

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210  
Tuesday July 18, 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
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
  - A. Public Hearing regarding Resolution 2017-\_\_\_, Resolution Repealing Ordinance 05-48, Entitled “Ordinance Adopting and Implementing the Kendall County Agricultural Conservation Easement and Farmland Protection Program,” and Ordinance 08-43, Entitled “Ordinance Revising the Kendall County Agricultural Conservation Easement and Farmland Protection Program (Revised October 21, 2008).”
12. Elected Officials Report and Other Department Reports
  - A. Sheriff
  - B. County Clerk
  - C. Treasurer
  - D. Clerk of the Court
  - E. State's Attorney
  - F. Coroner
  - G. Health Department
  - H. Supervisor of Assessments
13. Standing Committee Reports
  - A. Planning, Building & Zoning
    1. Update on Intergovernmental Agreement Negotiations with the Village of Millbrook Regarding Planning, Building, Zoning, Subdivision, and Stormwater Services
  - B. Law, Justice & Legislation
    1. Approval of Request for Proposal for Bids for Sheriff's Office Squad Car/Vehicle Maintenance Contract
  - C. Administration/HR
    1. Approval of the County Administrator Job Description
    2. Approval to Post the County Administrator Position Opening
    3. Approval of the Deputy County Administrator Job Description
    4. Approval of the Administration Office Organization Chart
  - D. Highway
    1. Approve Resolution Authorizing the use of Eminent Domain to acquire certain parcels of land for roadway purposes along Grove Road from Sherrill Road to US Route 52, Kendall County, Illinois
  - E. Facilities
    1. Approval of Part 1 of the Healy, Bender & Associates, Inc. Architectural Services Proposal in an amount not to exceed \$22,500
  - F. Finance
    1. Approve Claims in an amount not to exceed \$1,496,707.47; Health Department Claims in an amount not to exceed \$43,882.65
    2. Approve Coroner Claims in an amount not to exceed \$ 265.90
  - G. Animal Control
    1. Approve Revision made to the Standard Operating Procedure following the changes made by Illinois Department of Agriculture Animal Control Act – Animal Bites Section 510 ILCS 5/13
  - H. Health & Environment
  - I. Committee of the Whole
  - J. Standing Committee Minutes Approval
14. Special Committee Reports
  - A. VAC
  - B. Historic Preservation
  - C. 708 Mental Health
  - D. Boards & Commission Review Ad Hoc

1. Approval of Resolution 2017-\_\_\_, Resolution Repealing Ordinance 05-48, Entitled “Ordinance Adopting and Implementing the Kendall County Agricultural Conservation Easement and Farmland Protection Program,” and Ordinance 08-43, Entitled “Ordinance Revising the Kendall County Agricultural Conservation Easement and Farmland Protection Program (Revised October 21, 2008).”

15. Other Business

16. Chairman’s Report

**Appointments**

Rich Healy - Kane, Kendall & DeKalb Counties Workforce Development Board - 2-yr term -expires September 2019  
Chris Mehochko - Kane, Kendall & DeKalb Counties Workforce Development Board - 2-yr term- expires September 2019  
Heather Hadrys - Kane, Kendall & DeKalb Counties Workforce Development Board - 2-yr term - expires September 2019  
Bette Schoenholtz - Kane, Kendall & DeKalb Counties Workforce Development Board - 2-yr term - expires September 2019  
Dr. John Palmer – Board of Health – 3-yr term – expires July 2020  
Christina Cooper – Board of Health – 3-yr term – expires July 2020  
Jennifer Hughes – Kendall County Storm Water Planning Committee – Oswego Representative

**Announcements**

17. Citizens to be Heard

18. Questions from the Press

19. Executive Session

20. Adjournment

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

**KENDALL COUNTY BOARD  
REGULAR JUNE MEETING  
June 20, 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, June 20, 2017 at 10:25 a.m. The Clerk called the roll. Members present: Vice Chairman Lynn Cullick, Bob Davidson, Elizabeth Flowers, Tony Giles, Judy Gilmour, Audra Hendrix, Matt Prochaska and John Purcell.

The Clerk reported to the Vice 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 5/16/17. Member Flowers seconded the motion. Vice Chairman Cullick asked for a voice vote on the motion. All members present voting aye. Motion carried.

**THE AGENDA**

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

**SPECIAL RECOGNITION**

Diane Morris who is the volunteer Executive Director of the Kendall County 4H Foundation and Linda Fitzgerald thanked the board for all that they have done for the Extension Office over the years.

**ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS**

**Sheriff**

Sheriff Baird updated the board on the security system which is on schedule. There was discussion on the deductions made to the project. Sheriff Baird explained how they were handling the traffic with the Millington Bridge being closed.

**County Clerk**

Revenue Report		5/1/17-5/31/17	5/1/16-5/31/16	5/1/15-5/31/15
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$816.50	\$841.00	\$722.00
	County Clerk Fees - Marriage License	\$1,680.00	\$1,350.00	\$1,620.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
	County Clerk Fees - Misc	\$2,027.00	\$1,621.50	\$2,072.00
	County Clerk Fees - Recording	\$27,995.00	\$28,681.00	\$24,070.00
01010061205	Total County Clerk Fees	\$32,518.50	\$32,493.50	\$28,484.00
01010001185	County Revenue	\$38,889.25	\$48,822.00	\$36,862.50
38010001320	Doc Storage	\$16,488.50	\$16,985.00	\$14,823.00
51010001320	GIS Mapping	\$27,754.00	\$28,572.00	\$24,941.00
37010001320	GIS Recording	\$3,464.00	\$3,566.00	\$3,113.00
01010001135	Interest	\$24.80	\$35.84	\$23.83
01010061210	Recorder's Misc	\$3,457.25	\$3,974.25	\$1,399.60
81010001320	RHSP/Housing Surcharge	\$14,697.00	\$15,138.00	\$12,996.00
37210001575	Tax Certificate Fee	\$1,320.00		
37210001576	Tax Sale Fees	\$224.18		
37210001577	Postage Fees	\$0.00		

CK # 18258                      To KC Treasurer                      \$138,837.48                      \$149,586.59                      \$122,642.93

The County Clerk's Office now has the ability to accept credit cards with no cost to the county.

**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 SIX MONTHS ENDED 05/31/2017

<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	\$277,828	75.09%	\$229,474	56.46%
State Income Tax	\$2,400,000	\$1,095,469	45.64%	\$975,951	36.83%
Local Use Tax	\$625,000	\$274,716	43.95%	\$437,763	93.14%
State Sales Tax	\$480,000	\$273,118	56.90%	\$179,571	32.92%
County Clerk Fees	\$330,000	\$191,797	58.12%	\$158,372	44.24%
Circuit Clerk Fees	\$950,000	\$345,059	36.32%	\$453,967	47.79%
Fines & Foreits/St Atty.	\$430,000	\$153,376	35.67%	\$191,714	40.36%
Building and Zoning	\$62,000	\$36,882	59.49%	\$22,032	37.03%
Interest Income	\$37,500	\$40,753	108.67%	\$18,437	61.46%
Health Insurance - Empl. Ded.	\$1,266,058	\$571,285	45.12%	\$550,633	44.05%
1/4 Cent Sales Tax	\$2,920,000	\$1,409,347	48.27%	\$1,379,893	51.15%
County Real Estate Transf Tax	\$396,420	\$189,502	47.80%	\$146,649	36.99%
Correction Dept. Board & Care	\$875,000	\$415,357	47.47%	\$257,040	33.53%
Sheriff Fees	\$255,000	\$102,340	40.13%	\$122,355	34.47%
<b>TOTALS</b>	<b>\$11,396,978</b>	<b>\$5,376,828</b>	<b>47.18%</b>	<b>\$5,123,850</b>	<b>44.90%</b>
<b>Public Safety Sales Tax</b>	<b>\$5,068,000</b>	<b>\$2,475,565</b>	<b>48.85%</b>	<b>\$2,419,462</b>	<b>50.41%</b>
<b>Transportation Sales Tax</b>	<b>\$4,750,000</b>	<b>\$2,475,565</b>	<b>52.12%</b>	<b>\$2,419,462</b>	<b>56.27%</b>

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

To be on Budget after 6 months the revenue and expense should at 50.00%

Treasurer Jill Ferko informed the board that the first installment due date was last week and they did a small distribution in May; thanks to the Sheriff's Office for the security detail. Treasurer Ferko stated that the Illinois Funds are fully collateralized and they are currently seeing a higher rate of return on the funds.

**Clerk of the Court**

Circuit Clerk Robyn Ingemunson to the board that the numbers of are up from last year. \$27,000 more has been collected this year.

**State's Attorney**

State's Attorney Eric Weis thanked David Berault for his service and wished him good luck.

**Coroner**

Description	**	Month: May 2017	Fiscal Year-to-Date	May 2016
Total Deaths		23	161	21
<b>Natural Deaths</b>		21	144	19
<b>Accidental Deaths</b>				
Overdose		0	6	2
Motor Vehicle		0	1	0
Other		0	2	0
<b>Pending</b>	*	1	1	0
<b>Suicidal Deaths</b>	*	1	6	0
<b>Homicidal Deaths</b>		0	1	0
<b>Toxicology</b>		2	18	3/13
<b>Autopsies</b>		1	17	3/8
<b>Cremation Authorizations</b>		11	81	8/61

\*\*

Accidental Death (Other)

1. 05/01/2017 – Plano – 22yo Male, Asphyxiation due to Hanging
2. 05/29/2017 – Oswego – 43yo Male, Pending Autopsy/Toxicology Results

**PERSONNEL/OFFICE ACTIVITY:**

1. Coroner Purcell and Deputy Coroner Levi Gotte participated in Operation Impact at Oswego High School on May 3.
2. Deputy Coroner Levi Gotte provided a presentation to IVVC Law Enforcement Classes (AM & PM) and Health Careers Class on May 9.
3. Coroner Purcell provided a morgue tour to the IVVC Law Enforcement Classes (AM & PM) on May 10.
4. Coroner Purcell participated in Operation Impact at Yorkville High School on May 12.
5. Coroner Purcell provided training on Bone Identification to the Search and Rescue Team on May 13.
6. Coroner Purcell met with the Kendall County Health Department and members of the IL Violent Death Reporting System to establish protocol for statistical gathering in Kendall County.

**Health Department**

Dr. Tokars distributed the 2016 Annual Report; it is available on the website.

**STANDING COMMITTEE REPORTS**

**Planning, Building and Zoning**

**Camelot Farms**

Member Davidson moved to approve the Resolution Granting a Three (3) Year Extension to the recording of the final Plat of Subdivision for Camelot Farms (Petition 08-18). Member Gilmour seconded the motion. Vice Chairman Cullick asked for voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 17-19 is available in the Office of the County Clerk.

## **Revocation of Special Use**

Member Davidson moved to approve the annual facility inspection report for NPDES permit for storm water discharges from separate storm sewer systems (MS4). Member Gilmour seconded the motion. Vice Chairman Cullick asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 17-20 is available in the Office of the County Clerk.

## **Vehicle Transfer**

Member Davidson moved to approve to transfer the 2003 Ford F150 VIN 2FTRF18W43CB06520 inspection vehicle from the Planning, Building and Zoning Department to the Facilities Management Department. Member Purcell seconded the motion. Vice Chairman Cullick asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## **Law, Justice & Legislation**

Member Prochaska reviewed the minutes in the packet from the June 12, 2017 meeting.

## **Administration/HR**

### **Prevailing Wage Ordinance**

Member Gilmour moved to approve the Kendall County Prevailing Wage Ordinance. Member Purcell seconded the motion. Vice Chairman Cullick asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 17-09 is available in the Office of the County Clerk.

## **Highway**

### **Village of Millington KC-TAP Funds**

Member Purcell moved to approve the Intergovernmental Agreement between Kendall County and the Village of Millington for construction of sidewalks on Vine Street using \$17,500 in KC-TAP Funds. Member Hendrix seconded the motion. Vice Chairman Cullick asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 17-21 is available in the Office of the County Clerk.

### **Local Agency Agreement – Eldamain Road**

Member Cullick moved to approve the Local Public Agency Agreement for Federal Participation for Eldamain Road – Contract A, from River Road to US Route 34. Member Purcell seconded the motion.

County Engineer Fran Klaas explained that this is a requirement by the State of Illinois anytime Federal money is used in a road or bridge project the county must pass a local agency agreement for federal participation. The agreement delineates the cost that each agency will be responsible for. This agreement spells out that there is \$2.5 million of surface transportation urban money, \$2 million of surface transportation rural, and \$4.5 million in transportation sales tax.

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

### **Construction Costs for Eldamain Road**

Member Gilmour moved to approve the Resolution appropriating \$4.5 million in transportation sales tax funds to pay the proportionate share of construction costs for Eldamain Road – Contract A. Member Purcell seconded the motion. Vice Chairman Cullick asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 17-20 is available in the Office of the County Clerk.

## **Millington Bridge Update**

County Engineer Fran Klaas informed the board that there has been no movement on the bridge's piers and bedrock has been found. The consultant provided 7 different alternatives to fix the bridge; alternative 7 appears to be the best alternative. They are working with LaSalle County to pay for the repairs; the consultant is preparing plans and specifications and permits have been submitted.

## Facilities

### Vendor Registry Website

Member Davidson moved to approve the use of vendor registry website. Member Prochaska seconded the motion.

Facilities Director Jim Smiley explained that this is a site where RFP's can be posted. There is no cost to the county.

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

### Architectural Services Proposal

Member Davidson moved to approve Part 1 of the Healy, Bender & Associates, Inc. Architectural Services Proposal in an amount not to exceed \$22,500 and Part 4 in an amount not to exceed \$8,500. Member Flowers seconded the motion.

Member Davidson stated that Part 1 is for the security at the County Office Building and Part 4 is for the tearing down of the old Funeral Home. This would give a cost factor for security for the building and the cost to take down the Funeral Home.

Member Gilmour moved to table the motion. Member Purcell seconded the motion.

Member Gilmour amended the motion to table to refer the approval of Part 1 of the Healy, Bender & Associates, Inc. Architectural Services Proposal in an amount not to exceed \$22,500 and Part 4 in an amount not to exceed \$8,500 to the Committee of the Whole. Member Purcell seconded the motion. Vice Chairman Cullick asked for a roll call vote on the motion. Members voting aye include Cullick, Flowers, Giles, Gilmour, Hendrix and Prochaska. Members voting nay include Davidson and Purcell. **Motion carried 6-2.**

### Leopardo Energy Proposal

Member Davidson made a motion rescind the previous motion to approve the Leopardo Energy Proposal. Member Prochaska seconded the motion.

Member Davidson stated that the Sheriff will not going to participate in the LP for the vehicles. The committee feels that they could save money by doing the air conditioning in house. Members discussed the RFP process.

Member Purcell called the question. Member Gilmour seconded the motion. Vice Chairman Cullick asked for a roll call vote on the motion. All members present voting aye except Hendrix. **Motion carried 7-1.**

Vice Chairman Cullick asked for a roll call vote on the original motion. All members present voting aye except Flowers and Hendrix. **Motion carried 6-2.**

### Economic Development

Member Hendrix stated nothing to report at this time.

### Finance

#### CLAIMS

Member Cullick moved to approve the claims submitted in the amount not to exceed \$2,205,190.49; Grand Juror Claims from May 22, 2017 in an amount not to exceed \$317.24; Grand Juror Claims for June 5, 2017 in an amount not to exceed \$303.03 and Health Department Claims in an amount not to exceed \$69,599.74. Member Davidson seconded the motion.

**COMBINED CLAIMS:** FCLT MGMT \$76,296.29, B&Z \$1,635.31, CO CLK & RCDR \$1,127.15, ED SRV REG \$6,295.35, SHRFF \$26,307.09, CRRCTNS \$37,246.37, MERIT \$910.00, EMA \$1,148.10, CRCT CT CLK \$1,077.47, JURY COMM \$112.27, CRCT CT JDG \$9,403.52, CRNR \$168.43, CMB CRT SRV \$1,873.90, PUB DFNDR \$3,819.00, ST ATTY \$5,335.99, SPRV OF ASSMNT \$460.00, TRSR \$1,474.66, UNEMPLY CMP \$8,471.00, EMPLY HLTH INS \$252.09, OFF OF ADM SRV \$99.55, CO BRD \$2,606.04, TECH SRV \$12,977.70, CAP EXPEND \$9,983.35, ECON DEV \$51.68, CAP IMPRV \$22,669.00, CO HWY \$43,671.84, CO BRDG \$9,186.78, TRNSPRT SALES TX \$53,677.51, FRST PRSRV \$6,628.32, ELLIS HS \$538.73, ELLIS BRN \$26.30, ELLIS GRNDS \$259.15, ELLIS RDNG LSSNS \$724.75, ELLIS BDAY PARTIES \$105.00, ELLIS PUB PRGMS \$9.68, ELLIS WDDNGS \$607.30, HOOVER \$7,181.07, ENV ED SCHL \$35.89, ENV ED CMPS \$424.36, ENV ED NTRL BGNNGS \$269.29, ENV ED OTHR PUB PRGMS \$43.07, ENV ED LWS OF NTR \$57.73, GNDS & NTRL RSRCS \$3,541.01, FP DBT SRV \$33,900.00, ANML CNTRL EXPS \$47.83, CO RCDR DOC STRG \$6,835.87, DRG ABS EXP \$1,476.96, HIDTA \$330,312.16, CMSRY FND \$4,400.43, COOK CO REIMB FND \$18,630.50, CRT SEC FND \$137.79, LAW LBRY \$2,854.00, CRCT CT DOC STRG \$3,371.70, JUV JSTC CNCL \$204.80, CRT AUTOMA \$5,760.00, PRBTN SRV EXP FND \$7,144.61, KC DRG CT FND \$4,796.28, GIS \$3,804.67, TX SL AUTO EXP \$4,569.90, KAT \$48,292.01, ENG/CNSLTG ESCRW \$298.89, PUB SFTY \$521,199.00, SHRFF FTA FND \$2,096.34, VAC \$1,934.73, CRNR SPCL FND \$2,206.05, FP BND PRCDs '07 \$3,323.58, FP DBT SRV '07 \$557,316.53, CRTHS DBT SRV \$283,861.25, HLTH & HMN SRV \$69,599.74

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

### **Coroner Claims**

Member Cullick moved to approve the coroner claims in the amount not to exceed \$2,374.48. Member Prochaska seconded the motion. Vice Chairman Cullick asked for a roll call vote on the motion. All members present voting aye except Purcell who voted present. **Motion carried.**

### **WIPFLI Contract Extension**

Member Purcell moved to approve the WIPFLI 1-year contract extension for audit cost not to exceed \$58,750. Member Hendrix seconded the motion. Vice Chairman Cullick asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 17-22 is available in the Office of the County Clerk.

### **Membership with Metro Counties**

Member Purcell moved to approve the membership renewal with Metro Counties in an amount not to exceed \$2,500. Member Cullick seconded the motion. Vice Chairman Cullick asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### **Treasurer's Office Reorganization**

Member Purcell moved to approve an amount not to exceed \$10,000 to the Treasurer's Office for reorganization and assumption of Employee Benefit responsibilities, and an amount not to exceed \$15,000 for staff stipends for the remainder of Fiscal Year 2017. Member Flowers seconded the motion. Vice Chairman Cullick asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### **Administration Office Reorganization**

Member Purcell moved to approve an amount not to exceed \$10,000 to the Administration Office for reorganization and assumption of Worker's Compensation, Risk Management, Background Checks, Employment Postings and Applications, Employee Handbook, OSHA, Property Inventory, Employee Recognition and Gradience responsibilities, and an amount not to exceed \$15,000 for staff stipends for the remainder of Fiscal Year 2017. Member Prochaska seconded the motion. Vice Chairman Cullick asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### **Animal Control**

Member Flowers stated that they will meet next Wednesday.

### **Health and Environment**

Member Gilmour mentioned that there will be a diabetic eye screening June 26, 2017 and an Electronic Recycling Event on August 5, 2017.

### **Committee of the Whole**

No report.

## **STANDING COMMITTEE MINUTES APPROVAL**

Member Purcell moved to approve all of the Standing Committee Minutes and Reports. Member Flowers seconded the motion.

Member Prochaska moved to approve all of the Standing Committee Minutes and Reports except Finance; refer back to the Finance Committee to review and correct. Member Gilmour seconded the motion.

Member Purcell withdrew the motion to approve all of the Standing Committee Minutes and Reports. Member Flowers withdrew the second to the motion.

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

## **SPECIAL COMMITTEE REPORTS**

### **VAC**

No report.

Co Board 6/20/17



## Historic Preservation

Member Flowers said that they will be meeting on June 22nd.

## Board of Health

Member Giles stated that they meet tonight.

## Kencom

Member Gilmour stated that the board meets on August 24<sup>th</sup>.

## OTHER BUSINESS

Vice Chairman Cullick reminded the board of the special county board meeting on June 29, 2017 at 5:00pm for the purpose of discussing of the Kencom assignment.

## Chairman's Report

### Appointments

Kristine Heiman – Historic Preservation Commission – 3 year term – Expires June 2020  
Joel Frieders – Alternate KenCom Board, City of Yorkville

Member Purcell moved to approve the appointments. Member Prochaska seconded the motion. Vice Chairman Cullick asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Member Davidson spoke about the 10<sup>th</sup> annual Salute to Veteran's dinner

## QUESTIONS FROM THE PRESS

Jim Wyman from WSPY asked if the HR Position will be replaced by the county. Will there be any legal action against the former HR Director?

## EXECUTIVE SESSION

Member Cullick 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 Purcell seconded the motion. Vice Chairman Cullick 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 Cullick asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 28th day of June, 2017.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS**

**RESOLUTION 2017-\_\_**

**RESOLUTION REPEALING ORDINANCE 05-48, ENTITLED  
“ORDINANCE ADOPTING AND IMPLEMENTING THE KENDALL  
COUNTY AGRICULTURAL CONSERVATION EASEMENT AND  
FARMLAND PROTECTION PROGRAM,” AND ORDINANCE 08-43,  
ENTITLED “ORDNANCE REVISING THE KENDALL COUNTY  
AGRICULTURAL CONSERVATION EASEMENT AND FARMLAND  
PROTECTION PROGRAM (REVISED OCTOBER 21, 2008)”**

WHEREAS, on August 16, 2005, the County Board of Kendall County (“County Board”) adopted Ordinance 05-48 for the purpose of implementing the Kendall County Agricultural Conservation Easement and Farmland Protection Program (“Program”) and creating a Kendall County Agricultural Conservation Easement and Farmland Protection Commission (“Commission”), a true and accurate copy is attached hereto as Exhibit 1; and

WHEREAS, on October 21, 2008, the County Board adopted Ordinance 08-43 for the purpose of amending Ordinance 05-48 to “reflect the terms of the County Board representatives to correspond with the terms of office for the County Board members,” a true and accurate copy is attached hereto as Exhibit 2; and

WHEREAS, the County Board has recently embarked on an effort to stream line County government by evaluating the current boards, committees, and commissions created by the County Board and eliminating boards, committees, and commissions that no longer appear to be necessary or beneficial to the efficient operation of County government; and

WHEREAS, the County Board has reviewed the objectives, utility, and activity of the Program and Commission since their creation and determined the present utility and activity of the Program and Commission are minimal; and the objectives, to the extent they are still relevant and necessary, may be satisfied through other means; and

WHEREAS, the County Board believes it is presently appropriate and in the best interest of the residents of Kendall County to repeal Ordinance 05-48 and Ordinance 08-43, terminating the Program and Commission effective immediately upon approval of this Resolution; and

WHEREAS, as required by section seven of Ordinance 05-48 and Ordinance 08-43, Kendall County has notified the public, in accordance with the Illinois Open Meetings Act, 5 ILCS 120/1, of a public hearing scheduled for today’s date, providing the public an opportunity to be heard on the County Board’s intention to repeal Ordinance 05-48 and Ordinance 08-43,

and said public hearing was held on this date.

**NOW, THEREFORE, BE IT RESOLVED:**

1. Ordinance 05-48, adopted August 16, 2005, and Ordinance 08-43, adopted October 21, 2008 are hereby resolved in their entirety.
  
2. The Kendall County Agricultural Conservation Easement and Farmland Protection Program and the Kendall County Agricultural Conservation Easement and Farmland Protection Commission are hereby abolished effective immediately upon approval of this Resolution.

Approved and adopted by the County Board of Kendall County, Illinois, this 18th day of July, 2017.

Board Chairman Signature:

Attest:

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

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

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF KENDALL

ORDINANCE NO. 05-48

**ORDINANCE ADOPTING AND IMPLEMENTING THE KENDALL COUNTY  
AGRICULTURAL CONSERVATION EASEMENT AND FARMLAND  
PROTECTION PROGRAM**

WHEREAS, the County has the authority to purchase real estate for the preservation of forests, prairies and other natural areas pursuant to 55 ILCS 5/5-1005; and

WHEREAS, the County is authorized to acquire land for purposes of flood plain protection, flood water run-off, detention ponds, and other public grounds and may regulate the use of these public grounds for any public purpose pursuant to 55 ILCS 5/5-1049; and

WHEREAS, the County is authorized to acquire land for the purpose of protecting the water supply pursuant to 55 ILCS 5/5-15009; and

WHEREAS, the County is authorized to protect and establish preservation districts including the protection of landscapes in areas of scenic significance pursuant to 55 ILCS 5/5-30004; and

WHEREAS, the State of Illinois has authorized the Illinois Department of Natural Resources to assist local governments in the acquisition of open space pursuant to the Open Space Lands Acquisition and Development Act (525 ILCS 35/1); and

WHEREAS, the Kendall County Board finds and determines that the adoption implementation of the Kendall County Agricultural Conservation Easement and Farmland Protection Program is necessary in order to maintain and preserve the natural beauty of Kendall County; and

WHEREAS, adoption of the Kendall County Agricultural Conservation Easement and Farmland Protection Program will assist in promoting responsible managed growth patterns through intergovernmental planning agreements in conjunction with the Kendall County Land Resource Management Plan, the Kendall County Forest Preserve District Master Plan, the Kendall County Trails and Greenways Plan, the Kendall County Transportation Plan, and the Kendall County Storm Water Management Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Kendall County Board that it hereby adopts the following:



SECTION 1: An Ordinance to create the Kendall County Agricultural Conservation Easement and Farmland Protection Program and to establish the Kendall County Conservation Easement and Farmland Protection program pursuant to the Illinois Property Conservation Rights Act, 765 ILCS 120/0.01 et seq., to read as follows;

1. DEFINITIONS. In this Ordinance:

- A. Board means the Kendall County Board.
- B. Conservation Easement means a holder's nonpossessory interest in real property within Kendall County imposing any limitation or affirmative obligation the purpose of which includes protecting viable farm operations and farmland to maintain the rural character of Kendall County, permanently preserving scenic vistas and environmentally significant areas, including wetlands, lakes, streams and wood lots, creating and preserving "buffer zones" around significant environmental areas and agricultural areas, restricting land divisions, retaining or protecting natural, scenic or open space values of real property, assuring the availability of real property for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, preserving the historical, architectural, archaeological, archaeological or cultural aspects of real property.
- C. Commission means the Kendall County Agricultural Conservation Easement and Farmland Protection Commission.
- D. Conservation Interest means a holder's interest in a conservation easement, a third-party right of enforcement in a conservation easement or fee title interest in real property.
- E. Nonprofit Conservation Organization means a nonprofit corporation, a charitable trust or other nonprofit association whose purposes include the acquisition of property for conservation purposes and that is described in Section 501(c) (3) of the Internal Revenue Code and is exempt from federal income tax under Section 501(a) of the Internal Revenue Code.

2. LAND TRUST COMMISSION

- A. Creation. There is hereby created the Kendall County Agricultural Conservation Easement and Farmland Protection Commission (hereinafter the "Commission").
- B. Duties. The Commission shall be responsible for general supervision of the Agricultural Conservation Easement and Farmland Protection Program as set forth in this Ordinance, including the following:

1. The Commission shall maintain contact with public and private agencies to maximize the resources and coordinate efforts to preserve the rural character of Kendall County.
2. The Commission shall determine the interest of owners of land within Kendall County at least annually, to donate or sell interests in real property for the purpose of the Agricultural Conservation Easement and Farmland Protection Program.
3. The Commission shall recommend selection criteria and may recommend the acquisition of interests in specific parcels of real property to be acquired by the County of Kendall for agricultural protection purpose.
4. The Commission may recommend changes to the Kendall County Agricultural Conservation Easement and Farmland Protection Program and suggestions as to how the Kendall County Agricultural Conservation Easement and Farmland Protection Fund acquisition program may be integrated with the Kendall County Land Resource Management Plan, the Kendall County Forest Preserve District Master Plan, the Kendall County Trails and Greenways Plan, the Kendall County Transportation Plan, and the Kendall County Storm water Management Ordinance and other local and regional land use plans.
5. The Commission may conduct public meeting or public hearings as it determines necessary.
6. The Commission may prepare any application forms necessary for the Agricultural Conservation Easement and Farmland Protection Program and prepare, review and recommend any grant application for State and Federal grants.

C. Membership. The Commission shall consist of nine (9) voting members consisting of:

1. Three members of the Kendall County Board who shall be appointed by the Chairman of the Kendall County Board with the advice and consent of the County Board.
2. A representative of the Kendall County Farm Bureau who shall be appointed by the President of the Kendall County Farm Bureau with the advice and consent of the Farm Bureau Board.

3. A representative of the Kendall County Soil and Water Conservation District who shall be appointed by the President of the Kendall County Soil and Water Conservation District with the advice and consent of the Soil and Water Conservation District Board.
4. A member of the Kendall County Regional Planning Commission who shall be appointed by the Chairman of the Kendall County Regional Planning Commission with the advice and consent of the Regional Planning Commission.
5. Three members who shall reside in Kendall County who reflect the demographics of Kendall County shall be appointed by the Chairman of the Kendall County Board with the advice and consent of the County Board.
6. The term of membership shall expire on June 1 following the third anniversary of their appointment. All members shall be residents of Kendall County and, to the extent practicable, include persons with backgrounds and experience in agriculture, finance, conservation or planning.

D. Officers. The Commission shall have the following officers:

1. The Commission Chairman shall be appointed by the Chairman of the Kendall County Board at the initial meeting and shall preside at all meetings of the Commission. The Commission Chairman shall serve for a term of one (1) year, subject to reappointment by the Chairman of the Kendall County Board.
2. A Vice Chairman shall be elected by a majority vote of the Commission at the first meeting of the Commission to serve for a term of one (1) year, subject to reappointment by the Commission. The Vice Chairman shall serve as Commission Chairman in the absence of the Chairman.
3. A Secretary shall be elected by a majority vote of the Commission at the first meeting of the Commission to serve for a term of one (1) year, subject to reappointment by the Commission. The Secretary shall be responsible for keep minutes of meetings.

E. Rules of Procedure.

1. The Commission shall adopt rules of procedure and bylaws to govern its deliberations. In the absence of any other such rules, the Commission shall conduct its proceedings in accordance with Robert's Rules of Order, latest revised edition, the Open Meetings Act (5 ILCS 120/1), and the Freedom of Information Act (5 ILCS 140/1).
2. Under no circumstances shall a rule of procedure or bylaw shall release the Commission from complying with Federal and State Statutes.

3. AGRICULTURAL CONSERVATION EASEMENT AND FARMLAND PROTECTION PRORAM EXPENDITURES.

The County Board is authorized to acquire conservation interests in real property or to make payments to nonprofit conservation organizations for the purpose of rural and farmland preservation as provided herein.

- A. Conservation Easement Purchases. The County Board may, subject to subsection D, expend funds for costs associated with the purchase or acceptance of donated holders' interests or third party rights of enforcement in conservation easements as defined, respectively, in the Illinois Property Conservation Right Act.
- B. Payments to Nonprofit Organizations. The County Board may, subject to subsection D, appropriate money for payment to a nonprofit conservation organization for the conservation of farmland and natural resources within Kendall County or beneficial to Kendall County through the acquisition of conservation interests provided that the recipient organization submits and the County Board approves a detailed plan for the work to be done.
- C. Voluntary Conveyances. The County Board may acquire conservation interests only from willing owners and may not exercise its power of eminent domain to acquire such conservation interests.
- D. Voluntary Contributions: The County Board may accept voluntary contributions from individuals, organizations, or other government agencies for the purpose of acquiring conservation easements.
- E. Indirect Costs. In addition to the purchase price therefore, the County Board may expend funds for the payment of indirect costs associated with the conduct of the program, including costs of administration and acquisition of conservation interests, including but not limited to survey costs, title evidence, attorney's fees, appraisers' fees, environmental assessments, transfer taxes and recording fees.

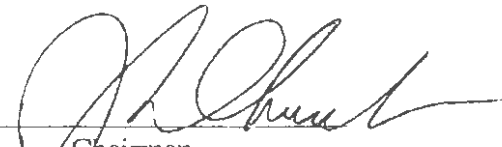


4. PROCEDURE FOR ACQUISITION OF CONSERVATION INTERESTS
- A. The Commission shall review all applications and make formal recommendations to the County Board as to which conservations interests should be considered.
  - B. The County Board may conduct public meetings or public hearings as it determines necessary for consideration of Agricultural Conservation Easement and Farmland Protection conservation interests and/or expenditures.
  - C. Final action of the County Board is required to acquire conservation interests either by purchasing the conservation interest or by voluntary conveyance.
5. ALIENATION OF ACQUIRED INTERESTS. Except where the intention to reconvey conservation interest is expressly provided for in the Board's authorization to acquire such interest, no conservation interest acquired by the County under the provisions of this Ordinance shall thereafter be alienated.
6. CONFLICT OF INTEREST. No person may participate in any deliberation of Commission or of the County Board in the consideration or determination of any expenditure under this Ordinance in which the person, a member of the person's family, or an organization with whom the person is affiliated has a financial interest.
7. AMENDMENT OR REPEAL. This Ordinance may be amended or repealed only by affirmative vote of the County Board following a public hearing.
8. SERVERABILITY. Should any provision of this Ordinance be adjudged invalid by a court of competent jurisdiction, such Adjudication shall not affect the validity of any other provision of this Ordinance.

SECTION 2. This Ordinance shall take effect immediately upon its passage as provided by law.

Passed and adopted by the County Board of Kendall County, Illinois this 16<sup>TH</sup> day of AUGUST, 2005

ATTEST:   
County Clerk

  
Chairman

**KENDALL COUNTY AGRICULTURAL CONSERVATION EASEMENT AND  
FARMLAND PROTECTION COMMISSION**

**BYLAWS**

**ARTICLE 1.           Name**

- 1.1    The organization shall be known as the Kendall County Agricultural Conservation Easement and Farmland Protection Commission (hereinafter referred to as "Farmland Protection Commission").

**ARTICLE 2.           Membership**

- 2.1    The Commission shall consist of nine (9) voting members consisting of three members of the Kendall County Board who shall be appointed by the Chairman of the Kendall County Board with the advice and consent of the County Board, a representative of the Kendall County Farm Bureau who shall be appointed by the President of the Kendall County Farm Bureau with the advice and consent of the Farm Bureau Board, a representative of the Kendall County Soil and Water Conservation District who shall be appointed by the President of the Kendall County Soil and Water Conservation District with the advice and consent of the Soil and Water Conservation District Board, a member of the Kendall County Regional Planning Commission who shall be appointed by the Chairman of the Kendall County Regional Planning Commission with the advice and consent of the Regional Planning Commission, three members who shall reside in Kendall County who reflect the demographics of Kendall County shall be appointed by the Chairman of the Kendall County Board with the advice and consent of the County Board.
- 2.2    The term of membership shall expire on June 1 following the third anniversary of their appointment. All members shall be residents of Kendall County and, to the extent practicable, include persons with backgrounds and experience in agriculture, finance, conservation or planning.
- 2.3    Members may be reappointed for additional terms.

**ARTICLE 3.           Officers**

- 3.1    The Commission Chairman shall be appointed by the Chairman of the Kendall County Board at the initial meeting and shall preside at all meetings of the Commission. The Commission Chairman shall serve for a term of one (1) year, subject to reappointment by the Chairman of the Kendall County Board.

- 3.2 A Vice Chairman shall be elected by a majority vote of the Commission at the first meeting of the Commission to serve for a term of one (1) year, subject to reappointment by the Commission. The Vice Chairman shall serve as Commission Chairman in the absence of the Chairman.
- 3.3 A Secretary shall be elected by a majority vote of the Commission at the first meeting of the Commission to serve for a term of one (1) year, subject to reappointment by the Commission. The Secretary shall be responsible for keep minutes of meetings.

**ARTICLE 4. Meetings**

- 4.1 The Farmland Protection Commission's regularly scheduled meetings shall be held at a time and locations as deemed appropriate by the Commission.
- 4.2 Special Meetings may be called by the Chair or three (3) members of the Farmland Protection Commission by giving at least forty-eight (48) hours notice to each member and the local media.
- 4.3 A quorum shall consist of five (5) members of the Farmland Protection Commission.
- 4.4 Minutes shall be recorded for all meetings and filed with the County Clerk in accordance with the Open Meetings Act.
- 4.4 Action shall be taken by the Farmland Protection Commission when a motion or resolution is passed by a majority of a quorum.
- 4.5 The Chair shall vote on all motions, resolutions, or other matters that are put to a vote.

**ARTICLE 5. Procedures**

- 5.1 The Commission shall adopt rules of procedure to govern its deliberations. In the absence of any other such rules, the Commission shall conduct its proceedings in accordance with Robert's Rules of Order, latest revised edition, the Open Meetings Act (5 ILCS 120/1), and the Freedom of Information Act (5 ILCS 140/1).
- 5.2 Under no circumstances shall a rule of procedure or bylaw shall release the Commission from complying with Federal and State Statutes.

**ARTICLE 6. Committees**

- 6.1 Committees may be established by resolution of the Farmland Protection Commission to serve at the pleasure of the Commission. The Chair may establish committees between regular Farmland Protection Commission meetings to act upon urgent matters and report at the following regular meeting of the Commission.
- 6.2 The Chair shall appoint members to committees and designate the chair of each committee.

**ARTICLE 7. Conflict of Interest**

- 7.1 Each member, in order to protect him/herself and the Commission from allegations of a conflict of interest or favoritism, must take individual responsibility for evaluating his/her personal or financial interest (or that of his/her family or partner) in any matter being considered by the Farmland Protection Commission.
- 7.2 Prior to consideration of any matter being considered by the Farmland Protection Commission, a member with a conflict must physically move from his/her chair so that he/she will not participate in the Commission's deliberation or vote.
- 7.3 No member shall accept or receive a gift or gratuity of property of any kind which in any way, directly or indirectly, relates to membership on the Farmland Protection Commission in accordance with the State Gift Ban Act or other appropriate provisions of law.

**ARTICLE 8. Changes to Bylaws**

- 8.1 These Bylaws may be altered, amended, repealed, supplemented, or superseded by a two-thirds majority vote of the Farmland Protection Commission.
- 8.2 Members shall be provided with a copy of the proposed change(s) at least ten (10) days prior to their introduction.
- 8.3 Any proposed change(s) shall be introduced at one regular meeting and acted upon at the next regular meeting. Introduction and action may occur, however, at special meetings scheduled not less than twenty-four (24) hours apart and with at least ten (10) days notice to each member and at least forty-eight (48) hours notice to the local media.

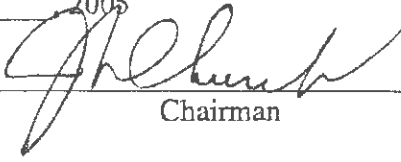
**ARTICLE 9.**            Effective Date

9.1    These Bylaws shall take effect immediately upon its passage as provided by law.

Approved: the 16 day of AUGUST 2005

ATTEST:

  
County Clerk

  
Chairman

STATE OF ILLINOIS

COUNTY OF KENDALL

ORDINANCE NO. 08-43

**ORDINANCE REVISING THE KENDALL COUNTY AGRICULTURAL  
CONSERVATION EASEMENT AND FARMLAND PROTECTION PROGRAM  
(REVISED OCTOBER 21, 2008)**

WHEREAS, the County has the authority to purchase real estate for the preservation of forests, prairies and other natural areas pursuant to 55 ILCS 5/5-1005; and

WHEREAS, the County is authorized to acquire land for purposes of flood plain protection, flood water run-off, detention ponds, and other public grounds and may regulate the use of these public grounds for any public purpose pursuant to 55 ILCS 5/5-1049; and

WHEREAS, the County is authorized to acquire land for the purpose of protecting the water supply pursuant to 55 ILCS 5/5-15009; and

WHEREAS, the County is authorized to protect and establish preservation districts including the protection of landscapes in areas of scenic significance pursuant to 55 ILCS 5/5-30004; and

WHEREAS, the State of Illinois has authorized the Illinois Department of Natural Resources to assist local governments in the acquisition of open space pursuant to the Open Space Lands Acquisition and Development Act (525 ILCS 35/1); and

WHEREAS, the Kendall County Board previously determined that the adoption and implementation of the Kendall County Agricultural Conservation Easement and Farmland Protection Program is necessary in order to maintain and preserve the natural beauty of Kendall County; and

WHEREAS, adoption of the Kendall County Agricultural Conservation Easement and Farmland Protection Program will assist in promoting responsible managed growth patterns through intergovernmental planning agreements in conjunction with the Kendall County Land Resource Management Plan, the Kendall County Forest Preserve District Master Plan, the Kendall County Trails and Greenways Plan, the Kendall County Transportation Plan, and the Kendall County Storm Water Management Ordinance; and



WHEREAS, the Kendall County Board previously adopted the Kendall County Agricultural Conservation Easement and Farmland Protection Program by Ordinance Number \_\_\_\_\_ which created the Kendall County Agricultural Conservation Easement and Farmland Protection Program and By-Laws for the Kendall County Agricultural Conservation Easement and Farmland Protection Program were also adopted subsequent to that date.

WHEREAS, the Kendall County Board desires to amend the Ordinance to reflect the terms of the County Board representatives to correspond with the terms of office for the County Board members.

NOW, THEREFORE, BE IT ORDAINED by the Kendall County Board that it hereby adopts the following amendments to Ordinance number \_\_\_\_\_ Adopting and Implementing the Kendall County Agricultural Conservation Easement and Farmland Protection Program:

SECTION 1: An Ordinance to create the Kendall County Agricultural Conservation Easement and Farmland Protection Program and to establish the Kendall County Conservation Easement and Farmland Protection program pursuant to the Illinois Property Conservation Rights Act, 765 ILCS 120/0.01 et seq., to read as follows;

1. DEFINITIONS. In this Ordinance:

- A. Board means the Kendall County Board.
- B. Conservation Easement means a holder's nonpossessory interest in real property within Kendall County imposing any limitation or affirmative obligation the purpose of which includes protecting viable farm operations and farmland to maintain the rural character of Kendall County, permanently preserving scenic vistas and environmentally significant areas, including wetlands, lakes, streams and wood lots, creating and preserving "buffer zones" around significant environmental areas and agricultural areas, restricting land divisions, retaining or protecting natural, scenic or open space values of real property, assuring the availability of real property for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, preserving the historical, architectural, archaeological, archaeological or cultural aspects of real property.
- C. Commission means the Kendall County Agricultural Conservation Easement and Farmland Protection Commission.

- D. Conservation Interest means a holder's interest in a conservation easement, a third-party right of enforcement in a conservation easement or fee title interest in real property.
- E. Nonprofit Conservation Organization means a nonprofit corporation, a charitable trust or other nonprofit association whose purposes include the acquisition of property for conservation purposes and that is described in Section 501(c) (3) of the Internal Revenue Code and is exempt from federal income tax under Section 501(a) of the Internal Revenue Code.

2. LAND TRUST COMMISSION

- A. Creation. There is hereby created the Kendall County Agricultural Conservation Easement and Farmland Protection Commission (hereinafter the "Commission").
- B. Duties. The Commission shall be responsible for general supervision of the Agricultural Conservation Easement and Farmland Protection Program as set forth in this Ordinance, including the following:
  - 1. The Commission shall maintain contact with public and private agencies to maximize the resources and coordinate efforts to preserve the rural character of Kendall County.
  - 2. The Commission shall determine the interest of owners of land within Kendall County at least annually, to donate or sell interests in real property for the purpose of the Agricultural Conservation Easement and Farmland Protection Program.
  - 3. The Commission shall recommend selection criteria and may recommend the acquisition of interests in specific parcels of real property to be acquired by the County of Kendall for agricultural protection purpose.
  - 4. The Commission may recommend changes to the Kendall County Agricultural Conservation Easement and Farmland Protection Program and suggestions as to how the Kendall County Agricultural Conservation Easement and Farmland Protection Fund acquisition program may be integrated with the Kendall County Land Resource Management Plan, the Kendall County Forest Preserve District Master Plan, the Kendall County Trails and Greenways Plan, the Kendall County Transportation Plan, and the Kendall County Storm water Management Ordinance and other local and regional land use plans.



5. The Commission may conduct public meeting or public hearings as it determines necessary.
6. The Commission may prepare any application forms necessary for the Agricultural Conservation Easement and Farmland Protection Program and prepare, review and recommend any grant application for State and Federal grants.

C. Membership. The Commission shall consist of nine (9) voting members consisting of:

1. Three members of the Kendall County Board who shall be appointed by the Chairman of the Kendall County Board with the advice and consent of the County Board.
2. A representative of the Kendall County Farm Bureau who shall be appointed by the President of the Kendall County Farm Bureau with the advice and consent of the Farm Bureau Board.
3. A representative of the Kendall County Soil and Water Conservation District who shall be appointed by the President of the Kendall County Soil and Water Conservation District with the advice and consent of the Soil and Water Conservation District Board.
4. A member of the Kendall County Regional Planning Commission who shall be appointed by the Chairman of the Kendall County Regional Planning Commission with the advice and consent of the Regional Planning Commission.
5. Three members who shall reside in Kendall County who reflect the demographics of Kendall County shall be appointed by the Chairman of the Kendall County Board with the advice and consent of the County Board.
6. The term of membership shall be three years and expire on December 1 following the third anniversary of their appointment except for County Board representatives which term of membership shall be two years and expire on December 1 following the second anniversary of their appointment. All members shall be residents of Kendall County and, to the extent practicable, include persons with backgrounds and experience in agriculture, finance, conservation or planning.

7. Members other than the County Board representatives shall serve 3-year terms on an alternating schedule. County Board members shall serve 2-year terms corresponding with their County Board terms and biennial special assignment appointments.

D. Officers. The Commission shall have the following officers:

1. The Commission Chairman shall be appointed by the Chairman of the Kendall County Board at the initial meeting and shall preside at all meetings of the Commission. The Commission Chairman shall serve for a term of one (1) year, subject to reappointment by the Chairman of the Kendall County Board.
2. A Vice Chairman shall be elected by a majority vote of the Commission at the first meeting of the Commission to serve for a term of one (1) year, subject to reappointment by the Commission. The Vice Chairman shall serve as Commission Chairman in the absence of the Chairman.
3. A Secretary shall be elected by a majority vote of the Commission at the first meeting of the Commission to serve for a term of one (1) year, subject to reappointment by the Commission. The Secretary shall be responsible for keep minutes of meetings.

E. Rules of Procedure.

1. The Commission shall adopt rules of procedure and bylaws to govern its deliberations. In the absence of any other such rules, the Commission shall conduct its proceedings in accordance with Robert's Rules of Order, latest revised edition, the Open Meetings Act (5 ILCS 120/1), and the Freedom of Information Act (5 ILCS 140/1).
2. Under no circumstances shall a rule of procedure or bylaw shall release the Commission from complying with Federal and State Statutes.

3. AGRICULTURAL CONSERVATION EASEMENT AND FARMLAND PROTECTION PRORAM EXPENDITURES.

The County Board is authorized to acquire conservation interests in real property or to make payments to nonprofit conservation organizations for the purpose of rural and farmland preservation as provided herein.

- A. Conservation Easement Purchases. The County Board may, subject to subsection D, expend funds for costs associated with the purchase or acceptance of donated holders' interests or third party rights of enforcement in conservation easements as defined, respectively, in the Illinois Property Conservation Right Act.
- B. Payments to Nonprofit Organizations. The County Board may, subject to subsection D, appropriate money for payment to a nonprofit conservation organization for the conservation of farmland and natural resources within Kendall County or beneficial to Kendall County through the acquisition of conservation interests provided that the recipient organization submits and the County Board approves a detailed plan for the work to be done.
- C. Voluntary Conveyances. The County Board may acquire conservation interests only from willing owners and may not exercise its power of eminent domain to acquire such conservation interests.
- D. Voluntary Contributions: The County Board may accept voluntary contributions from individuals, organizations, or other government agencies for the purpose of acquiring conservation easements.
- E. Indirect Costs. In addition to the purchase price therefore, the County Board may expend funds for the payment of indirect costs associated with the conduct of the program, including costs of administration and acquisition of conservation interests, including but not limited to survey costs, title evidence, attorney's fees, appraisers' fees, environmental assessments, transfer taxes and recording fees.

4. PROCEDURE FOR ACQUISITION OF CONSERVATION INTERESTS

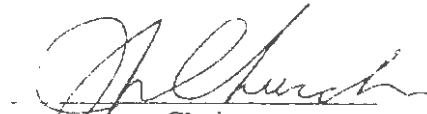
- A. The Commission shall review all applications and make formal recommendations to the County Board as to which conservations interests should be considered.
- B. The County Board may conduct public meetings or public hearings as it determines necessary for consideration of Agricultural Conservation Easement and Farmland Protection conservation interests and/or expenditures.
- C. Final action of the County Board is required to acquire conservation interests either by purchasing the conservation interest or by voluntary conveyance.

5. ALIENATION OF ACQUIRED INTERESTS. Except where the intention to reconvey conservation interest is expressly provided for in the Board's authorization to acquire such interest, no conservation interest acquired by the County under the provisions of this Ordinance shall thereafter be alienated.

6. **CONFLICT OF INTEREST.** No person may participate in any deliberation of Commission or of the County Board in the consideration or determination of any expenditure under this Ordinance in which the person, a member of the person's family, or an organization with whom the person is affiliated has a financial interest.
7. **AMENDMENT OR REPEAL.** This Ordinance may be amended or repealed only by affirmative vote of the County Board following a public hearing.
8. **SERVERABILITY.** Should any provision of this Ordinance be adjudged invalid by a court of competent jurisdiction, such Adjudication shall not affect the validity of any other provision of this Ordinance.

SECTION 2. This Ordinance shall take effect immediately upon its passage as provided by law.

Passed and adopted by the County Board of Kendall County, Illinois this 21st day of October, 2008

  
Chairman

ATTEST:   
County Clerk

<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>6/1/17-6/30/17</b>	<b>6/1/16-6/30/16</b>	<b>6/1/15-6/30/15</b>
<b>Line Item</b>	<b>Fund</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>
	County Clerk Fees	\$ 941.00	\$ 864.50	\$ 840.00
	County Clerk Fees - Marriage License	\$ 2,190.00	\$ 1,830.00	\$ 1,770.00
	County Clerk Fees - Civil Union	\$ -	\$ 30.00	\$ -
	County Clerk Fees - Misc	\$ 2,026.50	\$ 2,384.00	\$ 2,391.00
	County Clerk Fees - Recording	\$ 32,922.00	\$ 29,626.00	\$ 28,350.00
01010061205	Total County Clerk Fees	\$ 38,079.50	\$ 34,734.50	\$ 33,351.00
01010001185	County Revenue	\$ 47,882.75	\$ 33,885.00	\$ 26,115.00
38010001320	Doc Storage	\$ 18,944.00	\$ 17,442.50	\$ 17,294.00
51010001320	GIS Mapping	\$ 31,990.00	\$ 29,367.00	\$ 29,241.00
37010001320	GIS Recording	\$ 3,998.00	\$ 3,667.00	\$ 3,655.00
01010001135	Interest	\$ 27.48	\$ 29.09	\$ 43.74
01010061210	Recorder's Misc	\$ 6,178.50	\$ 7,169.50	\$ 7,901.45
81010001320	RHSP/Housing Surcharge	\$ 16,938.00	\$ 15,561.00	\$ 15,120.00
37210001575	Tax Certificate Fee	\$ 1,600.00		
37210001576	Tax Sale Fees	\$ 216.29		
37210001577	Postage Fees			
CK # 18272	To KC Treasurer	\$ 165,854.52	\$ 141,855.59	\$ 132,721.19
Death Certificate Surcharge sent from Clerk's office \$908.00 ck # 18271				
Dom Viol Fund sent from Clerk's office \$365.00 ck 18270				

# 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 SEVEN MONTHS ENDED 06/30/2017

<u>REVENUES*</u>	Annual <u>Budget</u>	2017 YTD <u>Actual</u>	2017 YTD <u>%</u>	2016 YTD <u>Actual</u>	2016 YTD <u>%</u>
Personal Property Repl. Tax	\$370,000	\$277,828	75.09%	\$229,474	56.46%
State Income Tax	\$2,400,000	\$1,347,197	56.13%	\$1,560,676	58.89%
Local Use Tax	\$625,000	\$376,781	60.28%	\$488,409	103.92%
State Sales Tax	\$480,000	\$310,150	64.61%	\$219,344	40.21%
County Clerk Fees	\$330,000	\$224,316	67.97%	\$190,865	53.31%
Circuit Clerk Fees	\$950,000	\$415,504	43.74%	\$522,940	55.05%
Fines & Foreits/St Atty.	\$430,000	\$180,713	42.03%	\$217,010	45.69%
Building and Zoning	\$62,000	\$45,712	73.73%	\$36,946	62.09%
Interest Income	\$37,500	\$49,079	130.88%	\$21,944	73.15%
Health Insurance - Empl. Ded.	\$1,266,058	\$700,290	55.31%	\$635,867	50.86%
1/4 Cent Sales Tax	\$2,920,000	\$1,647,976	56.44%	\$1,615,682	59.88%
County Real Estate Transf Tax	\$396,420	\$228,391	57.61%	\$195,471	49.31%
Correction Dept. Board & Care	\$875,000	\$603,077	68.92%	\$310,240	40.47%
Sheriff Fees	\$255,000	\$121,448	47.63%	\$146,396	41.24%
<b>TOTALS</b>	<b>\$11,396,978</b>	<b>\$6,528,463</b>	<b>57.28%</b>	<b>\$6,391,263</b>	<b>56.01%</b>
<b>Public Safety Sales Tax</b>	<b>\$5,068,000</b>	<b>\$2,885,913</b>	<b>56.94%</b>	<b>\$2,824,645</b>	<b>58.85%</b>
<b>Transportation Sales Tax</b>	<b>\$4,750,000</b>	<b>\$2,885,913</b>	<b>60.76%</b>	<b>\$2,824,645</b>	<b>62.77%</b>

\*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 7 months the revenue and expense should at 58.33%

### EXPENDITURES

All General Fund Offices/Categories

<b>\$27,840,244</b>	<b>\$15,562,063</b>	<b>55.90%</b>	<b>\$14,122,372</b>	<b>50.15%</b>
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KENDALL COUNTY CORONER  
— JACQUIE PURCELL —

Description	**	Month: June 2017	Fiscal Year-to-Date	June 2016
Total Deaths		41	202	26
Natural Deaths		35	179	23
Accidental Deaths				
Overdose	*	1	7	2
Motor Vehicle	*	3	4	0
Other		0	2	0
Pending		2	3	0
Suicidal Deaths		0	6	1
Homicidal Deaths		0	1	0
Toxicology		5	23	3/16
Autopsies		5	22	2/10
Cremation Authorizations		22	119	13/88

\*\*

Accidental Death(s) (Overdose)

1. 06/02/2017 – Yorkville – 33yo Male, Combined Drug (Heroin, Alprazolam, Diphenhydramine, Mitrogynine, Amphetamine) Toxicity

Accidental Death(s) (Motor Vehicle)

1. 06/18/2017 – I-80/Seward Twp – 25yo Male, Multiple Blunt Force Injuries due to Motor Vehicle Collision
2. 06/30/2017 – Ridge Road/Minooka – 27yo Female, Blunt Force Injuries due to Motor Vehicle Collision
3. 06/30/2017 – Ridge Road/Minooka – 20+ week Female Fetus, Fetal Demise due to Death of Mother due to Motor Vehicle Collision

**PERSONNEL/OFFICE ACTIVITY:**

1. On June 30, we upgraded the database to Forensic Filer Online.
2. Gift of Hope Update: To date: Long bones, soft tissues (tendons/ligaments), corneas, heart valves have been donated and helped an estimated 50-100 people.

— CARORUM AD CURAM —

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

*Kendall County Office Building*

*Rooms 209 & 210*

*111 W. Fox Street, Yorkville, Illinois*

**6:30 p.m.**

**Meeting Minutes of July 10, 2017 – Unofficial until approved**

**CALL TO ORDER**

The meeting was called to order by Chairman Bob Davidson at 6:33 p.m.

**ROLL CALL**

Committee Members Present: Lynn Cullick (Arrived at 6:46 p.m.), Bob Davidson, Judy Gilmour, Scott Gryder and Matt Kellogg (Vice Chairman)

Committee Members Absent: None

Also Present: Matt Asselmeier (Senior Planner), Greg Peterson, Todd Milliron, Jackie Kowalski, Steve Moeller, Ron Walker, Dan Kramer, Tom Tanner, Aaron Rybski, Commander Michael Peters and Deputy Commander Jason Langston

**APPROVAL OF AGENDA**

Motion by Member Gryder, seconded by Member Gilmour to move the Village of Millbrook Related Items to the first agenda item under Old Business. With a voice vote of four ayes, the motion carried. Motion by Member Gryder, seconded by Member Gilmour to approve the agenda as amended. With a voice vote of four ayes, the motion carried.

**APPROVAL OF MINUTES**

Motion by Member Gilmour, seconded by Member Gryder, to approve the minutes from the June 12, 2017 meeting. With a voice vote of four ayes, the motion carried.

**EXPENDITURE REPORT**

Committee reviewed the claims report. Motion by Member Kellogg, seconded by Member Gryder to approve the claims report. With a voice vote of four ayes, the motion carried.

**PUBLIC COMMENT**

Greg Peterson, Minooka, thanked the Committee for their work related to outdoor shooting range regulations. He would like to see stricter regulations related to outdoor shooting ranges.

Todd Milliron, Yorkville, echoed the comments of Mr. Peterson. He believed that outdoor shooting ranges should be located in quarries or other industrial areas.

**PETITIONS**

None

**NEW BUSINESS**

*Request for Guidance Regarding 55 ILCS 5/5-12014 (c) Pertaining to Objections by Townships on Map Amendments and Text Amendments*

Member Cullick arrived at this time (6:36 p.m.)



Mr. Asselmeier read his memo regarding the topic. Discussion occurred regarding unnecessarily delaying projects if a township chooses not to comment while still providing the townships an opportunity to comment. Mr. Asselmeier will draft a resolution for the Committee to consider at its next meeting requiring the Committee to wait thirty (30) days unless comments have been provided by the township(s) prior to the end of the thirty (30) day comment period.

#### Request for Guidance Regarding Gaming Machines in Gas Stations

Mr. Asselmeier reported that the County received a request for gaming machines in a gas station near Minooka. Presently, the County follows State regulations and does not have additional regulations related to gaming machines. Gaming machines are considered accessory uses in liquor license establishments allowed to have gaming machines. The Committee requested Staff to research the regulations of neighboring counties on the subject.

### **OLD BUSINESS**

#### Village of Millbrook Related Items

Village of Millbrook Mayor Jackie Kowalski and Village Trustee Steve Moeller explained that Illinois Municipal League Risk Management Association, the Village's insurance provider, did not want the Village to carry primary auto and liability insurance for County personnel when the County did inspections on behalf of the Village of Millbrook. Mayor Kowalski proposed language reading, "Each party will maintain their own auto liability and general liability with amounts not less than \$1 Million per occurrence/\$2 Million aggregate and each would name the other as additional insured." The County will contact their insurance provider and see if an agreement can occur.

#### 9111 Ashley Road Buffering Issue

Mr. Asselmeier explained that the County received complaints of noise coming from the banquet facility at 9111 Ashley Road. In addition, the Committee previously requested that the owner of the banquet facility attend a meeting to discuss the trees and berm.

Ron Walker, Yorkville, explained that they planted thirty (30) pine trees on the property and created a berm on the northeast corner of the open lot in front of the barn; the berm extends approximately fifty feet (50') east to west and fifty feet (50') north to south. Along the south exit, a one to two foot (1'-2') berm was placed with thirty (30) lilac bushes. He and his wife attended all but one (1) of the ten (10) weddings at the venue this year. The decibel levels are checked every half hour to hour. Noise levels remain below sixty (60) dBA at all times. Twenty (20) weddings are booked for 2017 and approximately twenty-five (25) weddings are booked for 2018. Mr. Walker stated that all work is completed by 11:45 p.m. No guests are at the venue after 11:00 p.m.

Member Kellogg stated that he thought a "berm" should be taller and wider. Mr. Walker stated the height of the berm and trees were never defined. He also said that the purpose of the berm and trees were to prevent lights and sound from leaving the property and the trees and berm are blocking light and sound.

#### Hideaway Lakes Campground Discussion

Mr. Asselmeier reported that the Law, Justice & Legislation Committee requested that the special use permit be revoked due to the criminal activity and public health and safety concerns at the property. Mr. Asselmeier reported that Code Inspector Brian Holdiman inspected the property earlier this year and discovered forty-three (43) violations of the Junk and Debris

Ordinance. The owner has fixed thirty (30) of these issues and requested an additional thirty (30) days to remedy the thirteen (13) remaining issues. The consensus of the Committee was that the PBZ Department should grant the thirty (30) day extension.

Aaron Rybski, of the Kendall County Health Department, discussed the violations to health related ordinances. The violations include a septic issue, public health nuisances (junk and backflow prevention issues) and drinking water regulations. The next inspection is July 27<sup>th</sup>.

Attorney Dan Kramer spoke on behalf of Tom Tanner and stated Mr. Tanner has replaced ninety percent (90%) of the anti-siphon devices on all water risers, replaced ninety percent (90%) of the caps on sewer openings, removed tires, caps and risers installed on septic tanks and pumped the septic system as requested. Mr. Tanner, Yorkville, explained that most the work is finished. Mr. Rybski will send Mr. Asselmeier a copy of the report following the July 27<sup>th</sup> inspection.

Commander Michael Peters of the Kendall County Sheriff's Department discussed the Pavlik Report on the activities at Hideaway Lakes. The calls for service included drug overdoses and domestic disputes. Approximately seventy-seven (77) vehicles are registered at the property. Some of the people at the campgrounds appear to be residing at the campground year-round. The Sheriff's Department is not informed of events and festivals at Hideaway Lakes.

Member Gryder asked if the special use permit allows events. Mr. Asselmeier responded that the special use permit allows for campgrounds.

Member Gilmour asked about arrests at the property. Commander Peters did not have arrest numbers.

Attorney Kramer explained the history of how the property became a campground. He requested the names of problem individuals. People cannot stay longer than four (4) months at a time. Mr. Tanner stated only one (1) overdose occurred in 2016. He expressed concerns regarding the Sheriff's Department patrolling the campground and counting those patrols as "service calls."

Chairman Davidson asked about street signs and numbering in the campground. Mr. Tanner installed street signs and is working on numbers at each trailer spot; he is approximately halfway finished with the numbers.

Mr. Tanner said he was allowed a maximum four thousand six hundred (4,600) people in the campground.

Mr. Tanner did not believe that seventy-seven (77) vehicles were registered at the property.

Member Kellogg asked about campers using the address for mail and vehicle registration. Mr. Tanner said they could register at that campground address, but not live there full-time.

Chairman Davidson asked about the school bus picking up kids. Mr. Tanner said that he restricts the number of people living in a trailer, but he cannot prevent kids from staying in the trailers.

#### Amendments to Outdoor Shoot Range Regulations

Mr. Asselmeier read his memo on the subject. He noted that no members of the County Board submitted comments to date; the Sheriff's Department submitted comments. Mr. Asselmeier noted that all of the existing ranges did not meet the requirements of the proposal. The State Park may also need to be exempted. The suggestion was made to lower the uninhabited downrange safety area for rifles with more or equal power to a .22 long rifle to seven thousand feet (7,000') and that baffles be constructed in such a way that bullets shot over the targets would not leave the site. The hours of operation need to be finalized. Noise regulations and road classification requirements are still required. Discussion occurred regarding whether ranges must be one thousand feet (1,000') from existing dwellings or one thousand feet (1,000') from setback lines. Clarification is needed related to down-range distances and including slugs in the definition of rifles. Discussion occurred regarding the distinction between tactical and stationary shooting; this portion of the regulations need to be finalized. The proposal will be back on the agenda at the August meeting.

#### Noxious Weed Related Procedures

Mr. Asselmeier read his memo on the subject. The State wants the County to designate someone as Noxious Weed Superintendent. The Thistle Commissioners for each township could be the County's Noxious Weed Superintendents. Mr. Asselmeier will send a letter to the townships on the subject. A list of noxious weeds will be provided at a future meeting.

#### **UPDATE FOR HISTORIC PRESERVATION COMMISSION**

None

#### **REVIEW PERMIT REPORT**

The Committee reviewed the permit report. Fourteen (14) homes have been permitted in the unincorporated areas; there were eight (8) new homes built this time last year.

#### **REVIEW REVENUE REPORT**

The Committee reviewed the revenue report. Motion by Member Cullick, seconded by Member Gryder, to approve the Permit and Revenue Reports. With a voice vote of five ayes, the motion carried unanimously.

#### **CORRESPONDENCE**

June 20, 2017 Letter from Daniel J. Kramer RE: Delaney Public Hearing Shooting Range Petition 16-14

June 27, 2017 Email from Robert Velazquez RE: Petition Withdrawal Email

Mr. Asselmeier reported that Mr. Delaney and Mr. Velazquez withdrew their applications for their respective special use permits.

Correspondence Related to Banquet Facility at 1996 Johnson Road

Mr. Asselmeier stated that the Planning, Building and Zoning Department received a letter dated July 5, 2017, from Daniel J. Kramer and a police report from the Sheriff's Department regarding a call from a neighbor of the banquet facility at 1996 Johnson Road. No noise violations were found during the investigation.

Correspondence Related to Alleged Zoning Violation at 14207 Church Road

Mr. Asselmeier reported that the County Board members received an email on June 18, 2017. The address in question was found to be 14207 Church Road. The complaint stated that firearm classes were planned for the later in July at the site. Mr. Asselmeier stated that the classes have been removed from the website and that the owner is working with the class organizer to get the Groupon coupon removed from the Internet.

**PUBLIC COMMENT**

Todd Milliron, Yorkville, offered suggestions related to the insurance issue with Millbrook.

**COMMENTS FROM THE PRESS**

None

**EXECUTIVE SESSION**

None

**ADJOURNMENT**

Member Gryder motioned to adjourn, seconded by Member Cullick. With a voice vote of five ayes, Chairman Davidson adjourned the meeting at 8:10 p.m.

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

**COUNTY OF KENDALL, ILLINOIS**  
**Law, Justice and Legislation Committee**  
**Monday, July 10, 2017**  
**Meeting Minutes**

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

**Roll Call**: Member Giles – here, Member Hendrix – here, Member Prochaska - here, Member Gilmour – here, Member Purcell – yes. **With five members present voting aye, a quorum was determined to conduct business.**

**Others Present**: Sheriff Dwight Baird, EMA Director Joe Gillespie, Circuit Clerk Robyn Ingemunson, Deputy Commander Jason Langston, Undersheriff Harold Martin, Judge Timothy McCann, Commander Mike Peters, Coroner Jacquie Purcell, Facilities Director Jim Smiley, Court Administrator Nicole Swiss, Assistant Public Defender Courtney Transier, State’s Attorney Eric Weis

**Approval of the Agenda** – Member Hendrix made a motion to approve the agenda with the removal of the Video Recording item listed, second by Member Gilmour. **With five members present in agreement with the amendment, the motion carried.**

**Approval of Minutes** – Member Prochaska made a motion to approve the June 12, 2017 Law, Justice and Legislation Committee Meeting Minutes, second by Member Hendrix.

**Public Comment** – None

- ❖ **Coroner** – Written report provided. Coroner Purcell reviewed the report with the committee.
- ❖ **Circuit Clerk** – Written report provided. Ms. Ingemunson stated that the number of cases was down by 1,127 from last year at this point. Discussion on the possible reasoning for the decrease.
- ❖ **Courthouse** – Judge Timothy McCann stated that the Public Defender, Court Services Director, and the Drug Court Coordinator were all attending a conference in Washington D.C. Judge McCann also reported that the Drug Court Coordinator position has been changed from full-time to part-time, effective July 29, 2017, due to delayed grant funding from the state and program reorganization. Judge McCann also stated that the numbers in Drug Court are higher than originally estimated.

Judge McCann also informed the committee that since there were personnel changes in the County Administrative Services Office, there is some confusion yet among staff on what office/person, employees are to contact for personnel related questions/issues now that there has been a change. Judge McCann asked the committee if they could clarify who the contact is when people have workers comp claims or concerns, when someone falls in the

building, and other HR related issues. Member Prochaska said that he would contact the Acting County Administrator and get that information out to the Courthouse employees right away.

- ❖ **Court Services** – Written report provided.
- ❖ **EMA** – Director Joe Gillespie updated the committee on EMA participation for the month of June, with volunteers presenting “Preparing for Disaster Training” at the Oswego Senior Center, Search and Rescue being called out twice, a storm spotting class in Oswego, and two IEMA training events, as well as Siren, STARCOM, and WSPY monthly testing. Written report provided.
- ❖ **KenCom** – Written report provided.
- ❖ **Public Defender** – Courtney Transier provided a written report and stated their caseload increased by 116 cases since last month’s meeting.
- ❖ **State’s Attorney** – Mr. Weis reported that his office requested one of the autopsies that was performed by the Coroner’s Office last month.
- ❖ **Sheriff’s Report**
  - a. **Operations Division** – Written report provided.

Commander Peters informed the committee that the Sheriff’s Office received an IPMG Grant for completion of outfitting SRT members.

Commander Peters also reported that their training continues expanding, not only with the Health Department, but also with multiple police agencies, fire departments, and school districts.

- b. **Corrections Division** – Written report provided

Undersheriff Martin reported they anticipate that the Video Visitation system should be installed by week’s end. Deputy Commander Gillespie reported that the Video Bond Call is the next step once the Video Visitation is installed and operational.

Discussion on the jail population of in county and out of county inmates including federal inmates, the amount that has been invoiced for out of county and federal inmates, and the meal cost increase through the food service vendor effective on July 7, 2017.

- c. **Records Division** – Written report provided

Undersheriff Martin reported that Sheriff Sales and Evictions fees are down for this year.

Sheriff Baird provided the Sheriff's Office six-month report to the committee and stated that the report has filed with the County Clerk's Office. Discussion on the number of inmates housed from other counties, and the Corrections Contract back-pay for FY16 and up to when the contract was settled in FY2017.

**Legislative Update** – Member Prochaska informed the committee that the lobbying groups continues review of the 1,500-page state budget, and that the LGDF is to be reduced, and that there will not be a tax freeze. Member Prochaska will continue to update the committee on the state budget as needed.

**Old Business** - None

**New Business**

*Approval of Request for Proposal Bids for Sheriff's Office Squad Car/Vehicle Maintenance Contract* – Sheriff Baird stated that the current contract will expire in December 2017, and that there was an extension last year. The initial contract/agreement period will be for two (2) years; (December 1, 2017 through November 30, 2019) with an option to mutually agree to extend services for up to an additional two (2) years. Any changes to service levels will be mutually agreed upon in writing by all parties before any extension is authorized.

Motion made by Member Hendrix, second by Member Giles to forward the item to the County Board for approval. Discussion on provider within the county boundaries, and services contracted, including porter service. **The motion passed by a 5-0 vote with an amendment to the RFP that will include porter service required.**

The Sheriff's Office will make the changes to the document and provide to the County Clerk for the County Board packet on July 18, 2017.

**Executive Session** – Not needed

**Public Comment** – None

**Items for Committee of the Whole** - None

**Action Items for County Board** – None

**Adjournment** – Member Gilmour made a motion to adjourn the meeting, second by Member Giles. **With all in agreement, the meeting adjourned at 3:53p.m.**

Respectfully Submitted,

Valarie McClain, Recording Secretary

**KENDALL COUNTY SHERIFF'S OFFICE (KCSO)**

**REQUEST FOR PROPOSAL**

**VEHICLE MAINTENANCE SERVICE CONTRACT**





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# REQUEST FOR PROPOSAL

## VEHICLE MAINTENANCE SERVICE CONTRACT

### Introduction

On behalf of the Kendall County Sheriff's Office, I invite you to furnish a proposal in accordance with the Proposal Guidelines and Proposal Specifications for the products and/or services stated herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this project. **Please take note that this RFP is for a vehicle maintenance service contract.**

Kendall County Sheriff's Office  
1102 Cornell Ln.  
Yorkville, IL 60560

*All questions should be directed to:*

Deputy Commander Langston  
*Kendall County Sheriff's Office*  
*1102 Cornell Lane*  
*Yorkville, IL 60560*  
*Jlangston@co.kendall.il.us*  
*(630) 553-7500 x 1134*

*Any questions received shall be answered at the discretion of the County. Replies will be issued to all Proposers/ Vendors of record in writing and will become part of the RFP Documents. Questions will not be responded to by oral clarification. Oral clarifications or interpretations shall be without legal effect.*

*All questions must be submitted at least seven business days prior to the submittal deadline.*

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## INSTRUCTION TO RESPONDERS

### **A. Pre-bid Facility Tour:**

A pre-bid meeting will be held on **TBD, 2017** at 1:00pm at the Kendall County Sheriff's Office to allow for a tour of the facilities and the observance of the equipment and vehicles to be serviced. All potential bidders are encouraged to attend.

### **B. Availability of Documents:**

Interested suppliers should note that, unless otherwise stated in the REQUEST FOR PROPOSAL (RFP) documents, there is no charge or fee to obtain a copy of the bid documents and respond to documents posted for competitive solicitations. All bidding documentation and addenda issued will be available at the Kendall County Sheriff's Office or online at <http://www.co.kendall.il.us/call-for-bids/> . Bidders are responsible for reviewing the website and obtaining any Addenda issued prior to the submittal date.

**C. Proposal Format of Responses:** This section outlines the County's *strong preference* for the proposal format and information provided by the proposer. Any proposer not providing the required information, or not conforming to the format specified in all material respects, may be eliminated. The County strongly prefers concise responses to the information requested. The use of tables, graphics, and bulleted lists, where appropriate, is strongly encouraged.

1. **Information Required From Responders:** As set forth herein, you may offer additional or alternative options, but these should be clearly indicated and separate from the response to this request.
2. **Cover Letter:** Provide a cover letter prepared on the proposer's business stationery. The purpose of this letter is to transmit the proposals, so it should be brief. The letter should contain a statement that the proposer is responding to the County's RFP. Other items outlined in the cover letter include:
  - a. A statement that the attached proposal is complete as submitted;
  - b. A statement that all terms and conditions contained in the proposal are valid for at least 90 days from the proposal closing date;
  - c. A statement that the "General terms and conditions vendor must agree to incorporate into final contract documents" will in fact be agreed to and incorporated;
  - d. The letter must be signed by a representative who is authorized to contractually obligate the proposer or consortium of Responders.
3. **TECHNICAL PROPOSAL REQUIREMENTS: Your Proposal must include the following:**
  - a. **Basic Company Information**
    1. Company Name/address/Telephone/Fax Numbers/ E-Mail Address.
    2. Contact Person.
    3. Underlying philosophy of your firm in providing the services requested.
    4. Firms Financial Ability to Provide Services and Fulfill Project Contract.
    5. Years in Business Providing Similar Services.
  - b. **Brief Company History**

c. **References.**

1. Limit references to a total of three (3).
2. Local or Regional agencies that are currently using the company's services and a point of contact for each.

d. **Financial/Legal**

1. State of Illinois Business License.
2. Provide Insurance Coverage Certification.
3. Provide Statement of Legal Actions pending or threatened against you relating to Current or Past service and any actions brought against you within the last five (5) years directly related to the service provided.

e. **Contract Start-up/ Transition Plan**

1. Approach to start-up.
2. Organizational ability to start-up.
3. Detailed description of implementation plan.
4. Detailed description of transition of services.
5. Include a detailed description of what problems might reasonably be expected and your suggestions as to how you and KCSO should handle these matters.

**D. Submission of Proposals**

All Vendors must submit one (1) original and two (2) copies of their proposal in a sealed package plainly marked in the lower left-hand corner "**Vehicle Maintenance Service Contract Proposal.**" Failure to submit a proposal in a properly marked package may eliminate the proposal from consideration.

The following will apply to all proposals received:

1. All proposals must be comprehensive and complete for the services requested. Accepted proposal shall be contracted by Kendall County and the Kendall County Sheriff for the total of the submitted proposal. Kendall County and the Kendall County Sheriff will not be responsible for any additional charges above the accepted proposal unless additional services are negotiated and accepted by the Kendall County Sheriff/Kendall County by addendum to the original contract. Failure to provide detailed responses will result in the vendor being eliminated from award of contract consideration.
2. The County will not be responsible for any expenses incurred by the Vendor in preparing and submitting proposals. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
3. The proposing party must sign in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature. Both must be complied with for the proposal to be valid.
4. The individual signing the document for the proposing organization shall initial all erasures or corrections.

5. All variations to the stated specifications must be described in detail (free from ambiguity).
6. All pricing information submitted in the proposal shall be honored until November 30th 201\* at 11:59 p.m.
7. All Responders must be appropriately licensed and authorized to conduct business within the State of Illinois.
8. The failure of a Responder to promptly supply information requested in this RFP or other information subsequently requested may result in the Responder being eliminated from consideration.
9. Discussions may be conducted with Responders who submit proposals determined to have a reasonable likelihood of being selected for award. However, proposals may be accepted without such discussions. Therefore, all information requested and necessary for the County to evaluate this RFP should be included in your response.
10. Responders who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal.
11. The contents of the proposal submitted by the successful Vendor(s) and this RFP (as well as the necessary contract terms and conditions contained herein) will become a part of any contract awarded as a result of these specifications. The "GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS" must be agreed to by each bidder and incorporated into any final contract/agreement.
12. Kendall County and/or the Kendall County Sheriff's Office reserve the right to request clarifications or corrections to proposals.

**The proposal must be addressed to:**

Kendall County Sheriff's Office  
Attn: Deputy Commander Jason Langston  
1102 Cornell Lane  
Yorkville, IL 60560

***Proposals must be delivered no later than 4:00 P.M. on TBD, 2017 ("Due Date").*** Proposals received after the Due Date will not be considered.

All proposals submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon Kendall County's request, the Responder(s) agrees to an extension.

**E. Opening Proposals and Awarding Agreement**

Proposals will be opened and publicly read on **TBD, 2017** at 10:30 A.M CST in the Sheriff's Office located at 1102 Cornell Ln. Yorkville, IL 60560. Proposals will be evaluated and an award, if any, will be made in accordance with the RFP section titled "Selection Criteria" below.

The purpose of this RFP is to solicit responses from qualified individuals/vendors for the

procurement of services and/or supplies as set forth herein.

**F. Property of the County**

The Responder acknowledges that all proposal materials become the property of the County and, as such, may be available to the public. By submitting a proposal, the Responder acknowledges that the County's decision is final, binding, and conclusive upon the Responder for all purposes.

**G. Errors and Omissions**

The Proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or the County. Should the Proposer suspect any error, omission, or discrepancy in the specifications or instructions, the Proposer shall immediately notify the County in writing, and the County will issue written corrections or clarifications as Addenda. The Proposer is responsible for the contents of its Proposals and for satisfying the requirements set forth in the RFP. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Proposer in the process of putting the Proposal together.

**H. Reserved Rights**

County reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in RFP; (2) to supplement, amend, or otherwise modify the RFP, without notice; (3) to request additional information from Responders; (4) to reject any or all bids; (5) to waive minor defects and technicalities; (6) to award an Agreement which is in the best interest of the County and the KCSO. FURTHER, THE COUNTY RESERVES THE RIGHT TO NEGOTIATE WITH THE PROVIDER WHO, IN THE COUNTY'S OPINION, OFFERS THE BEST PROGRAM OF PRODUCTS AND SERVICES.

***The awarded Responder will be an independent contractor. The Vendor is not, and will not be, an employee or agent of Kendall County or the Kendall County Sheriff's Office.***

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**REQUEST FOR PROPOSAL FOR VEHICLE MAINTENANCE SERVICE  
CONTRACT  
PROPOSAL GUIDELINES**

- A. **PROJECT SCOPE:** The Kendall County Sheriff’s Office has issued this Request for Proposal (RFP) for the sole purpose of obtaining responsive proposals from qualified individuals or firms to establish a contract, through competitive negotiation, for the procurement of services and/or supplies as set forth herein.

Only vendors who have demonstrated the ability to provide the requested products and services, at competitive rates, with timely delivery of services, and abiding by policies/procedures of government customers of comparable size will be considered for award of contract.

All requests, responses, inquiries and ultimate final negotiations will be conducted by the Kendall County Sheriff, all subject to final agreement by the Contractor (Responder/Vendor), Kendall County and the Kendall County Sheriff.

**SCOPE OF SERVICES**

The Sheriff’s Office seeks the services of a qualified Vehicle Maintenance and Repair Services provider to provide vehicle maintenance services for the Sheriff’s Office’s complete fleet of vehicles which includes, but is not limited to, Police Squad Cars and SUVs, Administrative/Passenger vehicles, and light trucks. The vehicles are assigned to specific areas based on needs, efficiency, and other considerations as determined. The profile of vehicles by year, make, model, and mileage may change as needs and work requirements change. The vehicle maintenance services to be provided must meet the needs of the Sheriff’s Office in the most cost-effective and efficient manner possible. Qualified firms wishing to respond to REQUEST FOR BID– Vehicle Maintenance and Repair Services must provide all equipment, services, and materials described in this document.

Bidder shall work collaboratively with Sheriff’s Office staff to meet the following key components of the vehicle maintenance program:

1. Comprehensive, preventive maintenance schedule
2. Full utilization of standard warranty coverage
3. Customer service responsiveness to maximize cost efficiencies, minimize unscheduled repairs and downtime.
4. Courteous, quality service while providing staff with mechanically sound, safe, and reliable vehicles.

**CONTRACT TERM: Service Period**

The initial contract/agreement period will be for two (2) years; (December 1, 2017 through November 30, 2019) with an option to mutually agree to extend services for up to an additional two (2) years. Any changes to service levels will be mutually agreed upon in writing by all parties before any extension is authorized.

As part of the agreement, the Sheriff's Office will reserve the right to select or reject which employees and agents of Bidder will perform the vehicle maintenance services.

## **SCOPE OF WORK FOR PREVENTIVE MAINTENANCE**

Bidders shall perform routine repair services that include, but are not limited to, work on brakes, suspension, heat/air conditioning systems, electrical systems, minor engine repair, and other repairs normal and customary for routine repair of a commercial fleet of vehicles.

Only fixed service locations within the boundaries of the County of Kendall will be considered for contract award.

Bidders must be able to provide a timely vehicle pick up/drop off or porter service of Sheriff's Office vehicles to/from the Public Safety Center to be considered for contract award.

The required turnaround time for preventative maintenance ("PM") service plus routine repair services done as a result of the PM inspection shall not exceed one (1) business day without the prior authorization of the Sheriff's Office. The Sheriff's Office also shall receive priority service over Bidder's other customers waiting for routine/PM service.

**Preventive Maintenance Service Checklist:** A preventative maintenance checklist shall be completed by the technician and attached to the invoice submitted to the Sheriff's Office for every vehicle serviced. The technician should include observations and explanations for any further needed repairs. The checklist shall address all of the following items:

### **1. Preventative Maintenance Checklist:**

*All preventative maintenance checks/inspections shall be conducted in accordance with original equipment manufacturer (OEM) specifications and recommendations. The below lists are not all inclusive and shall only be utilized as a guideline for vehicle inspections and items to be inspected or maintained.*

1. Inspect the exterior of the vehicle for damage, check the windows/mirror for cracks or dings, and check that the license plates are secured on the front and rear.
2. Check operation of all factory installed directional signals and lights. This will include interior and exterior lights, however exclude all aftermarket police/emergency vehicle lights.
3. Visually check operation of all instruments and gauges.
4. Check operation of heat/defroster and air conditioner. Visually check all OEM interior knobs and handles (doors, locks, dash panel).
5. Check operation safety of equipment: horn and seat belts.
6. Check operation of the parking brake.
7. Check operation and lube the hood latch and door locks.
8. Check operation of the transmission and check the fluid level. Fill with the specified transmission fluid if needed, as suggested by the manufacturer.
9. Inspect the wiper blades and wiper arms. Fill the window wash reservoir, as needed.
10. Check the steering operation. Check the power steering fluid level and fill as needed.
11. Visually check for coolant leaks in the radiator or hoses. Tighten hose clamps as needed. Check the coolant level in the reservoir and fill as needed.



12. Check the battery water, remove and clean the battery cables and terminals if necessary.
13. Check condition of the engine mounts.
14. Check condition and tension of all belts and hoses.
15. Inspect and clean or replace the PVC valve, if needed.
16. Check fuel lines, hoses, and fittings for leaks and tighten as required.
17. Check operation of brakes and/or air brake system, and fluid levels, fill as needed. Visually inspect and clean the calipers, wheel cylinders, rotors, drums, and brake lining. Record the approximate front and rear remaining lining wear in mileage terms (5K + or 10K +). Brakes should be replaced if less than an estimated 5,000 miles remains in brake-lining life.
18. Drain and replace engine oil and filter every 6,000 miles
19. Inspect tire wear, tread depth and air pressure, fill if needed.
20. Inspect condition of wheels, lug nuts, and studs.
21. Check differential fluid level and fill as needed with manufacturer recommended fluid.
22. Inspect condition of drive line and U-joints. Lube as required.
23. Checks exhaust system for leaks.
24. Lubricate (when required) and give suspension system “look and shake” inspection. Visually inspect the shocks for leaks.
25. Visually check condition of the frame and cross members.
26. Attach sticker that shows mileage of next service due (or as specified by owner’s manual if under warranty). The sticker should be placed on windshield.
27. Check transfer case fluid level and fill as needed with manufacturer recommended fluid.
28. The technician must complete the comments section to explain any needed repairs or observations for all above items.

**2. 50,000 mile service Checklist:**

1. Preventative Maintenance (“PM”) checklist items 1-9.
2. Perform a pressure check of the coolant system for leaks.
3. Change the air and fuel filters.
4. Perform a complete system check to include the ignition/timing, the charging voltage, charging amperage and the cranking amperage. The results must be recorded on the PM checklist.
5. Drain the transmission fluid, replace the filter, adjust the transmission bands and replace the pan gasket. Fill transmission with manufacturer required type and specified amount of transmission fluid. Road test should be performed to ensure the fluid is circulated and that the bands are adjusted properly to have a smoothly operating vehicle.
6. Replace all spark plugs and wires, distributor cap and rotor, and PVC valve with new OEM or better quality parts. Perform overhead service.
7. Drain coolant system and perform back flush to system. Replace coolant.
8. Remove thermostat and gasket and replace with new OEM or better quality part.
9. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.
10. A road test shall be performed for each preventive service performed for diagnosing problems, checking the effectiveness of repairs and for testing the overall operation of the vehicle.
11. The technician must complete the comments section to explain any needed repairs or observations for all above items.

**3. 100,000 mile service Checklist:**

1. PM checklist items 1-9 and 50,000 mile service checklist items.
2. When applicable, replace all spark plugs and wires, distributor cap and rotor, and PVC valve with new OEM or better quality parts. Perform overhead service.

3. Drain coolant system and perform back flush to system. Replace coolant.
4. Remove thermostat and gasket and replace with new OEM or better quality part.
5. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.
6. The technician must complete the comments section to explain any needed repairs or observations for all above items.

**Unscheduled Repair Service:** As a result of preventative maintenance service, the technician may make recommendations for further repair service. Technician shall support their recommendations for such repair work by using diagnostic statistics, accepted performance standards, vehicle history records, mileage, and other customary means. The technician shall obtain prior authorization from the Sheriff’s designee before completing any further repair work that is identified as a result of preventative maintenance Service.

**LABOR, MATERIALS, SUPPLIES AND TOOLS:**

The Bidder shall furnish at no additional cost other than set forth in the Bid Form all of the following: labor, materials, supplies and tools necessary to provide the fleet vehicle maintenance as outlined in the Scope of Work.

Major repairs and where not prohibited shall include a 12 Month unlimited mileage warranty on parts and labor

**TIRES:**

Bidder shall provide free storage for up to thirty (30) tires (purchased by Sheriff’s Office through State contract).

**CERTIFIED TECHNICIANS:**

All mechanical work will be performed by Certified GM/Ford mechanics.

- B. PROJECT TARGET DATES:** The following projected timetable should be used as a working guide for planning purposes. Kendall County and/or the Kendall County Sheriff’s Office reserve the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
Pre-Bid Facility Tour	**/**/2017 at 1:00 p.m. CST
Proposals Due	**/**/2017 by 4:00 p.m. CST
Opening of Proposals	**/**/2017 at 10:30 a.m. CST
Begin to Provide Service	12/01/2017

- C. TRANSFER OF OWNERSHIP OR ASSIGNMENT of CONTRACT:** Vendor may use disclosed sub-contractors; however, awarded vendor shall not transfer the resulting contract or performance of contract to another individual or firm; nor shall the awarded vendor change or sub contract any portion of the awarded contract, during the contract period without consent of the Sheriff.

The terms and conditions of the RFP and resulting contract shall be binding upon and shall

inure to the benefit of the parties hereto and their respective successors and assigns.

- D. ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS:** By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Kendall County and/or the Kendall County Sheriff's Office may rescind its acceptance of the Proposer's proposal. The insurance requirements are contained in the "GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS" below.
- E. RECYCLE POLICY:** Kendall County encourages all vendors to recycle and consider their impact upon the environment.
- F. TAX EXEMPT STATUS:** Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax. TAX EXEMPTION IDENTIFICATION NUMBER: E9995-9003-07. The County agrees to notify Vendor promptly in the event of a change in its tax-exempt status.
- G. SELECTION CRITERIA:** The Kendall County Sheriff intends to award this contract in whole to the lowest responsive and responsible Responder that is in compliance with all specifications, terms and conditions contained herein. The Responder shall have specific experience supplying similar products or services, on a satisfactory basis, to other customers with a similar volume. In determining the lowest responsible Vendor, the County shall take into consideration the qualities of the services/articles supplied; their conformity with the specifications; their suitability to the requirements of the county, availability of support services; uniqueness of the service, materials, equipment, or supplies as it applies to networked, integrated computer systems; compatibility to existing equipment; and the delivery terms. The Kendall County Sheriff also reserves the right to consider bid prices, the references and successful service history, corporate experience and capability, financial capability, qualifications, proposed approach to the project, value added services and other related factors in the award decision that demonstrate the important factors of financial responsibility and ability to perform. Intangible factors, such as the Responders reputation and past performance in executing the County contract, will also be weighed in executing County contracts. The criteria are not necessarily listed in any particular order. The Sheriff may request additional information from all proposers and further evaluate the selection criteria.

An interview may be conducted during the selection process. Discussions may be conducted with the responsible Responders who submitted proposals determined to be reasonably susceptible of being selected for award, for the purpose of clarification to ensure there is full understanding and responsiveness to the solicitation requirements. Responders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revision may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offers.

The Kendall County Sheriff reserves the right to reject any or all proposals, waive any or all irregularities, and select the proposal which is in the best interest of Kendall County, Illinois. Kendall County and/or the Kendall County Sheriff's Office retain the authority to eliminate any service features that are deemed too costly or unnecessary. The County may

seek clarification from a Proposer at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

The Responders failure to meet the mandatory requirements will result in the disqualification of the Vendor's proposal from further consideration as an unresponsive bid.

Submission of a proposal confers no rights on the Responder to selection or to a subsequent contract. This RFP process is for the County's benefit only and is intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion.

**H. PROPOSER COMPETENCY:** To allow the County to evaluate the competency and financial responsibility of a Responder, such Responder shall, when requested by the County, furnish the following information that shall be sworn to under oath:

1. Address and description of Proposer's plant and place of business.
2. Name and/or Articles of co-partnership of incorporation.
3. Itemized list of equipment available for use on the Responders awarded project.
4. Statement regarding any past, present, or pending litigation.
5. Such additional information as may be required that will satisfy the County that the Responder is adequately prepared in technical experience, or otherwise to fulfill the contract.
6. Documents to ensure that the Responder is in compliance with the current Fair Employment Practice requirements of the County.

**I. DISQUALIFICATION OF RESPONDERS:** Any of the following may be considered sufficient for the disqualification of a Responder and the rejection of his/her proposal(s):

1. Evidence of collusion among Responders.
2. Lack of responsibility as revealed by either financial or technical experience statements, as submitted.
3. Lack of expertise and poor workmanship as shown by performance history.
4. Uncompleted work under other contracts that in the judgment of the County might hinder or prevent the prompt completion of additional work is awarded.
5. Being in arrears on existing contracts, in litigation with the County, or having defaulted on a previous contract.

**J. INVESTIGATION OF RESPONDERS:** The County will make such investigations as are necessary to determine the ability of the Vendor to fulfill Proposal requirements. The Vendor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and services similar to that included in this Proposal. It shall be at the sole discretion of the County to reject any Proposal if it is determined the Vendor does not fully demonstrate its ability to carry out the obligations of the contract.

**K. COMMENCEMENT OF WORK:** The successful Responder must not commence any billable work prior to the County's execution of the contract (purchase order issuance) or until any required documents have been submitted. Work done prior to these circumstances shall be at the Responder's risk.

**L. CHANGE IN OWNERSHIP/FINANCIAL VIABILITY STATUS:** The Vendor shall notify Kendall County and/or the Kendall County Sheriff's Office immediately of any change in its

status resulting from any of the following:

1. vendor is acquired by another party;
2. vendor becomes insolvent;
3. vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act;
4. vendor ceases to conduct its operations in normal course of business.

Kendall County and/or the Kendall County Sheriff's Office shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

## **GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS**

- a. Compliance with State and Federal Laws: Vendor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- b. Equal Opportunity/Non-Discrimination: The Vendor and any Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications. Vendor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- c. Notice: Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the Kendall County Sheriff, Attention: Deputy Commander Langston, Kendall County Sheriff's Office, 1102 Cornell Lane, Yorkville, IL 60560, fax (630) 553-1972, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Vendor, to: \_\_\_\_\_.
- d. Payment: Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*). Kendall County and/or the Kendall County Sheriff's Office reserve the right to reject any portion of the invoice that is outside the scope of the approved Project work or outside the scope of any additional approved work.
- e. Entire Agreement: This Agreement includes and incorporates by reference all terms and conditions set forth in the "General Terms and Conditions Vendor Must Agree to Incorporate into Final Contract Documents" as set forth in the RFP, as well as any and all other conditions, specifications, requirements, and attachments to the subject RFP, all of which are collectively referred to as the "Agreement". This Agreement may not be modified except in writing acknowledged by both parties.
- f. Choice of Law and Venue: This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such

invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

- g. Non-Appropriation: In the event Kendall County and/or the Kendall County Sheriff's Office is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Vendor. In the event of a default due to non-appropriation of funds, Vendor and/or Kendall County has the right to terminate the Agreement upon providing thirty (30) days written notice to Vendor. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
- h. Termination: Vendor may terminate contract by providing one hundred eighty (180) days written notification. The Sheriff reserves the right to terminate this contract, or any part of this contract, upon ninety (90) days written notice without cause. In case of such termination, the Vendor shall be entitled to receive payment from the Sheriff for work completed to the termination date in accordance with the terms and conditions of this contract. In such case, no penalties and/or early termination charges shall be required from the Sheriff.

In the event that Vendor defaults, the Sheriff shall be entitled to cancel the contract for cause. Cause/Default shall occur when Vendor fails and/or refuses to carry out any obligation, term or condition of this contract. Upon default, the Sheriff will issue written notice to the Vendor for acting or failing to act as in any of the following:

1. The Vendor fails to adequately perform the services set forth of this contract;
2. The Vendor breaches any material clause of the contract;
3. The Vendor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
4. The Vendor provides material that does not meet the specifications of this contract and RFP;
5. The Vendor fails to progress in the performance of this contract and/or gives the County reason to believe that the Vendor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice, the Vendor shall have ten (10) days to provide a satisfactory, written response to the county. Failure on the part of the Vendor to adequately address all issues of concern and remedy such problems may result in the county resorting to any single or combination of the following remedies:

1. Cancel the contract;
2. Purchase substitute items and/or services elsewhere and charge the Vendor with any or all losses incurred, including attorney's fees and expenses;
3. Reserve all rights or claims of damage for breach or any covenants of the contract.

- i. Warranties: All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor to the highest standards and to the satisfaction of Kendall County and/or the Kendall County Sheriff's Office. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
- j. Assignment: Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

- k. Force Majeure: Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- l. Insurance: Vendor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to the Kendall County Sheriff / Kendall County at the address set forth herein. Before starting work hereunder, Vendor shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker’s Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer’s comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County and the Kendall County Sheriff’s Office shall be named as Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers’ compensation policies must include a waiver of subrogation in favor of Kendall County and the Kendall County Sheriff’s Office. Kendall County shall also be designated as the certificate holder. The Kendall County Sheriff’s Office’s or Kendall County’s failure to demand such certificate of insurance shall not act as a waiver of Vendor’s obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Vendor, nor be deemed as a limitation on Vendor’s liability to Kendall County and/or the Kendall County Sheriff’s Office under this Agreement.
- m. Indemnification: Vendor shall indemnify, hold harmless and defend with counsel of Kendall County’s own choosing, the Kendall County Sheriff, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the “Claims”), to the extent such Claims result from the performance of this contract by Vendor or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of Vendor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the Kendall County Sheriff, Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, must be approved by the Kendall County State’s Attorney and shall be appointed a Special Assistant State’s Attorney. Kendall County’s participation in its defense shall not remove Vendor’s duty to indemnify, defend, and hold Kendall County and the Kendall County Sheriff’s Office harmless, as set forth above.

Kendall County and the Kendall County Sheriff's Office does not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or other law by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

- n. Independent Contractor Relationship: It is understood and agreed that Vendor is an independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County and/or the Kendall County Sheriff's Office. Vendor understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to Vendor's officers, employees, and agents for the performance of services set forth in the Agreement. Vendor further understands and agrees that Vendor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Vendor's officers, employees and/or agents who perform services as set forth in the Agreement. Vendor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents and agrees that Kendall County and/or the Kendall County Sheriff's Office are not responsible for providing any insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents. Vendor hereby agrees to defend with counsel of Kendall County and/or the Kendall County Sheriff's Office's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that Vendor, its officers, employees and/or agents may sustain while performing services under the Agreement.
- o. Background Checks/Security: Vendor shall exercise general and overall control of its officers, employees and/or agents. Vendor agrees that no one shall be assigned to perform work at Kendall County's facilities on behalf of Vendor, Vendor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Vendor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Vendor agrees that the individual shall not be assigned to perform work on or at Kendall County's facilities absent prior written consent from the Kendall County Sheriff. The Kendall County Sheriff, at any time, for any reason and in the Kendall County Sheriff's sole discretion, may require Vendor and/or Vendor's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Vendor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Vendor further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within the facility.

- p. Certification: Vendor certifies that Vendor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.*



(the Illinois Prevailing Wage Act). Vendor further certifies by signing the Contract documents that Vendor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer or employee's official capacity. Nor has Vendor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

- q. Conflict of Interest: Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- r. Waiver: County and/or Vendor's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- s. Waiver of Lien: Vendor hereby waives any claim of lien against subject vehicles and premises on behalf of Vendor, its officers, insurers, employees, agents, suppliers and/or subcontractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Vendor shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
- t. Drug Free Workplace: Vendor and its consultants, employees, Vendors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
- u. MSDS: When applicable, Vendor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
- v. Confidentiality: It is understood and agreed to by Vendor that all contracts entered into by a government body, such as Kendall County and/or the Kendall County Sheriff's Office, are open to public review and as such will be on file with the County Clerk's office and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).
- w. OSHA: The Vendor and any Subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.
- x. Authority to Execute Agreement: The County of Kendall and Vendor 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.
- y. Counterparts: This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

- z. Remedies: In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.
- aa. Prevailing Wage: To the extent that this Agreement may call for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act"), such work shall be covered under the Act. The Act requires Contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>  
The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. All Contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
- bb. Employment of Illinois Workers on Public Works Act: If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Act"), Contractor, its consultants, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Contractor understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

**BID FORM**

**KENDALL COUNTY SHERIFF'S OFFICE VEHICLE MAINTENANCE SERVICE REQUEST FOR PROPOSAL**

**BID OPENING:** \_\_\_\_\_, 2017 at \_\_\_\_\_ P.M. C.S.T.

BID SUBMITTED BY: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

**BID PRICE**

<b>Labor Rates (standard)</b>	\$ _____
PM/OIL CHANGE/FILTER/ LUBE/SAFETY INSPECTION	\$ _____
TIRE ROTATION	\$ _____
WHEEL ALIGNMENT	\$ _____
<b>Parts Discount</b>	% _____

**TOTAL – BASE BID (cost per vehicle)** \$ \_\_\_\_\_

The undersigned hereby agrees to provide the vehicle maintenance services as set forth in the Bidding Documents for the total bid price of:

TOTAL BID – BASE BID  
\_\_\_\_\_ Dollars  
(Written in words)

and \_\_\_\_\_ cents.  
(Written in words)

\_\_\_\_\_  
Signature of Bidder  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

## HIGHWAY COMMITTEE MINUTES

**DATE:** July 11, 2017  
**LOCATION:** Kendall County Highway Department  
**MEMBERS PRESENT:** Matt Kellogg, Scott Gryder, Judy Gilmour, Bob Davidson  
**STAFF PRESENT:** Ginger Gates, Fran Klaas  
**ALSO PRESENT:** P.J. Fitzpatrick and Jarrod Cebulski

The committee meeting convened at 4:01 P.M. with roll call of committee members. Lynn Cullick and Robert Davidson absent. Quorum established.

Motion Gryder, second Gilmour to approve agenda with Executive Session being moved to end of meeting, as agenda item #10. Motion carried unanimously.

Motion Gryder, second Gilmour to approve the Highway Committee meeting minutes from June 13, 2017. Motion carried unanimously.

Little Rock Township was not present to make petition for joint bridge funds for the Mitchell Road connection project; so Chairman Kellogg stated that this matter would be taken up at a later meeting. Motion Gryder to approve petition for joint bridge funds. Motion died for lack of a second.

Davidson joined meeting at 4:04 P.M.

Kendall County was approached by Village of Montgomery's engineering consultant requesting installation of a traffic signal at the intersection of Galena Road and Concord Drive. Klaas indicated that there were some concerns about making an improvement at this location without looking at other intersections on the Galena Road corridor. The County has intersection improvements programmed for Galena & Kennedy, as well as Galena & Cannonball in the near future. Over the long term, there will likely be a half dozen major intersections on Galena Road between Ill. Rte. 47 and Orchard Road. For this reason, Klaas proposed to the Committee that a corridor study for Galena Road might help to identify the nature of the intersection improvements and the long-term footprint for Galena Road. He thought it might be appropriate to perform this corridor study in advance of the preliminary engineering for both Kennedy and Cannonball intersections, which is supposed to begin in FY 2018. He also proposed that EEI perform the corridor study because they are the consultant for both Village of Montgomery and City of Yorkville. This would save time and money on the investigation and provide direction for whatever consultant is chosen to perform the preliminary engineering on the intersection improvements. Davidson discussed the timeframe of just 6 months for the corridor study and the fact that it would put us into the next fiscal year anyway. Gilmour asked when the improvements to realign Mill Road in Yorkville and Gordon Road in Montgomery would occur. Klaas was uncertain when those improvements would be made, but stated that Kennedy and Cannonball intersections are programmed for engineering in 2018, engineering and land acquisition in 2019, and construction in 2020. Kellogg asked about the proposed cost, but Klaas said he really didn't know until the scope of services was determined. Davidson asked what the traffic numbers were on Galena Road today. Current traffic is about 12,000 near Orchard Road, but only about 6000

near Route 47. Committee thought the corridor study generally made sense and asked the County Engineer to bring an agreement back to the committee for review.

P.J. Fitzpatrick provided an update on the Collins Road Extension project. They are still on track to have draft project development report prepared by November 2017.

Gryder asked about status of Little Rock Road. No work has begun on that project.

Committee discussed Millington Road Bridge repair project. Klaas stated that because of permitting requirements and the fact that LaSalle County is going to use federal money, the earliest letting for the project will be 3-9-18... which means that construction would likely not occur until summer of 2018. Estimated cost for the project is \$1.5 million, which will be split between the two counties. Committee discussed different funding scenarios. Apparently LaSalle County is unable to commit local monies to the project, and has to use federal money. Klaas stated that no matter how the project is funded, it is apparent now that repairs will probably not occur until summer of 2018.

Eldamain Road project is still scheduled for September 22, 2018 letting.

Motion Davidson; second Gilmour to convene to Executive Session for the purpose of land acquisition. Motion approved unanimously at 4:24 P.M.

At 4:37 P.M., regular session reconvened with no action being taken.

Gryder stated that Oswego Township officials were interested in accessing TAP funds for sidewalk improvements in Boulder Hill Subdivision. Klaas stated that they are not eligible because those sidewalks are not along State or County Highways. He reminded the committee that the TAP Program was set up for linear-type projects along State and County Highways, in an effort to reduce vehicle trips. Sidewalks in Boulder Hill don't really meet the intentions of the TAP Program. Only one exception has been made to the TAP policies, and that was for the multi-use path along Kennedy Road; but said project had regional significance. Davidson was concerned that giving money for Boulder Hill would encourage every municipality in Kendall County to start asking for sidewalk repair money.

Motion Gilmour; second Gryder to forward Highway Department bills for the month of July in the amount of \$454,185.37 to the Finance Committee for approval.

Meeting adjourned at 4:37 P.M.

Respectfully submitted,



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

**COUNTY OF KENDALL, ILLINOIS**  
**FACILITIES MANAGEMENT COMMITTEE**  
**MEETING MINUTES**  
**MONDAY July 3, 2017**

Committee Chair Bob Davidson called the meeting to order at 4:05 p.m.

Chairman Davidson moved to appoint Member Prochaska to fill in to form a quorum. Member Gilmour second that motion. **All members present voting aye. Motion Carried.**

**Roll Call:** Members Present: Bob Davidson, Judy Gilmour, Matthew Prochaska, Audra Hendrix, Committee Members Absent: Tony Giles, Matt Kellogg. **With enough members present, a quorum was formed to conduct business.**

Others Present: Facilities Management Director Jim Smiley, Interim County Administrator/Technology Director Scott Koppel.

Member Hendrix arrived at 4:11 pm

**Approve any changes to the County Board Approved June 5, 2017 Facilities Committee Meeting Minutes** – there were no changes to June 5, 2017 minutes; Member Prochaska made a motion to approve the minutes, second by Member Gilmour. **With all present members voting aye, the minutes were approved.**

**Public Comment** – None

**Old Business/Projects**

1. *Historic Courthouse (HCH) Window Replacement Project* – Mr. Smiley informed the committee that the windows are installed but the inside trim work that is to be finished by KCFM staff is almost done. Jim also stated that the existing shutters will work; they are in the process of being cut down, repaired and refinished.
2. *Masonry Repairs* – Jim stated that the repairs are done. Mr. Smiley also stated that a few additional areas were found to be in need of caulking in which Jim has already received a quote. These repairs will come out of a separate budget and would like the work to be completed by the end of this year or early next year. **Project Complete.**
3. *PCS Phone System Changes* – Director Smiley the cutover went as planned. The main sheriff's number and the tip line are the only remaining item left in the DID system. Jim is working with the vendor to see what is the best way to move these over to the newer system. Jim continued to state that once these are moved over the old system will become spare parts for the systems in the Heath, Courthouse and Fox Street facilities. **Project Complete.**
4. *Generator System Repairs* – Mr. Smiley stated that parts are on order and the repair will be scheduled once they are received. Jim hopes this will be complete by the next Committee meeting.

**New Business/Projects**

1. *Chairman's Report* ;
  - a. *Facilities Study – Further discussion prior to July COW meeting* – Chairman Davidson stated that the facilities studies will be discussed at the next COW meeting to decide which future option they will be pursuing.

- b. *Projects Policy Change* – Jim stated that he has been working with Matt Kellogg to establish a system for project submission and hope to have this to present by the next Facilities Management Committee meeting.
  - c. *Establish a policy for Requests to Film on County Properties* – Chairman Davidson directed Director Smiley’s office to research what policy is established in other towns and counties for filming and bring the results back to the next Committee meeting.
2. *One Year Lease Continuation – Kendall County Housing Authority at the Health & Human Services Facility per the Terms of the Current Lease Dated August 1, 2016* – Motion by Member Hendrix to bring to the County Board for approval. Second by Member Gilmour. **All members present voting aye. Motion Carried.**
  3. *New Lease Request – Mutual Ground at the Courthouse* – Jim informed the Committee that a new lease will be needed for Mutual Ground’s space at the Courthouse. Mr. Smiley stated that he will be working with Judge McCann and the State Attorney’s Office and will have a lease to bring to the next Facilities Committee Meeting.
  4. *Annual Fire Alarm Systems Testing – All Locations except for Courthouse* – Mr. Smiley stated that testing was completed on June 27<sup>th</sup> and 28<sup>th</sup>. Jim continued that the Courthouse testing has a different system and will be completed this month. **Project Complete.**
  5. *Annual Fire Extinguisher Recertification – All Locations* – Mr. Smiley stated that testing was completed on June 27<sup>th</sup> and 28<sup>th</sup>. **Project Complete.**
  6. *Annual Sprinkler System Inspections – All Locations* – Mr. Smiley stated that testing was completed on June 27<sup>th</sup> and 28<sup>th</sup>. **Project Complete.**
  7. *Public Safety Center (PSC) U.P.S. System A/C Unit Replacement* – Director Smiley stated that the Public Safety Center boiler room air conditioner unit failed. The replacement unit was installed last week and the wiring installation will continue through this week. The cost will come from the repair budget.
  8. *PSC H.V.A.C. & Controls Improvement RFP* – Mr. Smiley stated that he will have the RFP completed to bring back to the Committee for the August Meeting. Jim continued that if the Committee approves the RFP then it will be able to be put out for bid.
  9. *PSC Robertshaw Control System Issue* – Jim stated that this system is outdated and stop working two (2) weeks ago. Mr. Smiley called the original installation company out of Indiana and they were able to locate the part needed to get the system back up and running. **Project Completed.**

### **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** – None

**Adjournment** – Chairman Davidson asked if there was a motion to adjourn. Member Hendrix made a motion to adjourn the meeting, second by Member Gilmour. **With all members present voting aye, the meeting adjourned at 4:49 p.m.**

Respectfully submitted,

Christina Wald  
Administrative Assistant

## **XI. ANIMAL BITES**

### **Policy**

Kendall County Animal Control monitors any animal bite to a human that occurs in Kendall County. *See* 510 ILCS 5/13. The role of Kendall County Animal Control in cases of bites is not to establish blame but rather ensure rabies control as well as public health and safety.

Medical care providers are required by law to submit a bite report to Kendall County Animal Control any time a patient is seen for a bite by an animal that occurs in Kendall County. *Id.*

### **Procedure**

When a bite report is received, Kendall County Animal Control will contact the victim and owner of the animal (when applicable) to get statements as to what led up to the bite, the location and severity of the injury, and any critical details.

When an owner is identified and the biting animal is a dog or cat, Animal Control will verify whether or not the animal had a current rabies vaccine at the time of the bite. Animal Control will also check its database to determine whether the animal has a bite history.

If the animal was current it will need to be examined by a licensed veterinarian within 24 hours. The animal must then be on 10 day home confinement which means the animal must be supervised by an adult and contained on leash or fence when it goes outside. Interaction with the public during this time should be avoided. The animal will return to the veterinarian at the end of the 10 days to be examined, determined to be free of disease, and microchipped if has not been already, at the expense of the owner.

If the animal was not current it will need to be placed into 10 day confinement within 24 hours at a licensed veterinarian hospital or clinic. At the end of the confinement period, the animal will need to be examined and determined to be free of disease by the veterinarian, inoculated against rabies, if eligible, and microchipped if has not been already, at the expense of the owner.

If the owner chooses, they may have the animal euthanized prior to the 10 day period by a licensed veterinarian and have a specimen sent into the state lab to insure the animal is free of rabies. However, the owner cannot “conceal the whereabouts, euthanize, sell, give away, or otherwise dispose of” the animal until it has been released by the Animal Control Administrator. 510 ILCS 5/13 (a)

Upon completion of the confinement, the veterinarian will submit their findings to Animal Control. Animal Control shall notify the person who was bitten and, in the case of confirmed



rabies in the animal, the attending physician or responsible health agency advising of the clinical condition of the animal.

Based on the severity and circumstances of the bite, as well as the frequency of bite incidents for that dog, Animal Control and the Veterinarian Administrator may determine the dog to be dangerous or vicious per 510 ILCS 5/15 –15.4. Animal Control and the Veterinarian Administrator may present this determination to the court for disposition. The court will order the appropriate disposition, which may include euthanasia.

Bite reports and results will be entered into the computer database and paper copies will be filed by month and year.

If Animal Control is confronted with circumstances that indicate an animal has been bitten by a rabid animal, it will follow the procedure identified in the Illinois Administrative Code. 8 Ill. Adm. Code 30.130 (1983).

rabies inoculation would compromise an animal's health, then the animal shall be exempt from the rabies inoculation ~~shot~~ requirement, however, but the owner is must still be responsible for the tag fees.

If a bite occurs from an exempt animal, the exempt animal shall be treated as an unvaccinated animal. If the animal is exempt, the animal shall be re-examined by a licensed veterinarian on no less than an annual basis and be vaccinated against rabies as soon as the animal's health permits.

(Source: P.A. 93-548, eff. 8-19-03; 94-639, eff. 8-22-05.)

(510 ILCS 5/13) (from Ch. 8, par. 363)

Sec. 13. Dog or other animal bites; observation of animal.

(a) Except as otherwise provided in subsections subsection (b) and (c) of this Section, when the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator receives information that any person has been bitten by an animal, the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator, or his or her authorized representative, shall have such dog or other animal confined under the observation of a licensed veterinarian ~~for a period of 10 days. The confinement shall be for a period of not less than 10 days from the date the bite occurred and shall continue until the animal has been examined and released from confinement by a licensed veterinarian. The Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator~~ Department may permit such confinement to be reduced to a period of less than 10 days.

(a-5) The owner, or if the owner is unavailable, an agent or caretaker of an animal documented to have bitten a person shall present the animal to a licensed veterinarian within 24 hours. A veterinarian presented with an animal documented to have bitten a person shall make a record of report the clinical condition of the animal immediately, with confirmation in writing to the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator within 24 hours after the animal is presented for examination, giving the owner's name, address, the date of confinement, the breed, description, age, and sex of the animal, and whether the animal has been spayed or neutered, on appropriate forms approved by the Department. The Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator shall notify the attending physician or responsible health agency. At the end of the confinement period, the animal shall be examined by a licensed veterinarian, inoculated against rabies, if eligible, and microchipped, if the dog or cat has not been already, at the expense of the owner. The veterinarian shall submit a written report listing the owner's name, address, dates of confinement, dates of examination, species, breed, description, age, sex, and microchip number of the animal to the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator advising him or her of the clinical condition and the final disposition of the animal on appropriate forms approved by the Department. The Administrator shall notify the person who has been bitten, and in the case of confirmed rabies in the animal, the attending physician or responsible health agency advising of the clinical condition of the animal. When evidence is presented that the animal was inoculated against rabies within the time prescribed by law, it shall be confined in a house, or in a manner which

~~will prohibit it from biting any person for a period of 10 days, if a licensed veterinarian adjudges such confinement satisfactory. The Department may permit such confinement to be reduced to a period of less than 10 days. At the end of the confinement period, the animal shall be examined by a licensed veterinarian.~~

(a-10) When the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator or his or her authorized representative receives information that a person has been bitten by an animal and evidence is presented that the animal at the time the bite occurred was inoculated against rabies within the time prescribed by law, the animal may be confined in a house, or in a manner which will prohibit the animal from biting a person, if the Administrator, Deputy Administrator, or his or her authorized representative determines the confinement satisfactory. The confinement shall be for a period of not less than 10 days from the date the bite occurred and shall continue until the animal has been examined and released from confinement by a licensed veterinarian. The Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator may instruct the owner, agent, or caretaker to have the animal examined by a licensed veterinarian immediately. The Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator may permit the confinement to be reduced to a period of less than 10 days. At the end of the confinement period, the animal shall be examined by a licensed veterinarian and microchipped, if the dog or cat is not already, at the expense of the owner. The veterinarian shall submit a written report listing the owner's name, address, dates of examination, species, breed, description, age, sex, and microchip number of the animal to the Administrator advising him or her of the clinical condition and the final disposition of the animal on appropriate forms approved by the Department. The Administrator shall notify the person who has been bitten and, in case of confirmed rabies in the animal, the attending physician or responsible health agency advising of the clinical condition of the animal.

(a-15) Any person having knowledge that any person has been bitten by an animal shall notify the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator within 24 hours promptly.

(a-20) It is unlawful for the owner of the animal to conceal the whereabouts, euthanize, sell, give away, or otherwise dispose of any animal known to have bitten a person, until it is examined and released from confinement by the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator, or licensed veterinarian or his or her authorized representative. It is unlawful for the owner of the animal to refuse or fail to immediately comply with the reasonable written or printed instructions made by the Administrator or, if the Administrator is not a veterinarian, the Deputy Administrator, or his or her authorized representative. If such instructions cannot be delivered in person, they shall be mailed to the owner of the animal by regular mail. Any expense incurred in the handling of an animal under this Section and Section 12 shall be borne by the owner. The owner of a biting animal must also remit to the Department of Public Health, for deposit into the Pet Population Control Fund, a \$25 public safety fine within 30 days after notice.

(b) When a person has been bitten by a police dog that is

currently vaccinated against rabies, the police dog may continue to perform its duties for the peace officer or law enforcement agency and any period of observation of the police dog may be under the supervision of a peace officer. The supervision shall consist of the dog being locked in a kennel, performing its official duties in a police vehicle, or remaining under the constant supervision of its police handler.

(c) When a person has been bitten by a search and rescue dog that is currently vaccinated against rabies, the search and rescue dog may continue to perform its duties for the handler or owner or agency and any period of observation of the dog may be under the supervision of its handler or owner. The supervision shall consist of the dog being locked in a kennel, performing its official duties in a vehicle, or remaining under the constant supervision of its handler or owner.

(d) Any person convicted of violating subsection (a-20) of this Section is guilty of a Class A misdemeanor for a first violation. A second or subsequent violation is a Class 4 felony.

(Source: P.A. 93-548, eff. 8-19-03; 94-639, eff. 8-22-05.)

Section 99. Effective date. This Act takes effect upon becoming law.

**Effective Date: 7/28/2016**

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**COUNTY OF KENDALL, ILLINOIS**  
**COMMITTEE OF THE WHOLE**  
**Thursday, July 13, 2017**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE** - The meeting was called to order by County Board Chair Scott Gryder at 4:06p.m., who led the committee in the Pledge of Allegiance to the American Flag.

**ROLL CALL**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Scott Gryder	Present		
Lynn Cullick	<b>ABSENT</b>		
Bob Davidson	Yes		
Elizabeth Flowers	<b>ABSENT</b>		
Tony Giles	Here		4:48p.m.
Judy Gilmour	Here		
Audra Hendrix	Here		
Matt Kellogg	Yes		
Matthew Prochaska	Here		
John Purcell		4:12p.m.	

Others present: Latreese Caldwell, ASA Anne Knight, State’s Attorney Eric Weis

**OLD BUSINESS**

From Facilities Committee:

- *Approval of Part 1 of the Healy, Bender & Associates, Inc. Architectural Services Proposal in an amount not to exceed \$22,500 and Part 4 in an amount not to exceed \$8,500 – Member Davidson said that Part 4 would be nice, but that his recommendation is to proceed with Part 1 of the proposal immediately.*

Discussion on the feasibility of spending the funds for a study, proceeding with Part 4 of the proposal, the financial state of the County for FY18, other cost effective options and solutions, the demolition of the former funeral home, and prioritizing security and storage needs for the County Office Building. Mr. Davidson asked that the agenda item be changed to: *Approval of Part 1 of the Healy, Bender & Associates, Inc. Architectural Services Proposal in an amount not to exceed \$22,500*

From Admin HR Committee:

Committee Vice Chair Judy Gilmour reported that the committee has reviewed both job descriptions and made changes as necessary. The Administrative Organization Chart was updated to reflect the changes in the Administrative Services Office.

- *Approval of the County Administrator Job Description*
- *Approval to Post the County Administrator Position Opening*

- *Approval of the Deputy County Administrator Job Description*
- *Approval of the Administration Office Organization Chart*

From Boards & Commissions Review Ad Hoc Committee:

- *Approval to Abolish Farmland Protection Commission* – Member Giles informed the committee that after the first meeting, there was consensus by the committee to abolish this committee that wasn't meeting, has no funding, and no active farm participants. Member Prochaska reported that he spoke with the Farm Bureau manager, Dan Reedy, who has no objection to the commission being abolished. State's Attorney Eric Weis informed the committee that a Public Hearing would need to be held to abolish the commission or rescind the ordinance. The State's Attorney's Office will provide the correct verbiage for the Public Hearing agenda.

**NEW BUSINESS** - None

**PUBLIC COMMENT** – None

**QUESTIONS FROM THE MEDIA** – None

## **CHAIRMAN'S REPORT**

Chairman Gryder informed the committee about the following:

1. Mr. Gryder stated that Highway Engineer Klaas provided an update on the Millington Bridge situation, and it appears that it will be March 9, 2018 before we will have a letting, so it will be the end of 2018 before the bridge can be built because LaSalle County is using federal funding for their portion of the bridge which requires additional timeframe.
2. Mr. Gryder stated that there was a lengthy discussion on Hideaway Lakes, and that the Law, Justice and Legislation Committee sent a letter to the PBZ Committee requesting that the committee review the Special Use Permit, and there was a meeting on Monday evening with the owner of the facility. Hideaway Lakes has complied with two-thirds of the open violations, and the Health Department plans to re-visit the facility on July 27, 2017, and the PBZ Committee will discuss these findings at their next meeting. Member Davidson stated that the PBZ staff are also planning to revisit the site to evaluate building violations. Mr. Davidson stated that the biggest concerns are the restrictions of the Fire Protection District in entering the property, and locating people without proper signage. Member Hendrix asked if the committee could have an official tour of the property. Mr. Gryder stated they will look into that and report back.
3. Mr. Gryder attended the Northwest Water Planning Alliance meeting on Thursday, with a presentation on Illinois Groundwater Flow Model: New Application Insights for Northern Illinois by Dr. Daniel Abrams, with the Illinois State Water Survey. One of the primary focuses Dr. Abrams had was on southern Kendall County and Joliet area, where he indicated that currently there are 16 million gallons of water a day from Joliet, and if they dig another well further west, there is a good chance that it will drain the water in southern Kendall



County down to the Arrington Galesville service which basically means that anyone with a well down there will have to dig an additional 1,000 feet further at a tremendous cost, and also require more of a pump to bring water back to the surface. Mr. Gryder stated that we need to have a serious discussion with Kendall, Will, and Joliet (our region) because we are now in a grave situation. We now have a monitoring well on Townhouse Road south of Newark that was installed by the State in 2015, and in the last year or so, there haven't been any noticeable changes, and there also hasn't been any tremendous building at this point either. Mr. Gryder stated this is an issue that we need to continue to monitor. One suggestion was to have a well-injection to put water back down there, and there is discussion on the best way to proceed with that corrective procedure, and the need for capital investment.

**From the Highway Committee:** Member Kellogg informed the committee about the proposed Resolution authorizing the use of Eminent Domain to acquire certain parcels of land for roadway purposes along Grove Road from Sherrill Road to U. S. Route 52. Mr. Kellogg stated this would be an authorization to use this resolution during negotiations to provide encouragement to owners to settle. A number of owners have been unresponsive to the County and so it may be necessary to use eminent domain to acquire these parcels. There are a total of 30 parcels to be acquired. Twelve have been acquired, 9 have settled but not closed, and another 9 have been unresponsive. Any action to file suit would be brought back individually to the County Board for approval.

**REVIEW BOARD ACTION ITEMS** – Chairman Gryder asked the committee to review the agenda for any updates or changes.

1. Add Public Hearing to Abolish Farmland Protection District
2. Remove A, 1 – Update on Hideaway Lakes
3. Add under E, Facilities Management – Approval of Part 1 of the Healy, Bender & Associates, Inc. Architectural Services Proposal in an amount not to exceed \$22,500.
4. Under 14 – add 708 Mental Health Board Report
5. Under 14 – remove KenCom Executive Board report
6. Under 16 – add Jennifer Hughes, Appointment to the Stormwater Planning Committee as the Oswego Representative

**EXECUTIVE SESSION** – Member Prochaska made a motion to enter into Executive Session for the purpose of Litigation when an action against, affecting or on behalf of the particular public body has been filed, second by Member Kellogg.

Roll Call: Member Hendrix - here, Member Purcell - yes, Member Giles – yes, Member Gilmour - yes, Member Gryder - yes, Member Davidson - yes, Member Prochaska - yes, Member Kellogg – yes.

**With all present voting aye, the committee entered into**

**Executive Session at 4:38p.m. and the committee reconvened into Open Session at 4:49p.m.**

**ADJOURNMENT** – Member Hendrix moved to adjourn the meeting at 4:50p.m., Member Purcell seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,  
Valarie McClain, Recording Secretary

**COUNTY OF KENDALL, ILLINOIS**  
**Boards and Commissions Review Ad Hoc Committee**  
**MEETING MINUTES**  
**Thursday, July 6, 2017**

**Call to Order:** The Ad Hoc Committee was called to order by Committee Chair Tony Giles at 9:45a.m.

**Roll Call and Establishment of a Quorum:** Tony Giles - here, Matthew Prochaska – here, Judy Gilmour - here **With three members present, a quorum was present to conduct business.**

Committee Members Absent: John Purcell

*Member Hendrix arrived at 10:01a.m.*

**Committee Purpose:** To review all county commissions that are a creation of the Kendall County Board or that are appointed by the Kendall County Board or other commissions or committees or boards that the committee should determine to be applicable to the residents of Kendall County as well as the qualifications for individuals serving on those boards. Committee expiration is September 30, 2017.

**Approval of Agenda** – Motion made by Member Gilmour to approve the agenda as written, second by Member Prochaska. **With three members voting aye, the agenda was approved.**

**Items of Business**

- *Review of Kendall County’s Appointed Public Entity Listing* – There was discussion on the following Boards and Committees:

*TB Board* – Member Prochaska stated that under State Statute, there is the possibility of merging TB Board with the Board of Health moving the three current TB Board members to the Board of Health, and the \$15,000 levy to the Health Department. **The committee agreed to invite Dr. Tokars to attend the July 24, 2017 meeting for further discussion.**

*University of Illinois Extension Board* – Do they meet, and when? Member Gilmour stated that she has yet to attend a meeting, and she’s been on the Board since she began her term. Is there need for County Board participation on the Board?

*PBZ Process* – Member Prochaska asked that the committee review the entire process, and possibly streamlining the process so that citizens aren’t answering the same questions for three or four different committees.

*Public Aid Appeals Committee:* Member Prochaska explained that committee members are appointed by the local township supervisors, and that the County Board Chair serves on the committee.



*Townships* – Member Giles asked about the purpose of a township, the committees/boards responsibilities, whether the townships are still needed in the County, and whether townships could be absorbed into the County to remove an additional layer of government. Member Prochaska stated that Kendall County is under the township form of government with 10 Board members, and if the County changed to commission form, they could reduce the size of the County Board to five members, and absolve townships if desired.

*Farmland Protection Commission* - Member Prochaska stated that this commission has never met, and doesn't have any funding. He said its original purpose was to purchase agricultural rights to farmland, and the reason it was created was to follow what Kane County was doing, but Kane County's Board was funded by the casino. Member Prochaska stated that the Kendall County Farm Bureau is not against abolishing this commission. **There was agreement by all members present to forward the approval to abolish this commission to the July 18, 2017 County Board meeting.**

*Drainage Districts* – possibly merging Raymond and Rob Roy Drainage Districts. Member Prochaska stated that the Raymond flows into Rob Roy, and its ultimately what they want to do once they are established. **The committee will review the two districts once they are ready to merge.**

*Ethics Commission Review Board* – Member Prochaska asked the committee to review the Board, and state laws for the Board to ensure we are in compliance. Member Prochaska stated that the Board should consist of only 3 members, and that any elected officer is not eligible to serve on this Board. **The committee will discuss this item further at the July 24, 2017 meeting.**

*Housing Authority Board* – Member Prochaska stated that the committee is currently at five, but the County Board can increase the membership to seven if desired. Member Prochaska reported the committee is operating well now that the committee has adequate membership to ensure a quorum. **The committee will discuss further at the July 24, 2017 meeting.**

*Fire Protection Districts* – Member Prochaska asked that the committee review the districts, and consider changing the district trustees to elected positions, instead of appointed. There was also discussion on consolidation of the districts under one District Chief. **The committee agreed to discuss this item further at the August 4, 2017 meeting.**

*KenCom 911 Board* – Discussion on why Newark is on this Board as a voting member considering they do not have a police department, and if there is continued need to include representatives from Newark? Member Prochaska stated that there is a clause in the Illinois Constitution that says the County Board can take any position it desires and by County ordinance, referendum or state statute and make it an elected office. **The committee will review this Board in detail at the August 4, 2017 meeting.**

*Regional Board of Trustees* – Discussion on decisions being made about boundary lines, vouchers, etc. **Item to be discussed further at a future meeting.**

*Sanitary Districts* – Discussion on the two Sanitary Districts, impact fees, changing to elected positions, and the need for more District position turnover. **There was agreement that there would be further discussion at the August 4, 2017 meeting.**

*County Water Commission* – Discussion on creating a County Water Commission, the problem between districts, increased growth, the local aquifer, combining the Boards, the Northwest Water Planning Commission, and planning for the future.

- *Review of Planning, Building and Zoning Committees* – KC Senior Planner Matt Asselmeier reviewed the eight committees that Planning, Building and Zoning Department interacts with on a routine basis, and his recommendations for each committee structure, need, and membership. Mr. Asselmeier stated that under state law, the County is required to have the Zoning Board of Appeals by state law, a stormwater oversight committee, and a historic preservation commission. Discussion on abolishing the ZPAC and Ad Hoc Zoning Committees, merging the Zoning Board of Appeals and the Special Use Hearing Officer, changing or re-tasking the purpose of the Regional Plan Commission, including a change to how membership is appointed. **These committees to be discussed further at the August 4, 2017 meeting.**

**Public Comment** - None

**Questions from the Media** - None

**Executive Session** – Not needed

**Items for Committee of the Whole** - None

**Action Items for County Board** – *Approval to Abolish Farmland Protection Commission*

**Adjournment** – Member Hendrix made a motion to adjourn the meeting, second by Member Gilmour. There being no objection, the Boards and Commissions Review Ad Hoc Committee adjourned at 12:02p.m.

Respectfully,

Valarie McClain  
Recording Secretary