# KENDALL COUNTY BOARD AGENDA ADJOURNED SEPTEMBER MEETING

# Kendall County Office Building, Rooms 209 & 210 Tuesday April 19, 2016 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
  - A. Approve Lease Agreement between County of Kendall and Kane County Office of Community Reinvestment, Workforce Development Division (formerly known as Kane County Department of Education and Employment) for a one (1) year term commencing on January 1, 2016 in an amount not to exceed \$9,600 per year (\$800 per month)
- 11. New Business
- 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. Approval of a Proclamation for Building Safety Month May 2016
  - B. Highway
    - 1. Approve Resolution to approve low bidders on 12 county and township motor fuel tax projects having a total value of \$2,655,443.60
    - 2. Approve Resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes along Eldamain Road from River Road to US Route 34
    - 3. Approve Intergovernmental Agreement between Kendall County, Illinois and the Village of Millington, Illinois relating to preliminary engineering and construction inspection services
    - 4. Approve Intergovernmental Agreement between Kendall County, Illinois and the Village of Millbrook, Illinois relating to preliminary engineering and construction inspection services
    - 5. Approve Intergovernmental Agreement between Kendall County, Illinois and the Village of Minooka, Illinois relating to preliminary engineering and construction inspection services
    - 6. Approve Intergovernmental Agreement with Kendall County Forest Preserve District awarding \$6,000 in KC-TAP funds for the construction of a shared use path along US Route 34
    - 7. Approve Intergovernmental Agreement with City of Yorkville awarding \$35,000 in KC-TAP funds for the construction of shared use path and sidewalks along Illinois Route 47
  - C. Facilities
    - 1. Approve Resolution Authorizing Energy Savings Analysis of County Facilities by Leopardo Energy
  - D. Finance
    - 1. Approve Claims in an amount not to exceed \$ 876,700.78 and Grand Jurors in an amount not to exceed \$ 2,050.00
    - 2. Approve increase of Administrative Services credit card limit to \$3,000.00 from \$1,500.00
  - E. Labor and Grievance
  - F. Committee of the Whole

- G. Standing Committee Minutes Approval
- 14. Special Committee Reports
  - A. Public Building Commission
  - B. VAC
  - C. Historic Preservation
  - D. Board of Health
- 15. Other Business
- 16. Chairman's Report

#### **Appointments**

Melissa Maye – Historic Preservation Commission – 3 year term – expires April 2019 Jeff Wehrli – Ethics Commission Advisor – 2 year term – expires April 2018

#### **Announcements**

Heather Hadrys from Boombah, Inc (replaces Steve Anderson), Workforce Development Board – Expires 9/30/17

David Thompson – Newark Sanitary District – 2 year term – expires May 2018

David Thompson – Newark Fire Protection District – 3 year term – expires April 2019

Pam Geigenheimer (reappointment) – Tax Board of Review – 2 year term – expires May 2018

Darrell Gaar (reappointment) – Tax Board of Review – 2 year term – expires May 2018

Matthew Prochaska – Kendall Housing Authority – 5 year term – expires April 2021

Peg DeVol – 708 Mental Health Board – 2 year term – expires May 2018

Richard Dickson – Bristol-Kendall Fire Protection District – 3 year term – expires April 2019

Don Brummel – Little Rock-Fox Fire and Ambulance Districts – 3 year term – expires April 2019

- 17. Citizens to be Heard
- 18. Questions from the Press
- 19. Adjournment

#### KENDALL COUNTY BOARD ADJOURNED SEPTEMBER MEETING March 16, 2016

STATE OF ILLINOIS	)
COUNTY OF KENDALL	) SS )

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Wednesday, March 16, 2016 at 9:15 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell and Jeff Wehrli.

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

#### THE MINUTES

Member Koukol moved to approve the submitted minutes from the Adjourned County Board Meeting of 2/16/16. Member Gryder seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.** 

#### THE AGENDA

Member Gryder moved to approve the agenda with the revision to add Representative Keith Wheeler to speak under New Business and moving New Business to item 8. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

#### SPECIAL RECOGNITION

Member Gryder recognized the County Clerk and staff for all of their hard work during the election. They faced challenges with the same day registration and hire than expected turnout.

#### **NEW BUSINESS**

Representative Keith Wheeler gave his congratulations to all those that won last night and those that did run; it takes a special person to step up and be in public office. Mr. Wheeler gave a briefing on what's been going on in Springfield; it has been 307 days since there was a scheduled appropriations meeting. Mr. Wheeler discussed the revenue estimate process and spending money without being honest about what we have to spend. There was discussion on the lack of a budget and how bills are getting paid.

#### **EXECUTIVE SESSION**

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

#### **RECONVENE**

### **ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS**

#### Sheriff

Sheriff Baird updated the board on the initiative to apprehend fugitives "Fugitive Friday". From the first post they were able to capture one of the most wanted in Springfield Illinois.

#### **County Clerk**

Revenue Report	2/1/16-2/28/16	2/1/15-2/28/15
----------------	----------------	----------------

Line Item	Fund		Revenue
	County Clerk Fees	\$617.50	\$620.00
	County Clerk Fees - Marriage License	\$810.00	\$600.00
	County Clerk Fees - Civil Union	\$0.00	\$30.00

	County Clerk Fees - Misc	\$1,421.50	\$3,717.04
	County Clerk Fees - Recording	\$21,373.00	\$21,175.00
01010061205	Total County Clerk Fees	\$24,222.00	\$26,142.04
01010001185	County Revenue	\$18,821.25	\$14,438.00
38010001320	Doc Storage	\$12,629.50	\$12,981.00
51010001320	GIS Mapping	\$21,278.00	\$21,908.00
37010001320	GIS Recording	\$2,656.00	\$2,736.00
01010001135	Interest	\$34.78	\$33.88
01010061210	Recorder's Misc	\$4,264.75	\$4,313.61
81010001320	RHSP/Housing Surcharge	\$11,115.00	\$11,160.00
CK # 17984	To KC Treasurer	\$95,021.28	\$93,712.53

County Clerk Debbie Gillette thanked the Election Judges for their patience and understanding in working with the new computers, registering voters for the first time on Election Day and dealing with the ballots when the counts got low. Ms. Gillette stated that her staff is the best, they handled all of the calls professionally and they continue to go above and beyond to do a great job. Ms. Gillette also thanked the other departments for their assistance. The turnout was double of what was expected; hopefully this trend will continue for future elections.

#### **Treasurer**

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

# Kendall County General Fund QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR THREE MONTHS ENDED 02/29/2016

REVENUES*	Annual <u>Budget</u>	2016 YTD <u>Actual</u>	2016 YTD <u>%</u>	2015 YTD Actual	2015 YTD <u>%</u>
Personal Property Repl. Tax	\$406,460	\$69,845	17.18%	\$73,484	19.86%
State Income Tax	\$2,650,000	\$300,649	11.35%	\$518,732	21.70%
Local Use Tax	\$470,000	\$235,436	50.09%	\$135,313	30.07%
State Sales Tax	\$545,492	\$98,738	18.10%	\$249,524	30.25%
County Clerk Fees	\$358,000	\$78,305	21.87%	\$77,871	21.75%
Circuit Clerk Fees	\$950,000	\$210,213	22.13%	\$152,393	16.04%
Fines & Foreits/St Atty.	\$475,000	\$83,770	17.64%	\$76,857	15.37%
Building and Zoning	\$59,500	\$5,080	8.54%	\$8,850	16.09%
Interest Income	\$30,000	\$7,816	26.05%	\$3,125	10.42%
Health Insurance - Empl. Ded.	\$1,250,141	\$292,350	23.39%	\$293,267	26.32%

TOTALS  Public Safety Sales Tax	\$11,410,513 \$4,800,000	\$2,373,558 \$1,239,988	20.80% 25.83%	\$2,634,519 \$1,229,430	23.23%
_	<del>+</del> <del>,</del> <u></u>			. ,	
Sheriff Fees	\$355.000	\$58,159	16.38%	\$73,101	12.71%
Correction Dept. Board & Care	\$766,500	\$139,320	18.18%	\$185,760	20.64%
County Real Estate Transf Tax	\$396,420	\$80,984	20.43%	\$87,120	34.85%
1/4 Cent Sales Tax	\$2,698,000	\$712,895	26.42%	\$699,123	27.15%

<sup>\*</sup>Includes major revenue line items excluding real estate taxes which are to be collected

later. To be on Budget after 3 months the revenue and expense should at 24.99%

Treasurer, Jill Ferko stated that she did not have any concerns.

#### State's Attorney

State's Attorney Eric Weis spoke about the SKY Run which will be on April 30, 2016.

#### Coroner

#### Statistics:

2016 Statistics	Stats for Same Period in 2015 Differen			
2016 Total Deaths	70	Total Deaths	56	25%
Autopsies to Date	5	Autopsies	4	100%
Toxicology Samples.	8	Toxicology Samples	5	100%
Cremation Permits	41	Cremation Permits	33	24%

- Coroner Toftoy provided New Hire Orientation for a new Kendall County Sheriff's Office Deputy on February 2, 2016
- Deputy Coroner Jacquie Purcell provided a presentation to the Law Enforcement Class at Oswego High School on February 17, 2016.
- Deputy Coroner Jacquie Purcell provided a morgue tour for the Law Enforcement Class from Oswego High School on February 19, 2016.
- Deputy Coroner Jacquie Purcell provided a presentation to the Advanced Health/Health Careers Class at Oswego East High School on February 25, 2016.

#### **Supervisor of Assessments**

Supervisor of Assessments Andy Nicoletti stated that they mailed out 4,800 senior exemption renewals, which represents roughly 12% of our residential properties. Final abstract was received from the State the multiplier is 1.0%. There was a discussion on the disabled Veteran exemption and why the State adds a multiplier.

## STANDING COMMITTEE REPORTS

### Planning, Building & Zoning

#### **Reciprocal Building Inspection Services**

Member Gryder made a motion to approve a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois for a term not to exceed one (1) year. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

A complete copy of Resolution 16-05 is available in the office of the County Clerk.

#### **Camelot Farm Oswego LLC**

Member Gryder made a motion to approve a one (1) year extension to the recording of the final plat of subdivision for petition 08-18 Camelot Farm Oswego, LLC. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

#### **Public Safety**

#### **Accurate Controls Maintenance and Service Agreement**

Member Prochaska made a motion to approve the Accurate Controls Maintenance and Service Agreement. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion** carried.

#### Administration/HR

#### **Organizational Chart**

Member Cullick made a motion to approve the Resolution Establishing the Organizational Chart and Department Heads Supervised by the County Administrator. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Davidson. **Motion carried 9-1.** 

A complete copy of Resolution 16-06 is available in the office of the County Clerk.

#### **GIS Aerial**

Member Cullick made a motion to approve the Contract for Spring 2016 GIS Aerial Photography with Ayres Associates in an amount not to exceed \$31,560. Member Wehrli seconded the motion.

Members discussed when the last aerial was and some of the changes that have occurred since that aerial.

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Koukol. **Motion carried 9-**1.

# Highway

#### Low Bid of D Construction

Member Koukol made a motion to approve the resolution to approve the low bid of D Construction, Inc. in the amount of \$4,653,223.25 to reconstruct Sherrill Road. Member Gilmour seconded the motion.

Members discussed the project coming in under engineer's expected costs; but it is still more that the amount in the 5 year plan.

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

A complete copy of Resolution 16-07 is available in the office of the County Clerk.

#### Low Bid of Geneva Construction

Member Koukol made a motion to approve the resolution to approve the low bid of Geneva Construction in the amount of \$505,101.25 to make improvements at Orchard/Caterpillar and Orchard/Galena intersections. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

A complete copy of Resolution 16-07 is available in the office of the County Clerk.

#### **Revise KC-TAP Fund**

Member Koukol made a motion to approve the Kendall County Forest Preserve District to revise the KC-TAP fund amount of \$3,000 to \$6,000 for shared use path along Route 34 between III. Rte. 47 and Orchard Road. Member Shaw seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

#### **Facilities**

#### **Call One Customer Service Agreement**

Member Davidson made a motion to approve the Call One Customer Service Agreement for one year. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

#### **Call One Centrex Contract**

Member Davidson made a motion to approve the Call One Centrex Contract for one year for an estimated cost of \$9.00 per month to guarantee continued use of two circuits, with an estimated cost of \$4,153.06 per month depending on usage.

Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Purcell who abstained. **Motion carried.** 

#### **Groot Industries**

Member Davidson made a motion to approve a one (1) year extension of the waste and recycling agreement dated June 20, 2012 between the County of Kendall and Groot Industries, Inc. from July 30, 2016 to July 29, 2017 in the amount of \$903.87 per month. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

#### **Temporary Facilities Maintenance 1 Position**

Member Davidson made a motion to approve the extension of a temporary Facilities Maintenance 1 position for a maximum of 178 days. Member Flowers seconded the motion.

Members discussed insurance benefits.

<u>Chairman Shaw asked for a roll call vote on the motion.</u> All members present voting aye except Purcell who voted nay. **Motion carried.** 

#### **Finance**

#### **CLAIMS**

Member Purcell moved to approve the claims submitted in the amount of \$701,504.42. Member Gryder seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$34,543.95, B&Z \$2,817.50, CO CLK & RCDR \$39.97, ELECTION \$59,841.55, SHRFF \$19,207.11, CRRCTNS \$5,823.71, MERIT \$260.00, EMA \$956.00, CRCT CT CLK \$1,471.98, CRCT CT JDG \$8,097.70, CRNR \$258.08, CMB CRT SRV \$484.12, ST ATTY \$725.94, CO TRSR \$756.35, UNEMPLY CMP \$17,023.00, EMPLY HLTH INS \$25,065.79, AUD & ACCT \$31,500.00, OFF OF ADMN SRV \$1,554.66, GNRL IN & BNDG \$108.00, CO BRD \$480.54, TECH SRV \$4,502.61, CAP EXPND \$500.00, ECON DEV \$1,128.84, LIABIS INS EXP \$22,017.49, CO HWY \$48,818.74, CO BRDG \$80,981.40, TRNSPRT SALES TX \$15,665.63, HLTH & HMN SRV \$60,238.24, FRST PRSRV \$6,305.37, ELLIS HS \$749.49, ELLIS WDDNGS \$410.12, HOOVER \$1,295.00, ENV ED NTRL BEGINNINGS \$124.66, ENV ED LWS OF NTR \$57.24, GRNDS & NTRL RSRCS \$2,028.20, ANML CNTRL \$251.04, RCDR DOC STRG \$5,500.00, DRG ABS EXPND FND \$417.94, HIDTA \$3,323.01, SHRFF RNGE FND \$120.16, CO CMSRY FND \$14,715.30, CRT SEC FND \$60.14, CRCT CT DOC STRG \$1,246.63, PRBTN SRV EXP FND \$3,267.13, GIS \$59.91, KAT \$189,395.69, ENG/CNSLTNG ESCRW \$22,000.00, EMPLY BNFT PRGM \$1,504.38, SHRFF FTA FND \$1,923.77, VAC \$1,880.34

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

#### Loan to Chiefs of Police

Member Purcell made a motion to approve a loan to the Kendall County Association of Chiefs of Police for \$50,000 from the Public Safety Capital Improvement Fund for a term of 7 years at 0% interest. Member Gryder seconded the motion.

State's Attorney Weis informed the board that the county doesn't have the ability to loan money to an entity. Mr. Weis stated that there is a way to make this happen by approving the concept.

Member Purcell withdrew his motion. Member Gryder withdrew his second.

Member Purcell made a motion to approve a loan to the Kendall County Association of Chiefs of Police for \$50,000 from the Public Safety Capital Improvement Fund for a term of 7 years at 0% interest. Member Gryder seconded the motion.

Member Wehrli made a motion to approve the expenditure of \$50,000 to construct a law enforcement monument subject to State Attorney approval and to be voted upon when the agreement comes forth. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

#### **Audited 2014-2015 Financial Statements**

Member Purcell made a motion to approve the Fiscal Year 2014-2015 audited financial statements. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

Member Flowers was excused from the meeting at 10:43am.

#### **BREAK**

#### **RECONVENE**

#### Labor & Grievance

The committee did not meet.

#### Committee of the Whole

Chairman Shaw reviewed the March10, 2016 minutes included in the packet.

#### STANDING COMMITTEE MINUTES APPROVAL

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

#### **SPECIAL COMMITTEE REPORTS**

#### **Public Building Commission**

Member Wehrli stated that they did not have a meeting; hopefully they will be able to wrap it up quickly.

#### VAC

Member Wehrli reported that they have quarterly meetings and they will meet in April.

#### **Historic Preservation**

Member Wehrli stated that they meet on March 16, 2016.

#### **Board of Health**

Member Wehrli reported that they met on March 15, 2016.

State's Attorney Eric Weis stated that they will draft new leases for CASA and the Kane County Department of Education and Employment. The leases are one year with a one year option.

#### **CHAIRMAN'S REPORT**

## **ANNOUNCEMENT**

Melissa Maye - Historic Preservation Commission - 3 year term - expires April 2019

#### **ADJOURNMENT**

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

Approved and submitted this 8th day of April, 2016.

Respectfully submitted by, Debbie Gillette, Kendall County Clerk Kane County Office of Community Reinvestment, Workforce Development Division Lease Agreement

This Lease Agreement (Lease) is made and entered into as of January 1, 2016 (the Effective Date), by and between the Landlord, the County of Kendall (hereinafter referred to as "County") and the Tenant, the Kane County Office of Community Reinvestment, Workforce Development Division (formerly known as Kane County Department of Education and Employment).

#### 1. PREMISES.

- 1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as "Landlord") hereby leases to Kane County Office of Community Reinvestment, Workforce Development Division (hereinafter referred to as "Tenant") and Tenant hereby leases from the Landlord the premises, being the office numbers 221, 223, & 225 located on the second floor of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately twelve hundred (1200) square feet (hereinafter referred to as "Premises"), for the purpose of the Tenant providing job seekers with access to job search and labor market information, employment counseling and support along with education and skills training for the residence of Kendall County. Said Premises are shown on Exhibit A hereto and excludes all common spaces as defined herein.
- 1.2 Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the use of any space between the ceiling of the Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant's use of the Premises).

#### 2. TERM.

- 2.1 Term. The Initial Term of this Lease shall be for the period of one (1) year commencing on January 1st, 2016 and terminating on the last day of December, 2016. "Lease Term" or "Term" shall mean the Initial Term and any exercised Option Periods (as defined in Section 2.2 below).
- 2.2 Option Periods. Provided (a) Tenant has not during the Term been in default in the payment of Rent and Tenant is then occupying the Premises, Tenant may extend the Initial Term for two, successive, one year option periods by giving notice of exercise thereof (Option Notice) to Landlord at least 60 days before the expiration of the term of the lease or, in the event of the second, one year option, 60 days before the expiration of the first, one year option period. If Tenant delivers a valid Option Notice, the Term shall thereby be extended on all the terms and provisions contained in this Lease.
- 2.3 Renovation of Premises by Landlord. The parties agree that that Landlord will not perform any renovation work to the premises prior to the tenant taking possession. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof, that Tenant accepts the condition of the Premises.
- 2.4 Termination of Lease Agreement. Either party may terminate this Lease upon sixty (60) day written notice to the other party. All obligations outstanding at that time of termination shall survive the Lease. Both parties may agree in writing to termination of the Lease and waive the sixty (60) day written notice requirement.

#### 3. RENT

- 3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$9600.00 per year, with the year start date commencing on January 1st, 2016, for a total of one (1) year from the date of the lease. Tenant shall make monthly rental payments in the amount of \$800.00, commencing on January 1st, 2016 and each full payment shall be made by the first day of the month thereafter.
  - 3.2 Security Deposit. No security deposit will be required as part of this lease.
- 3.3 Fair Market Value. The Landlord and Tenant agree that the fair market value for the rental of the premise is as set forth above in section 3.1.

#### 4. PROPERTY

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixture items, purchased by either the Tenant or the Landlord either prior to or during the term of this Lease shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this agreement unless agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods. Landlord is not responsible for providing any personal property, equipment, furniture or other non-fixture items to the Tenant.

#### COMMON AREA.

- 5.1 Common Area. "Common Area" is defined as all areas and facilities within the Kendall County Health and Human Services Building not appropriated to the occupancy of Tenant (The area of occupancy of the Tenant is show in Exhibit A), and facilities, utilities, or equipment outside the Kendall County Health and Human Services Building which serve the Kendall County Health and Human Services Building or any other County facility or property, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in the Kendall County Health and Human Services Building that may from time to time exist. Common Areas shall include the roofs and exterior walls of buildings in the Kendall County Health and Human Services Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals.
- 5.2 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Kendall County Health and Human Services Building and shall include landscaping; repaving; resurfacing; restriping; security, alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

5.3 Control of the Common Area. Landlord and the Kendall County Health Department shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Kendall County Health and Human Services Building without Tenant's consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Health Department for the Kendall County Health and Human Services Building. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area only for normal activities: parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Kendall County Health and Human Services Building. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of the Tenant. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Health and Human Services Department and subject to their rules and regulations.

#### 6. REAL PROPERY TAXES.

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

# 7. INSURANCE; INDEMNITY, SUBROGATION.

- 7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord, the Kendall County Health Department, and any parties designated by Landlord as additional insures. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, January 1st, 2016 and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.
- 7.2 Tenant's Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Kendall County Health and Human Services Building. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than \$2,000,000.00 per occurrence for bodily injury, including death, and person injury, \$1,000,000.00 per occurrence property damage insurance. Tenant's coverage shall be primary insurance as respects Landlord, its officers, agents, and employees. Any insurance or self-insurance maintained by Landlord shall be excess of the Tenant's insurance and shall not contribute with it.

Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 7.3 Tenant's Other Insurance. Tenant shall maintain special form property coverage, with sprinkler leakage, vandalism, and malicious mischief endorsements on all of Tenant's fixtures, including tenant improvements and betterments, equipment, and personal property on the Premises, in an amount not less than 100 percent of their full guaranteed replacement value, the proceeds of which shall, as long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain workers' compensation insurance in accordance with the laws of the State of Illinois in which the Premises are located and employer's liability insurance with a limit of not less than \$1,000,000.00 each accident.
- 7.4 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.
- 7.5 Indemnification and Waiver by Tenant. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its officers, directors, and employees nor Landlord's employees, agents, representatives, and contractors, nor Kendall County Health Department, its officers, directors, employees, agents, representative, and contractors, and each of their successors and assigns (each, "Landlord Party" and collectively "Landlord Parties") shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees (collectively referred to herein as "Claims") arising from or relating to (a) Tenant's use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant's agents, employees, officers, directors, contractors, and invitees (each, "Tenant Party" and collectively "Tenant Parties"), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease.

#### 8. USE.

8.1 The Premises shall be used for the Tenant to provide job seekers with access to job search and labor market information, employment counseling and support along with education and skills training for the residence of Kendall County during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.

- 8.2 Landlord shall have the authority to make modification and improvements to the Kendall County Health and Human Services Building, including the Premises, as deemed necessary to accomplish its statutory functions.
- 8.3 Access to the Premises by the Tenant shall be limited to the normal business hours of the Kendall County Health and Human Service Building for general public access.

## 9. MAINTENANCE, REPAIRS, ALTERATIONS.

- 9.1 Tenant's Obligations. Subject to the foregoing, Tenant shall keep and maintain in good condition the Premises.
- 9.2 Landlord's Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Kendall County Health and Human Services Building including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).
- 9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant's fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.
- 9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations.
- 9.5 Cleaning. The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.
- 9.6 Technical Support. Tenant is responsible, at its own cost, to provide any technical or mechanical support to repair or replace any electrical, mechanical, or computer equipment purchased by Tenant for use on said Premise.

#### 10. UTILITIES.

- 10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term, with the exception of telephone lines dedicated specifically for handling of Kane County Department of Education and Employment telephone calls, which shall be paid by the Tenant.
- 10.2 Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devises that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants
- 10.3 Landlord's Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of

utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Kendall County Health and Human Services Building.

#### 11. MECHANICS LIENS.

11.1 Tenant shall keep the Premises and the Kendall County Health and Human Services Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall defend with counsel of Landlord's choosing, indemnify and save Landlord free and harmless from and against any Claims arising from or relating to the same.

#### 12. DEFAULTS, REMEDIES.

- 12.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease; or (d) if Tenant files a petition or institutes any proceedings under the Bankruptcy Code.
- 12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises and recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.
- 12.3 At the termination of the Lease Term, by lapse of time or otherwise, Tenant will yield immediate possession of the Premises to the Landlord in good condition and repair, loss by fire and ordinary wear excepted, and will return any keys or access cards therefore to the Landlord.

12.4 If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to 125% (one hundred twenty-five percent) of the Rent prorated for the number of days of such holding over. In addition, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. The provisions of this section shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any Rent or other act in apparent agreement of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

#### 13. DESTRUCTION.

- 13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Kendall County Health and Human Services Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction under the laws and regulations of the state, federal, county, and municipal authorities or other authorities with jurisdiction, either Landlord or Tenant may terminate this Lease at the date of the damage upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.
- 13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement until the parties agree in writing on the amount thereof.
- 13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 13, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

#### 14. SIGNS AND DISPLAYS.

14.1 Tenant shall not erect or install in, on, or about the Premises any exterior or interior signs or advertising media, or window or door lettering or placards, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances.

#### 15. COMPLIANCE WITH LAWS.

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior, or mechanical, electrical, or plumbing systems of the

Building, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of billing.

15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials (as defined below) to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises

#### 16. RIGHT OF ENTRY.

16.1 Landlord, the Kendall County Health Department, and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

#### 17. WAIVERS.

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

#### 18. ATTORNEY'S FEES.

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

#### 19. LIMITATION ON LIABILITY.

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

#### 20. NOTICES.

20.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request; or (c) personal delivery, in which case Notice shall be deemed delivered upon receipt of confirmation of such facsimile transmission of such Notice (provided a follow-up Notice is (i) mailed by certified or registered United States Mail, postage prepaid, return receipt requested; (ii) delivered by overnight courier delivery; or (iii) delivered by personal delivery within five (5) business day thereafter). All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date

of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.

#### 21. MISCELLANEOUS.

- 21.1 Cumulative Remedies. No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.
- 21.2 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 21.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.
- 21.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.
- 21.5 Successors and Assigns. All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without all other parties' prior written consent.
- 21.6 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.
- 21.7 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or

understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

- 21.8 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified.
- 21.9 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.
- 21.10 Authority. Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party to the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

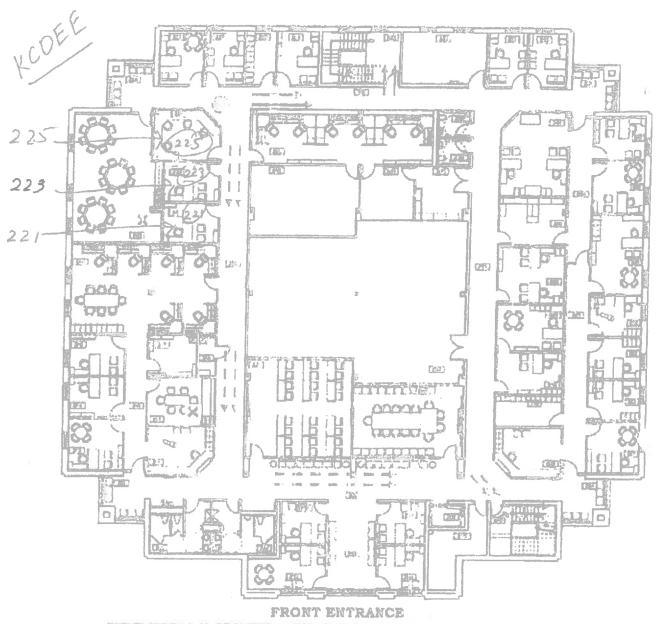
LANDLORD:	Chairman – John Shaw	TENANT:  Director - Scott Berger
Address of Landlo		Address of Tenant: 1 Smoke Tree Office Complex, Unit A

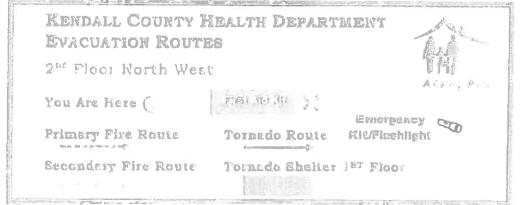
North Aurora, IL 60542

Yorkville, IL 60560

# EXHIBIT A DEPICTION OF PREMISES

[See attached Second Floor Plan]





Kendall County C	Clerk				
Revenue Report			3/1/16-3/31/16		3/1/15-3/31/15
Line Item	Fund		Revenue		Revenue
	County Clerk Fees	\$	673.50	\$	784.50
	County Clerk Fees - Marriage License	\$	1,020.00	\$	930.00
	County Clerk Fees - Civil Union	\$	-	\$	30.00
	County Clerk Fees - Misc	\$	1,718.00	\$	1,792.94
	County Clerk Fees - Recording	\$	23,153.00	\$	27,125.00
01010061205	Total County Clerk Fees	\$	26,564.50	\$	30,662.44
01010001185	County Revenue	\$	24,014.00	\$	15,887.00
38010001320	Doc Storage	\$	13,876.50	\$	16,677.50
51010001320	GIS Mapping	\$	23,335.00	\$	28,167.00
37010001320	GIS Recording	\$	2,911.00	\$	3,517.00
01010001135	Interest	\$	39.29	\$	37.35
01010061210	Recorder's Misc	\$	4,215.00	\$	2,161.50
81010001320	RHSP/Housing Surcharge	\$	12,123.00	\$	14,121.00
CK # 18002	To KC Treasurer	\$	107,078.29	\$	111,230.79
	Surcharge sent from Clerk's office \$708.00			Ψ	111,230.79
		J CK #	17999		
Dom vioi Fund sei	nt from Clerk's office \$170.00 ck 18000				

# Office of Jill Ferko

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

# **Kendall County General Fund**

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR FOUR MONTHS ENDED 03/31/2016

REVENUES*	Annual <u>Budget</u>	2016 YTD <u>Actual</u>	2016 YTD <u>%</u>	2015 YTD Actual	2015 YTD <u>%</u>
Personal Property Repl. Tax	\$406,460	\$91,305	22.46%	\$89,620	24.22%
State Income Tax	\$2,650,000	\$728,392	27.49%	\$723,010	30.25%
Local Use Tax	\$470,000	\$352,380	74.97%	\$200,145	44.48%
State Sales Tax	\$545,492	\$128,402	23.54%	\$337,181	40.87%
County Clerk Fees	\$358,000	\$102,527	28.64%	\$104,013	29.05%
Circuit Clerk Fees	\$950,000	\$290,074	30.53%	\$300,065	31.59%
Fines & Foreits/St Atty.	\$475,000	\$116,667	24.56%	\$158,514	31.70%
Building and Zoning	\$59,500	\$11,891	19.99%	\$12,192	22.17%
Interest Income	\$30,000	\$11,182	37.27%	\$5,938	19.79%
Health Insurance - Empl. Ded.	\$1,250,141	\$380,322	30.42%	\$378,421	33.96%
1/4 Cent Sales Tax	\$2,698,000	\$995,298	36.89%	\$973,624	37.81%
County Real Estate Transf Tax	\$396,420	\$99,805	25.18%	\$101,558	40.62%
Correction Dept. Board & Care	\$766,500	\$185,340	24.18%	\$330,620	36.74%
Sheriff Fees	\$355,000	\$84,109	23.69%	\$111.512	19.39%
TOTALS	\$11,410,513	\$3,577,693	31.35%	\$3,826,413	33.74%
Public Safety Sales Tax	\$4,800,000	\$1,741,235	36.28%	\$1,731,833	40.28%
Transportation Sales Tax	\$4,300,000	\$1,741,235	40.49%	\$1,731,833	40.28%

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

# **EXPENDITURES**

All General Fund Offices/Categories

\$28,159,719	\$8,573,639	30.45%	\$6,160,690	22.84%

# **KENDALL COUNTY CORONER**

# **March 2016 Monthly Report**

	CASE					
DATE	NUMBER	TIME	<b>NATURE</b>	<b>POST</b>	TOX	LOCATION
Tuesday, March 01, 2016	1603071 *	7:42 AM	Natural	N	N	Residence
Tuesday, March 01, 2016	1603072 *	8:53 PM	Natural	N	N	Residence
Tuesday, March 01, 2016	1603073 *	9:54 PM	Natural	N	N	Residence
Wednesday, March 02, 2016	1903074 *	12:32 AM	Natural	N	N	Nursing Home
Wednesday, March 02, 2016	1603075 *	9:10 PM	Natural	N	N	Residence
Friday, March 04, 2016	1603076 *	3:59 AM	Natural	N	N	Residence
Sunday, March 06, 2016	1603077 *	5:17 PM	Natural	N	N	Nursing Home
Monday, March 07, 2016	1603078 *	12:57 AM	Natural	N	N	Assisted Living
Thursday, March 10, 2016	1603079 *	5:20 AM	Natural	N	N	Nursing Home
Thursday, March 10, 2016	1603080 *	7:00 AM	Natural	N	N	Residence
Thursday, March 10, 2016	1603081	10:30 AM	Natural	N	N	Residence
Friday, March 11, 2016	1603082	10:30 AM	Natural	Υ	Y	Residence
Saturday, March 12, 2016	1603083 *	1:24 AM	Natural	N	N	Residence
Tuesday, March 15, 2016	1603084	12:47 PM	Suicide	Υ	N	Residence
Tuesday, March 15, 2016	1603085 *	10:02 PM	Natural	N	N	Residence
Friday, March 18, 2016	1603086	4:05 PM	Natural	N	N	Residence
Saturday, March 19, 2016	1603087 *	12:00 PM	Natural	N	N	Residence
Thursday, March 24, 2016	1603088 *	6:00 AM	Natural	N	N	Residence
Sunday, March 27, 2016	1603089 *	6:00 AM	Natural	N	N	Residence
Friday, March 25, 2016	1603090 *	8:30 PM	Natural	N	N	Nursing Home
Monday, March 28, 2016	1603091 *	8:06 PM	Natural	N	N	Residence

10:41 PM

Natural

Residence

1603092 \*

# Statistics:

FY 2016 Statistics		Stats for Same Period in FY 2015 Difference		Difference
2016 Total Deaths	92	Total Deaths	75	23%
Autopsies to Date  Toxicology Samples.  Cremation Permits	6 10 53	Autopsies Toxicology Samples Cremation Permits	6 7 45	100% 100% 18%

# **Coroner's Office Personnel Update:**

Wednesday, March 30, 2016

- \* Deputy Coroner Jacquie Purcell provided two presentations to the Law Enforcement Class at IVVC on March 9, 2016.
- \* Deputy Coroner Jacquie Purcell provided a presentation for Operation Impact at Oswego East High School on March 11, 2016.

<sup>\*</sup> Denotes death which occurred outside normal business hours. Percentage of calls which occurred outside of normal business hours 82%



Whereas, Kendall County's continuing efforts to address the critical issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect

our citizens, both in everyday life and in times of natural disaster, give us confidence

that our structures are safe and sound, and;

Whereas, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern

building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wild fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety-our local code officials-who assure us of safe, efficient and livable buildings, and;

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

Now, Therefore Be It Proclaimed, by the Kendall County Board, the month of May 2016 as Building Safety Month.

Adopted by Kendall County Board this 19th day of April, 2016

	Attest:		
John A. Shaw	Debbie Gillette		
Chairman	County Clerk		

#### **HIGHWAY COMMITTEE MINUTES**

**DATE:** April 12, 2016

**LOCATION:** Kendall County Highway Department

**MEMBERS PRESENT:** Dan Koukol, Scott Gryder, Jeff Wehrli and Matt Prochaska

**STAFF PRESENT:** Mark Mathewson, Ginger Gates and Fran Klaas

**ALSO PRESENT:** P.J. Fitzpatrick and Kelly Farley

The committee meeting convened at 4:00 P.M. with roll call of committee members. Gilmour absent. Quorum established.

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

Motion Prochaska, second Gryder to approve the Highway Committee meeting minutes from March 8, 2016. Motion carried unanimously.

A bid opening was held on Friday, April 1, 2016 for 22 roadway projects, including County, Township and Municipal projects with a total estimated value of just over \$4.5 million. Low bids came in on average about 16% below the estimates. Motion Koukol; second Wehrli to recommend awarding 12 contracts to low bidders for all the county and township motor fuel tax projects. The other 10 contracts were for township non-MFT and village non-MFT projects, wherein the County is not the awarding authority. The committee discussed specifics of some of the bids and where all of the work was to be completed. By voice vote the motion carried unanimously.

Klaas introduced Mark Mathewson, right-of-way negotiator for Kendall County on the Eldamain Road corridor. Mark attended the meeting to discuss the progress of acquisitions for the Eldamain project. Motion Prochaska; second Wehrli to go into executive session for the purposes of land acquisition. Motion carried unanimously.

Upon reconvening to regular session from executive session, motion Wehrli; second Prochaska to recommend the use of eminent domain for certain parcels along Eldamain Road from River Road to U.S. Route 34. Said parcels to be identified by resolution that will be presented to the County Board on April 19, 2016. Motion carried unanimously.

An intergovernmental agreement between Kendall County and Village of Millington relating to preliminary engineering and construction inspection services was presented to the committee. Motion Koukol; second Prochaska to recommend approval of the IGA to the County Board. Motion carried unanimously.

An intergovernmental agreement between Kendall County and Village of Millbrook relating to preliminary engineering and construction inspection services was presented to the committee. Motion Koukol; second Prochaska to recommend approval of the IGA to the County Board. Motion carried unanimously.

An intergovernmental agreement between Kendall County and Village of Minooka relating to preliminary engineering and construction inspection services was presented to the committee. Motion Koukol; second Prochaska to recommend approval of the IGA to the County Board. Motion carried unanimously.

An intergovernmental agreement between Kendall County and Kendall County Forest Preserve District awarding \$6,000 in KC-TAP funds for the construction of a shared use path along U.S. Route 34 was presented to the committee. Motion Gryder; second Prochaska to recommend approval of the IGA to the County Board. Motion carried unanimously.

An intergovernmental agreement between Kendall County and City of Yorkville awarding \$35,000 in KC-TAP funds for the construction of a shared use path and sidewalks along Illinois Route 47 was presented to the committee. Motion Gryder; second Prochaska to recommend approval of the IGA to the County Board. Motion carried unanimously.

In other business, Klaas reported that the Highway Department has finally received the \$60,000 from Fountain View development that had been obligated many years ago as part of the development immediately north of the Highway Department. Also, Village of Minooka paid the Department nearly \$150,000 of the obligated \$550,000 for improvements done to Ridge Road near Mid Point Road back in 2006. The Village is now proposing to amend the original agreement to extend the time the Village has to pay back the rest of the obligation; but they do intend to meet all their financial obligations that they had agreed to in 2006.

The committee discussed the continuing frustration over the stop signs on Route 126 at Old Ridge Road. Wehrli wondered whether the County could put some pressure in some way on IDOT to get this situation corrected. Prochaska volunteered to contact Representative John Anthony to see if something could be done.

PJ Fitzpatrick gave a brief report on the progress of preliminary engineering by WBK on the Collins Road Extension. Kelly Farley gave a report on the progress of preliminary engineering by CMT on the Little Rock / Galena project.

Motion Gryder; second Wehrli to forward Highway Department bills for the month of April in the amount of \$256,727.76 to the Finance Committee for approval. Motion to approve bills carried unanimously.

Meeting adjourned at 5:05 P.M.

Respectfully submitted,

Have C. Klub

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

# **Action Items (Highway)**

- 1. Resolution to approve low bidders on 12 county and township motor fuel tax projects having a total value of \$2,655,443.60
- 2. Resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes along Eldamain Road from River Road to U.S. Route 34.
- Intergovernmental Agreement between Kendall County, Illinois and the Village of Millington, Illinois relating to preliminary engineering and construction inspection services.
- 4. Intergovernmental Agreement between Kendall County, Illinois and the Village of Millbrook, Illinois relating to preliminary engineering and construction inspection services.
- 5. Intergovernmental Agreement between Kendall County, Illinois and the Village of Minooka, Illinois relating to preliminary engineering and construction inspection services.
- 6. Intergovernmental Agreement with Kendall County Forest Preserve District awarding \$6,000 in KC-TAP funds for the construction of a shared use path along U.S. Route 34.
- 7. Intergovernmental Agreement with City of Yorkville awarding \$35,000 in KC-TAP funds for the construction of shared use path and sidewalks along Illinois Route 47.

# KENDALL COUNTY

# Resolution No. \_\_\_\_\_

WHEREAS, bids were received at the County Highway Office on April 1, 2016 on the following listed projects:

y (\*.75) · ·

Sec. 16-00000-00-GM, Plainfield Road, C. H. #22, approve the low bid of D Construction, Inc. in the amount of \$1,142,122.85.

Sec. 16-00000-01-GM, Grove Road, C. H. #2, approve the low bid of Steffen's 3-D Construction, Inc. in the amount of \$103,796.00.

Sec. 16-00000-02-GM, Eldamain Road, C.H. #7, approve the low bid of Superior Road Striping in the amount of \$56,792.10.

Sec. 16-01000-00-GM, Big Grove Road District, approve the low bid of Steffen's 3-D Construction, Inc. in the amount of \$96,181.25.

Sec. 16-02000-00-GM, Bristol Road District, approve the low bid of Geneva Construction Company in the amount of \$462,647.05.

Sec. 16-03000-00-GM, Fox Road District, approve the low bid of Steffen's 3-D Construction, Inc. in the amount of \$58,657.50.

Sec. 16-04000-00-GM, Kendall Road District, approve the low bid of D Construction, Inc. in the amount of \$122,624.15.

Sec. 16-05000-00-GM, Lisbon Road District, approve the low bid of Steffen's 3-D Construction, Inc. in the amount of \$39,632.80.

Sec. 16-06000-00-GM, Little Rock Road District, approve the low bid of Builders Paving, LLC in the amount of \$72,172.00.

Sec. 16-07000-00-GM, Na-Au-Say Road District, approve the low bid of Steffen's 3-D Construction, Inc. in the amount of \$29,351.25.

Sec. 16-08000-00-GM, Oswego Road District, approve the low bid of Geneva Construction Company in the amount of \$340,300.10.

Sec. 16-09000-00-GM, Seward Road District, approve the low bid of D Construction, Inc. in the amount of \$131,166.55.

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

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

John Shaw - Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the 19th day of April , 2016.

Debbie Gillette - County Clerk

(SEAL)

# KENDALL COUNTY

Resolution No. \_\_\_\_\_

A Resolution Authorizing the use of Eminent Domain to acquire certain parcels of land for roadway purposes along Eldamain Road from River Road to US Route 34, Kendall County, Illinois

**WHEREAS**, Kendall County has determined that there is a need to provide improvements to Eldamain Road in Kendall County, Illinois, as the existing roadway is congested due to inadequate roadway geometry and is deficient in both pavement and design; and

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

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

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

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

**WHEREAS,** Kendall County has deemed that portions of parcels 01-24-400-006, 01-25-200-009, 01-25-200-013, 02-30-100-015, 01-25-200-004, 01-25-200-006, 01-25-400-001, 02-30-300-003, 02-30-300-001, 02-31-101-004, 01-36-200-013, 02-31-101-003, 02-30-300-001, 02-31-101-004, as further described within Exhibit "A", should be acquired by negotiated purchase and/or, negotiation failing, by eminent domain proceedings for highway purposes.

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

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

**BE IT FURTHER RESOLVED,** by the Kendall County Board, that the reconstruction of Eldamain Road from River Road to US Route 34 be laid out, established, constructed and maintained as determined during the engineering work performed for said project; and that said improvements for the roadway be constructed, used, occupied, improved, and developed in a manner necessary and convenient for said use as a public highway; and

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

**BE IT FURTHER RESOLVED,** that the Kendall County State's Attorney is hereby authorized, empowered and directed by the Kendall County Board to condemn land necessary for the improvement, construction, and expansion of public roads pursuant to the Eminent Domain Act, 735 ILCS 5/7-101, et seq., described below as Exhibit A:

Parcel No.	Permanent Index No(s).	Owner	Legal Description
0003	01-24-400-006, 01-25-200-009, 01-25-200-013	Greco/Reggi Plano, L.L.C., an Illinois limited liability company	See Exhibit A
0004	02-30-100-015	Qualified Intermediary of SO LI Number 11, U/A/D May 10, 2013	See Exhibit A
0010 & TE	01-25-200-004, 01-25-200-006	Kim K. Peterson, Trustee of the Kim K. Peterson Declaration of Trust dated September 14, 2005	See Exhibit A
0012 & TE-1, TE-2, & TE-3	01-25-400-001, 02-30-300-003	4334 Eldamain Farm, LLC	See Exhibit A
0013	02-30-300-001, 02-31-101-004	James E. Beck; David W. Beck; Robert P. Beck; Ryan Beck and Patrick Beck, subject to the Life Estate of Robert E. Beck; as their interests may appear to an undivided ½ interest; and Elaine H. Beck, as trustee under the provisions of the Elaine H. Beck Living Trust, as to an undivided ½ interest	See Exhibit A
0014 & TE-1, TE-2, & TE-3	01-36-200-013	David T. Donnelly and Roseann Donnelly	See Exhibit A
0019TE	02-31-101-003	James E. Beck; David W. Beck; Robert P. Beck; Ryan Beck and Patrick Beck, subject to the Life Estate of Robert E. Beck; as their interests may appear	See Exhibit A
0020 & TE-1, TE-2, TE-3, TE-4	02-30-300-001, 02-31-101-004	James E. Beck; David W. Beck; Robert P. Beck; Ryan Beck and Patrick Beck, subject to the Life Estate of Robert E. Beck; as their interests may appear to an undivided ½ interest; and Elaine H. Beck, as trustee under the provisions of the Elaine H. Beck Living Trust, as to an undivided ½ interest	See Exhibit A

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

**BE IT FURTHER RESOLVED,** that the County Board has previously appropriated monies to fund the acquisition of said properties and to cover all costs associated with the acquisition of said right-of-way by the approval of the FY 2015-2016 Annual Operating Budget, County Bridge Fund, and Transportation Sales Tax Fund and shall use said monies to compensate said property owners as determined by the Court for the fee-simple or lesser title to the properties sought to be acquired; and

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

This resolution approved by the County Board of Kendall C	County, State of Illinois.
	John Shaw - Kendall County Board Chair
I, Debbie Gillette, County Clerk in and for said County, in and files thereof, as provided by statute, do hereby cert complete copy of a resolution adopted by the Kendall Cou in Yorkville, Illinois, on the day of	tify the foregoing to be a true, perfect and inty Board, at its regularly scheduled meeting
	Debbie Gillette – County Clerk

(SEAL)

3

# Parcel 0003

Owner: Greco/Reggi Plano, L.L.C., an Illinois limited liability company

**PIN(s):** 01-24-400-006, 01-25-200-009, 01-25-200-013

Common Address: Southwest corner of Eldamain Road and US Route 34, Plano, Illinois

**Legal Description:** That part of the Southeast Quarter of Section 24 and part of the Northeast Quarter of Section 25, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Beginning at a found iron pipe at the northeast corner of said Section 25 per Monument Record 200900016871; thence on an assumed bearing of South 01 degree 17 minutes 24 seconds East, 866.07 feet (866.57 feet) along the east line of said Northeast Quarter of Section 25; thence South 88 degrees 40 minutes 40 seconds West, 77.52 feet along the grantor's southerly property line; thence North 01 degree 01 minute 29 seconds West, 1,090.61 feet to the southerly line of U.S. Route 34 as condemned per Case No. 97 ED 2; thence South 52 degrees 03 minutes 21 seconds East, 63.85 feet along said right-of-way to the westerly line of Eldamain Road; thence North 89 degrees 05 minutes 57 seconds East, 24.34 feet (24.39 feet) to the east line of said Southeast Quarter of Section 24; thence South 00 degrees 53 minutes 15 seconds East, 183.34 feet along said east line to the Point of Beginning.

Said parcel contains 1.837 acres, more or less, of which 0.584 acre, more or less, has been previously used or dedicated for roadway purposes.

# Parcel 0004

Owner: Qualified Intermediary of SO IL, Number 11, U/A/D May 10, 2013

**PIN(s):** 02-30-100-015

**Common Address:** Southeast corner of Eldamain Road and US Route 34, Yorkville, Illinois **Legal Description:** That part of the Southwest Quarter of Section 19 and part of the North Half of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Beginning at a found iron pipe at the southwest corner of said Southwest Quarter of Section 19 per Monument Record 200900016871; thence on an assumed bearing of North 00 degrees 53 minutes 15 seconds West, 122.68 feet along the west line of said Southwest Quarter; thence North 89 degrees 08 minutes 41 seconds East, 25.25 feet (25.37 feet) to the southerly line of U.S. Route 34; thence North 59 degrees 03 minutes 19 seconds East, 58.53 feet along said right-of-way; thence South 01 degree 01 minute 29 seconds East, 839.35 feet to the north line of Lot 13 in Fox Hill Unit 7, according to the plat thereof recorded December 15, 2004, as Document No. 200400034965 and Certificate of Correction recorded June 1, 2005, as Document No. 200500014988; thence South 88 degrees 42 minutes 41 seconds West, 73.55 feet along said north line to the west line of the Northwest Quarter of said Section 30; thence North 01 degree 17 minutes 24 seconds West, 627.19 feet (627.20 feet) along said west line to a found iron pipe at the northeast corner of the Northeast Quarter of Section 25, Township 37 North, Range 6 East of the Third Principal Meridian per Monument Record 200900016871; thence North 00 degrees 53 minutes 15 seconds East, 60.71 feet along the west line of the Northwest Quarter of said Section 30 to the Point of Beginning.

Said parcel contains 1.417 acres, more or less, of which 0.502 acre, more or less, has been previously used or dedicated for roadway purposes.

# **Parcel 0010 & TE**

**Owner**: Kim K. Peterson, Trustee, of The Kim K. Peterson Declaration of Trust dated September 14, 2005

PIN(s): 01-25-200-004, 01-25-200-006

Common Address: 4255 Eldamain Road, Plano, Illinois

**Legal Description (Fee):** That part of the Northeast Quarter of Section 25, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron pipe at the northeast corner of said Northeast Quarter per Monument Record 200900016871; thence on an assumed bearing of South 01 degree 17 minutes 24 seconds East, 1,380.50 feet along the east line of said Northeast Quarter to the Point of Beginning; thence continuing South 01 degree 17 minutes 24 seconds East, 694.78 feet (694.57 feet) along said east line to the north line of a tract conveyed to Katheryn and Paul Kowalski by Warranty Deed recorded February 13, 1981, as Document No. 81-482; thence North 88 degrees 06 minutes 58 seconds West, 59.73 feet along said north line; thence northerly, 262.66 feet along a curve to the right having a radius of 4,060.00 feet, the chord of said curve bears North 02 degrees 52 minutes 41 seconds West, 262.61 feet; thence North 01 degree 01 minute 29 seconds West, 283.77 feet; thence South 88 degrees 58 minutes 31 seconds West, 15.00 feet; thence North 01 degree 01 minute 29 seconds West, 150.77 feet to the grantor's northerly property line; thence South 87 degrees 15 minutes 24 seconds East, 80.11 feet along said northerly line to the Point of Beginning.

Said parcel contains 1.097 acres, more or less, of which 0.494 acre, more or less, has been previously used or dedicated for roadway purposes.

**Legal Description (TE):** That part of the Northeast Quarter of Section 25, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron pipe at the northeast corner of said Northeast Quarter per Monument Record 200900016871; thence on an assumed bearing of South 01 degree 17 minutes 24 seconds East, 2,075.28 feet along the east line of said Northeast Quarter to the north line of a tract conveyed to Katheryn and Paul Kowalski by Warranty Deed recorded February 13, 1981, as Document No. 81-482; thence North 88 degrees 06 minutes 58 seconds West, 59.73 feet on said north line to the Point of Beginning; thence continuing North 88 degrees 06 minutes 58 seconds West, 44.55 feet on said north line; thence North 01 degree 53 minutes 02 seconds East, 20.00 feet; thence South 88 degrees 06 minutes 58 seconds East, 42.28 feet; thence southeasterly, 20.13 feet on a curve to the left having a radius of 4,060.00 feet, the chord of said curve bears South 04 degrees 35 minutes 11 seconds East, 20.13 feet to the Point of Beginning.

Said parcel contains 0.020 acre, more or less.

Parcel 0012 & TE-1, TE-2, & TE-3 Owner: 4334 Eldamain Farm, LLC PIN(s): 01-25-400-001, 02-30-300-003 **Common Address:** Northwest corner of Eldamain Road and Schaeffer Road, Unincorporated Kendall County, Illinois

**Legal Description (Fee):** That part of the Northeast Quarter and Southeast Quarter of Section 25, Township 37 North, Range 6 East and part of the Southwest Quarter of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Beginning at a found iron pipe at the northeast corner of said Southeast Quarter of Section 25 per Monument Record 78-695; thence on an assumed bearing of North 88 degrees 42 minutes 36 seconds East at right angles to the east line of said Northeast Quarter, 22.82 feet to the centerline of Eldamain Road; thence South 01 degree 55 minutes 07 seconds East, 65.94 feet along said centerline; thence South 26 degrees 23 minutes 59 seconds East, 329.04 feet along said centerline; thence South 00 degrees 17 minutes 39 seconds West, 376.37 feet along said centerline; thence South 27 degrees 09 minutes 14 seconds West, 328.76 feet along said centerline; thence South 00 degrees 27 minutes 57seconds East, 392.89 feet (393.52 feet) along said centerline to the centerline of Schaefer Road; thence South 86 degrees 57 minutes 58 seconds West, 451.13 feet along the centerline of Schaefer Road; thence North 02 degrees 48 minutes 59 seconds West, 22.32 feet; thence North 80 degrees 03 minutes 16 seconds East, 151.17 feet; thence South 87degrees 11 minutes 01 second East, 255.00 feet; thence North 43 degrees 40 minutes 33 seconds East, 55.36 feet; thence North 02 degrees 34 minutes 37 seconds West, 30.21 feet; thence northerly, 178.79 feet along a curve to the right having a radius of 950.00 feet, the chord of said curve bears North 02 degrees 48 minutes 52 seconds East, 178.52 feet to the existing westerly right-of-way of Eldamain Road as occupied; thence North 00 degrees 47 minutes 02 seconds East, 123.80 feet along said existing right-of-way; thence North 26 degrees 51 minutes 12 seconds East, 137.32 feet along said existing right-of-way; thence North 17 degrees 02 minutes 58 seconds East, 114.45 feet; thence northerly, 444.74 feet along a curve to the left having a radius of 850.00 feet, the chord of said curve bears North 02 degrees 03 minutes 37 seconds East, 439.68 feet; thence North 12 degrees 55 minutes 43 seconds West, 105.80 feet to said existing westerly right-of-way of Eldamain Road as occupied; thence North 27 degrees 09 minutes 39 seconds West, 139.53 feet along said existing right-of-way; thence North 33 degrees 57 minutes 08 seconds West, 39.10 feet along said existing right-of-way; thence North 22 degrees 20 minutes 26 seconds West, 60.79 feet along said existing right-ofway; thence North 04 degrees 42 minutes 41 seconds East, 73.58 feet along said existing rightof-way; thence North 02 degrees 24 minutes 12 seconds West, 124.54 feet along said existing right-of-way; thence northerly, 318.60 feet along a curve to the right having a radius of 4,060.00 feet, the chord of said curve bears North 06 degrees 58 minutes 47 seconds West, 318.51 feet to the grantor's northerly property line; thence South 88 degrees 06 minutes 58 seconds East, 59.73 feet along said property line to the east line of the Northeast Quarter of said Section 25; thence South 01 degree 17 minutes 24 seconds East, 561.29 feet along said east line to the Point of Beginning.

Said parcel contains 2.259 acres, more or less, of which 1.727 acres, more or less, have been previously used or dedicated for roadway purposes.

**Legal Description (TE-1):** That part of the Northeast Quarter of Section 25, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron pipe at the southeast corner of said Northeast Quarter per Monument Record 78-695; thence on an assumed bearing of North 01 degree 17 minutes 24 seconds West, 561.29 feet along the east line of said Northeast Quarter to the grantor's northerly property line; thence North 88 degrees 06 minutes 58 seconds West, 59.73 feet along said northerly line to the Point of Beginning; thence continuing North 88 degrees 06 minutes 58 seconds West, 44.55 feet along said northerly line; thence South 01 degree 53 minutes 02 seconds West, 100.00 feet; thence South 88 degrees 06 minutes 58 seconds East, 57.41 feet; thence northerly, 100.83 feet along a curve to the right having a radius of 4,060.00 feet, the chord of said curve bears North 05 degrees 26 minutes 37 seconds West, 100.82 feet to the Point of Beginning.

Said parcel contains 0.117 acre, more or less.

**Legal Description (TE-2):** That part of the Southeast Quarter of Section 25, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron pipe at the northeast corner of said Southeast Quarter per Monument Record 78-695; thence on an assumed bearing of South 00 degrees 51 minutes 12 seconds East, 1,422.11 feet along the east line of said Southeast Quarter to the centerline of Schaefer Road; thence South 86 degrees 57 minutes 58 seconds West, 449.77 feet along said centerline; thence North 02 degrees 48 minutes 49 seconds West, 22.32 feet to the Point of Beginning; thence North 80 degrees 03 minutes 16 seconds East, 151.17 feet; thence South 87 degrees 11 minutes 01 second East, 255.00 feet; thence North 43 degrees 40 minutes 33 seconds East, 7.26 feet; thence North 87 degrees 11 minutes 01 second West, 230.58 feet; thence South 80 degrees 03 minutes 16 seconds West, 150.85 feet; thence South 02 degrees 48 minutes 49 seconds East, 5.03 feet to the Point of Beginning.

Said parcel contains 0.043 acre, more or less.

**Legal Description (TE-3):** That part of the Southeast Quarter of Section 25, Township 37 North, Range 6 East and part of the Southwest Quarter of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron pipe at the northeast corner of said Southeast Quarter; thence on an assumed bearing of South 00 degrees 51 minutes 12 seconds East, 93.83 feet on the east line of said Southeast Quarter, said line also being the west line of said Southwest Quarter of Section 30, to the existing westerly right-of-way line of Eldamain Road as occupied; thence South 33 degrees 57 minutes 08 seconds East, 26.01 feet on said existing right-of-way line; thence South 27 degrees 09 minutes 39 seconds East, 78.52 feet on said existing right-of-way line to the Point of Beginning; thence South 12 degrees 55 minutes 43 seconds East, 164.94 feet; thence southwesterly, 436.89 feet on a curve to the right having a radius of 835.00 feet, the chord of said curve bears South 02 degrees 03 minutes 37 seconds West, 431.92 feet; thence South 17 degrees 02 minutes 58 seconds West, 201.25 feet to the aforesaid existing westerly right-of-way line; thence North 26 degrees 51 minutes 12 seconds East, 88.09 feet on said existing right-of-

way line; thence North 17 degrees 02 minutes 58 seconds East, 114.45 feet; thence northeasterly, 444.74 feet on a curve to the left having a radius of 850.00 feet, the chord of said curve bears North 02 degrees 03 minutes 37 seconds East, 439.68 feet; thence North 12 degrees 55 minutes 43 seconds West, 105.80 feet to the aforesaid existing right-of-way line; thence North 27 degrees 09 minutes 39 seconds West, 61.01 feet on said existing right-of-way line to the Point of Beginning.

Said parcel contains 0.253 acre, more or less.

#### Parcel 0013

**Owner:** James E. Beck; David W. Beck; Robert P. Beck; Ryan Beck and Patrick Beck, subject to the Life Estate of Robert E. Beck; as their interests may appear to an undivided 1/2 interest; and Elaine H. Beck, as Trustee under the provisions of the Elaine H. Beck Living Trust, as to an undivided 1/2 interest

**PIN(s):** 02-30-300-001, 02-31-101-004

**Common Address:** Northeast corner of Eldamain Road and River Road, Unincorporated Kendall County, Illinois

**Legal Description:** That part of the Northwest Quarter and the Southwest Quarter of Section 30 and that part of the Northwest Quarter of Section 31, all in Township 37 North, Range 7 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Beginning at a found iron pipe at the southwest corner of said Southwest Quarter of Section 30 per Monument Record 84-958; thence on an assumed bearing of North 00 degrees 51 minutes 12 seconds West, 1177.55 feet along the west line of said Southwest Quarter to the centerline of Schaefer Road; thence North 88 degrees 57 minutes 58 seconds East, 1.36 feet along said centerline to the centerline of Eldamain Road, according to the land conveyed to Morris L. Cannon and Wife by deed recorded June 13, 1942, in Book 966, Page 82; thence North 00 degrees 27 minutes 57 seconds East, 392.89 feet along said centerline; thence North 27 degrees 09 minutes 14 seconds East, 328.76 feet along said centerline; thence North 00 degrees 17 minutes 39 seconds East, 376.37 feet along said centerline; thence North 26 degrees 23 minutes 59 seconds West, 329.04 feet along said centerline; thence North 01 degree 55 minutes 07 seconds West, 65.94 feet along said centerline; thence South 88 degrees 42 minutes 36 seconds West, 22.82 feet to the northeast corner of the Southeast Quarter of Section 25, Township 37 North, Range 6 East of the Third Principal Meridian; thence North 01 degree 17 minutes 24 seconds West, 538.83 feet along the west line of the Northwest Quarter of said Section 30 to the grantor's northerly property line; thence South 81 degrees 18 minutes 44 seconds East, 64.01 feet along said north line; thence southeasterly, 519.53 feet along a curve to the left having a radius of 3,940.00 feet, the chord of said curve bears South 09 degrees 09 minutes 04 seconds East, 519.15 feet; thence South 12 degrees 55 minutes 43 seconds East, 343.23 feet; thence southerly, 502.29 feet along a curve to the right having a radius of 960.00 feet, the chord of said curve bears South 02 degrees 03 minutes 37 seconds West, 496.58 feet; thence South 71 degrees 02 minutes 58 seconds West, 71.06 feet; thence South 72 degrees 57 minutes 02 seconds East; thence South 17 degrees 02 minutes 58 seconds West, 151.50 feet; thence southerly, 282.60 feet along a curve to the left having a radius of 825.00 feet, the chord of

said curve bears South 07 degrees 14 minutes 11 seconds West, 281.22 feet; thence South 02 degrees 34 minutes 37 seconds East, 2,140.21 feet; thence South 65 degrees 49 minutes 14 seconds East, 98.02 feet; thence North 81 degrees 05 minutes 15 seconds East, 251.83 feet; thence North 84 degrees 44 minutes 04 seconds East, 400.94 feet; thence North 82 degrees 50 minutes 29 seconds East, 313.26 feet; thence South 08 degrees 17 minutes 48 seconds East, 53.38 feet to the centerline of River Road; thence South 81 degrees 16 minutes 09 seconds West, 1,214.87 feet along said centerline to the west line of the Northwest Quarter of said Section 31; thence North 01 degree 04 minutes 12 seconds West, 976.63 feet along said west line to the northeast corner of the Northeast Quarter of Section 36, Township 37 North, Range 6 East of the Third Principal Meridian; thence North 01 degree 15 minutes 34 seconds West, 35.21 feet along said west line to the Point of Beginning.

Said parcel contains 11.766 acres, more or less, of which 3.507 acres, more or less, have been previously used or dedicated for roadway purposes.

# Parcel 0014 & TE-1, TE-2, & TE-3

Owner: David T. Donnelly and Roseann Donnelly

**PIN(s):** 01-36-200-013

Common Address: 12025 River Road, Plano, Illinois

**Legal Description (Fee):** That part of Lot 7 of River Glen Subdivision, being a subdivision of part of the East Half of Section 36, Township 37 North, Range 6 East of the Third Principal Meridian, according to the plat thereof recorded September 9, 1986, as Document No. 864458 in Kendall County, Illinois, described as follows:

Beginning at the northeast corner of said Lot 7; thence on an assumed bearing of South 02 degrees 15 minutes 49 seconds East, 34.17 feet along the east line thereof; thence North 68 degrees 30 minutes 18 seconds West, 55.14 feet to the north line thereof; thence North 74 degrees 24 minutes 49 seconds East, 51.86 feet along said north line to the Point of Beginning.

Said parcel contains 0.020 acre, more or less.

**Legal Description (TE-1):** That part of Lot 7 of River Glen Subdivision, being a subdivision of part of the East Half of Section 36, Township 37 North, Range 6 East of the Third Principal Meridian, according to the plat thereof recorded September 9, 1986, as Document No. 864458 in Kendall County, Illinois, described as follows:

Commencing at the northeast corner of said Lot 7; thence on an assumed bearing of South 02 degrees 15 minutes 49 seconds East, 34.17 feet along the east line thereof to the Point of Beginning; thence continuing South 02 degrees 15 minutes 49 seconds East, 34.86 feet along said east line; thence North 67 degrees 26 minutes 31 seconds West, 108.75 feet to the north line of said Lot 7; thence North 74 degrees 24 minutes 49 seconds East, 49.57 feet along said north line; thence South 68 degrees 30 minutes 18 seconds East, 55.14 feet to the Point of Beginning.

Said parcel contains 0.058 acre, more or less.

**Legal Description (TE-2):** That part of Lot 7 of River Glen Subdivision, being a subdivision of part of the East Half of Section 36, Township 37 North, Range 6 East of the Third Principal

Meridian, according to the plat thereof recorded September 9, 1986, as Document No. 864458 in Kendall County, Illinois, described as follows:

Commencing at the northeast corner of said Lot 7; thence on an assumed bearing of South 74 degrees 24 minutes 49 seconds West, 141.44 feet along the north line thereof to the Point of Beginning; thence continuing South 74 degrees 24 minutes 49 seconds West, 50.06 feet along said north line; thence South 12 degrees 44 minutes 31 seconds East, 35.04 feet; thence North 74 degrees 24 minutes 49 seconds East. 50.06 feet; thence North 12 degrees 44 minutes 31 seconds West, 35.04 feet to the Point of Beginning.

Said parcel contains 0.040 acre, more or less.

**Legal Description (TE-3):** That part of Lot 7 of River Glen Subdivision, being a subdivision of part of the East Half of Section 36, Township 37 North, Range 6 East of the Third Principal Meridian, according to the plat thereof recorded September 9, 1986, as Document No. 864458 in Kendall County, Illinois, described as follows:

Commencing at the northwest corner of said Lot 7; thence on an assumed bearing of North 74 degrees 24 minutes 49 seconds East, 40.43 feet along the north line thereof to the Point of Beginning; thence continuing North 74 degrees 24 minutes 49 seconds East, 50.04 feet along said north line; thence South 13 degrees 22 minutes 52 seconds East, 25.02 feet; thence South 74 degrees 24 minutes 49 seconds West, 50.04 feet; thence North 13 degrees 22 minutes 52 seconds West, 25.02 feet to the Point of Beginning.

Said parcel contains 0.029 acre, more or less.

#### Parcel 0019TE

**Owner:** James E. Beck; David W. Beck; Robert P. Beck; Ryan Beck and Patrick Beck, subject to the Life Estate of Robert E. Beck; as their interests may appear

**PIN(s):** 02-31-101-003

Common Address: 11836 River Road, Plano, Illinois

**Legal Description (TE):** That part of the Northwest Quarter of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at the northwest corner of Fox Wood Estates, according to the plat thereof recorded March 6, 1979 as Document No. 79-1080; thence on an assumed bearing South 81 degrees 16 minutes 09 seconds West, 751.18 feet along the centerline of River Road; thence South 08 degrees 43 minutes 51 seconds East, 27.00 feet to the southerly line of River Road and to the Point of Beginning; thence continuing South 08 degrees 43 minutes 51 seconds East, 7.34 feet; thence South 82 degrees 54 minutes 33 seconds West, 188.92 feet; thence North 08 degrees 43 minutes 51 seconds West, 2.04 feet to said southerly line of River Road; thence North 81 degrees 16 minutes 09 seconds East, 188.84 feet along said southerly line to the Point of Beginning.

Said parcel contains 0.021 acre, more or less.

Parcel 0020 & TE-1, TE-2, TE-3, & TE-4

**Owner:** James E. Beck; David W. Beck; Robert P. Beck; Ryan Beck and Patrick Beck, subject to the Life Estate of Robert E. Beck; as their interests may appear to an undivided 1/2 interest; and Elaine H. Beck, as Trustee under the provisions of the Elaine H. Beck Living Trust, as to an undivided 1/2 interest

**PIN(s):** 02-30-300-001, 02-31-101-004

Common Address: 11932 River Road, Plano, Illinois

**Legal Description (Fee):** That part of the Northeast Quarter of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Beginning at the northeast corner of River Glen Subdivision according to the plat thereof recorded September 9, 1986, as Document No. 864458; thence on an assumed bearing of North 81 degrees 16 minutes 09 seconds East,182.58 feet along the centerline of River Road; thence South 08 degrees 43 minutes 51 seconds East, 27.00 feet to the south line of River Road; thence South 38 degrees 46 minutes 06 seconds West, 49.12 feet; thence South 02 degrees 34 minutes 37 seconds East, 1,083.35 feet to the northerly bank of the Fox River; thence North 63 degrees 08 minutes 16 seconds West, 172.24 feet along said northerly bank; thence North 52 degrees 01 minute 47 seconds West, 10.06 feet along said northerly bank to the east line of Lot 7 of said River Glen Subdivision; thence North 02 degrees 15 minutes 49 seconds West, 1,036.32 feet along said east line to the Point of Beginning.

Said parcel contains 3.912 acres, more or less, of which 0.114 acres, more or less, has been previously used or dedicated for roadway purposes.

**Legal Description (TE-1):** That part of the Northwest Quarter of Section 31, Township 37 North, Range 7 East of the Third Principal in Kendall County, Illinois, described as follows:

Commencing at the northeast corner of River Glen Subdivision, according to the plat thereof recorded September 9, 1986, as Document No. 864458; thence on an assumed bearing of North 81 degrees 16 minutes 09 seconds East, 502.88 feet along the centerline of River Road; thence South 07 degrees 52 minutes 45 seconds East, 27.00 feet to the southerly line of River Road and to the Point of Beginning; thence North 81 degrees 16 minutes 09 seconds East, 33.00 feet along said southerly line; thence South 07 degrees 52 minutes 45 seconds East, 4.95 feet; thence South 81 degrees 03 minutes 23 seconds West, 33.00 feet; thence North 07 degrees 52 minutes 45 seconds West, 5.07 feet to the Point of Beginning.

Said parcel contains 0.004 acre (165 square feet), more or less.

**Legal Description (TE-2):** That part of the Northwest Quarter of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at the northeast corner of River Glen Subdivision, according to the plat thereof recorded September 9, 1986, as Document No. 864458; thence on an assumed bearing of North 81 degrees 16 minutes 09 seconds East, 656.87 feet along the centerline of River Road; thence South 08 degrees 43 minutes 51 seconds East, 27.00 feet to the southerly line of River Road and to the Point of Beginning; thence North 81 degrees 16 minutes 09 seconds East, 40.00 feet along said southerly line; thence South 07 degrees 52 minutes 45 seconds East, 4.93 feet; thence South 81 degrees 03 minutes 23 seconds West, 40.01 feet; thence North 07 degrees 52 minutes 45 seconds West, 5.07 feet to the Point of Beginning.

Said parcel contains 0.005 acre (200 square feet), more or less.

**Legal Description (TE-3):** That part of the Northwest Quarter of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at the northwest corner of Fox Woods Estates, according to the plat thereof recorded March 6, 1979 as Document No. 79-1080; thence on an assumed bearing of South 81 degrees 16 minutes 09 seconds West, 940.02 feet along the centerline of River Road; thence South 08 degrees 43 minutes 51 seconds East, 27.00 feet to the southerly line of River Road and to the Point of Beginning; thence South 08 degrees 43 minutes 51 seconds East, 2.04 feet; thence South 82 degrees 54 minutes 33 seconds West, 71.34 feet to said southerly line of River Road; thence North 81 degrees 16 minutes 09 seconds East, 71.31 feet along said southerly line to the Point of Beginning.

Said parcel contains 0.002 acre (73 square feet), more or less.

**Legal Description (TE-4):** That part of the Northwest Quarter of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at the northwest corner of Fox Wood Estates, according to the plat thereof recorded March 6, 1979 as Document No. 79-1080; thence on an assumed bearing of South 81 degrees 16 minutes 09seconds West, 751.18 feet along the centerline of River Road; thence South 08 degrees 43 minutes 51 seconds East, 27.00 feet to the southerly line of River Road and to the Point of Beginning; thence North 81 degrees 16 minutes 09 seconds East, 75.83 feet along said southerly line; thence South 08 degrees 43 minutes 51 seconds East, 9.62 feet; thence South 82 degrees 54 minutes 33 seconds West, 75.86 feet; thence North 08 minutes 43 minutes 51 seconds West, 7.34 feet to the Point of Beginning.

Said parcel contains 0.015 acre, more or less.

# Facilities Committee Minutes April 4, 2016

# **CALL TO ORDER**

Chairman Davidson called the Facilities Management Committee meeting to be in session; located in the County Office Building County Board Conference Room to order at 3:30 p.m.

- 1) Roll Call Suzette Sanford called roll call for attendance. Present were Chairman Davidson, Vice-Chair Koukol, Member Prochaska, Member Wehrli & Member Gilmour. All committee members were present to form a quorum of the committee. County Administrator Wilkins, Facilities Management Director Smiley & Technology Director Koeppel was also present. Sheriff's Office Deputy Commander Gillespie arrived at 4:15p.m. Note: Member Gilmour had to leave the meeting at 4:20p.m.
- **2) Approval of the March meeting minutes -** Member Gilmour made a motion to approve the March meeting minutes. Member Wehrli 2<sup>nd</sup> the motion. All members voted aye via voice vote. Motion approved.
- 3) Public Comment No members of the public had comments for the committee.

# OLD BUSINESS/PROJECTS

- 1) Courthouse & Public Safety Center Security Improvement Project
  - a. Dewberry 60% Design meeting
  - "Stakeholders" met with Dewberry on March 21, 2016. D.C. Gillespie is still waiting for the proposal from Securus on the Video Bond call and Visitation systems. So, Dewberry is going to keep information in the project specifications for the Visitor Visitation/Video bond call system to be done by the integrator selected for the entire project. Dewberry suggested that Kendall County goes ahead and gets the fiber certified to still be good since we are considering allowing some of our dark fiber to be used for this project. Technology Services requested that networkable panic alarms be investigated for use. This would allow additional devices to be added after the fact without needing the integrator to program and install the devices.
  - For purposes of answering questions during the project the following was suggested to put into the specifications:
    - i. D.C. Gillespie to be listed for Security Issues, Jim Smiley to be listed for Facilities Issues & Scott Koeppel to be listed for Technology Issues
  - Dewberry:
    - a) Is planning to send their bid estimate to a third party prior to the 90% level to see if they concur with their estimated costs on the project. Estimates the project will be ready to go out to bid mid-May. Plans to have Wonder wear check all of the integrators programming to make sure they have not customized it or taken shortcuts that may cause problems in the future. Projects the 90% design meeting to be held in late April, when Dewberry would come back and give the County Board a full update on the project..
  - Additional comments on suggested improvements to the systems from the jail and courthouse staff that operate the current system were given to Dewberry to consider for the new systems.
  - Two optional items are going to bid in the project:
    - 1) Replace the existing older jail door locks at the Courthouse to be changed to motorized locks.
    - 2) Connect the existing inter-campus conduits stubbed out from the Courthouse and the Public Safety Center (PSC). This would eliminate a possible single point of failure point next to the PSC main entrance.

# **Report from meeting**

D.C. Gillespie explained that there has been some confusion on the need to replace wiring and what wiring might be reused. Joe said that the current systems use copper wiring inside the facilities and it is failing in several areas as well as systems are failing that are not replaceable anymore. Joe also said that it was planned from the beginning to go away from the fiber cabling to the poles at the Courthouse in the parking lot and go to building mounted cameras instead as is the way cameras are mounted at the Public Safety Center. None of the current systems at the Public Safety Center use fiber optic cabling for cameras. Technology Director Koeppel explained that the fiber suggested to be used is some of the fiber inside the facility between wiring closets and some that is the main backbone between the Courthouse and the Public Safety Center. Scott said depending on what Dewberry determines to be needed, that we currently only use two strands for our computer network and some of this existing fiber could be used to save costs on the project. Member Wehrli asked if the system would be motion based. Joe said yes and we would be able to establish invisible fences and other things that have become commonplace in modern systems. Member Prochaska asked if the design will take in consideration landscaping will change. Joe said yes, but we will need to manage tree growth to keep them from blocking camera views in the future.

# **OLD BUSINESS/PROJECTS CONTINUED**

# 2) Courthouse Mural Project

# **Report from meeting**

Committee members asked Director Smiley to wait on preparing the wall in the Courthouse lobby until the mural composition is approved.

# 3) Public Safety Center Garage Bathroom and Wall Project

KCFM staff completed installation of all the drywall and plywood. All exposed drywall
has been taped and sanded. The Jail will utilize inmate labor to do the painting on this
project. Director Smiley provided paint from attic stock at the Courthouse.

# 4) Network Module Addition to County Office Building (COB) Emergency System

• The module was added on March 15<sup>th</sup>. Jim plans to test the device and to get a list of numbers to add to the device before the next FM Committee meeting in May. Scott Koeppel will also be involved to setup an interface to the existing network emergency system that pops up messages on the desktop computers in the County.

#### 5) Pavement Core Samples on Ridge St. South of Main St to 200 feet East.

Cores were taken on March 22, 2016. The report was issued on March 31, 2106.
 Director Smiley is setting up a meeting with Fran Klaas to go over the report and to work on setting up specifications for the repaying work needed.

# 6) Courthouse (CH) Return Fan Drive Replacement

• The drive was replaced on March 24, 2016. **Project complete.** 

# 7) Kendall Area Transit Operations Office Construction

• The new office construction was completed March 11<sup>th</sup>. The office is now occupied by the new K.A.T. Director. We still have the electrical/data wiring to do along the West wall for future cubicles and then the project will be complete. Director Smiley hopes to have this work completed before the next FM Committee meeting in May.

# 8) Call One Phone Circuit Contract

• Director Smiley sent an electronic copy of the County signed contract to the vendor to alert the vendor that the contract was approved. The original signed contract was sent to the vendor for original signatures to be returned to Jim for our files and to be recorded with the Country Recorder.

• Project complete.

# **NEW BUSINESS/PROJECTS**

# 1) Chairman's Report

# a. Energy Efficiency & County Facilities Presentation – Leopardo Companies, Inc.

i. See attached Packet

# **Report from meeting**

Mike Bain from Leopardo explained the company background and their partnership with Perfection Group for these types of programs and projects. The program encompasses them doing a review of utility billing, current systems designs and age, drawing & specification review of each facilities construction and recommendations for where we can save energy with a guaranteed savings to help offset the projects implementation costs. There is no fee for the review. The State of Illinois allows this to be done according to State statute 50 ILCS 515. Leopardo said they typically see a 20% - 50% reduction in expenses by implementing the suggested changes. Once they make their recommendations Kendall County would presumably put out an RFP and have companies bid by telling us how they would implement changes in the suggested areas of the review. Kendall County would need an Architect or Engineer to review the selected bid by utilizing a County employee in these disciplines or by hiring an Architect or Engineer to review the bid and suggested changes. This is totally different than what is usually done by having all bidders bid on the same specification and drawings that have been developed by an Architect/Engineering firm. Member Wehrli asked if the State provides funding and Leopardo said no. Jeff Wilkins asked if Leopardo provides financing and they said no but they will help us with explaining it to banks or bonding agencies we typically use or by an appropriation from existing funds. Leopardo said they typically need a couple of weeks to gather information, then six weeks more to do their total review. Member Prochaska asked how the savings work. Leopardo said the typical project consists of signing a contract, do the construction, complete project, then twelve months later get utility bills again to confirm savings. The results are provided to the County Board in this case and to the State of Illinois. If the savings projections are not met then the company doing the project(s) would have to write a check for the difference. Chairman Davidson asked if we should forward this to the Finance Committee to review. Members discussed what should be done next and it was decided to forward send it to COW for further review by the entire board. Chairman Davidson asked if there was a motion. Member Wehrli made a motion to have Leopardo present this program at the next COW meeting. Member Prochaska 2<sup>nd</sup> the motion. All members voted aye via voice vote. Motion approved.

# **NEW BUSINESS/PROJECTSCONTINUED**

# 2) Health & Human Services Counter Improvements

• Dr. Tokars is requesting the addition of security screening at the front counter of the Health facility. This was put into the five year plan that was developed in 2013. The cost was estimated to be \$5,000.00.

# **Report from meeting**

Dr. Tokars explained the need to do this project based on a security review performed several years ago by the Sheriff's office. This would create a barrier between the front and rear of the facility. It would help prevent people from being able to jump over the lower sections of the counter. Chairman Davidson said funding was not set aside specifically for this project. Vice-Chair Koukol said he thought it needed to be done, but it needs funding. Member Wehrli said he thinks it needs to be done because it is for more than the Health Department. It is also for Technology, The VAC and every other group that has offices in the facility. Plus if something happens due to this not being done the costs would be much greater than the project cost. Chairman Davidson said we also have similar situations in other facilities. Member Wehrli made a motion to go ahead and do this project with part of the project funds available in the budget this year. Chairman Davidson asked for a voice vote. Vice-Chair Koukol and member Wehrli voted yes. Chairman Davidson & Member Prochaska voted no. Tie vote. Motion was not approved.

#### 3) Civil Process Build out

• Director Smiley found a door, door frame and window frame in attic stock to use for the new walls in this area. Wall studding, rough electric, drywall, taping and painting are completed on the new walls. KCFM staff will be moving the workstations from the old Records area of the PSC to this new space in the Courthouse in the next week or so. KCFM staff also needs to run phone & data wiring and complete the electrical installation before the staff moves into the space. A new sign has been ordered to identify the space as Civil Process with the Sheriff's office logo as part of the sign. Estimated delivery time 3-4 weeks. Jim expects pricing for the counter top and glass for the window and door this week. Jim committed to be completed so the staff can move into the space no later than May 1, 2016.

# 4) GIS Marking of Internal Network

- Recently we had need to mark our internal utility services at both the US 34 campus and
  at the 111 W. Fox St campus. Director Smiley worked with Director Koeppel and GIS
  mapping to have them use their GPS equipment to locate the internal utilities on maps.
  We plan to expand this mapping during the summer season to include main utility
  locations for each facility as well as items in the ground that we want to keep track of.
- Project complete.

#### 5) Police Memorial Project

• Director Smiley turned in the permit application to the City of Yorkville last week. The building inspector Pete Ratos said that it would only take a few days for him to review the application. Pete also said he had preliminary talks with the City Administrator about waiving the permit costs for this project. Work is planned to start in the next month if all goes well with arranging the donated services and labor.

# 6) PSC Semi-Annual Kitchen Hood Inspection

- The inspection was completed on March 22, 2016. No issues were found.
- Project complete.

### 7) Groot Industries Extension Letter

• Director Smiley put together a confirmation letter of the County Board approving a one year extension to the current contract with the pricing specified in the contract. Jim is waiting for a return confirmation letter from Groot accepting the extension.

#### **Ouestions from the Press**

There was no Press present for the meeting.

### **ADJOURNMENT**

• Chairman Davidson asked if there was a motion to adjourn the meeting. Member Procahska made a motion to close the meeting at 5:14 p.m. Vice-Chair Koukol 2<sup>nd</sup> the motion. All members voted aye via voice vote. Motion approved. Meeting adjourned by Chairman Davidson at 5:14 p.m.

Submitted by, Jim Smiley Facilities Management Director

# KENDALL COUNTY

Resolution	No.	

# RESOLUTION AUTHORIZING ENERGY SAVINGS ANALYSIS OF COUNTY FACILITIES BY LEOPARDO ENERGY

WHEREAS, Kendall County is unit of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970, organized and operated under the laws of the State of Illinois; and

WHEREAS, the County Board was provided a presentation by Leopardo Energy explaining the benefits of an energy savings analysis; and

WHEREAS, Leopardo Energy will provide an energy savings analysis at no charge to the County.

**BE IT RESOLVED,** by the County Board of Kendall County, as follows:

**Section 1.** Leopardo Energy is authorized to conduct an energy analysis and provide the results to the to the County for further consideration.

**Section 2.** Leopardo Energy is expected to provide necessary certificates of insurance to the County and follow County procedures for background screening of Leopardo Energy staff required to enter secure buildings to conduct the energy analysis.

**Section 3.** The Director of Facilities Management is authorized to provide information needed by Leopardo Energy to complete the energy analysis.

Approved and adopted by the County Board of Kendall County, Illinois on this 19<sup>th</sup> day of April, 2016.

John A. Shaw, Chairman
County Board
Attest:
111051.
Debbie Gillette
County Clerk