

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210  
Tuesday July 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
  - A. Chief Deputy Scott Koster Retirement
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
  - A. Approve Memorandum of Understanding between the Kendall County Technology Department, the County of Kendall & Kendall County Health and Human Services regarding use of current space of the Health and Human Services Building for Technology Department space needs dated July 19, 2016
12. Elected Officials Report and Other Department Reports
  - A. Sheriff
  - B. County Clerk
    1. Resolution to Change the Days and Hours of Operation for the County Clerk's Office & the Hours of Operation for the County Recorder's Office for General Primary, General, Consolidated, and Special Elections, Effective November 8, 2016
    2. Resolution to Appoint Judges of Elections
  - 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 Petition 16-10 for a request from Whitetail Ridge LLC for a Special Use in the A-1 Agricultural District to operate a banquet hall at the property located at 9111 Ashley Road in Kendall Township (PIN 05-22-200-002)
  - B. Public Safety
  - C. Administration/HR
  - D. Highway
    1. Approve Agreement with Willett Hofmann & Associates to perform county bridge inspections for 2016 and 2017 at a cost of \$35,550, to be taken from the County Bridge Fund
    2. Approve bid from Corrective Asphalt Materials in the amount of \$107,251 to provide crack filling on various county highways, using Transportation Sales Tax Funds
    3. Approve IGA between Kendall County and City of Yorkville providing \$50,000 in Transportation Alternative Funds (KC-TAP) for construction of a multi-use path on Kennedy Road
    4. Approve Preliminary Engineering Services Agreement with HR Green for replacement of Fox Road Bridge at a cost of \$73,356.73, using Transportation Sales Tax Funds
  - E. Facilities
  - F. Finance
    1. Approve Claims in an amount not to exceed \$ 553,146.71 and Grand Jurors in an amount not to exceed \$ 2,450.00
  - G. Labor and Grievance
  - H. Committee of the Whole
  - I. Standing Committee Minutes Approval
14. Special Committee Reports
  - A. Public Building Commission
  - B. VAC
  - C. Historic Preservation
  - D. Board of Health
  - E. 708 Mental Health
15. Other Business

16. Chairman's Report

**Appointments  
Announcements**

17. Citizens to be Heard

18. Questions from the Press

19. Adjournment

**KENDALL COUNTY BOARD  
REGULAR JUNE MEETING  
June 21, 2016**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, June 21, 2016 at 9:20 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 Wehrl.

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

**THE MINUTES**

Member Gryder moved to approve the submitted minutes from the Adjourned County Board Meeting of 5/17/16. Member Davidson seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

**THE AGENDA**

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

**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, (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees, (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS**

**Sheriff**

Sheriff Baird presented the 6 month Sheriff's Office report.

**Kendall County Sheriff's Office  
6 Month Report  
December 01, 2015 – May 31, 2016**

<b>Records Division</b>	
Papers Served	941
Civil Process Fees	\$39,688.55
Record Fees	\$1,365.70
Sheriff's Sales	\$81,300.00
Bond Fees	\$7,638.01
<b>Operations Division</b>	
Calls for Service	3,762
Police Reports	1,912
Total Arrests	845
Traffic Contacts	4,027
Traffic Citations Issued	1,735
DUI Arrests	38
Zero Tolerance	2
CAS Report	12,300
<b>Court Security</b>	
Courthouse Entries	92,068
Arrests made at Courthouse	145

**Corrections Division**

Average Daily Population	111
Meals Served	56,773
Average price per meal	\$1.08
Inmates Housed from Other Counties	275
Total Inmate Transports	1,144
Out of County Housing Billed Out	\$396,608
<b>Total Vehicle Mileage</b>	<b>387,423</b>

**12- Month Budget Results**

Sheriff's Budget	\$5,721,448.00	Corrections Budget	\$4,443,713.00
Year to Date	\$2,631,071.29	Year to Date	\$2,081,036.55
Balance	\$3,090,376.71	Balance	\$2,362,676.45
Percent	45.99%	Percent	46.83%

**County Clerk**

**Revenue Report**

**5/1/16-5/31/16      5/1/15-5/31/15      5/1/14-5/31/14**

Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$ 841.00	\$ 722.00	\$ 676.00
	County Clerk Fees - Marriage License	\$ 1,350.00	\$ 1,620.00	\$ 1,380.00
	County Clerk Fees - Civil Union	\$ -	\$ -	\$ -
	County Clerk Fees - Misc	\$ 1,621.50	\$ 2,072.00	\$ 1,448.00
	County Clerk Fees - Recording	\$ 28,681.00	\$ 24,070.00	\$ 23,093.00
01010061205	Total County Clerk Fees	\$ 32,493.50	\$ 28,484.00	\$ 26,597.00
01010001185	County Revenue	\$ 48,822.00	\$ 36,862.50	\$ 30,843.25
38010001320	Doc Storage	\$ 16,985.00	\$ 14,823.00	\$ 14,179.00
51010001320	GIS Mapping	\$ 28,572.00	\$ 24,941.00	\$ 23,944.00
37010001320	GIS Recording	\$ 3,566.00	\$ 3,113.00	\$ 2,990.00
01010001135	Interest	\$ 35.84	\$ 23.83	\$ 39.89
01010061210	Recorder's Misc	\$ 3,974.25	\$ 1,399.60	\$ 5,841.36
81010001320	RHSP/Housing Surcharge	\$ 15,138.00	\$ 12,996.00	\$ 12,168.00
CK # 18040	To KC Treasurer	\$ 149,586.59	\$ 122,642.93	\$ 116,602.50

County Clerk, Debbie Gillette informed the board that the office is working with the State's Attorney's Office on the appointment of Election Judges and the hours of operation for Election Day. The items will come before the board in July.

**Treasurer**

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

**Kendall County General Fund**

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES  
 FOR SIX MONTHS ENDED 05/31/2016

<u>REVENUES*</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Actual</u>	<u>%</u>
Personal Property Repl. Tax	\$406,460	\$229,474	56.46%	\$269,749	72.91%
State Income Tax	\$2,650,000	\$975,951	36.83%	\$1,160,757	48.57%
Local Use Tax	\$470,000	\$437,763	93.14%	\$267,853	59.52%
State Sales Tax	\$545,492	\$179,571	32.92%	\$452,052	54.79%
County Clerk Fees	\$358,000	\$158,372	44.24%	\$168,046	46.94%
Circuit Clerk Fees	\$950,000	\$453,967	47.79%	\$480,927	50.62%
Fines & Foreits/St Atty.	\$475,000	\$191,714	40.36%	\$240,918	48.18%
Building and Zoning	\$59,500	\$22,032	37.03%	\$26,527	48.23%
Interest Income	\$30,000	\$18,437	61.46%	\$8,551	28.50%
Health Insurance - Empl. Ded.	\$1,250,141	\$550,633	44.05%	\$553,646	49.68%
1/4 Cent Sales Tax	\$2,698,000	\$1,379,893	51.15%	\$1,342,808	52.15%
County Real Estate Transf Tax	\$396,420	\$146,649	36.99%	\$157,022	62.81%
Correction Dept. Board & Care	\$766,500	\$257,040	33.53%	\$389,720	43.30%
Sheriff Fees	\$355,000	\$122,355	34.47%	\$166,838	29.02%
<b>TOTALS</b>	<b>\$11,410,513</b>	<b>\$5,123,850</b>	<b>44.90%</b>	<b>\$5,685,415</b>	<b>50.13%</b>
<b>Public Safety Sales Tax</b>	<b>\$4,800,000</b>	<b>\$2,419,462</b>	<b>50.41%</b>	<b>\$2,369,609</b>	<b>55.11%</b>
<b>Transportation Sales Tax</b>	<b>\$4,300,000</b>	<b>\$2,419,462</b>	<b>56.27%</b>	<b>\$2,369,609</b>	<b>55.11%</b>

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

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

Treasurer, Jill Ferko stated that the 6 month report will be filed with the Clerk's Office. Ms. Ferko thanked the Sheriff's Office for their presence during the collection of the first installment of taxes. They are working on a second distribution.

#### State's Attorney

State's Attorney Eric Weis did not have anything new to report.

#### Coroner

#### Statistics:

2016 Statistics

Stats for Same Period in 2015

Difference

2016 Total Deaths.....	132	Total Deaths.....	131	1%
Autopsies to Date.....	8	Autopsies....	11	
Toxicology Samples.	13	Toxicology Samples..	14	
Cremation Permits....	75	Cremation Permits...	77	-3%

- Deputy Coroner Jacquie Purcell provided a presentation for Operation Impact at Oswego High School on May 4, 2016.
- Deputy Coroner Jacquie Purcell provided a presentation for Operation Impact at Yorkville High School on May 13, 2016.

**Supervisor of Assessments**

Supervisor of Assessments Andy Nicoletti informed the board that the disabled veteran exemption renewal notices have gone out. They have 387 who qualify for disabled person, 250 that qualify for disabled vet and of the 250; 157 are 70% or greater so they are not being taxed.

**STANDING COMMITTEE REPORTS**

**Planning, Building & Zoning**

**Petition 16-09**

Member Gryder made a motion to approve Petition 16-09 by Joe Gomoll for a Special Use located at 10151 Lisbon Road in Fox Township for the production and sale of sweet cider, hard cider, wine, jams, wine jams, jellies, pies, pickles, honey, sauces and similar items utilizing crops grown on the same property or in combination with crops grown off-site where such production takes place on the premises as well as the sales of ancillary items and products related to crops and products produced on site. Member Davidson seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 16-08 is available in the office of the County Clerk.

**Variance to Section 403.a and Section 403.d Stormwater Management Ordinance**

Member Gryder made a motion to approve a variance to Section 403.a – Hydraulically Equivalent Compensatory Storage (above and below 10 year flood elevation) and Section 403.d – Compensatory Storage Adjacent to the Development, of Article IV of the Kendall County Stormwater Management Ordinance for Fox Metro Water Reclamation District for the property located at 682 State Route 31 in Oswego Township and the property located on the west side of Orchard Road, approximately 0.25 miles south of US Route 34, in Bristol Township. Member Koukol seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Purcell who voted nay. **Motion carried 9-1.**

A complete copy of Ordinance 16-09 is available in the office of the County Clerk.

**Public Safety**

**Intergovernmental Housing Agreement with Kane County**

Member Prochaska made a motion to approve the Intergovernmental Housing Agreement between Kane County and Kendall County for the Housing of Prisoners. Member Davidson 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 IGAM16-27 is available in the office of the County Clerk.

**Administration/HR**

**Prevailing Wage Ordinance**

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

**ORDINANCE NUMBER 16-10**

**KENDALL COUNTY  
PREVAILING WAGE ORDINANCE**

Whereas, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, as amended, being Chapter 820 ILCS 130/1-12, Illinois Compiled Statutes; and

Whereas, the aforesaid Act requires that the County of Kendall, Illinois investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality, as defined by the Act, of Kendall County employed in performing construction of public works, for said Kendall County, Illinois; and

NOW, THEREFORE, BE IT ORDAINED BY THE KENDALL COUNTY BOARD, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

#### SECTION 1

To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works" approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the County of Kendall, Illinois is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Kendall County area as most recently determined and published by the Department of Labor of the State of Illinois as of July 2015, a copy of the determined prevailing wage being attached hereto as Exhibit "A" and incorporated herein by reference. The County Board may consider and approve subsequent updates to the prevailing wage determined and published by the Department of Labor prior to June 2017. The definition of any terms appearing in this Ordinance which area also used in the aforesaid Act shall be the same as in said Act.

#### SECTION 2

Nothing herein shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works of Kendall County, Illinois to the extent required by the aforesaid Act.

#### SECTION 3

The Kendall County Clerk shall publicly post or keep available for inspection by any interested party in the Office of the Kendall County Clerk this determination of such prevailing rate of wage.

#### SECTION 4

The Kendall County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

#### SECTION 5

The Kendall County Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois.

#### SECTION 6

The Kendall County Clerk shall cause notice to be published in a newspaper of general circulation within the area that the determination of prevailing wages has been made. Said notice shall conform substantially to the notice attached hereto. Such publication shall constitute notice that this is the determination of the Kendall County Board and is effective.

PASSES this 21st day of June, 2016.

By: John A. Shaw, County Board Chair

Attest: Debbie Gillette, County Clerk and Recorder

#### **Employee Handbook Revisions**

Member Cullick made a motion to approve the recommended revisions to the Employee Handbook.

County Administrator Jeff Wilkins stated that most of the changes were made to match up with the organizational chart. Members discussed the fact that the State's Attorney's Office has not reviewed the revisions.

Member Cullick withdrew the motion to approve the recommended revisions to the Employee Handbook.

Member Cullick made a motion to send the revisions to the Employee Handbook to the State's Attorney's Office for review and then to have discussion at the Committee of the Whole. Member Davidson seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### **Holiday Schedule**

Member Cullick made a motion to approve the 2017 Holiday Schedule. Member Flowers seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Davidson, Gryder and Purcell. **Motion carried 7-3.**

KENDALL COUNTY  
2017  
HOLIDAY SCHEDULE

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<u>HOLIDAY</u>	<u>OBSERVED</u>
NEW YEAR'S DAY	MONDAY, JANUARY 2, 2017
MARTIN LUTHER KING, JR. DAY	MONDAY, JANUARY 16, 2017
LINCOLN'S BIRTHDAY	MONDAY, FEBRUARY 13, 2017
WASHINGTON'S BIRTHDAY	MONDAY, FEBRUARY 20, 2017
SPRING HOLIDAY	FRIDAY, APRIL 14, 2017
MEMORIAL DAY	MONDAY, MAY 29, 2017
INDEPENDENCE DAY	TUESDAY, JULY 4, 2017
LABOR DAY	MONDAY, SEPTEMBER 4, 2017
COLUMBUS DAY	MONDAY, OCTOBER 9, 2017
VETERAN'S DAY	FRIDAY, NOVEMBER 10, 2017
THANKSGIVING DAY	THURSDAY, NOVEMBER 23, 2017
DAY FOLLOWING THANKSGIVING DAY	FRIDAY, NOVEMBER 24, 2017
CHRISTMAS DAY	MONDAY, DECEMBER 25, 2017

### **Policy for Managing Email Archive**

Member Shaw made a motion to approve the policy for managing email archives. Member Cullick seconded the motion.

Members discussed having the exhibit reviewed by the State's Attorney's Office, since the exhibit is part of the employee handbook.

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

## KENDALL COUNTY, ILLINOIS

### Resolution No. 16-21

#### RESOLUTION APPROVING AMENDED TECHNOLOGY POLICY

WHEREAS, Kendall County, Illinois ("County") is a 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 of Kendall County ("County Board") recognizes that Kendall County employees and County Board members send and receive emails through Kendall County's email server; and



WHEREAS, the County Board further recognizes that a convenience copy of said emails are also retained in the County's journal copy email archive ("archive"), which is managed by the Kendall County Technology Services Department; and

WHEREAS, the County currently has a Technology Policy, which is contained in Chapter VII of the County's Employee Handbook but said policy does not currently address the emails stored in the archive; and

WHEREAS, the Illinois Local Records Commission recently confirmed emails retained in the County's archive are "convenience copies" that are not subject to the retention requirements of the Illinois Local Records Act; and

WHEREAS, as the records contained in the archive are not subject to the retention requirements set forth in the Illinois Local Records Act, the County Board seeks to amend the County's Technology Policy to include provisions governing the management and retention requirements for the emails contained in the archive; and

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

**Section 1.** The recitals set forth above are hereby incorporated by reference.

**Section 2.** The County's current Technology Policy contained in Chapter VII of the County's Employee Handbook is hereby amended and replaced with the Technology Policy ("Amended Technology Policy"), effective immediately. The Amended Technology Policy is attached hereto as **Exhibit A**.

**Section 3.** The County Administrator or his designee shall provide a copy of the Amended Technology Policy to all County Department Heads and Elected Officials within seven (7) calendar days after approval of this Resolution.

**Section 4.** Within seven (7) calendar days after receipt of the Amended Technology Policy, the County Department Heads shall provide a copy of the Amended Technology Policy to each and every employee in their respective departments and shall obtain a signed acknowledgment of receipt of the Amended Technology Policy from each employee for placement in the employee's personnel file.

**Section 5.** Further amendments to the Technology Policy may occur at anytime with a majority vote of the Kendall County Board.

**Section 6.** This Resolution shall be in full force and effect as of the 1st day of July, 2016.

**Approved and adopted by the County Board of Kendall County, Illinois on this 21 day of June, 2016.**

\_\_\_\_\_  
John A. Shaw, Chairman County Board

Attest:

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

**BREAK**

**RECONVENE**

## **Highway**

### **Local Public Agency Amendment for Federal Participation**

Member Koukol made a motion to approve the Public Agency Amendment for Federal Participation related to Eldamain Road construction, providing for an additional \$1 million in Federal Aid funds for construction of Eldamain Road from Menards Distribution Center to Galena Road. 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 IGAM16-28 is available in the office of the County Clerk.

## Facilities

Minutes are in the packet from the June 6, 2016 meeting.

## Finance

### CLAIMS

Member Davidson moved to approve the claims submitted in the amount of \$786,004.27 and Grand Juror claims in the amount of \$700.00. Member Gryder seconded the motion.

**COMBINED CLAIMS:** FCLT MGMT \$98,814.40, B&Z \$312.95, CO CLK & RCDR \$898.62, ELECTION \$165.00, ED SRV REG \$5,900.17, SHRFF \$25,843.53, CRRECTNS \$20,963.19, MERIT \$410.68, EMA \$1,423.80, CRCT CT CLK \$2,019.25, JURY COMM \$1,147.31, CRCT CT JDG \$22,615.82, CRNR \$1,292.71, CMB CRT SRV \$421.45, PUB DFNDR \$2,665.78, ST ATTY \$6,532.15, FRMLND RVW BRD \$248.32, CO TRSR \$953.53, EMPLY HLTH INS \$23,962.19, OFF OF ADMN SRV \$1,550.40, GNRL INS & BNDG \$87.00, CO BRD \$973.96, TECH SRV \$66,638.12, CAP EXPND \$1,300.00, ECON DEV \$62.95, CO HWY \$25,791.24, CO BRDG \$201,164.86, TRNSPRT SALES TX \$15,443.86, HLTH & HMN SRV \$121,727.79, FRST PRSRV \$2,969.83, ELLIS HS \$1,513.70, ELLIS GRNDS \$230.75, ELLIS RDNG LSSNS \$35.05, ELLIS PUB PRGMS \$168.40, ELLIS WDDNGS \$6,169.12, HOOVER \$2,585.70, ENV ED NTRL BEGINNINGS \$250.88, ENV ED LWS OF NTR \$10.92, NTRL AREA VLNTR \$44.54, GRNDS & NTRL RSRCS \$4,299.11, ANML CNTRL \$1,476.24, RCDR DOC STRG \$5,810.92, HIDTA \$12,454.34, CMSRY FND \$5,666.43, CRT SEC FND \$320.00, LAW LBRY \$4,361.11, JUV JSTC CNCL \$304.00, CRT AUTOMA \$1,885.00, PRBTN SRV EXP FND \$4,429.61, GIS \$1,754.00, KAT \$22,690.00, PUB SFTY EXP \$16,094.27, SHRFF FTA FND \$2,095.03, ANML POP CNTRL \$345.00, VAC \$26,427.29, FP BND PRCD \$10,982.00

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

## Labor & Grievance

Member Flowers reviewed the minutes in the packet from the May 19, 2016 meeting.

## Committee of the Whole

Minutes are in the packet from the June 16, 2016 meeting.

### STANDING COMMITTEE MINUTES APPROVAL

Member Prochaska moved to approve all of the Standing Committee Minutes and Reports. Member Davidson 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.

#### VAC

Member Wehrli stated that they purchased a van from the VAC reserve. Mr. Wehrli introduced Chad Lockman and Olivia Laschober from the VAC and thanked them for all that they do for the VAC.

Member Purcell was excused from the meeting at 11:15am.

#### Historic Preservation

Member Wehrli reported that they meet again in July.

#### Board of Health

Member Wehrli reported that they meet on June 21, 2016.

#### 708 Mental Health Board

Member Gilmour informed the board that two members have resigned and they had grant application hearings; will meet again in December.

### CHAIRMAN'S REPORT

#### Appointments

Dan Koukol – Workforce Development Board – 2 year term – Expires September 2018  
Jim Horton – Public Aid Appeals Board – 2 year term – Expires September 2018  
Scott Cherry – Zoning Board of Appeals – 5 year term – Expires July 2021

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

#### **Announcements**

Michele R Evans – 708 Mental Health Board – 4 year term – Expires July 2020

#### **ADJOURNMENT**

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

Approved and submitted this 24th day of June, 2016.

Respectfully submitted by,  
Debbie Gillette,  
Kendall County Clerk

**Memorandum of Understanding between the Kendall County Technology Department, the County of Kendall & Kendall County Health & Human Services regarding use of current space of the Health & Human Services Building for Technology Department space needs dated July 19th, 2016**

This Memorandum of Understanding (“MOU”), entered into by the Kendall County Technology Department (“Technology”), the County of Kendall (County) & Kendall County Health and Human Services (HHS), (jointly referred to as “Parties”), hereby memorializes the understanding between the Parties regarding the use of space designated for HHS to be used on a temporary basis for the housing of a staff member for Technology. The Parties understand and agree to the following:

1. Under this MOU, Technology will use the space currently designated as room number 228 in the Kendall County Health & Human Services Building, located at 811 West John Street, Yorkville, Illinois for housing a staff member from the technology department. Said use will consist of general office space in relation to activities of the Technology Department. This space will be converted from its present use to office space by the County of Kendall.
2. Under the current lease, IGAM 13-28, between the County of Kendall and the Kendall County Health and Human Services, room number 228 was designated as space for HHS.
3. That the Parties agree that the use of room number 228 is for a temporary time period of one year from August 1, 2016 to July 31, 2017 and will revert back to HHS, pursuant to the lease agreement between the County and HHS, IGAM 13-28 unless agreed to in writing by the Parties.
4. That the Parties agree that the temporary use of the space to the Technology does not alter any terms or conditions of the lease agreement between the County and HHS.
5. That the Parties agree that, based on current needs and space requirements, as well as potential build-out costs, this temporary reallocation of space within the Kendall County Health & Human Services building is beneficial to both the County and HHS.

This MOU is effective as of the date it is executed by all parties. Signed and agreed to this 19th day of July, 2016.

Kendall County Chairman,

Kendall County Technology Director,

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John Shaw

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Scott Koeppel

Kendall County Board of Health Chairman,

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Christina Cooper

<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>6/1/16-6/30/16</b>	<b>6/1/15-6/30/15</b>	<b>6/1/14-6/30/14</b>
<b>Line Item</b>	<b>Fund</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>
	County Clerk Fees	\$ 864.50	\$ 840.00	\$ 714.50
	County Clerk Fees - Marriage License	\$ 1,830.00	\$ 1,770.00	\$ 2,040.00
	County Clerk Fees - Civil Union	\$ 30.00	\$ -	\$ -
	County Clerk Fees - Misc	\$ 2,384.00	\$ 2,391.00	\$ 1,695.00
	County Clerk Fees - Recording	\$ 29,626.00	\$ 28,350.00	\$ 25,236.00
01010061205	Total County Clerk Fees	\$ 34,734.50	\$ 33,351.00	\$ 29,685.50
01010001185	County Revenue	\$ 33,885.00	\$ 26,115.00	\$ 31,802.25
38010001320	Doc Storage	\$ 17,442.50	\$ 17,294.00	\$ 15,541.50
51010001320	GIS Mapping	\$ 29,367.00	\$ 29,241.00	\$ 26,354.00
37010001320	GIS Recording	\$ 3,667.00	\$ 3,655.00	\$ 3,294.00
01010001135	Interest	\$ 29.09	\$ 43.74	\$ 22.57
01010061210	Recorder's Misc	\$ 7,169.50	\$ 7,901.45	\$ 4,231.50
81010001320	RHSP/Housing Surcharge	\$ 15,561.00	\$ 15,120.00	\$ 12,861.00
CK # 18059	To KC Treasurer	\$ 141,855.59	\$ 132,721.19	\$ 123,792.32
Death Certificate Surcharge sent from Clerk's office \$1212.00 ck # 18057				
Dom Viol Fund sent from Clerk's office \$310.00 ck 18058				

**COUNTY OF KENDALL, ILLINOIS  
RESOLUTION 2016-\_\_**

**RESOLUTION TO CHANGE THE DAYS AND HOURS OF OPERATION FOR THE COUNTY  
CLERK'S OFFICE & THE HOURS OF OPERATION FOR THE COUNTY RECORDER'S  
OFFICE FOR GENERAL PRIMARY, GENERAL, CONSOLIDATED, AND SPECIAL  
ELECTIONS, EFFECTIVE NOVEMBER 8, 2016**

WHEREAS, the County Board of Kendall County ("County Board") may change the days and hours of operations for the Office of the County Clerk of Kendall County ("County Clerk's Office") pursuant to 55 ILCS 5/3-2007 and may change the hours of operations for the Office of the County Recorder of Kendall County ("County Recorder's Office") pursuant to 55 ILCS 5/3-2016.

WHEREAS, such action by the County Board shall be done by resolution passed at a regular meeting pursuant to 55 ILCS 5/3-2007 and 55 ILCS 5/3-2016.

WHEREAS, the County Clerk's Office is an Election Authority pursuant to 10 ILCS 5/1-3, and, therefore, must remain open for election purposes on election days, pursuant to 55 ILCS 5/3-2007 and 10 ILCS 5/4-50.

WHEREAS, the County Clerk of Kendall County also serves as the County Recorder of Kendall County.

WHEREAS, the date of the 2016 General Election is November 8, 2016, as defined by the Election Code 10 ILCS 5/1-3.

WHEREAS, Public Act 98-1171 was signed into law effective June 1, 2015, requiring Election Authorities to allow Same Day Registration in their offices on Election Day. See 10 ILCS 5/4-50.

WHEREAS, the County Board of Kendall County finds the County Clerk's Office shall be engaged in the duties of Election Authority on November 8, 2016, and all subsequent regular and special election days, as defined by 10 ILCS 5/1-3, (hereinafter referred to as "General Primary, General, Consolidated, and Special Election Days").

WHEREAS, the County Board finds that the County Clerk's Office shall not be able to perform its normal duties of County Clerk while performing election duties on November 8, 2016, and all subsequent General Primary, General, Consolidated, and Special Election Days. Further, as the County Clerk also serves as the County Recorder, the County Recorder's Office shall be limited in its ability to perform its normal duties of County Recorder on November 8, 2016, and all subsequent General Primary, General, Consolidated, and Special Election Days.

NOW BE IT RESOLVED BY THE KENDALL COUNTY BOARD:

That the County Clerk's Office shall be closed on November 8, 2016, and all subsequent General Primary, General, Consolidated, and Special Election Days, for all purposes other than services pertaining to the election day, as defined by the County Clerk & Recorder. Further, the County Recorder's Office will only be open from 8:00 a.m. CST to 11:30 a.m. CST on November 8, 2016, and all subsequent General Primary, General, Consolidated, and Special Election Days. The County Clerk and Recorder will publish and post notice of the service closure and limited hours at least one week prior to the election, or as soon as practical.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2016

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John A. Shaw  
Chairman, Kendall County Board

Attest: \_\_\_\_\_

Debbie Gillette  
Kendall County Clerk & Recorder

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

**Kendall County General Fund**  
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES  
FOR SEVEN MONTHS ENDED 06/30/2016

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2016 YTD Actual</u>	<u>2016 YTD %</u>	<u>2015 YTD Actual</u>	<u>2015 YTD %</u>
Personal Property Repl. Tax	\$406,460	\$229,474	56.46%	\$269,749	72.91%
State Income Tax	\$2,650,000	\$1,560,676	58.89%	\$1,432,467	59.94%
Local Use Tax	\$470,000	\$488,409	103.92%	\$315,057	70.01%
State Sales Tax	\$545,492	\$219,344	40.21%	\$492,787	59.73%
County Clerk Fees	\$358,000	\$190,865	53.31%	\$196,530	54.90%
Circuit Clerk Fees	\$950,000	\$522,940	55.05%	\$480,927	50.62%
Fines & Foreits/St Atty.	\$475,000	\$217,010	45.69%	\$240,918	48.18%
Building and Zoning	\$59,500	\$36,946	62.09%	\$32,865	59.75%
Interest Income	\$30,000	\$21,944	73.15%	\$9,503	31.68%
Health Insurance - Empl. Ded.	\$1,250,141	\$635,867	50.86%	\$639,976	57.43%
1/4 Cent Sales Tax	\$2,698,000	\$1,615,682	59.88%	\$1,571,334	61.02%
County Real Estate Transf Tax	\$396,420	\$195,471	49.31%	\$193,885	77.55%
Correction Dept. Board & Care	\$766,500	\$310,240	40.47%	\$463,180	51.46%
Sheriff Fees	\$355,000	\$146,396	41.24%	\$195,775	34.05%
<b>TOTALS</b>	<b>\$11,410,513</b>	<b>\$6,391,263</b>	<b>56.01%</b>	<b>\$6,534,953</b>	<b>57.62%</b>
<b>Public Safety Sales Tax</b>	<b>\$4,800,000</b>	<b>\$2,824,645</b>	<b>58.85%</b>	<b>\$2,762,223</b>	<b>64.24%</b>
<b>Transportation Sales Tax</b>	<b>\$4,500,000</b>	<b>\$2,824,645</b>	<b>62.77%</b>	<b>\$2,762,223</b>	<b>64.24%</b>

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

EXPENDITURES

All General Fund Offices/Categories

<b>\$28,159,719</b>	<b>\$14,122,372</b>	<b>50.15%</b>	<b>\$14,573,420</b>	<b>54.02%</b>
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# KENDALL COUNTY CORONER

## June 2016 Monthly Report

DATE	CASE NUMBER	TIME	NATURE	POST	TOX	LOCATION
Friday, June 03, 2016	1606133 *	7:10 PM	Natural	N	N	Residence
Saturday, June 04, 2016	1606134 *	1:30 PM	Natural	N	N	Residence
Saturday, June 04, 2016	1606135 *	10:21 PM	Natural	N	N	Residence
Saturday, June 04, 2016	1606136 *	12:24 AM	Natural	N	N	Residence
Tuesday, June 07, 2016	1606137	9:10 AM	Natural	N	N	Assisted Living
Wednesday, June 08, 2016	1606138 *	12:30 AM	Natural	N	N	Residence
Wednesday, June 08, 2016	1606139 *	2:50 AM	Natural	N	N	Residence
Saturday, June 11, 2016	1606140 *	1:00 PM	Suicide	N	Y	State Park
Saturday, June 11, 2016	1606141 *	1:00 PM	Natural	N	N	Residence
Monday, June 13, 2016	1606142 *	10:55 PM	Natural	N	N	Residence
Tuesday, June 14, 2016	1606143 *	4:55 AM	Natural	N	N	Residence
Tuesday, June 14, 2016	1606144 *	7:50 AM	Natural	N	N	Residence
Tuesday, June 14, 2016	1606145	9:57 AM	Accident	Y	Y	Residence
Saturday, June 18, 2016	1606146 *	7:45 AM	Natural	N	N	Assisted Living
Saturday, June 18, 2016	1606147 *	6:55 PM	Natural	N	N	Residence
Monday, June 20, 2016	1606148 *	5:47 AM	Natural	N	N	Nursing Home
Tuesday, June 21, 2016	1606149	2:00 PM	Natural	N	N	Residence
Wednesday, June 22, 2016	1606150 *	6:58 PM	Natural	N	N	Residence
Thursday, June 23, 2016	1606151 *	12:31 AM	Natural	N	N	Residence
Thursday, June 23, 2016	1606152 *	9:50 PM	Natural	N	N	Residence
Saturday, June 25, 2016	1606153 *	6:58 AM	Natural	N	N	Residence
Saturday, June 25, 2016	1606154 *	7:00 AM	Natural	N	N	Residence
Saturday, June 25, 2016	1606155 *	11:45 PM	Natural	N	N	Residence
Sunday, June 26, 2016	1606156 *	12:26 PM	Natural	N	N	Residence
Monday, June 27, 2016	1606157 *	8:42 AM	Accident	Y	Y	Residence
Wednesday, June 29, 2016	1606158 *	8:05 PM	Natural	N	N	Residence

\* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours 88%

**Statistics:**

FY 2016 Statistics		Stats for Same Period in FY 2015		Difference
2016 Total Deaths.....	158	Total Deaths.....	153	3%
Autopsies to Date.....	10	Autopsies....	13	
Toxicology Samples.	16	Toxicology Samples..	17	
Cremation Permits....	88	Cremation Permits...	93	-5%

**Coroner's Office Personnel Update:**

No Report.

**KENDALL COUNTY  
PLANNING, BUILDING & ZONING COMMITTEE**  
*Kendall County Office Building*  
*Rooms 209 & 210*  
*111 W. Fox Street, Yorkville, Illinois*  
**6:30 p.m.**  
**Meeting Minutes of July 11, 2016**

**CALL TO ORDER**

The meeting was called to order by Vice Chair Judy Gilmour at 6:30 p.m.

**ROLL CALL**

Committee Members Present: Lynn Cullick, Chairman Scott Gryder (Arrived at 6:50pm), Jeff Wehrli, Judy Gilmour, and Bob Davidson (Arrived at 6:40pm)

Committee Members Absent: None

Also present: County Board Member Matt Prochaska; Amaal Tokars, Executive Director Health and Human Services; John Sterrett, Senior Planner; Jeff Wilkins, County Administrator; Attorney Dan Kramer; Ron Walker; Dave Walker; Attorney Gregg Ingemunson; Tom Schnabel, Jr.; Vicky Schnabel; Jessica Gabel Frieders; Lori Daniels; Ken Daniels; and Rick Munson.

**APPROVAL OF AGENDA**

Ms. Cullick made a motion, seconded by Mr. Wehrli, to approve the agenda as written. With a voice vote of all ayes, the motion carried.

**APPROVAL OF MINUTES**

Mr. Wehrli made a motion, seconded by Ms. Cullick, to approve the minutes from June 13, 2016. With a voice vote of all ayes, the motion carried.

**EXPENDITURE REPORT**

The Committee reviewed the claims listing. Ms. Cullick made a motion, seconded by Mr. Wehrli, to forward the claims to the Finance Committee in the amount of \$2,301.87. With a voice vote of all ayes, the motion carried.

**PUBLIC COMMENT**

Attorney Gregg Ingemunson, representing the property owners who live across the street from the subject property in Petition 16-10 spoke in opposition to Petition 16-10 for a banquet facility as a special use in the A-1 Agricultural District. Mr. Ingemunson stated there are factors that courts review for special uses and believes Petition 16-10 does not meet these factors. Mr. Ingemunson stated that the hearing officer provided an unfavorable recommendation on the petition.

Ron Walker, one of the petitioners for Petition 16-10, stated that the proposed use on the property cannot operate for more than 60 days during a year per Health Department codes. Mr. Walker explained their intent to maintain and create a venue location for farm type weddings and the positive impact of the use. Mr. Walker explained his preparation with putting the special use application together. Mr. Walker spoke of other venues similar to the proposed use.

Tom Schnabel, Jr. of 9092 Ashley Road stated that previously approved wedding reception venues consisted of the operator of the venue living on the property. Mr. Schnabel stated that the proposed use in Petition 16-10 is a high impact use and there is concern regarding the amount of parking, the noise, and the multiple events taking place in one day. Mr. Schnabel asked for an unfavorable recommendation.

Vicky Schnabel of 9092 Ashley Road stated she is against Petition 16-10. Ms. Schnabel stated that it is undesirable to live across from the proposed use in Petition 16-10 and believes the character of the area will change and have a negative impact on the properties. The noise level is of concern as well as the traffic generated from the proposed use. The headlights leaving the property are of concern as well. Ms. Schnabel is concerned with the horseshoe drive located on her property being used by patrons. Ms. Schnabel asked the Committee to deny Petition 16-10.

Jessica Gabel Frieders stated that she lives on property that abuts the subject property in Petition 16-10. Ms. Frieders stated concerns with traffic generated from the proposed use on the negative impacts it may have on the surrounding farming community.

Dave Walker, one of the petitioners for Petition 16-10, stated that they understood the need for receiving approval and understood that residents lived directly across the street from the subject property. Mr. Walker described improvements that will be taking place on the buildings to repair them. Mr. Walker stated that there is a demand for having outdoor weddings on farm properties.

Lori Daniels of 9111 Ashley Road is the current owner of the subject property in Petition 16-10. Ms. Daniels was under the assumption that the County and surrounding property owners would be glad to see the property and its buildings preserved and maintained.

Ken Daniels of 9111 Ashley Road commented that Petition 16-10 is similar to other banquet facilities that have been approved previously by the County. Mr. Daniels explained the history of the property and the historic significance.

Rick Munson of 8647 Walker Road is concerned with the receptions taking place as part of the proposed special use in Petition 16-10. The noise associated with the proposed use and the duration of the events is of concern.

## **PETITIONS**

### **16-10 Whitetail Ridge LLC**

**Request:** Special Use

**Location:** 9111 Ashley Road in Kendall Township

Mr. Sterrett summarized the zoning request, which is a request from Whitetail Ridge LLC for an A-1 Special Use to operate a banquet facility at 9111 Ashley Road in Kendall Township. This type of use is permitted as a special use on an A-1 property with certain conditions that must be met. Those conditions include the following:

- a. The facility shall have direct access to a road designated as an arterial roadway or major collector road as identified in the Land Resource Management Plan.
- b. The subject parcel must be a minimum of 5 acres.

- c. The use of this property shall be in compliance with all applicable ordinances. The banquet facility shall conform to the regulations of the Kendall County Health Department and the Kendall County Liquor Control Ordinance. (Ord. 99-34)
- d. Off-street parking, lighting and landscaping shall be provided in accordance with the provisions of Section 11 of the zoning ordinance.
- e. All signage shall comply with the provisions of Section 12 of the Kendall County Zoning Ordinance.
- f. Retail sales are permitted as long as the retail sales will be ancillary to the main operation.
- g. The noise regulations are as follows:

Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

**EXEMPTION:** Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

The petitioners have indicated that the property will be used primarily for weddings but that other events may take place including bridal and baby showers. It is anticipated that 40-50 weddings will occur from Mid-April to Mid November on Fridays, Saturdays, and some Sundays from 3:00pm to 12:00am. Food and beverage will be catered by Whitetail Ridge Golf Club. No alcohol sales will take place on the property and no liquor license will be sought.

Several existing structure are located on the property. The large rounded roof barn will be used for dining service and dancing with an outside ceremony area located in the northwest corner of the property. The smaller wood framed barn will be an alternate site for ceremonies. Rest rooms and food prep will take place in the steel barn to the south. The current owners of the property will reside in the two-story framed house until a new residence can be found. A portion of the downstairs of the house will be used as a bridal room and an office to meet with clients. The petitioner is proposing one (1) directional sign for each of the two (2) access points. These signs are exempt from requirements of Section 12 of the Zoning Ordinance except for the maximum square footage of six (6) feet and maximum height of two and one-half (2.5) feet. The petitioner has indicated that an existing silo may be used for signage along Ashley Road. This would be considered a wall sign and may not exceed thirty-two (32) square feet in size. A proposed free-

standing sign is identified on the site plan. If the petitioner chooses to install a free-standing sign rather than a wall sign, the maximum size may not exceed (32) square feet and may not exceed eight (8) feet in height from surrounding grade to the tallest point of the sign. Only one sign, however, is permitted on the property, excluding directional signage.

Mr. Sterrett stated that the petition received a favorable recommendation from the ZPAC Committee on May 3, 2016. The Plan Commission for the City of Yorkville had no objections to the petition when it was reviewed on May 11, 2016. The City of Yorkville's City Council had no objections to the petition when it was reviewed on May 24, 2016.

Mr. Sterrett explained that the Regional Plan Commission initially discussed the petition on May 25, 2016 and continued the matter to allow the Kendall County Township Board an opportunity to provide comments. During the RPC meeting, there were several concerns raised from nearby property owners regarding the negative impacts from the proposed use. The Kendall Township Board voted 3-2 on June 21, 2016 to recommend approval of the petition with the following recommended conditions attached to the approval:

1. Installation of evergreen trees north of the buildings
2. Construction of a berm along Ashley Road
3. Strict enforcement of hours of operation
4. Provide adequate lighting

The Regional Plan Commission reviewed the petition again on June 22, 2016 and heard concerns from nearby residents regarding potential negative impacts from the proposed use including, noise, traffic, consumption of alcohol, and the incompatibility of the use in an agricultural area. A motion was made to recommend approval of the petition with the inclusion of staff's conditions as well as including the right-to-farm clause in the ordinance and prohibiting music from being played outside, with the exception of processional and recessional music for wedding ceremonies, and incorporating the conditions recommended from the Township. The motion failed 0-6 and the petition received an unfavorable recommendation from the Plan Commission citing concerns of the potential negative impacts this use will have on surrounding properties.

During the public hearing on July 7, 2016, there were several concerns raised from nearby residents regarding the proposed use. Mr. Sterrett explained that the Hearing Officer gave an unfavorable recommendation and that with this recommendation the following Findings of Fact were made by the Hearing Officer:

*That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. **The petitioner's proposed use of the property will have a detrimental effect on the nearby property owners. The surrounding properties are rural in nature and as such the proposed use of the property is commercial. The scope of the operation compared to other petitions approved by the County is much larger and would not coexist with the surrounding properties. This will have a negative impact on the quality of life for the property owners in the surrounding area.***

*That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of*

*property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. **The petitioner's overtures to build a berm and install evergreen trees as well as keeping the open area undeveloped are appreciated. The portion of the property used for the banquet facility, however, is not a sufficient distance from the nearby residences. This will inhibit enjoyment of the surrounding properties. The proposed use will adversely impact the adjacent uses and is not compliant with the surrounding area.***

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **No new access roads or points of ingress and egress are proposed. The petitioner has begun to work with the Health Department to ensure well and septic requirements are met. All food will be catered eliminating the need for a commercial kitchen on the property. The additional gravel for parking does not require additional drainage or stormwater infrastructure. The structures that are proposed to be used as part of the banquet use will require a change of occupancy permit for basic life safety requirements. All ADA parking requirements will be provided.***

*That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. **The petitioner has provided a site plan that complies with the requirements for the proposed use including parking.***

*That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **This special use is consistent with the LRMP and the agricultural character of the property will remain.***

If approved, staff recommends the following conditions, as well as any recommended conditions from the KCRPC, be placed on the special use:

1. The property shall be developed in substantial compliance with the submitted site
2. A change of occupancy permit shall be secured for all buildings associated with the banquet facility use prior to events occurring on site
3. The maximum number of patrons for events shall be limited to 280, including any vendors working on the property for an event
4. No alcohol shall be sold at retail on the property and all regulations of the Kendall County Liquor Control Ordinance shall be followed
5. Food shall be provided only by licensed caterers
6. A maximum of eight (8) employees
7. All events shall end no later than 12:00am
8. Lighting shall comply with Section 11 02.F.12 of the Zoning Ordinance
9. Parking reserved for ADA accessibility shall be marked and constructed with a hard surface
10. The banquet facility shall conform to the regulations of the Kendall County Health Department
11. Retail sales are permitted provided that the retail sales will be ancillary to the main operation and such sales occur only during an event
12. One (1) sign, either a wall sign or a free-standing sign, shall be permitted on the property and shall comply with the sign requirements of Section 12 of the Kendall County Zoning

Ordinance.

13. Noise regulations are as follows:

Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

**EXEMPTION:** Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

Staff further recommends that the Right-to-Farm Clause be included within the special use ordinance and that all music be kept indoors, with the exception of wedding processional and recessional music, which shall be permitted to occur outside during wedding ceremonies. Staff also recommends that consideration should be given to the recommendations from the Township with respect to the planting of evergreen trees and the construction of a berm along Ashley.

The Committee discussed the reasons for the unfavorable recommendation from the Plan Commission including the differences between this proposed use and other approved banquet facilities, the potential intense use of the property, and the concerns from the surrounding property owners.

Attorney Dan Kramer, representing Whitetail Ridge LLC, presented the petition. Mr. Kramer stated that a banquet facility is permitted as a special use in the A-1 Agricultural District and that while business zoning districts do allow for banquet facilities, these are permitted without any conditions able to be put on by the County. Mr. Kramer has stated that the petitioner is not opposed to any conditions being recommended by the staff and is not opposed to the conditions recommended by the Township. Mr. Kramer stated that there will not be any outdoor receptions and receptions will take place inside. Only wedding ceremonies may occur outside. The hayfield on the southern portion of the property will remain in case there is ever additional parking that is needed for the use. Mr. Kramer stated that it is anticipated the most patrons that will be able to fit in the reception building will be 200. Mr. Kramer stated that the drive on the property will be one way to prevent exiting cars from using the drive to the north near the property across the street. Mr. Kramer stated the noise will not exceed the maximums set in the noise regulations condition with the receptions being kept indoors. Mr. Kramer stated that the petitioners are experienced with their existing operation at Whitetail Ridge subdivision. Mr. Kramer stated that the petitioner's suggested including the Right to Farm Clause within the ordinance to address any

concerns from nearby farm operations about complaints from the proposed use. Mr. Kramer described the other type of banquet facilities and their proximity to residential areas that have been approved by the County Board. The petitioner has suggested that an economic security condition be included in the ordinance that would allow the property owners across the street to obtain an appraisal now before the use begins, submit it to the County, and record a condition that states for the next fifteen years if the property owners sell the property at a price less than what is in the appraisal, then the petitioner will pay the property owners the difference.

The Committee asked Mr. Kramer to address the unfavorable findings of fact that the Hearing Officer had given this petition with his unfavorable recommendation. Mr. Kramer stated that one of the findings found that the use would have a negative impact on surrounding properties but Mr. Kramer believes only one property owner may be affected and disagrees with this finding due to the setback distance from the residence across the street. Mr. Kramer stated he disagrees with the second finding about an economic impact on the surrounding area because no appraisal was given at the hearing and that other development could potentially occur in the area.

Questions were raised regarding the need for the “right-to-farm” clause in the ordinance. Mr. Kramer stated this is to prevent the petitioner from objecting to any agricultural activity in the area that may affect their proposed use. There was some concern from the Committee regarding the previous unfavorable recommendations from the Plan Commission and Hearing Officer as well as the split vote from the Township. Mr. Sterrett explained the requirements for a special use permit and that the County Board has the ability to put conditions on a special use that they see necessary to ensure the special use meets the requirements of the County’s requirements. Mr. Wilkins asked the petitioner if they would be willing to lower the maximum amount of patrons permitted on site from 280 to 200 based on information presented. Mr. Walker stated that the building may be able to accommodate between 200 and 225 patrons and is comfortable with limiting the amount to 225. The petitioner is also comfortable with adding a condition restricting any outdoor music occurring on the property during a reception. The recommendations from the Township constructing a berm along Ashley Road and installing evergreen trees is also a condition the petitioner is fine with. The proposed sign on the property will be non-illuminated, per the petitioner. Mr. Sterrett explained that special uses run with the land unless otherwise stated in the specific ordinance.

Mr. Wehrli made a motion, seconded by Ms. Cullick, to recommend approval of the petition with the following conditions:

1. The property shall be developed in substantial compliance with the submitted site plan
2. A change of occupancy permit shall be secured for all buildings associated with the banquet facility use prior to events occurring on site
3. The maximum number of patrons for events shall be limited to 225, including any vendors working on the property for an event
4. No alcohol shall be sold at retail on the property and all regulations of the Kendall County Liquor Control Ordinance shall be followed
5. Food shall be provided only by licensed caterers
6. A maximum of eight (8) employees
7. All events shall end no later than 12:00am
8. Lighting shall comply with Section 11 02.F.12 of the Zoning Ordinance



9. Parking reserved for ADA accessibility shall be marked and constructed with a hard surface
10. The banquet facility shall conform to the regulations of the Kendall County Health Department
11. Events consisting of twenty-five (25) patrons or more are permitted to occur not more than sixty (60) days during a calendar year.
12. Retail sales are permitted provided that the retail sales will be ancillary to the main operation and such sales occur only during an event
13. One (1) non-illuminated sign, either a wall sign or a free-standing sign, shall be permitted on the property and shall comply with the sign requirements of Section 12 of the Kendall County Zoning Ordinance.
14. No music shall occur outside the confines of any structure on the property with the exception of processional and recessional music for a wedding ceremony.
15. The petitioner, and its successors, heirs, and assigns of the property, acknowledge Kendall County's "Right to Farm Clause" which states that Kendall County has a long, rich tradition in agriculture and respects the role that farming continues to play in shaping the economic viability of the county. Property that supports this industry is indicated by A-1 Agricultural zoning. The petitioner, and its successors, heirs, and assigns of the property, acknowledge that they are aware that normal agricultural practices may result in smells, dust, sights, noise, and unique hours of operations that are not typical in other zoning areas.
16. Evergreen trees shall be installed north of the buildings
17. A berm shall be constructed along Ashley Road
18. Economic protection be provided for the property across the street by way of an appraisal of the property across the street guaranteeing that the future sale price of the property across the street will be no less than the amount in the appraisal.
19. Noise regulations are as follows:

Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

**Exemption:** Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

The Committee asked if the property owners across the street were comfortable with any of the added conditions being placed on the proposed special use. Attorney Ingemunson stated that there is no way the property owners can agree to this type of use given the intense nature of the

use even with the added conditions and that no matter what conditions are placed on the ordinance the use will still have an impact on their property because of the frequency of events, the noise, quality of life, and the value of the property. Mr. Kramer stated that because of Health Department limitations, there will be no more than 60 days in a calendar year where there are 25 people or more where the property is being used for events. Dr. Tokars of the Health Department explained that when a use has more than 60 events consisting of 25 people or more on the property in a calendar year, it qualifies for the non-community well program.

Ms. Schnabel stated the added conditions will still not address the added traffic on Ashley Road or the noise from the property and still feels the use is going to have a detrimental impact on weekends between April and November.

Dave Walker stated that there are 300 days where there will be no events taking place on the property and that on days when there are a receptions taking place everyone will be out of the property by midnight.

Mr. Gryder asked for a roll call on the motion made. Jeff Wehrli – Aye; Lynn Cullick – Aye; Bob Davidson – Aye; Scott Gryder – Aye; Judy Gilmour – No.

The petition will be on the County Board agenda for Tuesday, July 19, 2016 at 9:00am.

### **NEW BUSINESS**

None

### **OLD BUSINESS**

#### **Update – Ordinance review with Health Department (water supply, on-site wastewater treatment, food protection)**

Staff from the Health Department and the PBZ Department have been meeting to discuss proposed changes to the Health Department’s ordinances regarding water supply, on-site wastewater treatment, and food protection. Dr. Tokars went over the changes made in the ordinances and that the State’s Attorney is currently reviewing the ordinances. Once the review is done, the ordinances then go to the State for review. Following the State review, the ordinances go to the County Board for action. This is an opportunity for the PBZ Committee to begin reviewing the changes ahead of action taken by the County Board. The Committee reviewed the hearing appeals process. The Committee will continue the review of the ordinances and discuss the topic again at a future date once the State’s Attorney and Stat of Illinois has completed reviewing the ordinances.

### **UPDATE ON HISTORIC PRESERVATION**

Mr. Sterrett stated the Committee will meet next week and will have an election of officers.

### **UPDATE ON CMAP LAND USE COMMITTEE MEETING**

Mr. Wilkins provided an update on the dues and membership for CMAP.

**PROJECT STATUS REPORT** - The Committee reviewed the project status report.

**PERMIT REPORT**-The Committee reviewed the permit report.

**VIOLATION REPORT**-None

**REVENUE REPORT**-The committee reviewed the revenue report.

**CORRESPONDENCE** – None

**EXECUTIVE SESSION** - None

**PUBLIC COMMENT**

None

**ADJOURNMENT**

Ms. Cullick made a motion, seconded by Mr. Wehrli, to adjourn the meeting. With a voice vote of all ayes, the motion carried. Chairman Gryder adjourned the meeting at 6:59 p.m.

Respectfully Submitted,  
John H. Sterrett  
Senior Planner

ORDINANCE NUMBER 2016 - \_\_\_\_

GRANTING A SPECIAL USE AT  
**9111 ASHLEY ROAD IN KENDALL TOWNSHIP TO OPERATE A BANQUET HALL**

WHEREAS, Whitetail Ridge Golf Club, LLC, has filed a petition for a Special Use within the A-1 Agricultural Zoning District for a 17.0 acre property located on the west side of Ashley Road, 1.75 miles south of State Route 126, commonly known as 9111 Ashley Road (PIN# 05-22-200-002), in Kendall Township; and

WHEREAS, said property is legally described as:

THE NORTH 985.0 FEET OF THE EAST 751.82 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

WHEREAS, said property is currently zoned A-1 Agricultural; and

WHEREAS, said petition is to obtain a Special Use Permit to operate a banquet hall; and

WHEREAS, the proposed banquet hall meets the requirements set forth in section 7.01 D.10; and

WHEREAS, all special use procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.J of the Zoning Ordinance, and a recommendation by the Special Use Hearing Officer on July 7, 2016; and

WHEREAS, the findings of fact were approved as follows:

*That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The petitioner's proposed use of the property will have a detrimental effect on the nearby property owners. The surrounding properties are rural in nature and as such the proposed use of the property is commercial. The scope of the operation compared to other petitions approved by the County is much larger and would not coexist with the surrounding properties. This will have a negative impact on the quality of life for the property owners in the surrounding area.*

*That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The petitioner's overtures to build a berm and install evergreen trees as well as keeping the open area undeveloped are appreciated. The portion of the property used for the banquet hall, however, is not a sufficient distance from the nearby residences. This will inhibit enjoyment of the surrounding properties. The proposed use will adversely impact the adjacent uses and is not compliant with the surrounding area.*

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. No new access roads or points of ingress and*

egress are proposed. The petitioner has begun to work with the Health Department to ensure well and septic requirements are met. All food will be catered eliminating the need for a commercial kitchen on the property. The additional gravel for parking does not require additional drainage or stormwater infrastructure. The structures that are proposed to be used as part of the banquet use will require a change of occupancy permit for basic life safety requirements. All ADA parking requirements will be provided.

*That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. The petitioner has provided a site plan that complies with the requirements for the proposed use including parking.*

*That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. This special use is consistent with the LRMP and the agricultural character of the property will remain.*

WHEREAS, the Kendall County Board has considered the findings and recommendation of the Special Use Hearing Officer and finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns of the property owner as to the same special use conducted on the property.

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use permit to operate a banquet hall in accordance to the submitted plan included as "Exhibit A" attached hereto and incorporated herein subject to the following conditions:

1. The property shall be developed in substantial compliance with the submitted plan
2. A change of occupancy permit shall be secured for all buildings associated with the banquet hall use prior to events occurring on site
3. The maximum number of patrons for events shall be limited to 225, including any vendors working on the property for an event
4. No alcohol shall be sold at retail on the property and all regulations of the Kendall County Liquor Control Ordinance shall be followed
5. Food shall be provided only by licensed caterers
6. A maximum of eight (8) employees
7. All events shall end no later than 12:00am
8. Lighting shall comply with Section 11 02.F.12 of the Zoning Ordinance
9. Parking reserved for ADA accessibility shall be marked and constructed with a hard surface
10. The banquet hall shall conform to the regulations of the Kendall County Health Department
11. Events consisting of twenty-five (25) patrons or more are permitted to occur not more than sixty (60) days during a calendar year.
12. Retail sales are permitted provided that the retail sales will be ancillary to the main operation and such sales occur only during an event
13. One (1) non-illuminated sign, either a wall sign or a free-standing sign, shall be permitted on the property and shall comply with the sign requirements of Section 12 of the Kendall County Zoning Ordinance.
14. No music shall occur outside the confines of any structure on the property with the exception of processional and recessional music for a wedding ceremony.
15. The petitioner, and its successors, heirs, and assigns of the property, acknowledge Kendall

County's "Right to Farm Clause" which states that Kendall County has a long, rich tradition in agriculture and respects the role that farming continues to play in shaping the economic viability of the county. Property that supports this industry is indicated by A-1 Agricultural zoning. The petitioner, and its successors, heirs, and assigns of the property, acknowledge that they are aware that normal agricultural practices may result in smells, dust, sights, noise, and unique hours of operations that are not typical in other zoning areas.

16. Evergreen trees shall be installed north of the buildings
17. A berm shall be constructed along Ashley Road
18. The petitioner shall submit to the County within sixty (60) days of the approval of this special use ordinance a bond of \$3,000 to ensure the completion of an appraisal of the property located at 9092 Ashley Road. If the property owner at 9092 Ashley Road does not request and complete an appraisal of the property at 9092 Ashley Road within one (1) year of the approval of this special use ordinance, the bond shall be released to the petitioner. If the property located at 9092 Ashley Road is sold within fifteen (15) years of the approval of this special use ordinance at a price less than what is stated in the aforementioned appraisal, the petitioner, and its successors, heirs, and assigns of the property, will financially compensate the property owners of 9092 Ashley Road the difference between the sale price and the appraisal.
19. Noise regulations are as follows:

Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

Exemption: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 19<sup>th</sup> day of July, 2016.

Attest:

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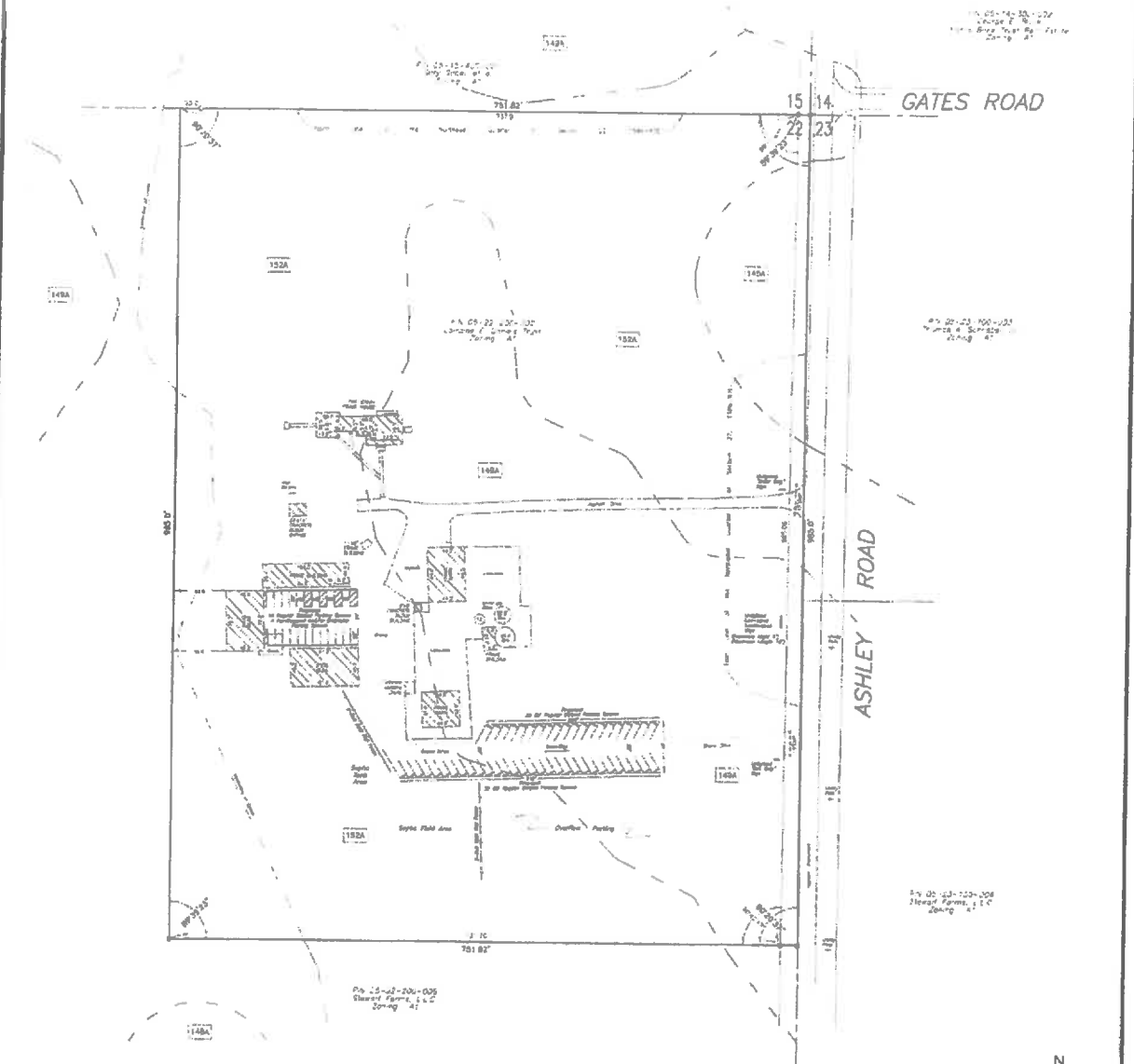
John A. Shaw  
Kendall County Board Chairman

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Debbie Gillette  
Kendall County Clerk

# EXHIBIT "A"

PART OF THE NORTHEAST QUARTER OF SECTION 22, T36N-R7E, 3rd PM  
 KENDALL TOWNSHIP KENDALL COUNTY ILLINOIS



**DEVELOPER:**  
 Whitehall Ridge Golf Club, LLC  
 7871 Clubhouse Drive  
 Yorkville, Illinois 60550

**PROPERTY LOCATION:**  
 Pk. 05-22-250-002  
 8131 Ashley Road  
 Yorkville, Illinois 60560

**AREA TO BE REZONED:**  
 7.0002 Acres  
 (16.8154 Acres Excluding Road)

**PRESENT ZONING:**  
 A-1

**PROPOSED ZONING:**  
 A-1, SU

**LEGAL DESCRIPTION OF TRACT TO BE REZONED:**  
 The North 825.0 feet of the East 781.82 feet of the North half of the Northeast Quarter of Section 22, Township 36 North, Range 7 East of the Third Principal Meridian, Kendall County, Illinois.



Location Map  
 (Not to Scale)

**SCALE**  
 1"=80'

**SOILS (From Web Soil Survey)**

148A	Seymour Silty loam, CR-26 slope
148B	Princeton Silty loam, CR-26 slope
148C	Bremen Silty loam, CR-26 slope
148D	Drummer Silty clay loam, CR-26 slope

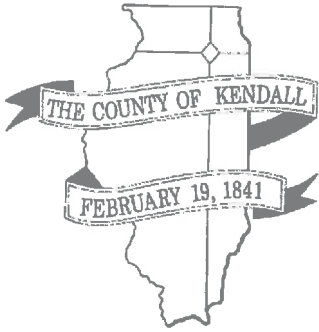
**NOTE:** The Subject property is located in Zone A (Areas determined to be outside the 100-year flood hazard) as shown on FEMA Flood Insurance Rate Map Panel 14-10025C-100 with an effective date of February 4, 2008.

May 13, 2016

<b>JOB NO.</b>	1827
<b>JOB NAME</b>	WACKER
<b>DWG FILE</b>	1827
<b>REVISION DATE</b>	05/13/16

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

1107B South Bridge Street  
 Yorkville, Illinois 60560  
 Telephone (830)553-1580



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## DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

### MEMORANDUM

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To: Kendall County Board  
From: John H. Sterrett  
Date: July 13, 2016  
Re: Petition 16-10 – Special Use Request for a Banquet Hall at 9111 Ashley Road

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#### Background

A special use request has been made by Whitetail Ridge LLC to operate a banquet hall at a 17 acre property zoned as A-1 Agricultural. The property is located at 9111 Ashley Road in Kendall Township and is approximately 1.75 miles south of Route 126. The property is currently being used for residential and agricultural purposes with several existing farm structures on the site.

The Kendall County Zoning Ordinance allows this type of use in the A-1 Agricultural District as a special use with conditions that must be met including that the subject parcel must be a minimum of five (5) acres and that the facility shall have direct access to a road designated as an arterial roadway or major collector road as identified in the Land Resource Management Plan. The proposed site meets both of these requirements.



The existing uses in the vicinity include a residence adjacent to the east of the subject property and agricultural uses on all sides. The zoning within a half-mile is A-1 Agricultural on all sides. The County's Land Resource Management Plan identifies this area as Rural Residential (Max Density 0.65 dwelling units/acre).



## **Business Operation**

Whitetail Ridge has indicated that the property will be used primarily for weddings but that other events may take place including bridal and baby showers. It is anticipated that 40-50 weddings will occur from Mid-April to Mid November on Fridays, Saturdays, and some Sundays from 3:00pm to 12:00am. Per Health Department regulations, no more than 60 days of events consisting of 25 patrons or more may take place on the property during a calendar year otherwise the property will qualify for the non-community well program. Food and beverage will be catered by Whitetail Ridge. No alcohol sales will take place on the property and no liquor license will be sought.

The large rounded roof barn will be used for dining service and dancing with an outside ceremony area located in the northwest corner of the property. The smaller wood framed barn will be an alternate site for ceremonies. Rest rooms and food prep will take place in the steel barn to the south. A portion of the downstairs of the existing house will be used as a bridal room and an office to meet with clients. Substantial improvements will be made to these structures and a Change of Occupancy permit must be approved for each structure. Seventy (70) parking stalls will be provided on the property.

## **Action Summary**

### *ZPAC (5.3.16)*

- The ZPAC committee made a favorable recommendation on the special use request.

### *United City of Yorkville Plan Commission (5.11.16)*

- No objections

### *United City of Yorkville City Council (5.24.16)*

- No objections

### *Kendall County Regional Plan Commission (5.25.16)*

- The Plan Commission continued the matter until the Kendall Township Board had an opportunity to provide comments.

### *Kendall Township (6.21.16)*

- Voted 3-2 to recommend approval with the following conditions:
  - Evergreen trees be planted north of the buildings to provide screening to the property across the street and to serve as a buffer to prevent noise from leaving the property
  - A berm be constructed along Ashley Road to add additional screening and noise prevention onto surrounding properties
  - Adequate lighting be considered
  - Strict enforcement of the hours of operation

### *Kendall County Regional Plan Commission (6.22.16)*

- During the Regional Plan Commission meeting, several concerns were raised from property owners in the surrounding area including those who live across the street from the subject property. These concerns include noise, increased traffic on Ashley Road, alcohol consumption, the frequency and duration of events, the high intensity of the proposed use, and allowing a commercial type use in an agricultural area.
- A motion was made to recommend approval of the special use request and include the conditions recommended by staff, the conditions recommended by the Township, and two

added conditions including a stipulation that no music be permitted outside, with the exception of processional and recessional music during a wedding, as well as the right-to-farm clause be included in the ordinance. This motion failed 0-6. The Plan Commission cited reasons including the use appears to be more commercial in nature, that operator does not live on the property, the noise levels, and the intensity of the use. Although not in attendance, Plan Commissioner Claire Wilson submitted comments echoing those of the Plan Commissioners present at the meeting with an emphasis on the noise.

*Special Use Hearing Officer (7.7.16)*

- The Hearing Officer heard several of the same concerns from property owners in the surrounding area including those who live across the street from the subject property that the Plan Commission had heard including noise, increased traffic on Ashley Road, alcohol consumption, the frequency and duration of events, the high intensity of the proposed use, and allowing a commercial type use in an agricultural area.
- The Hearing Officer gave an unfavorable recommendation and provide the following Findings of Fact with his recommendation:

*That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. **The petitioner's proposed use of the property will have a detrimental effect on the nearby property owners. The surrounding properties are rural in nature and as such the proposed use of the property is commercial. The scope of the operation compared to other petitions approved by the County is much larger and would not coexist with the surrounding properties. This will have a negative impact on the quality of life for the property owners in the surrounding area.***

*That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. **The petitioner's overtures to build a berm and install evergreen trees as well as keeping the open area undeveloped are appreciated. The portion of the property used for the banquet facility, however, is not a sufficient distance from the nearby residences. This will inhibit enjoyment of the surrounding properties. The proposed use will adversely impact the adjacent uses and is not compliant with the surrounding area.***

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **No new access roads or points of ingress and egress are proposed. The petitioner has begun to work with the Health Department to ensure well and septic requirements are met. All food will be catered eliminating the need for a commercial kitchen on the property. The additional gravel for parking does not require additional drainage or stormwater infrastructure. The structures that are proposed to be used as part of the banquet use will require a change of occupancy permit for basic life safety requirements. All ADA parking requirements will be provided.***

*That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. **The petitioner has provided a site plan that complies with the requirements for the proposed use including parking.***

*That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **This special use is consistent with the LRMP and***

**the agricultural character of the property will remain.**

*PBZ Committee (7.7.16)*

- The PBZ Committee heard several of the same concerns from property owners in the surrounding area including those who live across the street from the subject property that the Plan Commission had heard including noise, increased traffic on Ashley Road, alcohol consumption, the frequency and duration of events, the high intensity of the proposed use, and allowing a commercial type use in an agricultural area.
- The PBZ Committee recommended that additional conditions be placed on the proposed special use to mitigate potential impacts it may have on the surrounding area. A motion to recommend approval of the special use request was passed by a 4-1 vote. The conditions recommended by the PBZ Committee are as follows:
  1. The property shall be developed in substantial compliance with the submitted site plan
  2. A change of occupancy permit shall be secured for all buildings associated with the banquet hall use prior to events occurring on site
  3. The maximum number of patrons for events shall be limited to 225, including any vendors working on the property for an event
  4. No alcohol shall be sold at retail on the property and all regulations of the Kendall County Liquor Control Ordinance shall be followed
  5. Food shall be provided only by licensed caterers
  6. A maximum of eight (8) employees
  7. All events shall end no later than 12:00am
  8. Lighting shall comply with Section 11 02.F.12 of the Zoning Ordinance
  9. Parking reserved for ADA accessibility shall be marked and constructed with a hard surface
  10. The banquet hall shall conform to the regulations of the Kendall County Health Department
  11. Events consisting of twenty-five (25) patrons or more are permitted to occur not more than sixty (60) days during a calendar year.
  12. Retail sales are permitted provided that the retail sales will be ancillary to the main operation and such sales occur only during an event
  13. One (1) non-illuminated sign, either a wall sign or a free-standing sign, shall be permitted on the property and shall comply with the sign requirements of Section 12 of the Kendall County Zoning Ordinance.
  14. No music shall occur outside the confines of any structure on the property with the exception of processional and recessional music for a wedding ceremony.
  15. The petitioner, and its successors, heirs, and assigns of the property, acknowledge Kendall County's "Right to Farm Clause" which states that Kendall County has a long, rich tradition in agriculture and respects the role that farming continues to play in shaping the economic viability of the county. Property that supports this industry is indicated by A-1 Agricultural zoning. The petitioner, and its successors, heirs, and assigns of the property, acknowledge that they are aware that normal agricultural practices may result in smells, dust, sights, noise, and unique hours of operations that are not typical in other zoning areas.
  16. Evergreen trees shall be installed north of the buildings
  17. A berm shall be constructed along Ashley Road
  18. The petitioner shall submit to the County within sixty (60) days of the approval of this special

use ordinance a bond of \$3,000 to ensure the completion of an appraisal of the property located at 9092 Ashley Road. If the property owner at 9092 Ashley Road does not request and complete an appraisal of the property at 9092 Ashley Road within one (1) year of the approval of this special use ordinance, the bond shall be released to the petitioner. If the property located at 9092 Ashley Road is sold within fifteen (15) years of the approval of this special use ordinance at a price less than what is stated in the aforementioned appraisal, the petitioner, and its successors, heirs, and assigns of the property, will financially compensate the property owners of 9092 Ashley Road the difference between the sale price and the appraisal.

19. Noise regulations are as follows:

**Day Hours:** No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

**Night Hours:** No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

**Exemption: Powered Equipment:** Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

**Special Use Ordinance**

Staff has incorporated these conditions recommended by the PBZ Committee into the attached special use ordinance.

JHS

**COUNTY OF KENDALL, ILLINOIS**  
**ADMINISTRATION HUMAN RESOURCES COMMITTEE**  
**Meeting Minutes**  
**Thursday, July 7, 2016**

**CALL TO ORDER**

The meeting was called to order by Admin HR Vice Committee Chair John A. Shaw at 9:02a.m.

**ROLL CALL**

Committee Members Present: Dan Koukol - here, Judy Gilmour – here, John A. Shaw - yes

*Member Cullick entered the meeting at 9:05a.m. and Member Purcell entered the meeting at 9:09a.m.*

Others present: Glenn Campos, Scott Koeppel, Jeff Wilkins

**APPROVAL OF AGENDA:** Member Koukol made a motion to approve the agenda, second by Member Gilmour. **With all in agreement, the motion carried.**

**APPROVAL OF MINUTES:** Member Gilmour made a motion to approve the June 28, 2016 meeting minutes, second by Member Koukol. **With all in agreement, the motion carried.**

**MONTHLY REPORTS**

- a. **Department Heads and Elected** – Scott Koeppel reported Technology continues working with the New World upgrade project in the Sheriff’s Office, and hope to go live in August. The county, Yorkville and Oswego are experiencing issues. They will meet tomorrow to about the procedure to go live, and will meet with New World to review the issues and determine a repair schedule.

Mr. Koeppel is meeting with Judge McCann and others today regarding connection with DeKalb County to enable arraignments, court proceedings and bond calls to save money on transportation of inmates and to save time for all involved. Mr. Koeppel will continue to update the committee.

Technology continues working on quotes for the internet connection between County Office Building and Sheriff’s Office/Public Safety Center to speed up connections in the County Office Building. They have received a few quotes under budget, and Mr. Koeppel will bring the bid to the next Admin HR meeting on July 26, 2016.

Mr. Koeppel, Jim Smiley and Joe Gillespie had the walkthrough of the Public Safety Center and Courthouse security project with several of the bidders present. All bids will go to Dewberry and everyone will get the same list of questions and answers. Bids are due by July 22, 2016.

Mr. Koeppel met with AT & T to get the internet connection up and running. The county will be the first customers in the area to have this type of internet connection.

**b. County Administrator**

1. *CMAP* - Jeff Wilkins reported on a memo received from CMAP regarding their funding and need to raise a local match that the state is no longer providing. The local match would be one-third from counties, one-third from municipalities, and one-third from service agencies. In the past the fees were voluntary in previous years, but CMAP is now stated that due to the state budget crisis, the fees are now mandatory.

The County would owe \$17,822 in fiscal year 2017; and there will be a base amount the in FY2018 to \$25,000 and then a per capita component also. Mr. Wilkins said this amount would need to be added in FY2017. Jeff Wilkins will check with the Kane Kendall Council of Mayors to see if withdrawal from CMAP would affect any funding from KKCM.

**There was consensus by the committee to delay paying the CMAP dues until the Finance Committee begins the budget process and continues discussion on continuing with CMAP, and when/if to pay these dues.**

2. *Madison Street Property* - Jeff Wilkins received the tax exemption certificate from the Department of Revenue for the Madison Street property. The county is no longer required to pay taxes on that property.
3. *Metra* - Jeff Wilkins will forward minutes to the Board from the Metra Kick-Off meeting for the Metra Extension held in June. The Metra planning staff has determined that the study will take approximately 24-months to complete.
4. *Monthly HR Reports* - Mr. Wilkins also reviewed the monthly HR reports with the committee.

**NEW BUSINESS** - None

**OLD BUSINESS**

- *Employee Appreciation Picnic at Meadowhawk Lodge – Hoover Forest Preserve, September 9* – Member Koukol voiced his concern that the picnic hasn't been well attended in the past few years, and that employees don't seem to show as much interest in attending any longer. Discussion on other options, not having a picnic any longer, and conducting a survey of employees. **The committee asked Jeff Wilkins to send an email survey to employees to solicit feedback on the popularity of the picnic or other options, prior to the July 26, 2016 meeting.**
- *Wellness Screening anticipated September 28 (September 21 may be option)* - Jeff Wilkins stated they have confirmed with the vendor to conduct the Wellness Screening on September 28, 2016. PPO participants will have no cost, but HMO participants will have to pay a cost. Member Gilmour stated that HMO and PPO members can have an annual physical/wellness screening with their Primary Care Physician at no cost.
- *Organization Chart Discussion* – Item completed, and to be removed from the agenda.

- *Employee Handbook Discussion – item to be discussed at the July 26, 2016 meeting*

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

**ACTION ITEMS FOR COUNTY BOARD - None**

**PUBLIC COMMENT – None**

***Member Shaw left the meeting at 9:55a.m.***

**EXECUTIVE SESSION** – Member Gilmour made a motion to enter into Executive Session for the purpose of collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees (5 ILCS 120/2 (c) 2, second by Member Koukol.

**ROLL CALL:** Member Purcell – yes, Member Koukol – aye, Member Gilmour – yes, Member Cullick – yes. **With four members present voting aye, the committee entered into Executive Session at 9:58a.m.**

Member Gilmour made a motion to return to Open Session, second by Member Koukol. **With four members present voting aye the committee resumed in Open Session at 11:10a.m.**

**ADJOURNMENT** – Member Gilmour moved to adjourn the meeting at 11:11a.m., Member Purcell seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary

## HIGHWAY COMMITTEE MINUTES

**DATE:** July 12, 2016  
**LOCATION:** Kendall County Highway Department  
**MEMBERS PRESENT:** Dan Koukol, Scott Gryder, Jeff Wehrli, Judy Gilmour and Matt Prochaska  
**STAFF PRESENT:** Ginger Gates, Andy Myers, and Fran Klaas  
**ALSO PRESENT:** P.J. Fitzpatrick and Brian Converse

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

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

Motion Prochaska, second Gilmour to approve the Highway Committee meeting minutes from June 14, 2016. Motion carried unanimously.

Brian Converse of Willett Hofmann & Associates made a presentation to the Committee in regard to county bridge inspections. WHA performs bridge inspections for several counties in northern Illinois. They have analyzed all Kendall County bridges and created a permit loading chart that is currently used by the Highway Department. They also will be inspecting all township bridges in Kendall County. They have a well-qualified staff, including several structural engineers that can perform initial inspections and routine inspections, as well as any special feature inspections. Motion Koukol; second Gryder to recommend approval of the 2-year, \$35,550 bridge inspection agreement to the County Board. Motion approved unanimously.

A bid opening was held on Thursday, June 30, 2016 for crack filling various county highways. Low bidder was Corrective Asphalt Materials at a bid price of \$107,251. Motion Gryder; second Prochaska to recommend approval of the low bid to the County Board. Motion approved unanimously.

An intergovernmental agreement between Kendall County and City of Yorkville providing for \$50,000 in Transportation Alternatives Program Funds (KC-TAP) for construction of the Kennedy Road multi-use path was presented to the Committee. Motion Prochaska; second Gryder to recommend approval of the IGA to the County Board. Motion approved unanimously.

A preliminary engineering services agreement between Kendall County and HR Green was presented to the committee in the amount of \$73,356.73. The Agreement covers all preliminary engineering services to replace the Fox Road Bridge, which IDOT has recently downgraded to a 20 Ton load limit. Motion Gryder; second Wehrli to recommend approval of the engineering agreement to the County Board. Klaas discussed the urgent need to replace the bridge, and the specific plan to slide a precast concrete box culvert inside the existing opening of the bridge. HR Green has already performed the field survey and they have also done some preliminary coordination with Army Corps of Engineers and Department of Natural Resources. It appears that the plan to install a new box culvert inside the existing opening will be approved by all



resource agencies. Wehrli asked about the cost of construction for the project. It is unknown at this point, although Klaas estimated that it could cost \$250,000. Motion to recommend approval of the agreement to the County Board was approved unanimously.

P.J. Fitzpatrick provided an update on the progress of preliminary engineering by WBK on the Collins Road Extension. There is a meeting tomorrow with IDOT and KKCOM to kick off this project with those agencies. A federal coordination meeting will likely be scheduled in October, and a formal presentation to the Highway Committee will be scheduled near the end of the calendar year.

Motion Gilmour; second Gryder to forward Highway Department bills for the month of July in the amount of \$207,302.58 to the Finance Committee for approval. Motion to approve bills carried unanimously.

Meeting adjourned at 4:38 P.M.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Francis C. Klaas", written in a cursive style.

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

### **Action Items (Highway)**

1. Agreement with Willett Hofmann & Associates to perform county bridge inspections for 2016 and 2017 at a cost of \$35,550, to be taken from the County Bridge Fund.
2. Bid from Corrective Asphalt Materials in the amount of \$107,251 to provide crack filling on various county highways, using Transportation Sales Tax Funds.
3. IGA between Kendall County and City of Yorkville providing \$50,000 in Transportation Alternative Funds (KC-TAP) for construction of a multi-use path on Kennedy Road.
4. Preliminary Engineering Services Agreement with HR Green for replacement of Fox Road Bridge at a cost of \$73,356.73, using Transportation Sales Tax Funds.

Municipality	<b>LOCAL AGENCY</b>	<b>Preliminary Engineering Services Agreement  For Motor Fuel Tax Funds</b>	<b>CONSULTANT</b>	Name Willett, Hofmann & Associates, Inc.
Township				Address 1000 Essington Road
County Kendall				City Joliet
Section 16-00000-00-BI				State Illinois

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name 2016 & 2017 County Bridge Inspections

Route Various Length \_\_\_\_\_ Mi. \_\_\_\_\_ FT (Structure No. Various )

Termini \_\_\_\_\_

Description:  
The 2016 & 2017 Routine Inspection of County Bridges, Initial Inspections, Underwater Inspections, Channel Cross Sections, Program Manager Duties, and Modeling County Structures in AASHTOWare. Exhibits A, B, C, D, E & F are also made part of this agreement

**Agreement Provisions**

**The Engineer Agrees,**  
**TO PERFORM OR BE RESPONSIBLE FOR THE ENGINEERING SERVICES FOR THE LA, AS DESCRIBED IN THE ATTACHED SPECIAL PROVISIONS WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A".**

~~4. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:~~

- ~~a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans~~
- ~~b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans,~~
- ~~c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.~~
- ~~d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.~~
- ~~e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.~~
- ~~f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.~~
- ~~g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.~~
- ~~h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plate and staking as required.~~

- ~~i.  Assist the LA in the tabulation and interpretation of the contractors' proposals~~
- ~~j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.~~
- ~~k.  Prepare the Project Development Report when required by the DEPARTMENT.~~

- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,  
 TO PAY THE ENGINEER AS COMPENSATION FOR ALL SERVICES PER ATTACHED SPECIAL PROVISIONS WHICH ARE  
 ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A".**

~~1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:~~

- ~~a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.~~
- ~~b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:~~

~~Schedule for Percentages Based on Awarded Contract Cost~~

<del>Awarded Cost</del>	<del>Percentage Fees</del>	<del>(see note)</del>
<del>Under \$50,000</del>	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>

~~Note: Not necessarily a percentage. Could use per diem, cost plus or lump sum.~~

~~2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve "actual cost" being defined as material cost plus payroll, insurance, social security and retirement deductions. Traveling and other out of pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may subcontract all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.~~

~~"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.~~

~~3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:~~

~~a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~

~~b. Upon award of the contract for the Improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~

~~By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~

~~4. That, should the Improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as in paragraph 2 of THE LA AGREES.~~

~~5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.~~

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#### It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

~~2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.~~

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Kendall of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

ATTEST:

By \_\_\_\_\_  
Kendall Clerk

(Seal)

By \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_

Executed by the ENGINEER:

Willett, Hofmann & Associates, Inc.

1000 Essington Road

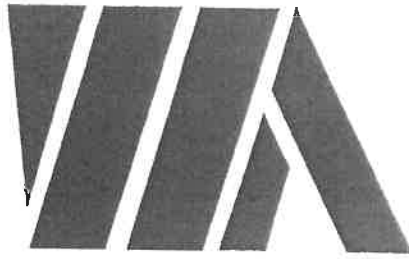
Joliet, IL 60435

ATTEST:

By \_\_\_\_\_  
Thomas W. Houck, A.I.A., P.E., LEED AP<sup>BD+C</sup>  
Title Secretary

By \_\_\_\_\_  
Ronald J. Steenken, P.E., S.E.  
Title President & General Manager

Approved  
\_\_\_\_\_  
Date  
Department of Transportation  
\_\_\_\_\_  
Regional Engineer



**WILLETT HOFMANN**  
**& ASSOCIATES INC**  
ENGINEERING ARCHITECTURE LAND SURVEYING

809 E. 2<sup>nd</sup> Street  
Dixon, IL 61021

April 28, 2016

**EXHIBIT A**  
**Special Provisions**  
**Pages 1-6 of 6**

**Project:** 2016 & 2017 County Bridge Inspections  
**County:** Kendall  
**Section:** 16-00000-00-BI

EXHIBIT A

**Special Provisions:**

**The Engineer Agrees,**

Paragraph 1 of the agreement is/are amended to include the following agreements(s) of the parties:

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed bridge inspections.

2016 - WHA will perform 4 routine bridge inspection and deliver bound and electronic reports for the County bridges. We will also perform the underwater inspection for SN 047-3000, associated report and channel cross sections. WHA will update the permit rating chart. Other services include performing Bridge Program Manager duties and modeling 28 County bridges in AASHTOWare software.

2017 - WHA will perform 14 routine bridge inspections and deliver bound and electronic reports. We will also perform the underwater inspection of SN 047-3081, associated report and channel cross sections. WHA will update the permit rating chart. We will also perform initial bridge inspections for 2 bridges. Other services include performing Bridge Program Manager duties.

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**The LA Agrees,**

Paragraphs 1, 2, 3, 4, & 5 of the agreement is/are amended to include the following agreement(s) of the parties:

1. a.) To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1 above under the ENGINEER AGREES at the hourly rates shown in Exhibit F for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. "Outside expenses" shall include traveling and out-of-pocket expense. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. The personnel classification and rates of pay for the various personnel that may be employed on this improvement shall be within the limits shown in Exhibit F.

The total cost of these services shall **NOT EXCEED \$37,550.00**  
**(See Exhibit B & C)**

The classifications of the employees used in the work should be consistent with the employees' classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

**EXHIBIT A**

2. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the Local Government Prompt Payment Act and the following schedule:
  - a.) Monthly during the course of surveys and preparation of plans, special provisions, proposals and estimate of cost, payments equal to 100% of an amount arrived at as provided in paragraph 1 above but based on the work performed to date. From the partial payments thus computed each month, there shall be deducted all previous partial fee payments made to the ENGINEER.
  - c.) Upon completion of bridge inspections, reports and other work in this contract to the satisfaction of the LA and the DEPARTMENT, 100% of the fee based on the provisions of paragraph 1 above.
3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraph 1 under of these Special Provisions under The Engineer Agrees, and prior to the completion of such services, the LA shall reimburse the ENGINEER as compensation for all services performed up to the time he is notified in writing of such abandonment at the hourly rates stipulated in Exhibit F for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Materials, traveling and other out-of-pocket expense will be reimbursed to the ENGINEER at his actual cost.
4. That, should the LA require changes in the scope of work after it has been approved, the LA will pay the ENGINEER for such changes in accordance with paragraph 1 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate inspection report.
5. To assist the ENGINEER by placing at his disposal all available information pertinent to the site of the project including previous reports and any other data relative to design and construction of the project.
6. To guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this AGREEMENT.



**EXHIBIT A**

**It is Mutually Agreed,**

**Paragraph 2, of the agreement has been amended and paragraphs 5-21 have been added to this Agreement and include the following agreements of the parties.**

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement. Upon such termination, the ENGINEER shall cause to be delivered to the LA all inspection reports and information with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with the terms of the Special Provisions attached.
5. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This document shall be the final embodiment of the Agreement by and between the LA and ENGINEER. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of the LA and ENGINEER.
6. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, County Engineer, 6780 Route 42, Yorkville, Illinois, 60560, fax (630) 553-9583 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of ENGINEER, to: Willett, Hofmann & Associates, Inc., 1000 Essington Road, Joliet, IL. 60435.
7. ENGINEER represents that it is fully qualified to provide the services hereunder provided for in this Agreement. ENGINEER shall perform its services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing in the same locality under similar conditions. ENGINEER shall act professionally and politely to the public and to Kendall County employees and officers at all times.
8. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
9. The County of Kendall and ENGINEER each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**EXHIBIT A**

10. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
11. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to ENGINEER. In the event of a default due to non-appropriation of funds, LA has the right to terminate the Agreement upon providing thirty (30) days written notice to ENGINEER. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
12. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.
13. ENGINEER shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its officials, officers, employees, including their past, present, and future board members, and elected officials from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from or arise out of the negligent, intentional and/or wanton and willful acts or omissions of ENGINEER itself, its agents and its employees under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Kendall County under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove ENGINEER's duty to indemnify, defend, and hold Kendall County harmless, as set forth above.
14. ENGINEER will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder, ENGINEER shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's

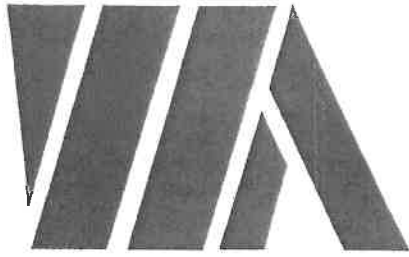
**EXHIBIT A**

comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 per claim/aggregate. Kendall County shall be named as an Additional Insured with respect to the general liability, business auto liability and excess liability insurance and shall be named on a Primary and Non-Contributory basis with respect to the general liability, and business auto liability insurance. Further, the general liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder.

15. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
16. It is understood and agreed that ENGINEER is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. ENGINEER understands and agrees that ENGINEER is solely responsible for paying all wages, benefits and any other compensation due and owing to ENGINEER's officers, employees, and agents for the performance of services set forth in the Agreement. ENGINEER further understands and agrees that ENGINEER is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for ENGINEER's officers, employees and/or agents who perform services as set forth in the Agreement. ENGINEER also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents. ENGINEER hereby agrees to defend with counsel of Kendall County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that ENGINEER, its officers, employees and/or agents may sustain while performing services under the Agreement.
17. ENGINEER, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
18. ENGINEER certifies that ENGINEER, its parent companies, subsidiaries, and/or affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

**EXHIBIT A**

19. "To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties."
20. Engineer hereby waives any claim of lien against subject premises on behalf of Engineer, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Engineer shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
21. Engineer and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.



**WILLETT HOFMANN**  
**& ASSOCIATES INC**  
ENGINEERING ARCHITECTURE LAND SURVEYING

809 E. 2<sup>nd</sup> Street  
Dixon, IL 61021

April 28, 2016

**EXHIBIT B**

**Cost Estimate – 2016 County Bridge Inspection**

**Page 1-1 of 1**

Project: 2016 & 2017 County Bridge Inspections  
County: Kendall  
Section: 16-00000-00-BI

**EXHIBIT B - 2016 BRIDGE INSPECTION COSTS**

Report No.	Agency	County	Route	Location	Structure Name	Status	Inspection Date	Inspection Interval	Inspection Due	Township	Structure Type	Element Insp. Req'd?	Cost Per Structure	Comments
1	Kendall	047-3016	3	GROVE ROAD	AUX SABLE CREEK	1	02-Dec-14	24	2-Dec-16	SEWARD	Slab Bridge	No	\$ 400.00	52' Bridge
2	Kendall	047-3125	3	GROVE RD FAS 1259	AUX SABLE CR BR	1	02-Dec-14	24	2-Dec-16	SEWARD	Box Culvert	No	\$ 350.00	Double Barrel Culvert
3	Kendall	047-3000	3	MILLINGTON RD	FOX RIVER	1	04-Dec-14	24	4-Dec-16	FOX	Steel Girder	No	\$ 2,600.00	451' Bridge (Snooper)
4	Kendall	047-3003	3	FOX RIVER DRIVE	HOLLENBACK CREEK	1	08-Dec-14	24	8-Dec-16	FOX	Steel Stringer	No	\$ 450.00	60' Bridge

**SUB-TOTAL \$ 3,800.00**

INITIAL PROJECT INSPECTION COSTS \$ 2,500.00

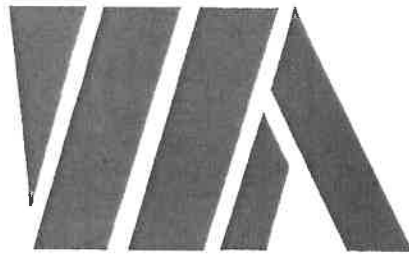
OPERATE BRIDGE INSPECTION COSTS \$ 2,000.00

INITIAL PROJECT INSPECTION COSTS \$ -

OPERATE BRIDGE INSPECTION COSTS \$ 2,000.00

INITIAL PROJECT INSPECTION COSTS \$ 9,000.00

**TOTAL \$ 19,900.00**



**WILLETT HOFMANN**  
**& ASSOCIATES INC**  
ENGINEERING ARCHITECTURE LAND SURVEYING

809 E. 2<sup>nd</sup> Street  
Dixon, IL 61021

April 28, 2016

**EXHIBIT C**

**Cost Estimate – 2017 County Bridge Inspection**

**Page 1-1 of 1**

Project: 2016 & 2017 County Bridge Inspections  
County: Kendall  
Section: 16-00000-00-BI







**WILLETT HOFMANN**  
**& ASSOCIATES INC**  
ENGINEERING ARCHITECTURE LAND SURVEYING

809 E. 2<sup>nd</sup> Street  
Dixon, IL 61021

April 28, 2016

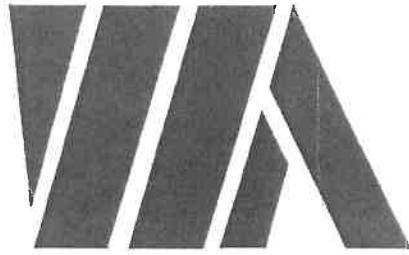
**EXHIBIT D**  
**Inspection List – County Bridges, 2016**  
**Page 1-1 of 1**

Project: 2016 & 2017 County Bridge Inspections  
County: Kendall  
Section: 16-00000-00-BI

# EXHIBIT D - INSPECTION LIST - COUNTY BRIDGES, 2016

Kendall County Bridges									
S/N	COUNTY	BRIDGE NAME	COUNTY	MILEAGE	SPAN	INSPECTION DATES		STATUS	REMARKS
						DATE	DATE		
047-3017	KENDALL	LITTLE ROCK	County	24	24	8/24/2014	8/24/2016		
047-3016	KENDALL	SEWARD	County	24	24	12/2/2014	12/2/2016		
047-3125	KENDALL	SEWARD	County	24	24	12/2/2014	12/2/2016		
047-3000	KENDALL	FOX	County	24	24	12/4/2014	12/4/2016		
047-3003	KENDALL	FOX	County	24	24	12/4/2014	12/4/2016		
			MILLBROOK						

**S.N. 047-3017 - will be performed by County**



**WILLETT HOFMANN**  
**& ASSOCIATES INC**  
ENGINEERING ARCHITECTURE LAND SURVEYING

809 E. 2<sup>nd</sup> Street  
Dixon, IL 61021

April 28, 2016

**EXHIBIT E**  
**Inspection List – County Bridges, 2017**  
**Page 1-1 of 1**

Project: 2016 & 2017 County Bridge Inspections  
County: Kendall  
Section: 16-00000-00-BI

# EXHIBIT F - INSPECTION LIST - COUNTY BRIDGES, 2017

County	Township	Name	County	Inspection Dates		Span Length (ft)	Inspection Status	Inspection Method	Inspection Frequency	Inspection Agency	Inspection Date	Inspection Status	Inspection Method	Inspection Frequency	Inspection Agency	Inspection Date	Inspection Status	Inspection Method	Inspection Frequency	Inspection Agency	
				Start	End																
KENDALL	BRISTOL	LESDON	County	12/7/2015	12/7/2017	24		N	N	N	4/25/2016	N	N	N	4/25/2016	N	N	N	N	N	N
KENDALL	KENDALL	LESDON	County	12/7/2015	12/7/2017	24		N	N	N	4/25/2016	N	N	N	4/25/2016	N	N	N	N	N	N
KENDALL	KENDALL	LITTLE ROCK	County	12/7/2015	12/7/2017	24		N	N	N	4/25/2016	N	N	N	4/25/2016	N	N	N	N	N	N
KENDALL	KENDALL	LESDON	County	12/7/2015	12/7/2017	24		N	N	N	4/25/2016	N	N	N	4/25/2016	N	N	N	N	N	N
KENDALL	SEWARD	LESDON	County	12/7/2015	12/7/2017	24		N	N	N	4/25/2016	N	N	N	4/25/2016	N	N	N	N	N	N
KENDALL	RA-AU-SAY	LESDON	County	12/7/2015	12/7/2017	24		N	N	N	4/25/2016	N	N	N	4/25/2016	N	N	N	N	N	N
KENDALL	RA-AU-SAY	LESDON	County	12/7/2015	12/7/2017	24		N	N	N	4/25/2016	N	N	N	4/25/2016	N	N	N	N	N	N
KENDALL	RA-AU-SAY	LESDON	County	12/7/2015	12/7/2017	24		N	N	N	4/25/2016	N	N	N	4/25/2016	N	N	N	N	N	N
KENDALL	OSWEGO	OSWEGO	County	12/7/2015	12/7/2017	24		N	N	N	4/25/2016	N	N	N	4/25/2016	N	N	N	N	N	N
KENDALL	LITTLE ROCK	OSWEGO	County	12/7/2015	12/7/2017	24		N	N	N	4/25/2016	N	N	N	4/25/2016	N	N	N	N	N	N
KENDALL	FOX	OSWEGO	County	12/7/2015	12/7/2017	24		N	N	N	4/25/2016	N	N	N	4/25/2016	N	N	N	N	N	N
KENDALL	BRISTOL	OSWEGO	County	12/7/2015	12/7/2017	24		N	N	N	4/25/2016	N	N	N	4/25/2016	N	N	N	N	N	N
KENDALL	SEWARD	OSWEGO	County	12/7/2015	12/7/2017	48		N	N	N	4/25/2016	N	N	N	4/25/2016	N	N	N	N	N	N



**WILLETT HOFMANN**  
**& ASSOCIATES INC**  
ENGINEERING ARCHITECTURE LAND SURVEYING

809 E. 2<sup>nd</sup> Street  
Dixon, IL 61021

April 28, 2016

**EXHIBIT F**  
**General Rates for Engineering Services**  
**Page 1-1 of 1**

**Project:** 2016 & 2017 County Bridge Inspections  
**County:** Kendall  
**Section:** 16-00000-00-BI



**WILLETT HOFMANN**  
 & ASSOCIATES INC  
ENGINEERING ARCHITECTURE LAND SURVEYING

**Effective April 3, 2016**  
**EXHIBIT F**  
**GENERAL RATES FOR ENGINEERING SERVICES**  
**(FIELD AND OFFICE)**

<b>CLASSIFICATION OF EMPLOYEE</b>	<b>REGULAR HOURLY RATE</b>		<b>OVERTIME RATE</b>
	<b>From</b>	<b>To</b>	
Principal Engineering Manager	\$135.00	\$205.00	Regular Rate
Engineering Manager	\$115.00	\$177.00	Regular Rate
Civil Engineer IV	\$112.00	\$171.00	Regular Rate
Civil Engineer III	\$91.00	\$159.00	Regular Rate
Civil Engineering Intern II	\$79.00	\$138.00	Regular Rate
Civil Engineering Intern I	\$73.00	\$113.00	Regular Rate
Architect IV	\$115.00	\$180.00	Regular Rate
Architect III	\$106.00	\$165.00	Regular Rate
Architectural Intern II	\$94.00	\$144.00	Regular Rate
Architectural Intern I	\$76.00	\$119.00	Regular Rate
Prof. Land Surveyor Manager	\$94.00	\$147.00	Regular Rate
Prof. Land Surveyor IV	\$82.00	\$126.00	Regular Rate
Prof. Land Surveyor III	\$70.00	\$110.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$61.00	\$98.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$54.00	\$86.00	Regular Rate
Technician IV	\$70.00	\$107.00	1.3 x Regular Rate
Technician III	\$64.00	\$95.00	1.3 x Regular Rate
Technician II	\$54.00	\$86.00	1.3 x Regular Rate
Technician I	\$48.00	\$80.00	1.3 x Regular Rate
Survey Worker Foreman	\$73.00	\$113.00	1.3 x Regular Rate
Survey Worker	\$54.00	\$86.00	1.3 x Regular Rate
Administrative Assistant	\$45.00	\$77.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.

Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period.

**KENDALL COUNTY**

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

***WHEREAS***, bids were received at the County Highway Office on June 30, 2016 on the following listed project:

Crack Filling, Various Routes, the low bid of Corrective Asphalt Materials in the amount of \$107,251.00

***NOW, THEREFORE, BE IT RESOLVED***, that the County Board of Kendall County award the above listed projects to the low bidder 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 July, 2016.

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

(SEAL)

**INTERGOVERNMENTAL AGREEMENT FOR KENDALL COUNTY  
TRANSPORTATION ALTERNATIVES PROGRAM (“KC-TAP”) FUNDING TO THE  
UNITED CITY OF YORKVILLE TO CONSTRUCT A 2.72 MILE MULTI-USE PATH  
ON KENNEDY ROAD FROM ROUTE 47 TO MILL ROAD IN YORKVILLE, ILLINOIS  
(2016)**

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

**WITNESSETH:**

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

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

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

**WHEREAS**, pursuant to the Illinois Highway Code under 605 ILCS 5/9-101 and 605 ILCS 5/4-409, the State, its municipalities and the counties may form cooperative agreements



with each other for the construction, maintenance and improvement of streets, highways and any portions thereof; and

**WHEREAS**, the Illinois Highway Code (605 ILCS 5/1 *et seq.*) and the Illinois Bikeway Act (605 ILCS 30/1 *et seq.*) each encourage the funding and the creation of bicycle paths, multi-use trails and sidewalks along roadways within the State of Illinois; and

**WHEREAS**, on July 17, 2012, the Kendall County Board passed Resolution Number 12-33 entitled “Resolution for the Creation of the Kendall County Transportation Alternatives Program (“KC-TAP”)”, which authorizes Kendall County to provide financial assistance to qualified applicants for the grantee’s construction of multi-use trails and sidewalks in Kendall County, Illinois; and

**WHEREAS**, Grantee submitted an application pursuant to the KC-TAP to raise the necessary funding to build a 2.72 mile multi-use path parallel to Kennedy Road from Route 47 to the existing trail south of Mill Road, within Yorkville, Illinois. Grantee’s construction project is identified in the attached Exhibit A and shall be referred to herein as “the Project”; and

**WHEREAS**, while the Kendall County Board acknowledges that eligible KC-TAP projects must normally be located along a State or County Highway, it has determined that the Project to build a 2.72 mile multi-use path parallel to Kennedy Road will act to promote public safety for the residents of Kendall County on a major Municipal connector road. Further, because of the importance of this special circumstance, the Kendall County Board has determined that it will suspend the KC-TAP limitations on only one award being allowed a Grantee in a year as well as the \$50,000 per year limitation on awards, on account of the Grantee previously being awarded funds regarding an unrelated project during this fiscal year. As such, the Kendall

County Board approved Grantee's KC-TAP application for financial assistance on May 17, 2016; and

**WHEREAS**, the parties wish to enter into this agreement for the benefit of local pedestrians and bicyclists and to provide a safe and efficient pathway for the residents of the United City of Yorkville and Kendall County; and

**WHEREAS**, pursuant to the terms of this agreement, Kendall County will grant money to Grantee to partially fund the building of multi-use trails and/or sidewalks as described in the attached Exhibit A; and

**WHEREAS**, it is the understanding of the parties that at all times, including after completion of the project, Grantee alone will own, construct, maintain, repair and/or replace the subject improvements, and that Kendall County will have no duties to construct, maintain, repair and/or replace the subject improvements at any time in the future.

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

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1;
2. Kendall County's Obligations:
  - a. Kendall County agrees to grant an amount not to exceed fifty thousand dollars (\$50,000.00) in Fiscal Year 2016 (December 1, 2015 to November 30, 2016) to Grantee for the purpose of partially funding construction of the Push for the Path Project as is depicted in Exhibit A;

- b. The final amount of this Grant, which shall not exceed fifty thousand dollars (\$50,000.00), will be determined at the time the Grantee submits its final request for reimbursement for the Project;
- c. The final Grant amount shall not exceed 50% of the funding for said Project. Should the submitted reimbursement request constitute an amount above 50% of the Project's costs, then Kendall County shall, in its sole discretion, choose to reimburse an amount below fifty thousand dollars (\$50,000.00) and equal to 50% of the Project's costs;
- d. Kendall County shall disburse the Grant funds under this agreement within sixty (60) days of the submission of Grantee's final request for reimbursement and the necessary supporting documentation supporting the request;
- e. Kendall County shall have no ownership interest in the Project and/or the subject improvements under this agreement, nor shall it have any obligations beyond the granting and disbursement of KC-TAP grant funds as described herein.

3. Grantee's Obligations:

- a. Grantee understands and agrees that only qualified units of local government within Kendall County who have statutory authority to provide lands or facilities for multi-use trails or sidewalk purposes are eligible for assistance under the KC-TAP program;
- b. Grantee shall use the funds set forth in this Agreement to construct the Project at the locations and pursuant to the specifications as set forth in the attached Exhibit A. Grantee understands and agrees that the funds provided by Kendall County pursuant to this Agreement shall not be used for any other purpose including, but

not limited to, future maintenance of the multi-use trails or sidewalks (e.g., sealing, patching or crack filling). In the event that Grantee uses the funds for an improper purpose, Grantee shall immediately reimburse Kendall County the full amount of funds provided to Grantee under this Agreement;

- c. At all times, the Project, and all of its resulting improvements, shall be the exclusive property of Grantee, who shall exercise complete control, responsibility and ownership of said property. At no time shall Kendall County be deemed to have adopted said Project or its resulting improvements or the responsibility for the ownership, construction, maintenance, care, and demolition of the improvements that are subject to the Project and this Agreement;
- d. Grantee and its consultants, employees, contractors, subcontractors and agents agree to comply with the following state and federal laws and Grantee shall ensure that all of their contracts include provisions incorporating the following:
  - i. The Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.* Grantee agrees to (a) fully comply with all applicable requirements of the Prevailing Wage Act and (b) notify all contractors and subcontractors that the work performed pursuant to this Agreement shall be subject to the Illinois Prevailing Wage Act. In the event that Grantee fails to comply with the notice requirements set forth in the Illinois Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines and liabilities incurred for Grantee's, contractors' and/or subcontractors' violations of the Prevailing Wage Act.

- ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.* (“Employment Act”).
  - iii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
  - iv. The Illinois Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
  - v. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- e. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Project shall name Kendall County as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers’ compensation in favor of Kendall County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the construction of this Project;
- f. Grantee shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws. Grantee shall obtain certifications from all contractors and

subcontractors who perform work on the Project, which certify the contractors and subcontractors are not barred from performing the work as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act);

- g. It is agreed by the Grantee that the maintenance, both physical and financial of the Project and its resulting improvements will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for the Project and its resulting improvements (notwithstanding any agreements with third-parties in this regard). Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to finance, maintain, repair, replace, or otherwise control the subject improvements;
- h. During, and following completion of the Project, Grantee shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which Kendall County, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the use, ownership, construction, maintenance, repair, replacement and/or condition of the

subject facilities built during this Project, or claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating to and arising in any manner out of Grantee and Grantee's Contractors and Subcontractors construction of this Project or Grantee's alleged failure to perform its obligations pursuant to this Agreement. Any attorney representing Kendall County shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Grantee's duty to indemnify, defend and hold Kendall County harmless, as set forth above;

- i. Grantee understands and agrees that construction of the Project must begin within 24 months of signature of this Agreement by the Kendall County Board. If the subject project does not begin construction within 24 months, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations of Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
- j. Grantee understands that Construction of the Project must be completed and a request for reimbursement must be submitted to Kendall County within 60 months after the signature of this Agreement. If Grantee is unable to complete the Project and seek reimbursement within that time, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

- k. If Grantee is unable to begin construction of the Project within 24 months after the parties' execution of this Agreement, or is unable to complete the Project and request reimbursement within 60 months after the parties' execution of this agreement, Grantee may submit a request in writing to Kendall County requesting an extension of time to commence or complete the construction, as the case may be. Grantee must file its request for an extension of time with Kendall County on or prior to expiration of the 24 month period in the case of it beginning construction or on or prior to expiration of the 60 month period in the case of completing construction and seeking reimbursement. Requests for extensions shall not be valid if made after the expiration of the above deadlines. Kendall County retains sole discretion whether to approve Grantee's request for an extension of time;
- l. Grantee understands and agrees that prior to Kendall County disbursing the above listed KC-TAP funds as described herein, Grantee must submit final project costs, along with a written request for reimbursement to the Kendall County Engineer or his designee, who shall then determine the appropriateness of the costs and expenses claimed and determine if all obligations have been met prior to approving the disbursement of Grant funds. If requested by Kendall County, the Grantee must also submit any and all further documentation to verify completion of the Project, the costs incurred by Grantee and Grantee's compliance with the terms of this Agreement;
- m. Grantee understands and agrees that it shall submit its request for reimbursement to Kendall County within the same fiscal year that the Project is completed.



Failure to timely request reimbursement as outlined in this Agreement will result in Grantee being in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

- n. Grantee understands and agrees that reimbursement requests cannot exceed the amount originally awarded by the Kendall County Board and described in Section 2(a);
  - o. Grantee understands and agrees that under no circumstances shall cost overruns be considered nor shall KC-TAP Funds under this Agreement be advanced to the Grantee prior to project completion and submission of a request for reimbursement.
4. It is mutually agreed by Kendall County and Grantee that at no time shall Kendall County be inferred to, or obligated to, have a duty to provide insurance for the subject improvements or otherwise indemnify and hold harmless Grantee in connection with the use, enjoyment, ownership, maintenance, construction, repair or replacement of the Project improvements and any property where the Project has been completed;
5. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements;

6. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

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

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

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

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

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

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

8. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement;
9. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties;
10. Nothing contained in this Agreement, nor any act of Kendall County or the Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County, Grantee or Push for the Path, an Illinois Not for Profit Co.;
11. This Agreement shall be in full force and effect upon signature by both parties and will terminate upon either (a) payout by Kendall County of Grant funds as described herein, or (b) default by Grantee, whichever occurs first. However, the duty to defend and indemnify shall survive the term of this agreement;
12. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of Kendall County's obligations

under this Agreement during said fiscal period, Kendall County agrees to provide prompt written notice of said occurrence to Grantee. In the event of a default due to non-appropriation of funds, Grantee and Kendall County have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement;

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

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

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

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

By: \_\_\_\_\_  
Chair, Kendall County Board

By:   
Mayor

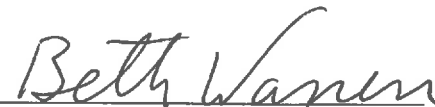
Date: \_\_\_\_\_

Date: 7/5/16

*Attest:*

*Attest:*

\_\_\_\_\_  
County Clerk

  
City Clerk



Bill  
Lento 2014

Push for the Path is a 501(c)(3) not-for-profit organization created to raise funds to build a 2.72 mile 10' wide multi-use asphalt path parallel to Kennedy Road from Route 47 to the existing trail south of Mill Road in Yorkville, Illinois.

- 100% of funds raised will be used for the Kennedy Road multi-use path and are tax-deductible.

### The Kennedy Road Project is a \$1.7 million project

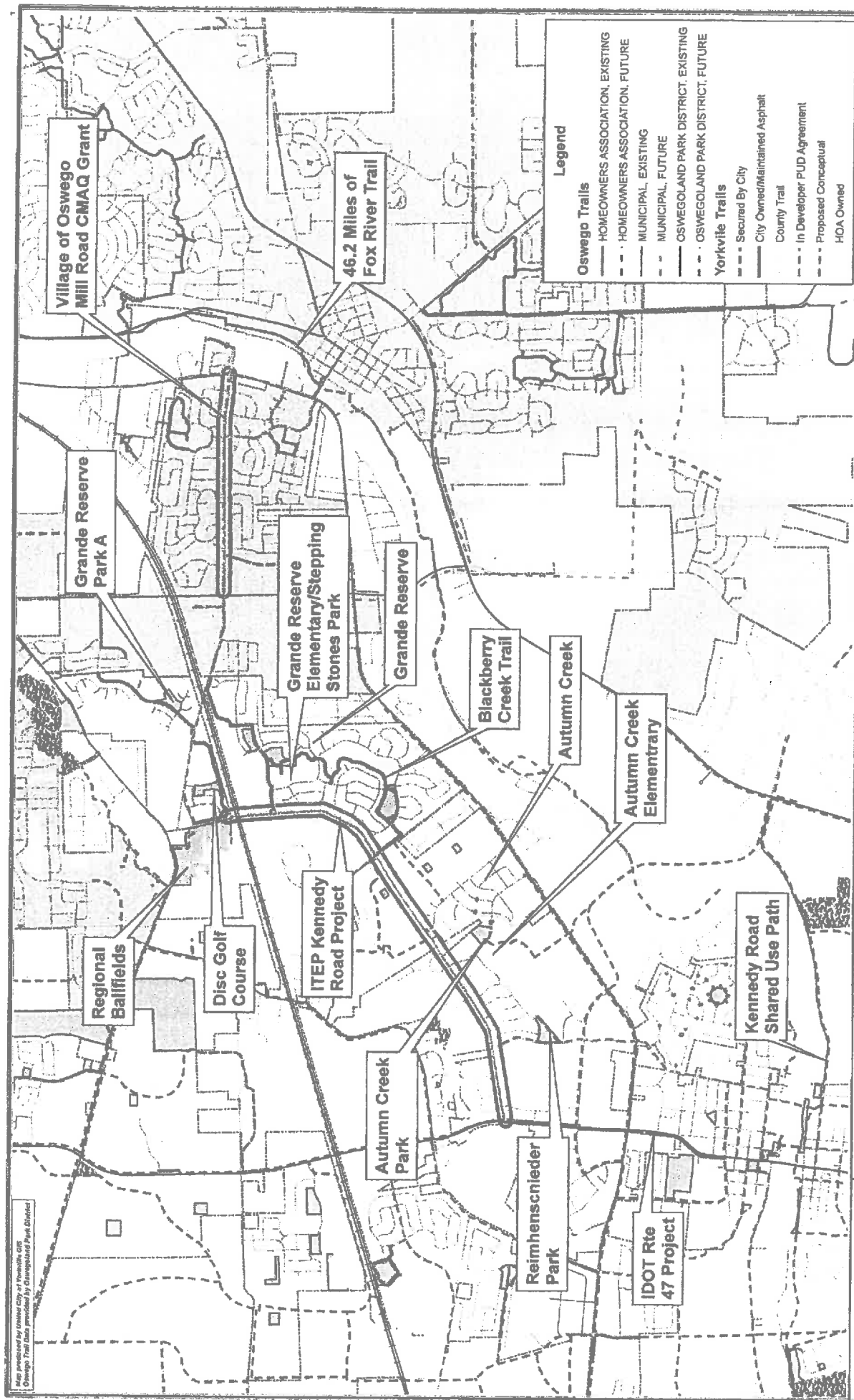
- The United City of Yorkville has been awarded a \$1.3 million grant from the <sup>feris</sup> State of IL to fund the project; this is 80% of the total cost.
- The Yorkville aldermen voted to accept this grant from the state *on the condition* that the City's 20% portion of the cost, which is \$357,000, be *privately raised*. *\$230,000 so far 5-10-16*
- The City of Yorkville could further reduce the City's share to \$220,000 through the application of a second grant prior to the time of construction if the grant program is taking applications at that time.

### The Kennedy Road path will:

- create a "Yorkville Path" by linking more than 12 miles of safe, connected multi-use path throughout the City
- be a 10 feet wide, 2.72 miles long, asphalt path, along the south side of Kennedy Road
- be approximately 5-15 feet removed from the road (the amount will vary along the way)
- connect directly to existing paths in Grande Reserve and Autumn Creek neighborhoods
- connect to Oswego's Mill Road path (proposed 2012 construction), via the existing Grande Reserve path
  - Oswego's Mill Road path will connect directly into the 39-mile Fox River Trail when the Village of Oswego completes a section of paved path from Mill/Orchard east to Mill/Washington, where the Fox River Trail currently begins.
- connect directly to the Route 47 path which will be installed with the widening of Route 47
  - path links from Route 71 north to Kennedy Road
- take approximately 6-9 months to complete, once construction begins
  - Because this is a federally-funded project, it takes a great deal of time to work through all the engineering and could take 4-5 years before construction will begin
- be maintained by the Yorkville Public Works Department (estimated at \$6,700/ year)
- connect the residents of Yorkville to:
  - the Park & Ride in Oswego (at Mill/Orchard)
  - numerous public parks and playgrounds and United City of Yorkville's Rec Center
  - downtown Yorkville, Town Square Park, Riverfront Park, the Farmer's Market and many community events including Music Under the Stars
  - commercial areas along Route 34 and Route 47, including shopping and dining
  - 39 miles of Fox River Trail, which connects to:
    - downtown Oswego, Aurora, and Batavia along the Fox River Trail
    - another 25 miles of path that continues up to the Wisconsin border
    - the scenic 61 mile Illinois Prairie Path
    - the 9 miles of Virgil Gilman Trail

Visit [www.pushforthe.org](http://www.pushforthe.org) or to make an online donation.  
support@pushforthe.org 705, Yorkville, IL 60560





**Legend**

<b>Oswego Trails</b>	HOMEOWNERS ASSOCIATION, EXISTING
	HOMEOWNERS ASSOCIATION, FUTURE
	MUNICIPAL, EXISTING
	MUNICIPAL, FUTURE
	OSWEGOND PARK DISTRICT, EXISTING
	OSWEGOND PARK DISTRICT, FUTURE
<b>Yorkville Trails</b>	Secured By City
	City Owned/Maintained Asphalt
	County Trail
	In Developer PUD Agreement
	Proposed Conceptual
	HOA Owned

**Engineering Enterprises, Inc.**  
 ENGINEERING ENGINEERS  
 1000 North 1st Street  
 Yorkville, Illinois 60594  
 (630) 292-1000

**United City of Yorkville**  
 600 East First Street  
 Yorkville, Illinois 60594  
 (630) 292-1000

DATE	02/08/2011
PROJECT	KENNEDY ROAD BIKE PATH
SCALE	AS SHOWN
DESIGNER	ENGINEERING ENGINEERS
CLIENT	UNITED CITY OF YORKVILLE
NO.	0112
DATE	02/08/2011

**KENNEDY ROAD BIKE PATH**  
 UNITED CITY OF YORKVILLE  
 KENDALL COUNTY, ILLINOIS

**LOCATION MAP**

**North**

Map produced by United City of Yorkville GIS  
 Oswego Trail Data provided by Oswego Park District





## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Fox Road Bridge Rehabilitation**

**Phase II – Contract Plans, Specifications and Estimates**

**Mr. Francis C. Klaas, P.E.  
County Engineer  
Kendall County Highway Department  
6780 Route 47  
Yorkville, Illinois 60560  
Phone: 630.553.7616**

**Mr. Anthony P. Simmons, P.E.  
Senior Project Manager  
HR Green, Inc.  
651 Prairie Pointe Drive, Suite 201  
Yorkville, Illinois 60560  
HR Green Project Number: 88160254.01**

**July 11, 2016**

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- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS



**THIS AGREEMENT** is between THE KENDALL COUNTY HIGHWAY DEPARTMENT (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## **1.0 Project Understanding**

### **1.1 General Understanding**

CLIENT intends to rehabilitate the existing bridge carrying Fox Road over an unnamed tributary to the Fox River (SN 047-3082). The scope of the rehabilitation consists of the placement of a new, precast concrete box culvert under the existing bridge (and filling in the voids), while the existing bridge remains in service. Preliminary hydraulic modeling completed by COMPANY as part of an initial feasibility study indicates the reduced opening will be adequate.

The precast culvert is anticipated to be 15 feet wide by 5 feet high. This is not a standard size included under ASTM's Standard Specification for precast reinforced concrete box sections. CLIENT anticipates the contractor will pour a mud slab working surface (after excavating the stream bed to the existing footing elevation). A surface or track will then be provided to skid each precast segment into place under the existing bridge. Since the existing bridge is skewed, it will be necessary to add cast-in-place concrete apron/end sections to each end of the proposed culvert. It is anticipated that these cast-in-place end sections can be constructed on either side of the existing bridge, such that both traffic lanes on Fox Road can remain open. Some portions of the existing bridge will be removed upon completion of the culvert. In addition, the roadway embankment will be regraded to eliminate the need for guardrail.

The proposed construction method as described above will make precise alignment of the precast concrete box sections difficult. It has been suggested by Welch Bros., Inc. (manufacturer/supplier of concrete products) that tongue and groove type joints not be used where sections butt together. COMPANY will include a joint detail that will allow installation of backer rods after section placement to retain the flowable fill to be installed between the existing structure and the outside of the proposed box culvert.

In general, this agreement governs the Phase II engineering services required for installation of the mud slab, precast box culvert, cast-in-place end sections and associated demolition, grading and erosion control. These services include, but are not limited to, preparation of contract plans, specifications and estimates, as well as completion of the associated permitting documentation.

All engineering and construction for this project will be funded 100% locally by CLIENT. As such, coordination with either the Illinois Department of Transportation (IDOT) or any other local agencies will not be required. Coordination with the Illinois Department of Natural Resources (IDNR) and the United States Army Corps of Engineers (USACE) will be required due to stream and tree impacts. CLIENT intends to let and complete the project prior to the end of 2016.

### **1.2 Design Criteria/Assumptions**

CLIENT has provided COMPANY with the plans for the existing bridge. This agreement assumes the plans provided are generally accurate. However, the contractor will be required to field verify existing conditions (dimensions, footing elevations, bottom of structure elevations, etc.) prior to starting fabrication.

The precast box culvert design will be performed and sealed by the precast supplier/manufacturer. The design will conform to the methodology presented in the ASTM Standard Specifications, IDOT Culvert Manual, IDOT Bridge Manual and AASHTO LRFD Bridge Design Manual.

COMPANY will apply the following guidelines in the design of the cast-in-place end sections and associated improvements for this project:

- A. IDOT Culvert Manual;
- B. IDOT Bridge Manual;
- C. AASHTO LRFD Bridge Design Manual;
- D. IDOT Bureau of Local Roads and Streets (BLR) Manual (as applicable); and
- E. IDOT Standard Specifications for Road and Bridge Construction (latest edition).

## **2.0 Scope of Services**

The CLIENT agrees to employ COMPANY to perform the following services:

### **2.1 Survey Services**

#### **A. Right-of-Way Survey**

COMPANY will recover existing right-of-way (ROW) evidence for approximately 400 feet along Fox Road, centered on the bridge over the unnamed tributary, which is approximately 1,000 feet west of Poplar Drive. COMPANY will calculate the existing ROW as shown on the existing ROW documents (provided by CLIENT) and/or adjacent recorded plats of subdivision to include on the base map.

#### **B. Topographic Survey**

COMPANY will complete a topographic survey, which will include the area lying within the existing ROW for approximately 400 feet along Fox Road, centered on the bridge over the unnamed tributary. The survey will be extended to 60 feet north and south of the centerline of Fox Road for the 100 feet on either side of the bridge. Roadway cross-sections will be surveyed at approximate 50 foot intervals. The survey will include existing visible features and improvements. Existing utilities will be surveyed from visible flags or markings. Any storm sewer, sanitary sewer and water main structures will be surveyed, including rim and invert elevations, pipe sizes, and direction as observed at manholes. Trees lying within the limits described above and having a diameter of 6" or greater will be located. The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011). Elevations will be based upon NAVD88 or local benchmarks.

#### **C. Topographic Survey Base Map**

COMPANY will generate a MicroStation base map depicting the existing features and improvements within the above project limits, according to IDOT standards. One foot contours will be generated with the elevations referenced to NAVD88 (US Survey Feet). The base map will include tags to existing visible utilities and features. A topographic survey plat will not be provided.

## 2.2 Drainage and Environmental Permitting

### A. Hydraulic Modeling and Report

As part of an initial feasibility study, COMPANY has already completed a hydraulic model of a box culvert that is 15 feet wide by 5 feet high. This was necessary in order to demonstrate to IDNR Office of Water Resources (OWR) that the reduced opening would not create any adverse impacts to upstream or downstream properties. IDNR-OWR has indicated that they are acceptable to a reduced opening, provided it meets their criteria for created head. COMPANY submitted to IDNR-OWR a preliminary plan and profile exhibit along with a Waterway Information Table indicating the created head requirements were met. IDNR-OWR has request a complete hydraulic report for their review.

COMPANY will assemble a hydraulic report and associated exhibits for the modeling completed for the 15 feet by 5 feet culvert as part of the initial feasibility study. COMPANY will also update the modeling and report for any revisions required as a result of comments from IDNR-OWR or the concrete manufacturer/supplier (slight size adjustments).

### B. IDNR-OWR Permit

COMPANY will prepare the permit application and associated exhibits and submit them to IDNR-OWR for review and approval. COMPANY will coordinate with IDNR-OWR as necessary. It is assumed that any permit and/or review fees charged by IDNR-OWR will be paid directly by CLIENT.

### C. Threatened and Endangered Species Coordination

Due to the proposed in-stream work and adjacent tree removal, COMPANY will review the project site for any potential fish and wildlife impacts and coordinate with IDNR accordingly. COMPANY has submitted the project to IDNR's Ecological Compliance Assessment Tool (EcoCAT) for information purposes only, which indicated that the Greater Redhorse and River Redhorse may be in the vicinity of the project location. These fish species are common to the Fox River and likely not in the unnamed tributary. However, COMPANY will need to resubmit the EcoCAT for official consultation with IDNR. Given the proximity to the Fox River, IDNR may also want to document that the project will not impact the Northern Long-Eared Bat. If requested, COMPANY will supply IDNR will photos of the existing bridge and channel.

### D. Wetland Delineation and Documentation

COMPANY also submitted the preliminary plan and profile exhibit and Waterway Information Table to USACE. USACE has indicated that the project is covered by Nationwide Permit #14. Additional coordination with USACE is not necessary, provided the project remains in compliance with Nationwide Permit #14 and wetland impacts are less than 0.1 acre. COMPANY will delineate the existing wetlands at the project location and document the area of impacts for the project file. This documentation will not be submitted to USACE unless specifically requested.

2.3 Plans, Specifications and Estimates

COMPANY will prepare plans, specifications and estimates for installation of the mud slab, precast box culvert, cast-in-place end sections and associated demolition, grading and erosion control. The plans, specifications and estimates will be submitted to CLIENT for review and concurrence at the 90 percent (pre-final) and 100 percent (final) milestones. The plans, specifications and estimates will not be submitted to any other agency. The following will be provided as part of the plans, specifications and estimates for this project:

A. Plans

Item	No. of Sheets
Cover Sheet / Index of Sheets	1
General Notes / Highway Standards	1
Summary of Quantities **	1
Typical Sections	1
Plan and Profile	1
Erosion Control Plan	1
Miscellaneous Details	1
Cross-Sections	3
General Plan and Elevation (GP&E)	1
General Notes, Bill of Material and Suggested Sequence of Construction	1
Demolition and Removal Plan	1
Box Culvert Details	1
End Section Plan and Elevation	1
End Section Details of Reinforcement and Bill of Bars	1
<b>Total</b>	<b>16</b>

\*\*Includes tabulating and checking of quantities.

It is assumed that maintenance of traffic during construction will be handled via the various traffic control and protection details within the IDOT Highway Standards. Specific maintenance of traffic plans and/or details will not be provided for this project and are not included in this agreement.

**B. Specifications**

COMPANY will prepare the following specifications (as applicable) for inclusion in the contract documents:

1. Supplemental Specifications and Recurring Special Provisions;
2. Project Specific Special Provisions;
3. Bureau of Local Roads Special Provisions;
4. Bureau of Design and Environment Special Provisions; and
5. Guide Bridge Special Provisions.

**C. Estimates**

COMPANY will prepare the following estimates for the project and submit to CLIENT for review and concurrence at the 90 percent and 100 percent milestones:

1. Engineer's Opinion of Probable Construction Cost; and
2. Estimate of Time.

**D. Quality Assurance and Quality Control**

COMPANY will provide Quality Assurance and Quality Control (QA/QC) in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review and verification. The QM also outlines internal processes, such as standardization, internal project audits, selection and rating of subconsultants, and monitoring of deliverables.

**2.4 Meetings and General Coordination**

**A. Two (2) persons from COMPANY will attend the following:**

1. One (1) meeting with CLIENT to discuss the plan in progress and/or any CLIENT review comments; and
2. One (1) field check of the project location.

**B. COMPANY will conduct general coordination throughout the duration of the project with CLIENT and any utility companies that may have facilities impacted by the project. This item includes, but is not limited to: letters, telephone, e-mail correspondence, and filing of information.**

**2.5 Administration**

COMPANY will conduct general project administration throughout the duration of the project, including management and oversight of the project team; periodic review of the project execution; document control; scope, schedule and budget monitoring; billing and invoicing; contract file management; and preparation of monthly progress reports.

**3.0 Deliverables Included in this Contract**

The following deliverables will be generated for this project and are included in this agreement:

- A. IDNR-OWR Permit;**

- B. Plans;
- C. Specifications; and
- D. Estimates.

See Exhibit B for a detailed summary of recipients and estimated number of copies necessary for the various deliverables. CLIENT will be invoiced for any additional copies required above this estimate.

#### **4.0 Items not included in Agreement/Supplemental Services**

The following items are not included as part of this agreement:

- A. Plat of Highways;
- B. Plats of Dedication and/or Easement;
- C. Suggested maintenance of traffic plans;
- D. Preparation of contractor bid documents and/or contractor bid review; and
- E. Construction layout and/or construction observation.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

#### **5.0 Services by Others**

No services by others have been included in this agreement. Should COMPANY be required to hire a subcontractor, with the authorization of CLIENT, a supplement to this agreement will be issued. The supplement must be executed before the subcontracted work can begin, and CLIENT will be required to reimburse COMPANY for the cost of the subconsultant's fees.

#### **6.0 Client Responsibilities**

No additional CLIENT responsibilities beyond those already listed above have been included in this agreement.

#### **7.0 Professional Services Fee**

##### **7.1 Fees**

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

##### **7.2 Invoices**

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable within 45 days after approval by the County Board, and in accordance with the Illinois Prompt Payment Act. Retainer, if applicable, shall be credited on the final invoice.

### 7.3 Extra Services

Any service required but not included as part of this contract shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

### 7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

### 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and Materials Not to Exceed, as detailed in Exhibit A.

## 8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

### 8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### 8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

### 8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties



mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

**8.14 Attorney's Fees**

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

**8.15 Ownership of Instruments of Service**

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

**8.16 Reuse of Documents**

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

**8.17 Failure to Abide by Design Documents or To Obtain Guidance**

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

**8.18 Opinion of Probable Construction Cost**

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their

obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

#### 8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### 8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the COMPANY'S total

fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### 8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;
- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;
- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;
- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

#### 8.27 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.


8.28 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

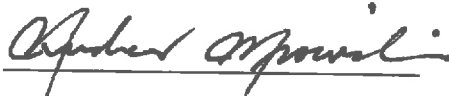
This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

  
\_\_\_\_\_  
Anthony P. Simmons, PE

Approved by:



Printed/Typed Name: Andrew Mrowicki, PE

Title: Vice President Date: July 11, 2016

KENDALL COUNTY

Accepted by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

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



**AVERAGE HOURLY PROJECT RATES**

**FIRM** HR Green, Inc.  
**PSB** N/A  
**PRIME/SUPPLEMENT** Prime

DATE 07/11/16

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			2.1 - Survey Services			2.2 - Drainage and Enviro			2.3 - Plans, Specifications			2.4 - Meetings and General Cd			2.5 - Administration		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior PM	67.85	72	14.40%	9.77	12	17.65%	11.97	32	9.41%	6.39	16	40.00%	27.14	12	50.00%	33.92			
Senior Engineer	78.61	58	11.60%	9.12	8	11.76%	9.25	32	9.41%	7.40	12	30.00%	23.58	6	25.00%	18.65			
Lead Engineer	52.19	32	6.40%	3.34															
Lead Env Planner	46.23	8	1.60%	0.74	8	11.76%	5.44												
Project Engineer I	35.17	32	6.40%	2.25	32	47.08%	16.55												
Project Engineer II	43.51	84	16.80%	7.31	8	11.76%	5.12	68	20.00%	8.70	8	20.00%	8.70						
Staff Engineer II	30.87	60	12.00%	3.70				60	17.65%	5.45									
Senior Tech	35.37	116	23.20%	8.21				116	34.12%	12.07									
PLS	39.46	20	4.00%	1.58															
Staff Land Surveyor I	24.50	8	1.60%	0.39	20	71.43%	28.19												
Project Coordinator	25.21	10	2.00%	0.50	8	28.57%	7.00							4	10.00%	2.52	6	25.00%	6.30
		0																	
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<b>TOTALS</b>		500	100%	\$46.91	28	100.00%	\$35.19	68	100%	\$48.33	340	100%	\$44.91	40	100%	\$61.95	24	100%	\$59.88

**EXHIBIT B**

**DIRECT COST WORKSHEET**

Fox Road Bridge Rehabilitation  
Phase II - Contract Plans, Specifications and Estimates  
Kendall County Highway Department  
HR Green Project Number: 88160254.01

DATE: 07/11/16

**2.1 - Survey Services**

Mileage Rate: \$0.560

Destination	Mileage Round-Trip	Number of Trips
HRG (Yorkville) to Project Site	8	5

**2.1 - Total: \$22.40**

**2.2 - Drainage and Environmental Permitting**

Hydraulic Report and Exhibit Copies to IDNR-OWR: \$100.00

**2.2 - Total: \$100.00**

**2.3 - Plans, Specifications and Estimates**

Printing Cost (bond), per sq. ft.: \$0.45  
Reduced Sheets (11"x17"), sq. ft.: 1.3  
Full Size Sheets (22"x34"), sq. ft.: 5.2  
Full Size Mylar Sheet Cost, ea.: \$7.50

Total Number of Sheets = 16

Pre-final Submittal

	IDOT	KCHD	Yorkville	Utilities	Total
Reduced Plan Sets	0	1	0	0	1
Full-Size Plan Sets	0	1	0	8	9

Subtotal: \$348.32

Final Submittal

	IDOT	KCHD	Yorkville	Utilities	Total
Reduced Plan Sets	0	10	0	0	10
Full-Size Plan Sets	0	10	0	4	14
Full-Size Mylars	0	0	0	0	0

Subtotal: \$617.76

Subtotal: \$220.00 (\$10.00 per specifications book X 22 sets of specifications)

**2.3 - Total: \$1,184.08**

**2.4 - Meetings and General Coordination**

Mileage Rate: \$0.560

Destination	Mileage Round-Trip	Number of Trips
HRG (McHenry) to KCHD	120	1
HRG (McHenry) to Project Site	120	1

**2.4 - Total: \$134.40**

**2.5 - Administration**

Postage and Shipping Allowance: \$100.00

**2.5 - Total: \$100.00**

<b>GRAND TOTAL:</b>	<b>\$1,540.88</b>
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**COUNTY OF KENDALL, ILLINOIS  
FACILITIES MANAGEMENT COMMITTEE  
MEETING MINUTES  
MONDAY, July 11, 2016**

Committee Vice Chair Dan Koukol called the meeting to order at 3:33p.m.

**Roll Call:** Jeff Wehrli - here, Dan Koukol - here, Judy Gilmour – here, Matthew Prochaska - here. **With all members present, a quorum was formed to conduct business.**

*Committee Member Bob Davidson arrived at 3:36p.m.*

Others Present: Technology Director Scott Koepfel, Facilities Management Director Jim Smiley

**Approval of June 6, 2016 Meeting Minutes** – Member Wehrli made a motion to approve the June 6, 2016 meeting minutes, second by Member Prochaska. **Motion carried.**

**Public Comment** - None

**Old Business/Projects**

*Courthouse & Public Safety Center (PSC) Security Improvement Project Bidding*

- a. *Walkthrough and Bidding* - Director Smiley stated that they conducted the bidders walk-through on July 6, 2016. Mr. Smiley said there was good participation and approximately eight companies. Mr. Smiley said the bid deadline is July 22, 2016. Dewberry will allow questions to be asked one-week prior to the deadline. Any questions received will be distributed to everyone.

*Law Enforcement Memorial Project* – Director Smiley reported that brickwork was completed the week of June 13, 2016. Pavers were laid and placed, but there was an issue with the design indicating no cuts. They had to exchange the 6” black pavers in for 8” black pavers and the work continued and was completed. Mr. Smiley updated the committee on the continued work to be done, the steel work for the marble being done by the mason, and reminded the committee that the work is being completed mostly by volunteers.

*Leopardo Energy Efficiency & County Facilities Project* – Director Smiley reported that they have had the walk-through of all of the buildings. They have communicated with Mr. Smiley that they hope to have the work completed by the end of August.

*Job Description Reviews* – Jeff Wilkins reported that the job descriptions have been sent to the State’s Attorney’s office for legal review. Member Davidson asked that all Facilities Management job descriptions come back to the committee for review prior to going to the County Board for final approval.

## New Business/Projects

1. *Chairman's Report* – Member Davidson stated that the committee needs to begin thinking about the FY2017 budget, and include air conditioning units in the budget each year. Mr. Smiley reported that normal repairs are being done this year, and that the oldest building is the Public Safety Center/Jail.

Member Davidson stated that this committee needs to be prepared and to be proactive in ensuring that the HVAC units in the Public Safety Center/Jail are functioning at all times since they are operational 24/7.

Mr. Smiley updated the committee on the hiring of a former retired County employee as a temporary replacement on a part-time basis to provide assistance in the office.

2. *Public Safety Center Mullion Replacement* – Mr. Smiley said that at Member Davidson's request, new mullions have been installed in the front doors of the PSC by O'Neil Glass. The cost was approximately \$1,000 to replace the two mullions.
3. *All Facilities*
  - a. *Fire System Testing* – Annual testing was conducted last month.
  - b. *Fire Extinguisher Testing* – Testing was completed on all buildings, the squads for the Sheriff's Office, trucks for the highway department and PBZ, the Kendall County Health department and Probation offices.
  - c. *Sprinkler System Testing* – Annual testing was conducted last month.
4. *Generator Repairs* – Following PM's there were recommended generator repairs for the County Office Building, Public Safety Center and the Health & Human Services Building. Repairs were completed last month. The Highway department needs to have major repairs, and Mr. Smiley is researching pricing for replacing that system.
5. *Health & Human Services Counter(s) Security Improvements* – Mr. Smiley said that Dr. Tokars asked to meet with Mr. Smiley and Member Davidson regarding security improvements. Member Davidson explained that he is aware that this project is in the 5-year plan, and that they will attempt to get some type of solution in the meantime. Mr. Smiley accompanied Dr. Tokars to the Oswego East High School to view their security enclosure at their main entrance. Mr. Smiley said that he examined their setup, and has asked for the vendor that District 308 used for their office/counter security. Dr. Tokars asked Mr. Smiley to get pricing for her on something for the counter area.

6. *Courthouse Chiller Repairs* – Mr. Smiley reported a major chiller repair on the older chiller on the older side of the courthouse. Mr. Smiley reported Judge McCann allowed the work to be done during the day, minimizing the need for facilities personnel and vendor overtime.
7. *Courthouse Courtroom LED Bulb Changes* – Mr. Smiley said there are a number of recessed light “cans” throughout the courthouse, and that replacing the ballast is very costly. After researching LED lighting, FM personnel have begun switching the current bulbs to LED bulbs throughout the courthouse.
8. *Konica Copier Program Responsibilities Change* – Scott Koeppel reported that after meeting with Jeff Wilkins and Mr. Smiley that the copiers program might be better handled by the Technology Services Department since most printing is done on the copiers now and it may be cheaper than maintaining all of the copiers Technology Services supplies currently. Mr. Koeppel is discussing the options that are available for additional cost savings with Konica. Mr. Koeppel said that they have already begun installing the software to get information on how many copies are being done at each printer and copier. Mr. Koeppel said that Konica also has options to send replacement cartridges directly to each office. Mr. Smiley said if responsibility for the copiers is switched to Technology Services, that Facilities Management will continue to deliver and replace copier and printer paper.
9. *Approve Hiring Replacement KCFM Tech Level 1 Full-Time Position with a not to exceed wage of \$45,000 per year* – Mr. Smiley updated the committee on the application process, and the interviews. After Mr. Smiley met with Jeff Wilkins, he was comfortable in offering the position to a temporary employee that recently worked with Facilities for six-months.

*Motion to Approve Hiring Replacement of KCFM Tech Level 1 Full-Time Position with a wage not to exceed \$45,000 per year made by Member Wehrli, second by Member Prochaska.*

**ROLL CALL:** Member Wehrli – yes, Member Davidson – yes, Member Gilmour – yes, Member Koukol – yes, Member Prochaska – yes. **With all members voting aye, the motion carried.**

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

- *Reportable Labor Hours* – Mr. Smiley stated that he had continued to track the number of work comp hours in this month’s report. But planned to remove them starting next month. There were an increased number of work orders shown in the remaining open work order report, primarily because they continue to be short-staffed.

### **Other Items of Business**

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

**Questions from the Media** - None

**Executive Session** – Not needed

**Adjournment** – Member Prochaska made a motion to adjourn the meeting, second by Member Gilmour. **With four present voting aye, the meeting adjourned at 4:22p.m.**

Respectfully submitted,

Valarie McClain  
Administrative Services/County Board

**COUNTY OF KENDALL, ILLINOIS**  
**BUDGET & FINANCE COMMITTEE**  
**Meeting Minutes**  
**Thursday, June 30, 2016**

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**Call to Order**

The Budget and Finance Committee was called to order by Chairman John Purcell at 5:36p.m.

**Committee Members Present:** Scott Gryder, John Purcell, Matthew Prochaska

*Member Davidson entered the meeting at 5:47p.m. and Member Flowers entered the meeting at 5:51p.m.*

**Others Present:** Latreese Caldwell, Sheriff Dwight Baird, Jeff Wilkins

**Claims Review and Approval** – Member Gryder moved to approve claims in an amount not to exceed \$780,037.79 and Grand Juror Claims in an amount not to exceed \$650.00, second by Member Prochaska. **With all members voting aye, the motion carried.**

**Department Heads and Elected Official Reports** – No report

**Items from Other Committees**

- Member Davidson reported that the Facilities Management secretary is still out on medical leave, and they are waiting to hear from her after evaluation by her physician. A retired Kendall County employee has been filling in during the absence.
- Member Gryder updated the committee on the new Planning, Building and Zoning office assistant that began working recently, and the intern recently hired that will begin in the department soon.

**Items of Business**

- *Determine FY2017 Budget Parameters* – Latreese Caldwell reminded the committee of last year's budget parameters of one-percent total bottom line budget increase.

Discussion on budget parameters, the possibility of budget reductions, personnel layoffs, health insurance costs, salary increase concerns/issues, and current revenue income.

Sheriff Baird reminded the committee that The Sheriff's Office was under budget by three to four percent last year, and they continually strive to decrease expenses in all areas, without affecting overall operations and safety of the community.

Member Flowers made a motion to forward for approval the parameters of a frozen/flat budget for FY2017, second by Member Prochaska. **With all in agreement, the motion carried.**

Latreese Caldwell will draft a memorandum from the Finance Committee outlining the current budget crisis, and the budget parameters for the next fiscal year to send to all department heads and elected officials.

- *IMRF Discussion* – Item tabled to a future meeting
- *Benefits Reimbursement Policy* – Item tabled to a future meeting

**Other Business** – None

**Public Comment** – None

**Questions from the Media** – None present

**Action Items for County Board**

- *Approval of Claims in an amount not to exceed \$780,037.79 and Grand Juror Claims in an amount not to exceed \$650.00*
- *Approval of a flat/frozen FY2017 Budget*

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

**Executive Session** – Not needed

**Adjournment** – Member Flowers made a motion to adjourn the Budget and Finance Committee meeting, second by Member Gryder. **With all in agreement, the meeting adjourned at 6:47p.m.**

Respectfully submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary

**COUNTY OF KENDALL, ILLINOIS**  
**BUDGET & FINANCE COMMITTEE**  
**Meeting Minutes**  
**Thursday, July 14, 2016**

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**Call to Order**

The Budget and Finance Committee was called to order by Chairman John Purcell at 5:47p.m.

**Committee Members Present:** Scott Gryder, John Purcell, Bob Davidson, Matthew Prochaska

Committee Member Absent: Elizabeth Flowers

**Others Present:** Latreese Caldwell, Jeff Wilkins

**Claims Review and Approval**– Member Gryder moved to approve claims in an amount not to exceed \$553,146.71, Grand Juror Claims in an amount not to exceed \$750.00, and Grand Juror claims in an amount not to exceed \$1,700.00, second by Member Prochaska. **With four members voting aye, the motion carried.**

**Department Heads and Elected Official Reports** - None

**Items from Other Committees** – Member Davidson reported the Facilities Management Committee has discussed the need to begin replacing the HVAC units in the jail, which over 40-years old. Member Davidson said that it is the will of the FM Committee to set a routine schedule for replacement of HVAC units throughout the County over the next 5-years.

Mr. Davidson also mentioned that the Executive Director of the Health Department has requested some type of protective glass at the reception area. Member Davidson stated that he feels that there are offices in the County Office Building that also need to be assessed for that as well.

**Items of Business**

- *FY2017 Budget* – Latreese Caldwell stated that she is working with several Sheriff’s Office personnel on the budget due to the retirement of Chief Deputy Scott Koster’s retirement in early August 2016. Ms. Caldwell briefly reviewed the revenue and expenditures of the current budget at 6-months.

Discussion on the necessity of holding Budget Hearings and if so, when to have them.

- *IMRF Discussion* – item not discussed
- *Benefits Reimbursement Policy* – Jeff Wilkins will bring a draft policy to the July 28, 2016 committee meeting for review.

### **Other Business**

Member Prochaska asked for an update about the issue of Codification of all County ordinances, resolutions, policies and agreements. After discussion, there was consensus by the committee to include Codification Costs in the County Boards FY2017 budget and review during the Budget process.

**Public Comment** – None

**Questions from the Media** – None

### **Action Items for County Board**

- *Approval of claims in an amount not to exceed \$553,146.71, Grand Juror claims (July 19, 2016) in an amount not to exceed \$750.00, and Grand Juror claims (final July 2016) in an amount not to exceed \$1,700.00*

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

**Executive Session** – Not needed

**Adjournment** – Member Gryder made a motion to adjourn the Budget and Finance Committee meeting, second by Member Prochaska. **The meeting adjourned at 6:32p.m.**

Respectfully submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary



**COUNTY OF KENDALL, ILLINOIS**  
**COMMITTEE OF THE WHOLE**  
**Meeting Minutes**  
**Thursday, July 14, 2016**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The meeting was called to order by County Board Chair John A. Shaw at 4:30p.m., who led the committee in the Pledge to the American Flag.

**ROLL CALL**

Present: Jeff Wehrli - , John Shaw – yes, Lynn Cullick - here, Judy Gilmour here, Matthew Prochaska - here, Bob Davidson – yes, John Purcell – yes, Scott Gryder - here

Board Members Absent: Elizabeth Flowers, Dan Koukol (excused)

*Member Purcell entered the meeting at 4:43p.m.*

Staff present: ASA Leslie Johnson, Scott Koeppel, Amaal Tokars and Jeff Wilkins

**ITEMS OF BUSINESS**

➤ *From Admin HR Committee:*

- *Discussion on Email Access for Non-County Employees* – Member Cullick reported that the Admin HR Committee has discussed this issue at two of their meetings, and said that there are some township employees, as well as some non-county departments or groups. Ms. Cullick stated that the committee had some concern about these individuals not being held accountable for agreeing to the County’s email policy, nor do we have any signed letter of understanding from them acknowledging the county’s policy.

Scott Koeppel, Technology Director, stated that these groups or individuals are using very little email or network storage space.

Discussion on access to the County’s domain, staff time required to assist these individuals with technology issues, and setting a precedent for future non-county employee users.

**There was consensus by the committee to require any Non-County employee to sign the County’s Email policy, and to notify Technology Services when any of the users from their organization is no longer employed in that capacity, and the understanding that Technology Services is only able to provide minimal phone support for any issues Non-County agencies have when using the County network.**

**PUBLIC COMMENT** – None

**QUESTIONS FROM THE MEDIA** – Jim Wyman, WSPY asked Mr. Koepfel to identify which township assessors utilize the County's email. Mr. Koepfel was able to provide names of the non-county employees currently utilizing the county network.

**CHAIRMAN'S REPORT** – No report

**REVIEW BOARD ACTION ITEMS** – Chair Shaw asked the committee to review the July 19, 2016 Board agenda for any necessary changes or additions.

**EXECUTIVE SESSION** – Member Davidson made a motion to enter Executive Session for the purpose of collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees (5 ILCS 120/2 (c) 2), second by Member Cullick.

**ROLL CALL:** Member Davidson – yes, Member Gilmour – yes, Member Gryder – yes, Member Prochaska – yes, Member Cullick – yes, Member Wehrli – yes, Member Shaw – aye.  
**With all members present voting aye, the committee entered Executive Session at 4:31p.m.**

Member Gilmour made a motion to reconvene in Open Session, second by Member Cullick.  
**With all in agreement, the committee returned to Open Session at 5:40p.m.**

**ADJOURNMENT** – Member Prochaska moved to adjourn the meeting at 5:41p.m., Member Wehrli seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary