

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210**

**Tuesday, February 7, 2017 at 6:00 p.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. Correspondence and Communications – County Clerk
7. Special Recognition
8. Citizens to Be Heard
9. Executive Session
10. New Business
  - A. Approve Collective bargaining agreement between the County of Kendall and Kendall County Sheriff and the Illinois Fraternal Order of Police Labor Council for the Kendall County Sheriff's Office Corrections Deputies Bargaining Unit from December 1, 2015 through November 30, 2019.
  - B. Approve Amendment to Board Rules of Order Section III A. Regular & Special Board Meetings – last sentence to be deleted and replaced with the following "Meeting time shall be 6:00pm on the first Tuesday and third Tuesday or at such other time as the County Board determines, at the County Board Room of Kendall County, Illinois"
  - C. Approve Farm Lease Agreement between Trenton Toftoy, Kendall County Forest Preserve District and County of Kendall for the Lease of 99.42 Acres of District Property for a Total Amount of \$29,826, and 18.44 Acres of Kendall County Property for a Total Amount of \$5,532
  - D. Authorize Request for Proposals from Qualified Providers in accordance with 50 ILCS 515 Local Government Energy Conservation Act
  - E. Authorize Selection process for Registered Professional Engineer or Architect to evaluate proposals from Qualified Providers as required by section 10 of 50 ILCS 515 Local Government Energy Conservation Act
11. Old Business
12. Standing Committee Reports
  - A. Planning, Building & Zoning
  - B. Public Safety
  - C. Economic Development
    1. Authorize County Board Chair to sign and acknowledge the letter for the Illinois Department of Commerce and Economic Opportunity regarding Kendall County's Revolving Loan Fund
  - D. Finance Committee
    1. Approve claims in an amount not to exceed \$ 1,410,530.37 and Grand Juror Claims from in an amount not to exceed \$ 290.00
    2. Approve Coroner claims in an amount not to exceed \$ 6,879.50
  - E. Administration/HR
  - F. Labor & Grievance
  - G. Committee of the Whole
  - H. Standing Committee Minutes Approval
13. Special Committee Reports
  - A. Kencom Executive Board
  - B. Housing Authority
  - C. Juvenile Justice Council
14. Chairman's Report

**Appointments**

Jack Westphall - Merit Commission – 2 year term – expires March 2019

Erik A. Gauss – Kendall Housing Authority – 3 year term – Expires July 2020 (replacing Carl Gutierrez)

### **Announcements**

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

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

**KENDALL COUNTY BOARD  
ADJOURNED SEPTEMBER MEETING  
January 3, 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 3, 2017 at 6:55 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Bob Davidson, Judy Gilmour, Audra Hendrix, Matt Kellogg, Matthew Prochaska, and John Purcell.

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

**THE MINUTES**

Member Hendrix moved to approve the submitted minutes from the Adjourned County Board Meetings of 11/29/16, 12/5/16 and 12/6/16. Member Prochaska seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

**THE AGENDA**

Chairman Gryder asked that items 10 A and B be stricken and no executive session on item 9, we will have executive session at the end of the meeting after questions from the press.

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

**SPECIAL RECOGNITION**

Chairman Gryder recognized new senior planner Matt Asselmeier.

**CITIZENS TO BE HEARD**

Todd Milliron spoke about a Kencom incident number 2649 that occurred at Lakeview Grille. A report was generated at the Yorkville Police Department listed as a misdemeanor battery, this involves one of our elected officials.

**NEW BUSINESS**

**Committee Meeting Schedule**

Member Prochaska moved to approve the Committee Meeting Schedule. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**KENDALL COUNTY, ILLINOIS MEETING SCHEDULE 2017**

***Unless Otherwise Specified*** - All meetings held in the County Office Bldg; County Board Rm 210; 111 W. Fox Street; Yorkville

**Other Meeting Locations:** HWY - Highway Department; 6780 Route 47 JAR –Courthouse; 807 W. John Street; Jury Assembly Rm HHS – Health & Human Services Bldg; 811 W. John Street BOR - Board of Review; County Ofc Building; 111 W. Fox; Rm 302 PSC – Public Safety Center; 1102 Cornell Lane

<b>MONDAY</b>		
Admin HR	1 <sup>st</sup> Monday of the month	5:30 pm
Facilities Management	1 <sup>st</sup> Monday of the month	3:30 pm
Health & Environment	3 <sup>rd</sup> Monday of the month	3:00 pm
Planning, Building & Zoning	Monday of the week <b>before</b> 2 <sup>nd</sup> Board Meeting	6:30 pm
Public Safety	2 <sup>nd</sup> Monday of the month	5:30 pm
Special Use Hearing Officer	1 <sup>st</sup> Monday following Plan Commission Meeting	7:00 pm
Zoning Board of Appeals	1 <sup>st</sup> Monday following Plan Commission Meeting	7:00 pm
<b>TUESDAY</b>		
Administration HR	4 <sup>th</sup> Tuesday of the month	5:30 pm
Board of Health <b>Location: HHS</b>	3 <sup>rd</sup> Tuesday of the month – no December meeting	7:00 pm
County Board (1 <sup>st</sup> Mtg)	1 <sup>st</sup> Tuesday of the month	6:00 pm
County Board (2 <sup>nd</sup> Mtg)	3 <sup>rd</sup> Tuesday of the month	9:00 am

Forest Preserve Commission(1 <sup>st</sup> Mtg)	1 <sup>st</sup> Tuesday of the month	6:00 pm
Forest Preserve Commission(2 <sup>nd</sup> Mtg)	3 <sup>rd</sup> Tuesday of the month	9:00 am
Highway Department Location: HWY	2 <sup>nd</sup> Tuesday of the month	4:00 pm
Tax Board of Review Location: BOR	2 <sup>nd</sup> Tuesday of the month	10:00 am
ZPAC	1 <sup>st</sup> Tuesday of the month	9:00 am
<b>WEDNESDAY</b>		
Animal Control	Wednesday after 2 <sup>nd</sup> County Board Meeting	4:00 pm
Econ Development	2 <sup>nd</sup> Wednesday of the month	5:00 pm
Forest Preserve Committee of the Whole	Wednesday of the week before 2 <sup>nd</sup> FP Commission	5:30 pm
Forest Preserve Finance (1 <sup>st</sup> Mtg)	Wednesday of the week before 2 <sup>nd</sup> County Board Meeting	4:30 pm
FP Programming & Events Committee	1 <sup>st</sup> Wednesday of the month	9:30 am
Historic Preservation	3 <sup>rd</sup> Wednesday of the month	7:00 pm
Judicial Legislative Location: JAR	4 <sup>th</sup> Wednesday of the month	3:00 pm
KenCom Operations BD Location: PSC	3 <sup>rd</sup> Wednesday of the month	2:00 pm
Regional Planning Commission	4 <sup>th</sup> Wednesday of the month - no December meeting	7:00 pm
Veterans Assistance Cms Location: HHS	1 <sup>st</sup> Wednesday of January, April, June, September & November	6:00 pm
Ad-Hoc Zoning	4 <sup>th</sup> Wednesday of the month – no December meeting	5:00 pm
<b>THURSDAY</b>		
Committee of the Whole	Thursday of the week before 2 <sup>nd</sup> County Board Meeting	4:00 pm
Finance (1 <sup>st</sup> Mtg)	Thursday of the week before 2 <sup>nd</sup> County Board Meeting	5:30 pm
Finance (2 <sup>nd</sup> Mtg)	Thursday of the week after 2 <sup>nd</sup> County Board Meeting	5:30 pm
Forest Preserve Finance (2 <sup>nd</sup> Meeting)	Thursday of the week after 2 <sup>nd</sup> County Board Meeting	6:30 pm
KenCom Executive Board Location: PSC	4 <sup>th</sup> Thursday of the month	5:30 pm
KenCom Finance Location: PSC	3 <sup>rd</sup> Thursday of the month	9:00 am
KenCom Personnel Location: PSC	3 <sup>rd</sup> Thursday of the month	9:00 am
Labor & Grievance	Thursday of the week of the 2 <sup>nd</sup> County Board Meeting	5:30 pm
Tax Board of Review Location: BOR	4 <sup>th</sup> Thursday of the month	10:00 am

### STANDING COMMITTEE REPORTS

#### Public Safety

Member Prochaska did not have a report.

#### Finance

#### CLAIMS

Member Purcell moved to approve the claims submitted in the amount of \$1,545,806.66, Petit Jurors claims in an amount not to exceed \$1,989.04 and Grand Jurors claims from 12/19/16 in an amount not to exceed \$262.88. Member Davidson seconded the motion.

**COMBINED CLAIMS:** FCLT MGMT \$41,577.58, B&Z \$250.66, CO CLK & RCDR \$1,166.75, ELECTION \$800.50, ED SRV REG \$337.96, SHRFF \$12,221.41, CRRCTNS \$590.85, EMA \$327.41, CRCT CT CLK \$137.94, JURY COMM \$2,289.74, CRCT CT JDG \$5,916.77, CMB CRT SRV \$11,225.66, PUB DFNDR \$1,706.02, CO TRSR \$1,362.18, EMPLY HLTH INS \$469,581.20, OFF OF ADM SRV \$55.43, CO BRD \$134.93, TECH SRV \$13,638.98, CONTINGEN \$39,227.47, ECON DEV \$338.00, LIABIL INS EXPS \$684,188.00, CO HWY \$14,359.04, TRANSPRT SALES TX \$36,730.77, HLTH & HMN SRV \$166,710.63, FRST PRSRV \$1,346.85, ELLIS HS \$202.37, ELLIS BRN \$102.64, ELLIS GRNDS \$119.46, HOOVER \$1,408.94, ENV ED NTRL BGNNGS \$148.44, GRNDS & NTRL RSRCS \$956.72, ANML CNTRL EXPND \$252.45, ANML CNTRL EXPS \$1,554.95, RCDR DOC STRG \$282.72, HIDTA \$1,140.00, CMSRY FND \$137.61, COOK CTY REIMB FND \$3,807.28, CRT SEC FND \$631.25, LAW LBRY \$3,795.03, CRT AUTOMA \$13,000.00, PRBTN SRV EXP FND \$4,253.29, GIS \$62.27, ADMIN DBT SRV \$475.00, EMPLY BNFT PRGM EXP \$1,547.22, PUB SFTY \$4,340.00, CRTHS RNVN \$100.00, ANML POP CNTRL \$560.00, VAC \$2,958.21

Chairman Gryder asked if the amount in item 3 under Finance is included in the total claims; yes it is so item 3 is stricken.

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

## Coroner Claims

Member Hendrix moved to approve the Coroner claims in an amount not to exceed \$5,998.49.. Member Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Purcell who voted present. **Motion carried.**

## Administration/HR

Member Gilmour stated that the minutes are in the packet from the December 13, 2016 meeting. They are working on the employee handbook.

## Committee of the Whole

Chairman Gryder reviewed the minutes in the packet from the December 15, 2016 meeting.

### STANDING COMMITTEE MINUTES APPROVAL

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

### SPECIAL COMMITTEE REPORTS

#### Kencom Executive Board

Member Gilmour stated they have 2 new employees and Mindy Jahp and the Oswego Fire Department has been awarded the cardiac run of the quarter.

#### Housing Authority

Member Prochaska stated that they meet in February.

### CHAIRMAN'S REPORT

#### Appointments

Jeff Wehrli – Historic Preservation Commission – 3 year term – expires January 2020

Member Prochaska 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.**

#### Announcements

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

### OTHER BUSINESS

Member Davidson said that there is a need for a COW meeting to discuss Leopardo. The meeting will be on January 31, 2017 at 6:00pm.

### CITIZENS TO BE HEARD

Todd Milliron asked if the new employee is taking Angela Zubko's place.

Steve Drumm wanted to know who the new board members were.

### EXECUTIVE SESSION

Member Kellogg made a motion to go into Executive Session for (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations, concerning salary schedules for one or more classes of employees and (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**RECONVENE**

**ADJOURNMENT**

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

Approved and submitted this 4th day of January, 2017.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk



**Kendall County**  
**Office of Administrative Services**  
111 West Fox Street  
Yorkville, Illinois 60560

To: County Board Members  
From: Jeff Wilkins

Re: Board Action Item February 7, 2017 –  
Board member request to change Board meeting time

Request to change Board meeting time

At the request of Member Giles, Chairman Gryder authorized this action item for Board consideration. Member Giles has requested the start time for the Board meeting on the third Tuesday of each month be moved to 6pm from the current start time of 9am.

The Rules of Order need to be amended to accomplish the request. The language on the agenda reflects the request and amendment to the Rules of Order as follows:

Approve Amendment to Board Rules of Order Section III A. Regular & Special Board Meetings – last sentence to be deleted and replaced with the following, "Meeting time shall be 6:00 p.m. on the first Tuesday and third Tuesday or at such other time as the County Board determines, at the County Board Room of Kendall County, Illinois."

The current language of last the sentence of Section III A. states the following:  
"Meeting time shall be 6:00 p.m. on the first Tuesday and 9:00 a.m. on third Tuesday or at such other time as the County Board determines, at the County Board Room of Kendall County, Illinois."

Amendment to Board Rules

The Board Rules of Order can be amended by a 2/3 vote of the 10 County Board members meaning at least 7 affirmative votes is required regardless of the number of members present at the meeting. However, the County Board may suspend the 2/3 rule by a 2/3 vote of the County Board members present at a meeting. For example, if only 8 board members are present, 6 affirmative votes would be required to suspend the 2/3 rule. Then only 5 affirmative votes are required to revise the Board Rules of Order.

The specific language to amend the Board Rules of Order in Section XXI. A. is as follows:

**XXI. AMENDMENT & EFFECT OF RULES**

A. No alteration or amendment shall be made in any rules of the County Board without the consent of 2/3 of the County Board members thereof. The rule may be suspended in any particular case by vote of 2/3 of the County Board members present.

**FARM LEASE AGREEMENT #17-01-003**

**Fox River Bluffs Property**

This AGREEMENT is made this 7<sup>th</sup> day of February, 2017 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, 110 West Madison Street, Yorkville, IL, 60560 and the COUNTY of KENDALL, 111 West Fox Road, Yorkville, IL, 60560, both Bodies Corporate and Politic (hereinafter “Licensors”), and, Trenton Toftoy of 407 Meadow Lane, Newark, IL 60541, (hereinafter “Licensee”), including all heirs and assigns, collectively referred to as the “Parties”.

WHEREAS, Kendall County and the Kendall County Forest Preserve District are the owners of certain lands situated in the County of Kendall, Township of Fox, and State of Illinois described as:

PIN#s: 01-36-400-010, 04-01-200-006; and

WHEREAS, in acquiring this property, the Kendall County Forest Preserve District assumed a farm lease agreement with the Licensor for 2015 farming activities on 99.42 acres of farmland, and extended a subsequent lease agreement approved by both the Kendall County Forest Preserve District and Kendall County for 2016 farming activities; and

WHEREAS, Kendall County is the owner of certain lands situated in the County of Kendall, Township of Fox, and State of Illinois described as the Eldamain and Fox Road right-of-way conveyed to the County of Kendall by a Warranty Deed recorded March 20, 2015 as Document #201500004183 containing 18.44 acres currently under agricultural production; and

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

WHEREAS, Licensee plans to plant corn in 2017, which is consistent with the planning timeframe for cropland conversion of the area known as the Fox River Bluffs Forest Preserve; and

WHEREAS, both Licensee and Licensors hereby agree that there are 117.86 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the ‘Subject Property’ as is identified in the attached **Exhibit A**.

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

1. **Incorporation:** The proceeding introductory language is made a part hereof and incorporated herein.
2. **License & Term:** the Licensors hereby grant to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on February 8, 2017, and ending on December 31, 2017 subject to the conditions and limitations hereinafter mentioned.



3. **Payment & Pricing:** Licensee shall pay Licensors a Base Rate of \$300 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2017, and Licensee agrees that failure to pay by this date constitutes a material breach of this License Agreement and may terminate this License.

4. **Crop Insurance:** Additionally, Licensee shall obtain Crop Insurance, which shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Licensee, less the premiums paid on such policy(s).

5. **Limited License:** This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state herein. Further, the rights granted by the County and District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.

6. **Taxes:** Licensors make no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.

7. **Erodible Soils:** The Licensors agree that the Licensee may, without further license on the part of the Licensors, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensors on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.

8. **"As Is" Property:** The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."

9. **Farming Method:** The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.

10. **Records Requirement:** Licensee shall keep and provide to the Licensors the following records:

- A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensors. Soil test results shall be due to the Licensors by December 30, 2015. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
  - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.

- ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
- B. Global Positioning System data of crops and yields harvested.
- C. Fertilizers and rates applied.
- D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.

11. **Fertilizer Replacement:** Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.

12. **Limestone:** Lime shall be applied when pH level is less than 6.2. If Licensee reports the need to apply limestone to the Subject Property, the cost for the application will be presented to the District for consideration and approval prior to application, with material costs reimbursed by the District upon presentation of an invoice following application.

13. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Licensor, send to:

Judy Gilmour, President  
Kendall County Forest Preserve District  
110 W. Madison Street  
Yorkville, Illinois 60560

Scott Gryder, Chairman  
County Board of Kendall County  
111 Fox Street  
Yorkville, Illinois 60560  
ATTN: County Administrator

with a copy to:

Kendall County State's Attorney  
Kendall County Courthouse  
807 John Street  
Yorkville, Illinois 60560

Licensee send to:

Trenton Toftoy  
407 Meadow Lane,  
Newark, IL 60541

14. **Buffer:** It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensors.

15. **Pesticide Use:**

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensors with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensors with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensors with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.
- E. Licensee agrees to indemnify, defend with counsel, and hold harmless the Licensors for all claims, demands, damage, judgments, fees (including attorneys' fees) and costs that may arise out of Licensee's application of pesticides on the Subject Property. Pursuant to 55 ILCS 5/3-9005, any attorney representing the Licensor pursuant to this paragraph must first be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney.

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

17. **Duty of Care:** The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm and to maintain improvements in a careful and prudent manner.

18. **Termination:** The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensors may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to the Licensee. In the event of any termination, Licensors shall pay the Licensee for planted but unharvested crops on the Subject Property based on available Kendall County data for the average yield and unit price within Kendall County. Licensors will also reimburse Licensee for reasonable fertilizer and pesticide costs for planted but unharvested crops on the Subject Property, provided the Licensee presents fertilizer and pesticide receipts for these costs. Licensee hereby waives its rights to seek any other amounts from Licensors in the event the License is terminated.

19. **Services upon Termination:** Upon termination of this Agreement, Licensors may request the Licensee to provide services associated with restoration of the Subject Property, and

Licensee agrees to provide such services. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.

20. **Right of Entry:** Licensors reserve the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.

21. **Insurance & Liability:**

- A. Licensee shall obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days' prior written notice, given by the insurance carrier to Licensors. On the Date of Execution, Licensee shall deposit with Licensors certificates evidencing the insurance it is to provide hereunder: (a) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit; (b) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate; (c) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed (only if Licensee employs any individuals to perform work on or related to the Subject Property); and (d) employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (only if Licensee employs any individuals to perform work on or related to the Subject Property). Licensors shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to all liability coverage, including workers' compensation, in favor of Licensors. Also, Licensors shall be designated as the certificate holders. Proof of such coverage must be on file with the Licensor on or before March 31st of the first year of the License. Failure to submit such proof by this date may terminate this License at the sole discretion of the Licensor. All of the above insurance policies must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee agrees to defend with counsel of the Licensors' own choosing, indemnify and hold harmless the Licensors, their past, present and future board members, elected officials, insurers, employees and agents against any and all liability, loss, costs, damages, judgments, liens and expenses (including attorney's fees) which the Licensors, their past, present and future board members, elected officials, insurers, employees and agents may hereafter sustain, incur, or be required to pay, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The

provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

22. **Assignment:** This License is not assignable or transferable to any person, company, or corporation, in whole or in part.

23. **Independent Contractor:** It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.

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

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

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

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

28. **Illinois Prevailing Wage Act:** The Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") requires employers to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. To the extent that this Agreement results in Licensee performing covered work under the Act, Licensee shall comply with all requirements of the Act, including, but not limited to, all wage, notice, and record-keeping duties.

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

30. **Severability:** If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

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

32. **Waiver:** The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

33. **Prior Agreements:** All previous agreements between the Parties, whether oral or in writing, are hereby revoked. Neither party will seek to enforce any previous oral or written agreement between the Parties, regarding the lease or use of the Subject Property.

34. **Authority:** Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this agreement and to obligate the party to the terms of this agreement.

Licensor: Kendall County Forest Preserve District

By: \_\_\_\_\_  
Judy Gilmour, President

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

Licensor: Kendall County

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

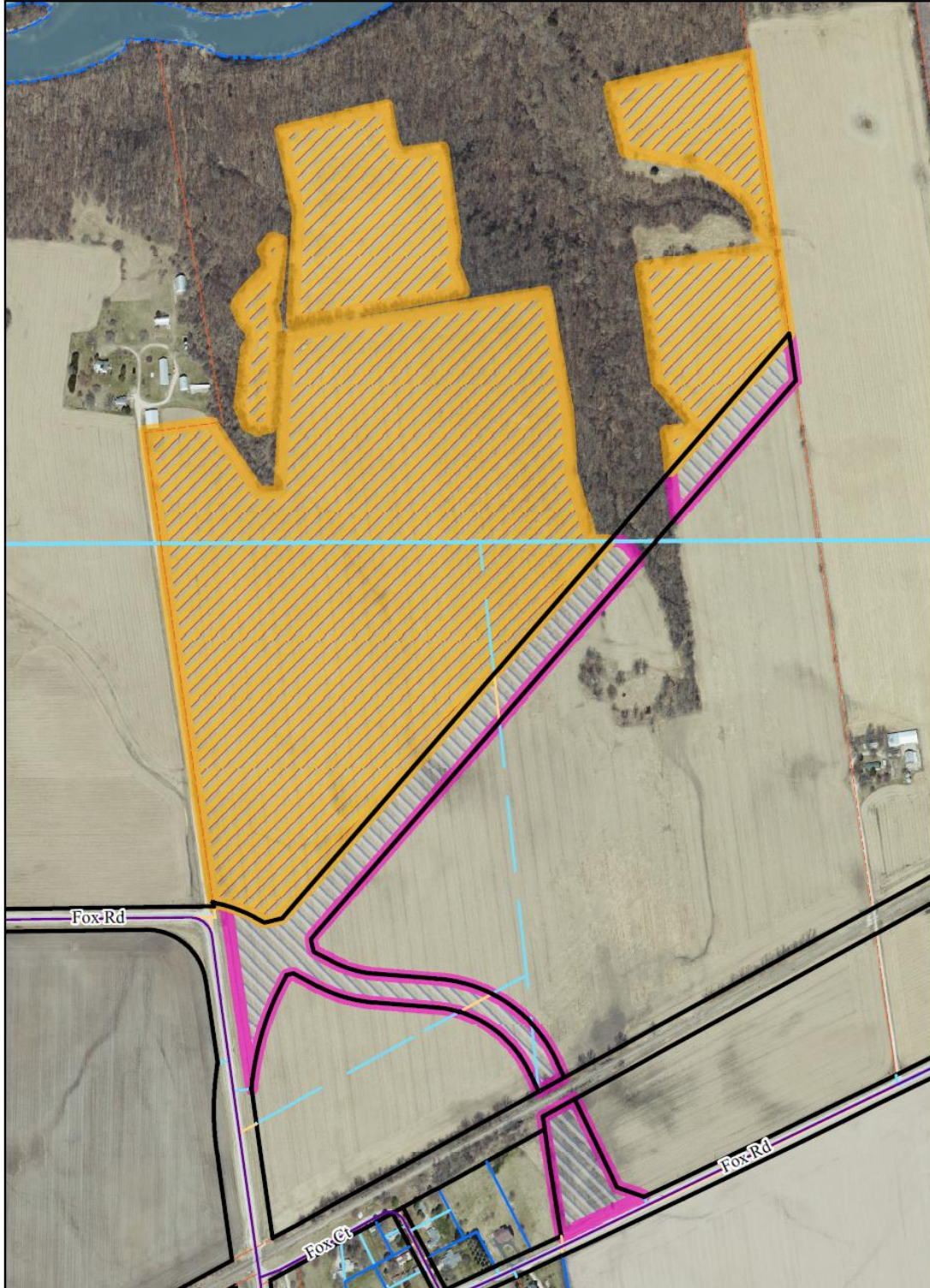
Date: \_\_\_\_\_

Licensee:

By: \_\_\_\_\_  
Trenton Toftoy, Farm Operator

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

Farm Lease Agreement #17-01-003 – Exhibit A



Kendall County GIS  
1000 W. Illinois  
Yorkville, Illinois 62458  
618.533.6086



**N** Legend  
Future ROW - 18.44  
Kendall County FP - 99.42

Fox River Bluffs  
County Owned/Future ROW  
Area being Farmed

1 inch = 600 feet  
0 120 240 480 720 960  
Feet

## LOCAL GOVERNMENT

### **(50 ILCS 515/) Local Government Energy Conservation Act.**

(50 ILCS 515/1)

Sec. 1. Short title. This Act may be cited as the Local Government Energy Conservation Act.

(Source: P.A. 88-173.)

(50 ILCS 515/3)

Sec. 3. Applicable laws. Other State laws and related administrative requirements apply to this Act, including, but not limited to, the following laws and related administrative requirements: the Illinois Human Rights Act, the Prevailing Wage Act, the Public Construction Bond Act, the Public Works Preference Act (repealed on June 16, 2010 by Public Act 96-929), the Employment of Illinois Workers on Public Works Act, the Freedom of Information Act, the Open Meetings Act, the Illinois Architecture Practice Act of 1989, the Professional Engineering Practice Act of 1989, the Structural Engineering Practice Act of 1989, the Local Government Professional Services Selection Act, and the Contractor Unified License and Permit Bond Act.

(Source: P.A. 97-333, eff. 8-12-11.)

(50 ILCS 515/4)

Sec. 4. Applicability. In order to protect the integrity of historic buildings, no provision of this Act shall be interpreted to require the implementation of energy conservation measures that conflict with respect to any property eligible for, nominated to, or entered on the National Register of Historic Places, pursuant to the National Historic Preservation Act of 1966, or the Illinois Register of Historic Places, pursuant to the Illinois Historic Preservation Act.

(Source: P.A. 94-1062, eff. 7-31-06.)

(50 ILCS 515/5)

Sec. 5. Definitions. As used in this Act, unless the context clearly requires otherwise:

"Energy conservation measure" means any improvement, repair, alteration, or betterment of any building or facility owned or operated by a unit of local government or any equipment, fixture, or furnishing to be added to or used in any such building or facility, subject to all applicable building codes, that is designed to reduce energy consumption or operating costs, and may include, without limitation, one or more of the following:

(1) Insulation of the building structure or systems within the building.

(2) Storm windows or doors, caulking or weatherstripping, multiglazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, additional glazing, reductions in glass



area, or other window and door system modifications that reduce energy consumption.

(3) Automated or computerized energy control systems.

(4) Heating, ventilating, or air conditioning system modifications or replacements.

(5) Replacement or modification of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable State or local building code for the lighting system after the proposed modifications are made.

(6) Energy recovery systems.

(7) Energy conservation measures that provide long-term operating cost reductions.

"Guaranteed energy savings contract" means a contract for:

(i) the implementation of an energy audit, data collection, and other related analyses preliminary to the undertaking of energy conservation measures; (ii) the evaluation and recommendation of energy conservation measures; (iii) the implementation of one or more energy conservation measures; and (iv) the implementation of project monitoring and data collection to verify post-installation energy consumption and energy-related operating costs. The contract shall provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time and that the savings are guaranteed to the extent necessary to pay the costs of the energy conservation measures. Energy savings may include energy reduction and offsetting sources of renewable energy funds including renewable energy credits and carbon credits.

"Qualified provider" means a person or business whose employees are experienced and trained in the design, implementation, or installation of energy conservation measures. The minimum training required for any person or employee under this paragraph shall be the satisfactory completion of at least 40 hours of course instruction dealing with energy conservation measures. A qualified provider to whom the contract is awarded shall give a sufficient bond to the unit of local government for its faithful performance.

"Request for proposals" means a competitive selection achieved by negotiated procurement. The request for proposals shall be announced through at least one public notice, at least 14 days before the request date in a newspaper published in the territory comprising the unit of local government or, if no newspaper is published in that territory, in a newspaper of general circulation in the area of the unit of local government, from a unit of local government that will administer the program, requesting innovative solutions and proposals for energy conservation measures. Proposals submitted shall be sealed. The request for proposals shall include all of the following:

(1) The name and address of the unit of local government.

(2) The name, address, title, and phone number of a contact person.

(3) Notice indicating that the unit of local government is requesting qualified providers to propose

energy conservation measures through a guaranteed energy savings contract.

(4) The date, time, and place where proposals must be received.

(5) The evaluation criteria for assessing the proposals.

(6) Any other stipulations and clarifications the unit of local government may require.

"Unit of local government" means a county, township, municipality, or park district.

(Source: P.A. 96-1197, eff. 7-22-10.)

(50 ILCS 515/10)

**Sec. 10. Evaluation of proposal.** Before entering into a guaranteed energy savings contract under Section 15, a unit of local government shall submit a request for proposals. The unit of local government shall evaluate any sealed proposal from a qualified provider. The evaluation shall analyze the estimates of all costs of installations, modifications, or remodeling, including, without limitation, costs of a pre-installation energy audit or analysis, design, engineering, installation, maintenance, repairs, debt service, conversions to a different energy or fuel source, or post-installation project monitoring, data collection, and reporting. The evaluation shall include a detailed analysis of whether either the energy consumed or the operating costs, or both, will be reduced. If technical assistance is not available by a licensed architect or registered professional engineer on the unit of local government's staff, then the evaluation of the proposal shall be done by a registered professional engineer or architect who is retained by the unit of local government. Any licensed architect or registered professional engineer evaluating a proposal under this Section may not have any financial or contractual relationship with a qualified provider or other source that would constitute a conflict of interest. The unit of local government may pay a reasonable fee for evaluation of the proposal or include the fee as part of the payments made under Section 20.

(Source: P.A. 94-1062, eff. 7-31-06.)

(50 ILCS 515/15)

**Sec. 15. Award of guaranteed energy savings contract.** Sealed proposals must be opened by a member of the unit of local government's governing body or an employee of the unit of local government at a public opening at which the contents of the proposals must be announced. Each person or entity submitting a sealed proposal must receive at least 10 days notice of the time and place of the opening. The unit of local government shall select the qualified provider that best meets the needs of the unit of local government. The unit of local government shall provide public notice of (i) the meeting at which it proposes to award a guaranteed energy savings contract, (ii) the names of the parties to the proposed contract, and (iii) the purpose of the contract. The

public notice shall be made at least 10 days prior to the meeting. After evaluating the proposals under Section 10, a unit of local government may enter into a guaranteed energy savings contract with a qualified provider if it finds that the amount it would spend on the energy conservation measures recommended in the proposal would not exceed the amount to be saved in either energy or operational costs, or both, within a 10 year period from the date of installation, if the recommendations in the proposal are followed.

(Source: P.A. 88-173.)

(50 ILCS 515/20)

Sec. 20. Guarantee. The guaranteed energy savings contract shall include a written guarantee of the qualified provider that either the energy or operational cost savings, or both, will meet or exceed within 20 years the costs of the energy conservation measures. The qualified provider shall reimburse the unit of local government for any shortfall of guaranteed energy savings projected in the contract. A qualified provider shall provide a sufficient bond to the unit of local government for the installation and the faithful performance of all the measures included in the contract. The guaranteed energy savings contract may provide for payments over a period of time, not to exceed 20 years from the date of the final installation of the measures.

(Source: P.A. 96-1197, eff. 7-22-10.)

(50 ILCS 515/25)

Sec. 25. Installment payment contract; lease purchase agreement. A unit of local government, or units of local government in combination, may enter into an installment payment contract or lease purchase agreement with a qualified provider or with a third party, as authorized by law, for the funding or financing of the purchase and installation of energy conservation measures by a qualified provider. Every unit of local government may issue certificates evidencing the indebtedness incurred pursuant to the contracts or agreements. Any such contract or agreement shall be valid whether or not an appropriation with respect thereto is first included in any annual or supplemental budget adopted by the unit of local government. Each contract or agreement entered into by a unit of local government pursuant to this Section shall be authorized by official action of the unit of local government's governing body. The authority granted under this Section is in addition to any other authority granted by law.

If an energy audit is performed by an energy services contractor for a unit of local government within the 3 years immediately preceding the solicitation, then the unit of local government must publish as a reference document in the solicitation for energy conservation measures the following:

- (1) an executive summary of the energy audit provided that the unit of local government may exclude any proprietary or trademarked information or practices; or
- (2) the energy audit provided that the unit of local

government may redact any proprietary or trademarked information or practices.

A unit of local government may not withhold the disclosure of information related to (i) the unit of local government's consumption of energy, (ii) the physical condition of the unit of local government's facilities, and (iii) any limitations prescribed by the unit of local government.

The solicitation must include a written disclosure that identifies any energy services contractor that participated in the preparation of the specifications issued by the unit of local government. If no energy services contractor participated in the preparation of the specifications issued by the unit of local government, then the solicitation must include a written disclosure that no energy services contractor participated in the preparation of the specifications for the unit of local government. The written disclosure shall be published in the Capital Development Board Procurement Bulletin with the Request for Proposal.

(Source: P.A. 95-612, eff. 9-11-07; 96-1197, eff. 7-22-10.)

(50 ILCS 515/30)

Sec. 30. Term; budget and appropriations. Guaranteed energy savings contracts may extend beyond the fiscal year in which they become effective. The unit of local government shall include, in its annual budget and appropriations measures for each subsequent fiscal year, any amounts payable under guaranteed energy savings contracts during that fiscal year.

(Source: P.A. 88-173.)

(50 ILCS 515/35)

Sec. 35. Operational and energy cost savings. The unit of local government shall document the operational and energy cost savings specified in the guaranteed energy savings contract and shall designate and appropriate that amount for an annual payment of the contract. If the annual energy savings are less than projected under the guaranteed energy savings contract, the qualified provider shall pay the difference as provided in Section 20.

(Source: P.A. 88-173.)

(50 ILCS 515/40)

Sec. 40. Available funds. A unit of local government may use funds designated for operating or capital expenditures for any guaranteed energy savings contract, including purchases using installment payment contracts or lease purchase agreements. A unit of local government that enters into such a contract or agreement may covenant in the contract or agreement that payments made under the contract shall be payable from the first funds legally available in each fiscal year.

(Source: P.A. 88-173.)

(50 ILCS 515/45)

Sec. 45. Funding. State aid and other amounts appropriated for distribution to or reimbursement of a unit of local government shall not be reduced as a result of energy savings realized from a guaranteed energy savings contract or a lease purchase agreement for the purchase and installation of energy conservation measures.

(Source: P.A. 88-173.)

(50 ILCS 515/75)

Sec. 75. (Amendatory provisions; text omitted).

(Source: P.A. 88-173; text omitted.)

(50 ILCS 515/99)

Sec. 99. This Act takes effect upon becoming a law.

(Source: P.A. 88-173.)

**KENDALL COUNTY  
REGIONAL PLANNING COMMISSION**

*Kendall County Office Building  
Rooms 209 & 210  
111 W. Fox Street, Yorkville, Illinois*

**Minutes of November 30, 2016**

Chairman Bill Ashton called the meeting to order at 7:00 pm.

**ROLL CALL**

Members Present: Bill Ashton, Claire Wilson (arrived at 7:10), Tom Casey, Budd Wormley, Larry Nelson, Roger Bledsoe

Staff present: Mike Hoffman, Teska Associates, Inc.

Members Absent: John Shaw and Angela Zubko

In the Audience: Dan Kramer, Robert Delany, Joe Phillips, Greg Peterson, Sherman Tweet, John Wolfber, Tim Wallace

**APPROVAL OF AGENDA**

Mr. Wormley made a motion, seconded by Mr. Nelson. With a voice vote of all ayes, the motion carried.

**APPROVAL OF MINUTES**

Mr. Nelson made a motion, seconded by Mr. Bledsoe, to approve the September 28, 2016 minutes. With a voice vote of all ayes, the motion carried.

**PETITIONS**

**16-14 Robert Delany**

Mr. Hoffman briefly reviewed the case, summarizing the staff memorandum. Mr. Kramer then provided an update to the Commission. He noted that the hearing was closed previously, so they did not bring their witnesses. He reviewed the updated site plan. He noted that, due to a need to cross the ComEd Right-of-Way, an alternative entrance drive was not feasible. Mr. Kramer noted that, if acceptable to Mr. Peterson (owner of the exiting drive), Mr. Delany would improve the existing drive to have a hard surface.

Regarding the required Lead Management Plan, Mr. Kramer noted testimony by their expert at the initial hearing, and suggested they would have such a plan completed prior to County Board approval. Mr. Kramer also noted that, if acceptable to the adjacent residential property (Mr. Peterson), Mr. Delany would offer an economic protection agreement. Under such an agreement, an initial appraisal would be obtained. Mr. Delany would then agree that if Mr. Peterson wanted to sell his home and could not obtain the appraised value, Mr. Delany would purchase the property for that appraised value. The agreement would be for a fixed period, and would be backed-up by a bond.

Mr. Nelson asked about the berm. Mr. Kramer noted the berm would be 20' tall on three sides, and would be planted with low maintenance grasses. The proposed slope is 3:1.

Mr. Peterson noted he was opposed to the project, and had no desire to have a hard surface road.

Sherman Tweet noted his property is on Brisbin Road, and if a new road was built it would be near his property. He asked if the proposed economic impact agreement would apply to other residential properties in the area

including his. Mr. Kramer suggested they would look at it, but they generally felt the only potentially impacted home was the adjacent Peterson residence.

Joe Phillips noted that he had previously submitted a report from John Green Reality that showed that an outdoor gun range would have a negative impact on their property values. He noted that the State has a regulation of 1,000 yards (noise regulations cannot be applied to homes over 1,000 yards from a range), and that there were six homes within that 1,000-yard distance. In his opinion, that economic protection agreement should be applied to all homes within 1000 yards, and it should include an escalator to address appreciation over time.

John Wolfiber, a Platteville resident, asked who would respond in an emergency. He also asked if they considered changing the direction of shooting to face northeast per NRA recommendations. Tim Wallace, Fire Protection District Chief, noted they would respond and he reinforced his request for the installation of a Knox Box and the ability to perform annual inspections. He noted that ambulance service would come from Minooka, and would take about seven minutes. General fire/emergency response would be within five minutes. However, there could be delays if guns are involved and they need to have the Sheriff's Department secure the area first.

Tom Casey asked about signs, and if they would be placed on the perimeter fence.

Mr. Nelson moved to approve, seconded by Mr. Wormley, with the conditions noted in the staff report including the 20' berm, the addition of noise restrictions consistent with other County noise regulations, meeting fire district requests, and inclusion of the economic protection agreement for Mr. Peterson. With a roll call vote:

Yes – Nelson, Wormley No – Bledsoe, Casey, Wilson Present – Ashton. It was noted that the present vote would go with the majority, so the motion failed.

**OLD BUSINESS – None.**

**NEW BUSINESS – None.**

**REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD**

Mr. Hoffman summarized the following:

16-21 High Grove – This rezoning to R-2 and preliminary/final plat was approved by the County Board 10.18.16

16-25 The Bluffs, Inc. d/b/a/ Cider Creek. – This request for a special use in the A-1 Agricultural District for a banquet hall, nano-brewery, micro-distillery, a year-round seasonal festival, and production and sale of sweet cider was approved by the County Board on 10.18.16.

**CITIZENS TO BE HEARD/ PUBLIC COMMENT - None**

**ADJOURNMENT**

Mr. Casey made a motion, seconded by Ms. Wilson, to adjourn. With a voice vote of all ayes, the motion carried. The Regional Plan Commission meeting adjourned at 7:50 pm.

Respectfully submitted by,  
Mike Hoffman, Teska Associates, Inc.

**KENDALL COUNTY  
REGIONAL PLANNING COMMISSION**

*Kendall County Office Building  
Rooms 209 & 210  
111 W. Fox Street, Yorkville, Illinois*

**Unofficial Meeting Minutes of January 25, 2017**

Chairman Bill Ashton called the meeting to order at 7:00 p.m.

**ROLL CALL**

**Members Present:** Bill Ashton, Roger Bledsoe, Larry Nelson, Ruben Rodriguez, John Shaw, Budd Wormley, and Angela Zubko

**Staff present:** Matthew H. Asselmeier, Senior Planner

**Members Absent:** Tom Casey and Claire Wilson

**In the Audience:** Dan Kramer (Representing the John and Sharon Pagel Living Trust), Bob Parnass, Melvin Hummel, Darrin Hummel, Debbie Wotski, and Rich Carter

**APPROVAL OF AGENDA**

Mr. Shaw made a motion, seconded by Mr. Nelson, to approve the agenda. With a voice vote of all ayes, the motion carried.

**APPROVAL OF MINUTES**

Mr. Nelson made a motion, seconded by Mr. Wormley, to approve the November 30, 2016 minutes. With a voice vote of all ayes, the motion carried.

Mr. Ashton introduced Matt Asselmeier, the new Senior Planner for Kendall County, and Ruben Rodriguez, a new Commissioner.

**PETITIONS**

**16-26 John and Sharon Pagel Living Trust**

Mr. Asselmeier briefly reviewed the case, summarizing the staff memorandum. Mr. Kramer then presented information on behalf of the petitioner. Mr. Kramer stated Ms. Pagel desired to subdivide the property because she wanted to build a smaller home, which would not be allowed in the existing R-1 District because of minimum lot size. The estimated square footage of the proposed house was 1,600 square feet. Mr. Kramer said that the soils were suitable for septic and that the new construction would not negatively create additional stormwater issues. The proposal would not create any setback issues.

Ms. Zubko asked about the creation of the subdivision. Mr. Kramer stated that it was an old assessor's plat.

Ms. Zubko asked if any water issues existed. Mr. Kramer said that drain tile was in place and that the existing septic system was located near the existing house.

Mr. Wormley expressed concerns about bad soils which causes two (2) demolitions in the area because of foundation issues. Mr. Kramer stated that a foundation study occurred and that the proposed house would be built without a basement.

Mr. Rodriguez asked about current conditions during heavy rain events. Mr. Kramer said minimum elevation changes occurred on the property, with no floodplain or wetland in the area, and that the Kendall County



Planning, Building & Zoning Department would have to review and approve the grading plans for the proposed house.

Mr. Nelson stated that any new stormwater issues created by the proposed home would be minimal.

Mr. Ashton discussed the berm on the west side of the new lot.

Bob Parness, 2350 Douglas Road, expressed concerns about high water and poor drainage in the area.

Mevlin Hummel, 18 Ingleshire Road, provided a history of the area and stated that high water had been a problem in the area for a long period of time. Mr. Hummel's family owned the property at 2507 Douglas since 1893. Mr. Hummel stated that he opposed the subdivision until the installation of necessary tiles.

Debbie Wotski, 2374 Wolf Road, discussed stormwater issues. Ms. Wotski also requested improvements to Wolf Road before new houses are constructed in the area.

Rich Carter, 2507 Douglas, also explained stormwater issues in the area.

Ms. Zubko expressed concerns about the precedent of placing R-3 zoning on the east side of Douglas Road.

Mr. Kramer discussed the topography of the area and the stormwater management facilities needed if Wolf Road is widened as proposed. Mr. Kramer stated that a new house would not impact water volume and that any water issues would be addressed as part of the building permit review process.

Mr. Nelson expressed concerns regarding spot zoning and that new structures, both primary and accessory, could be constructed on the property by successive property owners in the future.

Ms. Zubko stated that she did not believe the proposal was consistent with the development trend in the area.

Ms. Zubko moved to approve, seconded by Mr Shaw. With a roll call vote:

Yes – None (0)

No – Ashton, Bledsoe, Nelson, Rodriguez, Shaw, Wormley, and Zubko (7)

The motion failed.

The Commission requested that Mike Hoffman prepare a memo regarding zoning breaks.

### **OLD BUSINESS**

None

### **NEW BUSINESS**

Mr. Asselmeier requested the Commission's opinion of the Annual Meeting. The Commissioners agreed by consensus to hold the Annual Meeting on February 25<sup>th</sup> at 9:00 a.m. in the Board Room. Media contacts should be added to the list of invitees.

### **REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD**

None

**CITIZENS TO BE HEARD/ PUBLIC COMMENT**

Rich Carter asked to be informed of future meetings regarding the Pagel proposal and asked for the County to investigate the existing retention ponds near the Pagel property to ensure that they were being properly maintained.

**ADJOURNMENT**

Ms. Zubko made a motion, seconded by Mr. Shaw, to adjourn. With a voice vote of all ayes, the motion carried. The Regional Plan Commission meeting adjourned at 8:20 p.m.

Respectfully submitted by,  
Matthew H. Asselmeier, AICP  
Senior Planner

**COUNTY OF KENDALL, ILLINOIS**  
**ADMINISTRATION HUMAN RESOURCES COMMITTEE**  
**Meeting Minutes**  
**Monday, January 23, 2017**

**CALL TO ORDER**

Admin HR Committee Chair Lynn Cullick called the meeting to order at 5:31p.m.

**ROLL CALL**

<b>Attendee Name</b>	<b>Status</b>	<b>Arrived</b>
Judy Gilmour	Present	
Matthew Prochaska	Present	
Lynn Cullick	Present	
Bob Davidson	Late	5:39p.m.
John Purcell	Late	5:39p.m.

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

County Staff Present: Scott Koeppel, Jim Smiley, Jeff Wilkins

*Member Prochaska left the meeting at 6:50pm.*

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES – January 10, 2017**

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

**CBIZ Update** – Jim Pajauskas informed the committee that he would have a recap of 2016 for the review of the pricing and numbers, at the March 2017 meeting.

Mr. Pajauskas stated that there have been a few questions and items that they are dealing with in the transition from BCBS and United Healthcare, but things are going fairly well.

Mr. Pajauskas explained to the committee about access to United Healthcare through their website *myuhc.com*, which can provide information on prescription coverage, in network physicians and facilities, coverage, claims, etc.

## DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

**Technology** – Mr. Koepfel briefed the committee on a Konica Minolta invoice that was received in December 2016, but was actually for copier lease payments for the period of 10/10-11/09/2016. The invoice wasn't received until December, during the transition of the copiers to Technology. The invoice was coded incorrectly into the 2017 Technology budget, and will cause the Technology to go over in the professional services line by \$4,000 for FY2017.

**PUBLIC COMMENT** – None

## COMMITTEE BUSINESS

- *Video Recording/Camera Option Recommendations* – Discussion on a low cost solution for not having the camera operational during County Board Executive Sessions. Technology and Facilities Management proposed a solution to the problem. Scott Koepfel stated that with the installation of wiring and switches, the Board will have the ability to turn the camera off and on as needed for Executive Session recordings.

<p><b>Motion:</b> Member Prochaska <b>Second:</b> Member Gilmour <b>Ayes:</b> Members Cullick, Gilmour, Davidson and Prochaska <b>Nays:</b> Member Purcell <b>RESULT: Approved by a 4-1 Vote</b></p>
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- *Closed Session Procedure Recommendations* – Member Cullick informed the committee that this issue was the result of questions, comments, and concern over the security of closed sessions and any other negotiations or meetings that take place. Ms. Cullick said that there is need for a procedure about how the closed session is conducted, who should remain in closed session, and anyone other than the ten Board members that are invited to participate or present in closed session. Discussion on Executive Session minutes, approval of the minutes, and review of the minutes. **Member Cullick will meet with the State's Attorney about a procedure/process document, and report to the committee at the next meeting.**
- *Department Heads Review* – Jeff Wilkins reported that he has completed two Department Head reviews and will finish the last one in the next few weeks.
- Discussion on the Chief Assessor position, timeline for notification of reappointment (90-120 days), salary increases, tracking of this deadline for reappointment, and annual review of the Chief Assessor. There was consensus that the annual review should take place each February.
- *County Administrator Review* – Member Cullick met with the State's Attorney, who said that, all employee reviews need to be conducted in Executive Session. Therefore, the committee recommended that the full Board discuss the County Administrator's review as a group at the COW meeting in executive session, one official document will be completed with all Board member comments, thoughts, etc. for the review, and the County Board

Chair will review the final document with the County Administrator. There was consensus that the annual review should take place each February.

- *Per Diem/Salary Discussion* – Member Cullick reminded the committee that they came to consensus at the last meeting that Out-of-County mileage reimbursement is appropriate for County business, but that In-County mileage should not be submitted by the Board for reimbursement.

Discussion on salary vs. per diem, the costs involved with both, appropriate dollar amounts for salary, and Board member participation in the County Health Care programs.

- *Employee Handbook Updates* – Five sections currently at the State’s Attorney’s office for review

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

**ACTION ITEMS FOR COUNTY BOARD - None**

**PUBLIC COMMENT – None**

**EXECUTIVE SESSION – None**

**ADJOURNMENT**

Motion: Member Gilmour Second: Member Davidson <b>RESULT: Approved with a Unanimous Voice Vote</b>
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This meeting was adjourned at 7:31p.m.

Respectfully Submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary

**LABOR & GRIEVANCE COMMITTEE MINUTES**  
**December 20, 2016**  
**County Board Room**

Committee Chair Tony Giles called the meeting to order at 5:10PM.

Quorum was determined with committee members present: Tony Giles, John Purcell, Audra Hendrix

Committee members absent: Bob Davidson, Elizabeth Flowers

Others present: County Administrator Jeff Wilkins, Ast. State's Attorney Leslie Johnson

Public comment - none

Old Business – none

New Business:

Committee discussed setting the time and date for the regularly scheduled committee meeting for 2017. Member Purcell motioned, second by Member Hendrix to meet at 5:30PM on the Thursday of the same week of the second County Board meeting. Motion passed unanimously 3-0.

Executive session:

At 5:26PM, Member Hendrix motioned, second by Member Purcell to enter executive session according to 5 ILCS 120/2 (c) (2) Collective negotiating matters between public body and its employees or their representative, or deliberation concerning salary schedules for one or more classes of employees. Motioned passed unanimously 3-0 to enter executive session.

At 6:05PM, the Committee entered open session.

Committee Chair Giles asked the Committee members to formulate questions they may have and forward to Committee Chair Giles so he can discuss with ASA Johnson prior to discussion at the next Committee meeting.

Recommendations for County Board: Labor and Grievance Committee regular meeting set for 5:30PM on the Thursday of the same week of the second County Board meeting.

Motion by Member Hendrix, second by Member Purcell, to adjourn meeting. Motion passed unanimously 3-0 to adjourn at 6:12PM.

Respectfully submitted by Jeff Wilkins, County Administrator



**Illinois**  
**Department of Commerce**  
& Economic Opportunity  
**OFFICE OF COMMUNITY DEVELOPMENT**  
Bruce Rauner, Governor

October 11, 2016

Andrez P. Beltran  
Economic Development & Special Projects Coordinator  
111 W Fox St, Room 316  
Yorkville, IL 60560

Dear Economic Development & Special Projects Coordinator Beltran,

You are listed as the administrator for Kendall County's Revolving Loan Fund (RLF) which was capitalized by the Department of Commerce and Economic Opportunity's (DCEO) Community Development Assistance Program (CDAP). The DCEO's CDAP program is in turn funded by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Program established under the Federal Housing Community Development Act of 1974.

In recent monitoring HUD has advised DCEO to review and improve its administration of the RLF program. Per HUD Notice CPD-04-11 issued October 27, 2004, an RLF capitalized prior to October 1, 1992 no longer holds a federal identity and thus may be expended in any manner deemed appropriate by the community.

Kendall County's RLF was last capitalized prior to October 1, 1992 and is therefore considered dissolved; no further reporting to DCEO is required and the fund is considered closed.

Please have the chief elected official of Kendall County acknowledge receipt of this letter by signing below and return a copy to DCEO for our records. Thank you for your cooperation in this matter.

Sincerely,

David Wortman, P.E.  
Deputy Director of Community Development  
Illinois Department of Commerce & Economic Opportunity

By signing, I hereby acknowledge receipt of this letter and understand and agree to the closing of Kendall County's revolving loan fund.

\_\_\_\_\_  
Chief Executive (Print Name)

\_\_\_\_\_  
Chief Executive (Sign)

**COUNTY OF KENDALL, ILLINOIS**  
**BUDGET & FINANCE COMMITTEE**  
**Meeting Minutes**  
**Thursday, January 26, 2017**

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**Call to Order**

Chairman John Purcell called the Budget and Finance Committee to order at 5:32p.m.

**Roll Call**

<b>Attendee Name</b>	<b>Status</b>	<b>Arrived</b>
John Purcell	Present	
Lynn Cullick		5:33p.m.
Bob Davidson		5:34p.m.
Matt Kellogg	Present	
Matthew Prochaska	Present	

Others Present: Latreese Caldwell, Jeff Wilkins

**Claims Review and Approval** – Member Prochaska moved to forward to the County Board for approval the Supplemental Claims in an amount not to exceed \$1,410,530.37, Claims for Kendall County Coroner’s Office in an amount not to exceed \$6,879.50, and Grand Juror Claims in an amount not to exceed \$290.00, second by Member Kellogg. **With three member’s present voting aye, the motion carried.**

**Elected Official and Department Head Reports** – Jeff Wilkins reported that the WIPFLI auditors are here this week, and that they hope to schedule the closing meeting sometime in February. The auditors will present at the March 16, 2017 Committee of the Whole and the Finance meetings.

**Items from Other Committees** – Matt Kellogg reported that the Highway Committee continues to address issues with the Grove Road Bridge, including additional stream requirements from the Illinois EPA. Member Kellogg will continue to update the Finance Committee.

Judicial Legislative Committee – Matthew Prochaska briefed the committee on the Illinois State Senate Grand Bargain of thirteen bills, he said Senate Bills 9 and 13 would probably have the most impact to counties. SB 9 deals with revenue enhancements, and SB 13 deals with property tax freezes for FY2017 and FY2018. The Judicial committee will further discuss the 13senate bills at the February 1, 2017 meeting.

**Items of Business**

- *Discuss February 16<sup>th</sup> meeting time - **There was consensus by the committee to meet at 3:00p.m. on February 16<sup>th</sup>. There was also consensus to have the second meeting on Monday, February 27, 2017 at 5:30p.m.***



- *Intergovernmental Agreement between the County of Kendall and the City of Plano, Illinois to Reimburse Taxes and Penalties paid by City to Purchase Building* – Plano Mayor Bob Hausler provided background and information on the proposed property that would house the Plano Historical Society. **There was consensus by the committee to forward the item to the February 16, 2017 Committee of the Whole meeting for further discussion.**
- *Senior Levy Award Process - Review application form, process and timeline* – The committee reviewed the proposed timeline, application and process for review of the applications. Application packets to be mailed to the agency's that applied last year, and a public announcement will be posted in the local newspapers this week.

**Public Comment** – None

**Questions from the Media** – None

**Items for the February 16, 2017 Committee of the Whole Meeting**

- *Intergovernmental Agreement between the County of Kendall and the City of Plano, Illinois to Reimburse Taxes and Penalties paid by City to Purchase Building*

**Items for the County Board**

- *Approval the Supplemental Claims in an amount not to exceed \$1,410,530.37, Claims for Kendall County Coroner's Office in an amount not to exceed \$6,879.50, and Grand Juror Claims in an amount not to exceed \$290.00*

**Executive Session** – None

**Adjournment** – Member Prochaska made a motion to adjourn the Budget and Finance Committee meeting, second by Member Kellogg. **The meeting adjourned at 6:35p.m.**

Respectfully submitted,

Valarie McClain  
Recording Secretary

**COUNTY OF KENDALL, ILLINOIS**  
**COMMITTEE OF THE WHOLE**  
**Thursday, January 12, 2017**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

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

**ROLL CALL**

Present: Scott Gryder – present, Lynn Cullick – here, Judy Gilmour – here, Matt Kellogg - yes, Audra Hendrix - here, Matthew Prochaska – here, Bob Davidson – yes, Tony Giles - here

Committee Members Absent: Elizabeth Flowers, John Purcell

Others present: Sheriff Dwight Baird, ASA Leslie Johnson, Technology Director Scott Koepfel, Health Department Executive Director Amaal Tokars, State’s Attorney Eric Weis, and County Administrator Jeff Wilkins

**OLD BUSINESS - None**

**NEW BUSINESS**

- *Public Act 99-900 IMRF Participation Requirements* – County Treasurer & Collector Jill Ferko explained that the proposed resolution was sent to her by IMRF and the one they are requiring for some of the Board members participation, and that she wanted the proper resolution on file with IMRF. The item will be added to the County Board agenda for January 17, 2017
- *Black and White Printing of Committee Packets* – Member Cullick stated that the Admin HR committee has had conversations about the cost of printing packets in color vs. black and white. Scott Koepfel, Technology Director, reported the cost for printing in color is 7 cents per page, black and white is .7 per page. Mr. Koepfel also said that if even one page contains color, the whole document would cost the color price. Member Cullick stated that the committee thought it would be a significant amount of savings to print packets in black and white.
- *Process for appointing/re-appointing Chief Assessor* – Member Cullick stated that the Admin HR committee has been in discussion on the current Chief Assessor term length, when the current Assessor is up for reappointment, the 120/90 day notice if the County Board did not choose to reappoint the current assessor, the process for appointing and reappointing, previous evaluations, and an evaluation to be done by the County Board in February.

**PUBLIC COMMENT – None**

**QUESTIONS FROM THE MEDIA - None**

**CHAIRMANS REPORT** – No report

**REVIEW BOARD ACTION ITEMS** – Nothing to add

**EXECUTIVE SESSION** – Member Davidson made a motion to enter into Executive Session for the purpose of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, seconded by Member Hendrix.

ROLL CALL: Member Hendrix – aye, Member Giles – yes, Member Cullick – yes, Member Gilmour – yes, Member Gryder – yes, Member Davidson – yes, Member Prochaska – yes

**With all present voting aye, the committee entered Executive Session at 4:12p.m.**

**ADJOURNMENT** – Member Kellogg moved to adjourn the meeting at 4:27p.m. Member Cullick seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary

**COUNTY OF KENDALL, ILLINOIS**  
**SPECIAL COMMITTEE OF THE WHOLE**  
**Meeting Minutes**  
**Tuesday, January 31, 2017**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The meeting was called to order by County Board Chair Scott Gryder at 6:00p.m., who led the committee in the Pledge of Allegiance to the American Flag.

**ROLL CALL**

Present: Scott Gryder – present, Lynn Cullick – here, Judy Gilmour – here, Matt Kellogg - yes, Audra Hendrix - present, Matthew Prochaska – here, Elizabeth Flowers - present, Tony Giles - here

*Member Davidson entered the meeting at 6:03p.m.*

*Member Purcell entered the meeting at 6:05p.m.*

Others present: Sheriff Dwight Baird, Assistant State’s Attorney David Berault, Technology Director Scott Koeppel, Commander Mike Peters, Facilities Management Director Jim Smiley, Health Department Executive Director Amaal Tokars, County Administrator Jeff Wilkins

**OLD BUSINESS**

- *Leopardo Presentation* – Representatives from Leopardo and AFS were available to answer questions regarding their summary of Energy Services for Self-funding Energy Efficiency Improvements including possible squad car conversion to propane, HVAC systems in the Jail, Automated Controls, and lighting in the eight county buildings. Discussion on next possible steps, the need for continued discussions and research of other options.
- *Discuss Replacement of Air Conditioning Equipment and Alternative Fuel Vehicles* – Discussion on replacing air conditioning equipment and alternative fuel vehicles without utilizing the program proposed by Leopardo.

**NEW BUSINESS** - None

**PUBLIC COMMENT** – None

**QUESTIONS FROM THE MEDIA** – None

**CHAIRMANS REPORT** – No report

**REVIEW BOARD ACTION ITEMS** – Not needed

**EXECUTIVE SESSION** – None

**ADJOURNMENT** – Member Flowers moved to adjourn the meeting at 8:05p.m. Member Hendrix seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain, Recording Secretary