

**KENDALL COUNTY BOARD AGENDA
REGULAR SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday September 20, 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. Resolution Honoring Judge Leonard Wojtecki
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
 - A. Public Hearing to consider an additional cable television franchise
12. Elected Officials Report and Other Department Reports
 - A. Sheriff
 1. Approve Modification to HIDTA Grant releasing additional funds in the amount of \$180,000.00
 - B. County Clerk
 - C. Treasurer
 - D. Clerk of the Court
 - E. State's Attorney
 - F. Coroner
 - G. Health Department
 - H. Supervisor of Assessments
13. Standing Committee Reports
 - A. Planning, Building & Zoning
 1. 16-17 Lasky - Approve Plat of Vacation for Lots 3 and 4 of Brighton Oaks Subdivision including vacation of ten (10) foot public utility and drainage easement between the two lots
 2. 16-18 LRMP Amendment - Approve Amendment to Land Use Resource Management Plan at northwest intersection of State Route 31 and Light Road in Oswego Township to identify the area as commercial
 3. 16-20 Stor-Mor Inc.– Approve Zoning Map Amendment at 1317 Route 31, Oswego Township rezoning 3.2 acres from B-1 (Local Shopping District) to B-2 (General Business District)
 4. 16-20 Stor-Mor Inc. Approve Special Use at 1317 Route 31, Oswego Township to operate an enclosed self-service storage facility and an outdoor storage facility
 - B. Public Safety
 1. Approval of bid and agreement with Security Automation Systems, Inc in amount not to exceed \$3,006,655 for security system upgrades at Public Safety Center and Courthouse
 2. Authorize approval of change orders for Security System Upgrade Project not to exceed \$10,000 to be made by consensus of Public Safety Committee Chair, County Administrator, Sheriff's designee, Facilities Management Director and Technology Services Director
 - C. Administration/HR
 1. Recommend Approval to Increase the Technology Services Credit Card limit to \$5,000
 2. Recommend Cable Television Franchise Agreement by and Between the County of Kendall, Illinois and CMN-RUS, Inc.
 3. Recommend Approval of Job Descriptions for GIS Coordinator, GIS Cadastral System Specialist, and GIS Analyst
 - D. Highway
 1. Approve the use of Transportation Sales Tax Funds for the local element payment of \$17,822 to CMAP for FY 2017
 2. Approve the 5-Year Surface Transportation Program for 2017-2021
 3. Approve the low bid of D Construction in the amount of \$80,570 to pave the Highway Department parking lot using County Highway Funds
 - E. Facilities
 1. Approve low bid from D Construction in the amount of \$24,765.00 to pave the Public Safety Center parking lot; said funds to be taken from the Kendall County Budget Line #750-2-000-6653
 2. Approve low bid from D Construction in the amount of \$42,475.00 to pave West Ridge Street from the East edge of pavement of S. Main Street to 200 feet East; said funds to be taken from the Kendall County Budget Line # 010-2-100-9101
 - F. Economic Development
 - G. Finance

1. Approve Claims in an amount not to exceed \$ 711,097.82, Petit Juror Claims in an amount not to exceed \$3,900, and Grand Juror Claims in an amount not to exceed \$1,450
2. Approve Historic Courthouse (HCH) Window Replacements Agreement with Patrick McCann, Inc in the amount of \$39,500 to be paid from line #0402-000-6650
3. Authorize deposit of funds received from the Public Building Commission to Fund 750 Public Safety Capital Improvement Fund to be restricted for the Public Safety Center and Courthouse

H. Health & Environment

1. Approve Food Protection Ordinance and Authorize forwarding to Illinois Department of Public Health for Review and Approval
2. Approve Water Supplies Ordinance and Authorize forwarding to Illinois Department of Public Health for Review and Approval
3. Approve Wastewater Treatment System Ordinance and Authorize forwarding to Illinois Department of Public Health for Review and Approval

I. Committee of the Whole

J. Standing Committee Minutes Approval

14. Special Committee Reports

A. Public Building Commission

1. Approve Resolution Dissolving the Kendall County Public Building Commission, County of Kendall, Illinois, Pursuant to the Public Building Commission Act (50 ILCS 20/1 et seq.)

B. VAC

C. Historic Preservation

D. Board of Health

E. Juvenile Justice Council

15. Other Business

16. Chairman's Report

**Appointments
Announcements**

17. Citizens to be Heard

18. Questions from the Press

19. Adjournment

**KENDALL COUNTY BOARD
ADJOURNED JUNE MEETING
August 16, 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, August 16, 2016 at 9:35 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell and Jeff Wehrli.

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

THE MINUTES

Member Koukol moved to approve the submitted minutes from the Adjourned County Board Meeting of 7/19/16. Member Prochaska seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Chairman Shaw asked for a motion to move executive session to the end of the meeting. Member Purcell moved to approve the amended agenda. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Koukol. Motion carried 8-1.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Under Sheriff Martin mentioned that on August 11 they had puppies taken from the Newark area. With the help of social media the puppies were recovered.

County Clerk

Revenue Report		7/1/16-7/31/16	7/1/15-7/31/15	7/1/14-7/31/14
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$826.00	\$976.00	\$717.00
	County Clerk Fees - Marriage License	\$1,980.00	\$1,500.00	\$1,710.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
	County Clerk Fees - Misc	\$1,921.00	\$2,240.50	\$2,527.65
	County Clerk Fees - Recording	\$27,819.00	\$33,202.00	\$24,515.00
01010061205	Total County Clerk Fees	\$32,546.00	\$37,918.50	\$29,469.65
01010001185	County Revenue	\$32,537.50	\$49,751.00	\$30,862.50
38010001320	Doc Storage	\$16,546.00	\$19,760.00	\$15,061.00
51010001320	GIS Mapping	\$27,808.00	\$33,219.00	\$25,416.00
37010001320	GIS Recording	\$3,470.00	\$4,145.00	\$3,176.00
01010001135	Interest	\$27.69	\$34.53	\$45.08
01010061210	Recorder's Misc	\$4,199.75	\$5,580.75	\$4,065.75
81010001320	RHSP/Housing Surcharge	\$14,868.00	\$17,568.00	\$12,906.00
CK # 18070	To KC Treasurer	\$132,002.94	\$167,976.78	\$121,001.98

County Clerk Debbie Gillette informed the board that the Clerk's Office has begun to accept vote by mail ballot applications with ballots to be ready at the end September or early October. Early voting starts September 29 assuming there are not any problems with who can or cannot be on the ballot.

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 EIGHT MONTHS ENDED 07/31/2016

<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	\$296,597	72.97%	\$336,596	90.97%
State Income Tax	\$2,650,000	\$1,560,676	58.89%	\$1,881,987	78.74%
Local Use Tax	\$470,000	\$537,739	114.41%	\$361,391	80.31%
State Sales Tax	\$545,492	\$261,069	47.86%	\$517,305	62.70%
County Clerk Fees	\$358,000	\$225,600	63.02%	\$229,881	64.21%
Circuit Clerk Fees	\$950,000	\$590,794	62.19%	\$646,091	68.01%
Fines & Foreits/St Atty.	\$475,000	\$250,889	52.82%	\$322,687	64.54%
Building and Zoning	\$59,500	\$41,164	69.18%	\$42,562	77.39%
Interest Income	\$30,000	\$25,359	84.53%	\$10,701	35.67%
Health Insurance - Empl. Ded.	\$1,250,141	\$761,743	60.93%	\$760,716	68.27%
1/4 Cent Sales Tax	\$2,698,000	\$1,845,226	68.39%	\$1,792,247	69.60%
County Real Estate Transf Tax	\$396,420	\$229,356	57.86%	\$220,000	88.00%
Correction Dept. Board & Care	\$766,500	\$370,520	48.34%	\$513,258	57.03%
Sheriff Fees	\$355,000	\$169,484	47.74%	\$221,313	38.49%
TOTALS	\$11,410,513	\$7,166,216	62.80%	\$7,856,734	69.27%
Public Safety Sales Tax	\$4,800,000	\$3,220,849	67.10%	\$3,141,585	73.06%
Transportation Sales Tax	\$4,500,000	\$3,220,849	71.57%	\$3,141,585	73.06%

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

To be on Budget after 8 months the revenue and expense should at 66.64%

Treasurer Jill Ferko stated that revenues are not great; but they do continue to keep coming in. She feels that we should be ok with the income tax; it seems to be a timing issue when we receive the payments. The state sales tax is a bit behind. The second installment of property taxes is due on September 7th. The tax sale date has been set to October 27, 2016.

Clerk of the Court

Circuit Clerk, Robyn Ingemunson said she submitted her report. The Clerk's office signed up with the Comptroller to collect unpaid fines and fees. They sent over \$350,000 of unpaid fees two weeks ago; so far they have retrieved \$500.

State's Attorney

State's Attorney's Office has a prosecutor leave to go back into the military. They are working with law enforcement regarding the bill signed by the Governor dealing with the decriminalization of small amounts of cannabis.

Coroner

Statistics:

2016 Statistics		Stats for Same Period in 2015		Difference
2016 Total Deaths.....	183	Total Deaths.....	179	2%
Autopsies to Date.....	14	Autopsies....	14	
Toxicology Samples.	20	Toxicology Samples..	19	
Cremation Permits....	101	Cremation Permits...	105	-4%

- Deputy Coroner Purcell provided an orientation/training for Oswego Police Department Intern on July 20, 2016.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti informed the board that all of the township books are in; they are in the process of balancing and equalizing them. The publication should occur on September 8, 2016. New construction is at \$25 .9 million.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Petition 16-16

Member Gryder made a motion to approve Petition 16-16 for a request from Chris and Megan Jensen for a Special Use in the A-1 Agricultural District to operate a landscaping business at the property located at 7225 Caton Farm Road in Kendall Township (PIN 05-06-400-004; pt 05-26-400-005). Member Koukol 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 16-12 is available in the office of the County Clerk.

Tanglewood Trails Expenditure

Member Gryder made a motion to approve an expenditure from the Tanglewood Trails escrow account in the amount of \$4,424 for services provided by 4 Seasons Landscaping. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Public Safety

Member Prochaska stated that they met on August 8, 2016.

Administration/HR

Agreement with Current Technologies

Member Cullick made a motion to approve an agreement with Current Technologies to purchase wireless link at an amount not to exceed \$24,891.24. Member Gilmour seconded the motion.

Technology Director Scott Koeppel explained the new equipment that will be installed and the amount of speed the county will now have.

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

A complete copy of IGAM 16-36 is available in the office of the County Clerk.

Highway

Land Exchange – Subat Forest Preserve

Member Koukol made a motion to approve the Intergovernmental Agreement between the County of Kendall and the Kendall County Forest Preserve District regarding the exchange of 1.6 acres of District owned property at Subat Forest Preserve with an appraised value of \$16,100 for 1.9 acres of county owned property adjacent to Hoover Forest Preserve with an appraised value of \$32,000 as part of the Eldamain Road improvement project, including approval of associated temporary construction easements. 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 IGAM16-37 is available in the office of the County Clerk.

Preliminary Engineering Agreement – HR Green

Member Koukol made a motion to approve the supplement to the preliminary engineering agreement between Kendall County and HR Green in the amount of \$344,419.49 to be taken from the Transportation Sales Tax Fund. Member Gilmour seconded the motion.

County Engineer Fran Klaas explained that the costs have come from splitting the project into two projects; this allowed for the county to get \$5 million in Federal money for one of the projects.

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

Facilities

Member Davidson reviewed the minutes in the packet from the August 8, 2016 meeting..

Economic Development

Member Koukol said that they meet on August 26, 2016.

Finance

CLAIMS

Member Davidson moved to approve the claims submitted in the amount of \$405,075.66. Member Gryder seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$109,779.57, B&Z \$1,350.83, CO CLK & RCDR \$121.30, SHRFF \$15,434.00, CRRCTNS \$14,764.66, MERIT \$317.36, EMA \$1,083.65, CRCT CT CLK \$688.10, JURY COMM \$235.58, CRCT CT JDG \$3,310.94, CRNR \$1,209.80, CMB CRT SRV \$440.64, PUB DFNDR \$1,179.50, ST ATTY \$1,281.72, CO TRSR \$269.67, EMPLY HLTH INS \$155.71, PPOST \$130.38, OFF OF ADM SRV \$434.44, GNRL INS & BNDG \$162.00, CO BRD \$626.76, TECH SRV \$3,516.22, PRPRTY TX SRV \$13,860.00, ECON DEV EXP \$565.00, LIABIL INSUR EXPS \$2,951.18, CO HWY \$18,403.52, CO BRDG \$65,020.18, TRANSPRT SALES TX \$51,053.38, HLTH & HMN SRV \$21,735.64, FRST PRSRV \$746.72, ELLIS HS \$839.69, ELLIS GRNDS \$188.71, ELLIS CMPS \$120.00, ELLIS RDNG LSSNS \$1,675.80, HOOVER \$605.67, ENV ED SCHL \$8.53, ENV ED CMPS \$98.79, ENV ED LWS OF NTR \$27.82, GRNDS & NTRL RSRCS \$3,486.03, ANML CNTRL \$103.20, RCDR DOC STRG \$6,058.34, DRG ABS EXP \$576.30, HIDTA \$3,671.88, CMSRY FND \$258.55, CRT SEC FND \$160.73, LAW LBRY \$2,854.00, PRBTN SRV EXP FND \$10,976.84, GIS \$282.89, ENG/CNSLTNG ESCRW \$10,224.00, PUB SFTY EXP \$23,645.50, SHRFF FTA FND \$2,425.63, VAC \$1,895.06, CRNR SPCL FND \$901.25, FP BND PRCD \$2,687.00, CTHS DBT SRV \$475.00

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

Committee of the Whole

Chairman Shaw reviewed the minutes in the packet from the August 11, 2016 meeting.

STANDING COMMITTEE MINUTES APPROVAL

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

BREAK

RECONVENE

SPECIAL COMMITTEE REPORTS

Public Building Commission

Member Wehrli stated that they did not have a meeting; they will be meeting one last time.

VAC

Member Wehrli said that they will meet in September.

Historic Preservation

Member Wehrli said that they did not meet.

Board of Health

Member Wehrli reported that they meet on August 16, 2016.

Juvenile Justice Council

Member Gilmour informed the board that they met on July 29, 2016 and approved amended by-laws, they assigned committees for the next year and officers. Schools supplies will be collected until the end of August. The 5K SKY run had a total collected of \$13,702, after expenses they had a profit of \$8,912. They had 212 people sign up, 20 volunteers; with the money they are giving out grants to schools and other organizations that help with truancy issues. They gave 2 scholarships this year.

CHAIRMAN'S REPORT

Appointments

Mark Luettich – Yorkville-Bristol Sanitary District (reappointment) – 3 year term – expires July 2019

Martin Myre – Big Slough Drainage District (reappointment) – 3 year term – expires July 2019

Kenneth Walker – Public Aid Appeals Committee, Kendall Township Rep (reappointment) – 2 year term – expires September 2018

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

Announcements

Bill Ashton – (Chair) Plan Commission (reappointment) – 3 year term – expires September 2019

Megan Andrews - Farmland Protection Commission (reappointment) – 3 year term - expires September 2019

Bill Ashton - Farmland Protection Commission (reappointment) – 3 year term - expires September 2019

John Church - Farmland Protection Commission (reappointment) – 3 year term - expires September 2019

John A. Shaw - Farmland Protection Commission (reappointment) – 3 year term - expires September 2019

David Stewart - Farmland Protection Commission (reappointment) – 3 year term - expires September 2019

Nels Moe - Big Slough Drainage District (reappointment) – 3 year term - expires September 2019

Frank Carreno III - Public Aid Appeals (Little Rock)(reappointment) – 2 year term - expires September 2018

Jim Detzler - Public Aid Appeals (Oswego Township)(reappointment) – 2 year term - expires September 2018

Bob Walker - Public Aid Appeals (Alternate)(reappointment) – 2 year term - expires September 2018

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 Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Davidson. **Motion carried 8-1.**

Member Purcell was excused at 12:00pm.

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 31st day of August, 2016.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS
Resolution Honoring Judge Leonard Wojtecki

Resolution ____ - ____

WHEREAS, the members of the Kendall County Board are saddened to mourn the death of the Honorable Leonard J. Wojtecki, passed away on Saturday, August 13, 2016; and

WHEREAS, the Hon. Leonard Wojtecki was born on July 6, 1947 in Chicago, Illinois, the son of Leonard and June (Larsen) Wojtecki; and

WHEREAS, was united in marriage to Frances Robertson on August 23, 1969 in Cary, IL; and

WHEREAS, the Hon. Leonard Wojtecki graduated from Marquette University in 1969 and went on to earn his law degree from John Marshall Law School, Chicago, IL in 1976; and

WHEREAS, the Hon. Leonard Wojtecki right out of law school, he joined the Cook County State's Attorney's office as a prosecutor. He then moved to private practice as a trial attorney in Aurora, IL with Truemper, Hollingsworth, and Wojtecki; and

WHEREAS, the Hon. Leonard Wojtecki served as an assistant public defender in Kendall County from 1995 to 2000; and

WHEREAS, the Hon. Leonard Wojtecki was appointed as an associate judge in the 16th Judicial Circuit in August 2000 retiring from the bench in July 2015, spending many years at the Kendall County Circuit Courthouse in Yorkville, IL ; and

WHEREAS, the Hon. Leonard Wojtecki was dearly loved by his family and friends and was highly respected in the legal community in Kendall County; therefore, be it

RESOLVED, BY THE RESIDENTS OF KENDALL COUNTY AS REPRESENTED BY THE KENDALL COUNTY BOARD, that we mourn the passing of the Honorable Leonard J. Wojtecki and extend our sincere condolences to his family, friends, and all who knew and loved him; and be it further

RESOLVED, That the County Administrator create a suitable copy of this resolution to be presented to the family of the Hon. Leonard Wojtecki as an expression of our deepest sympathy.

Approved on September 20, 2016

Attest:

John A. Shaw, County Board Chair

Debbie Gillette, County Clerk and Recorder




Kendall County

Office of the Sheriff



INTEROFFICE MEMORANDUM

TO: COUNTY BOARD

FROM: DWIGHT BAIRD, SHERIFF 

SUBJECT: HIDTA GRANT G16CH0002A MODIFICATION 1

DATE: SEPTEMBER 13, 2016

CC:

Attached is a modification to HIDTA grant G16CH0002A, releasing additional funds in the amount of \$180,000.00. I am requesting the County Board approve the additional grant monies to be released for allowable HIDTA expenditures. The HIDTA Board would then vote to approve expenditures up to the amount of the award by Kendall County for allowable (HIDTA) expenses with the understanding that those expenditures, in the amount up to the grant award, would be reimbursed to Kendall County by the HIDTA Program. The previous amount approved for this grant was \$713,305.00.

If you have any questions please do not hesitate to contact me.

Kendall County Clerk				
Revenue Report		8/1/16-8/31/16	8/1/15-8/31/15	8/1/14-8/31/14
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$ 1,026.50	\$ 918.50	\$ 631.50
	County Clerk Fees - Marriage License	\$ 2,010.00	\$ 1,530.00	\$ 1,950.00
	County Clerk Fees - Civil Union	\$ -	\$ -	\$ -
	County Clerk Fees - Misc	\$ 2,175.00	\$ 1,758.00	\$ 2,234.00
	County Clerk Fees - Recording	\$ 35,447.00	\$ 30,343.00	\$ 22,085.00
01010061205	Total County Clerk Fees	\$ 40,658.50	\$ 34,549.50	\$ 26,900.50
01010001185	County Revenue	\$ 46,097.25	\$ 38,476.50	\$ 21,628.25
38010001320	Doc Storage	\$ 20,551.50	\$ 18,559.50	\$ 13,488.50
51010001320	GIS Mapping	\$ 34,552.00	\$ 31,234.00	\$ 22,756.00
37010001320	GIS Recording	\$ 4,312.00	\$ 3,898.00	\$ 2,840.00
01010001135	Interest	\$ 32.99	\$ 30.90	\$ 30.21
01010061210	Recorder's Misc	\$ 2,146.50	\$ 5,186.50	\$ 3,760.00
81010001320	RHSP/Housing Surcharge	\$ 18,477.00	\$ 16,533.00	\$ 11,367.00
CK # 18084	To KC Treasurer	\$ 166,827.74	\$ 148,467.90	\$ 102,770.46
Death Certificate Surcharge sent from Clerk's office \$824.00 ck # 18083				
Dom Viol Fund sent from Clerk's office \$335.00 ck 18082				

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 NINE MONTHS ENDED 08/31/2016

<u>REVENUES*</u>	Annual <u>Budget</u>	2016 YTD <u>Actual</u>	2016 YTD <u>%</u>	2015 YTD <u>Actual</u>	2015 YTD <u>%</u>
Personal Property Repl. Tax	\$406,460	\$304,411	74.89%	\$345,605	93.41%
State Income Tax	\$2,650,000	\$1,724,177	65.06%	\$2,068,665	86.56%
Local Use Tax	\$470,000	\$585,741	124.63%	\$405,525	90.12%
State Sales Tax	\$545,492	\$299,422	54.89%	\$550,880	66.77%
County Clerk Fees	\$358,000	\$258,146	72.11%	\$267,799	74.80%
Circuit Clerk Fees	\$950,000	\$656,264	69.08%	\$646,091	68.01%
Fines & Foreits/St Atty.	\$475,000	\$282,144	59.40%	\$322,687	64.54%
Building and Zoning	\$59,500	\$47,156	79.25%	\$54,318	98.75%
Interest Income	\$30,000	\$29,838	99.46%	\$12,213	40.71%
Health Insurance - Empl. Ded.	\$1,250,141	\$856,361	68.50%	\$838,960	75.29%
1/4 Cent Sales Tax	\$2,698,000	\$2,093,243	77.58%	\$2,042,466	79.32%
County Real Estate Transf Tax	\$396,420	\$261,893	66.06%	\$269,751	107.90%
Correction Dept. Board & Care	\$766,500	\$375,080	48.93%	\$590,038	65.56%
Sheriff Fees	\$355,000	\$190,538	53.67%	\$247,687	43.08%
TOTALS	\$11,410,513	\$7,964,413	69.80%	\$8,662,679	76.37%
Public Safety Sales Tax	\$4,800,000	\$3,657,232	76.19%	\$3,574,059	83.12%
Transportation Sales Tax	\$4,500,000	\$3,657,232	81.27%	\$3,574,059	83.12%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 9 months the revenue and expense should at 75.00%

EXPENDITURES

All General Fund Offices/Categories

\$28,159,719	\$19,422,381	68.97%	\$18,695,589	69.30%
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KENDALL COUNTY CORONER

August 2016 Monthly Report

CASE						
DATE	NUMBER	TIME	NATURE	POST	TOX	LOCATION
Monday, August 01, 2016	1608184 *	11:06 PM	Natural	N	N	Residence
Wednesday, August 03, 2016	1608185 *	11:30 PM	Natural	N	N	Assisted Living
Friday, August 05, 2016	1608186	11:14 AM	Natural	N	N	Residence
Saturday, August 06, 2016	1608187 *	11:09 AM	Natural	N	N	Nursing Home
Saturday, August 06, 2016	1608188 *	1:20 PM	Natural	N	N	Residence
Monday, August 08, 2016	1608189 *	11:48 PM	Natural	N	N	Nursing Home
Wednesday, August 10, 2016	1608190 *	11:55 PM	Natural	N	N	Nursing Home
Thursday, August 11, 2016	1608191 *	1:37 AM	Natural	N	N	Residence
Friday, August 12, 2016	1608192 *	8:10 AM	Natural	N	N	Nursing Home
Friday, August 12, 2016	1608193	12:18 PM	Accident	N	N	Residence
Saturday, August 13, 2016	1608194 *	4:49 PM	Natural	Y	Y	Residence
Tuesday, August 16, 2016	1608195	9:57 AM	Natural	N	N	Residence
Sunday, August 14, 2016	1608196 *	1:00 PM	Natural	N	N	Residence
Friday, August 19, 2016	1608197 *	1:30 AM	Natural	N	N	Residence
Saturday, August 20, 2016	1608198 *	12:54 AM	Natural	N	N	Residence
Sunday, August 21, 2016	1608199 *	7:57 AM	Natural	N	N	Residence
Monday, August 22, 2016	1608200 *	11:22 PM	Natural	N	N	Nursing Home
Tuesday, August 23, 2016	1608201 *	1:45 AM	Natural	N	N	Assisted Living
Wednesday, August 24, 2016	1608202 *	7:05 AM	Natural	N	N	Residence
Thursday, August 25, 2016	1608203 *	7:24 PM	Natural	N	N	Residence
Friday, August 26, 2016	1608204 *	6:39 AM	Natural	N	N	Residence
Saturday, August 27, 2016	1608205 *	10:35 AM	Suicide	N	Y	Residence
Saturday, August 27, 2016	1608206 *	9:11 PM	Natural	N	N	Nursing Home
Monday, August 29, 2016	1608207 *	1:02 AM	Natural	N	N	Residence
Wednesday, August 24, 2016	1608208 *	12:15 AM	Natural	N	N	Residence
Monday, August 29, 2016	1608209 *	9:27 PM	Suicide	N	Y	Residence
Monday, August 29, 2016	1608210 *	11:50 PM	Natural	N	N	Residence
Tuesday, August 30, 2016	1608211 *	8:45 AM	Natural	N	N	Residence
Tuesday, August 30, 2016	1608212 *	8:26 AM	Natural	N	N	Residence
Tuesday, August 30, 2016	1608213 *	12:06 AM	Natural	N	N	Residence
Monday, August 29, 2016	1608214 *	6:00 PM	Natural	N	N	Residence

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours 90%

Statistics:

FY 2016 Statistics		Stats for Same Period in FY 2015		Difference
2016 Total Deaths.....	214	Total Deaths.....	197	9%
Autopsies to Date.....	15	Autopsies....	15	
Toxicology Samples..	23	Toxicology Samples..	20	
Cremation Permits....	121	Cremation Permits...	118	3%

Coroner's Office Personnel Update:

* Coroner Toftoy attended the IL Coroner's & Medical Examiner's Annual Conference on August 22-24.

ORDINANCE # 2016-_____

**APPROVING A PLAT OF VACATION FOR LOTS 3 AND 4 IN THE BRIGHTON
OAKS SUBDIVISION**

WHEREAS, Scott and Melinda Lasky has filed a petition for a plat of vacation for lots 3 and 4 in the Brighton Oaks Subdivision. The property is located on the north side of Brighton Oaks Drive (PIN #05-18-250-016), in Kendall Township, and;

WHEREAS, said petition is to vacate that portion of the 5' wide public utility easement on the east property line of lot 4 and the 5' wide public utility easement on the west property line of lot 3, and;

WHEREAS, the 5' public utility easement on the north of lot 4 will extend across lot 4 and end at lot 3 as shown on the original subdivision plat, and;

WHEREAS, said property is legally described as:

LOT 3 AND 4 IN BRIGHTON OAKS - IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 200300035615 ON October 2, 2003

WHEREAS, the Preliminary & Final Plat for Brighton Oaks was approved on February 18, 2003 as Ordinance number 03-02A; and

WHEREAS, to effect the revised plat a Plat of Vacation needs to be approved by the County Board; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby approves a Plat of Vacation for said tracts of land described above; and

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 20th day of September, 2016.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
John Shaw

**PLAT OF VACATION OF EASEMENT
PART OF LOTS 3 AND 4 BRIGHTON OAKS ESTATES
KENDALL TOWNSHIP KENDALL COUNTY ILLINOIS**



SCALE
1"=40'

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

LEGAL DESCRIPTION OF EASEMENT TO BE VACATED:

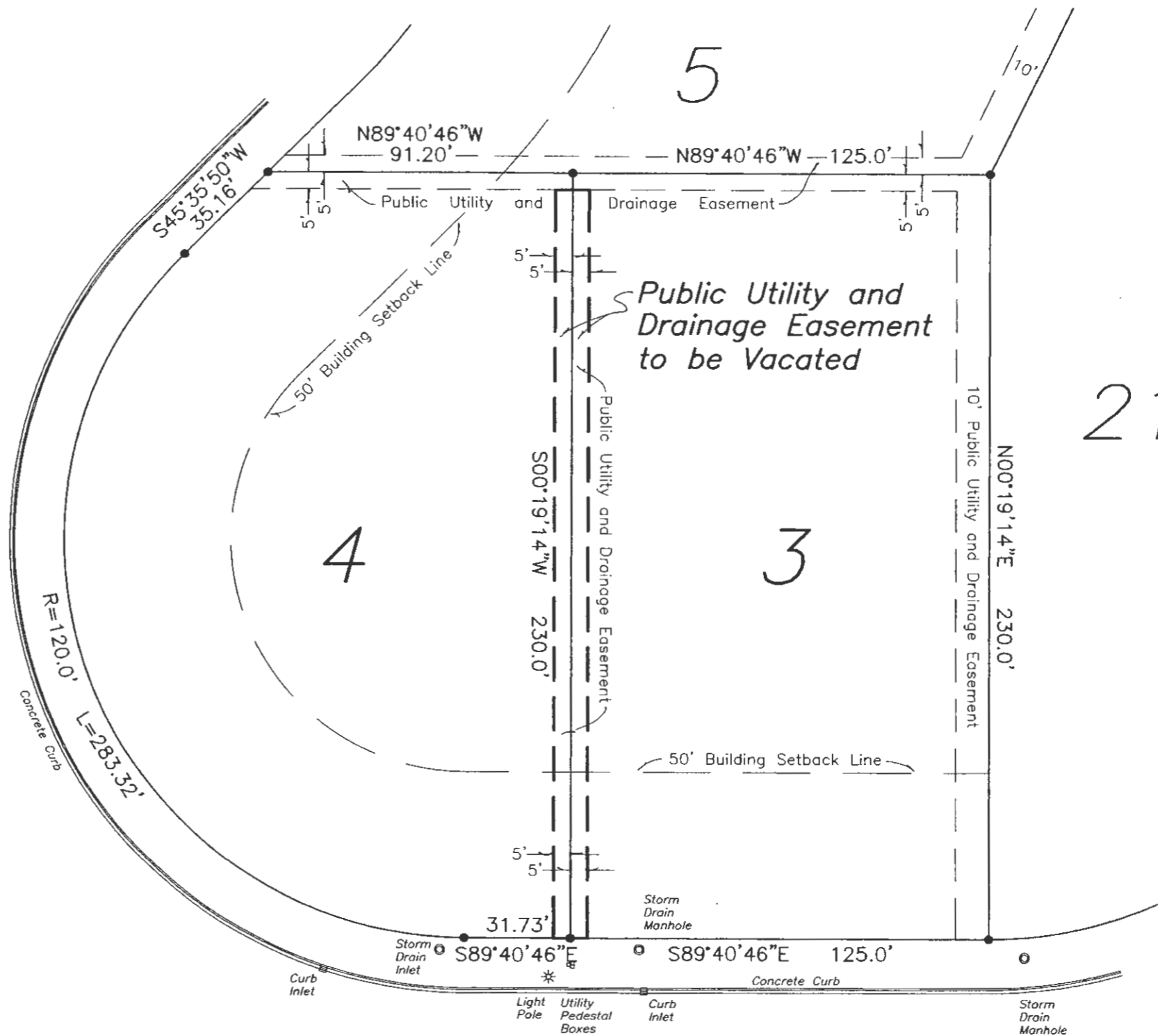
The Westerly 5.0 feet of Lot 3 (except the Northerly 5.0 feet thereof) and the Easterly 5.0 feet of Lot 4 (except the Northerly 5.0 feet thereof) all in Brighton Oaks Estates, according to the Plat thereof recorded October 2, 2003 as Document 200300035615.

State of Illinois)
) SS
County of Kendall)

I, Phillip D. Young, an Illinois Professional Land Surveyor and an officer of Phillip D. Young and Associates, Inc., state that I have surveyed and located the visible improvements on the above described tract as shown by the plat hereon drawn which is a representation of said survey. Field work was completed November 24, 2014. This professional service conforms to the current Illinois minimum standard for a boundary survey.

Dated June 16, 2016 at Yarkville, Illinois

Phillip D. Young
Illinois Professional Land Surveyor No. 2678
(Expires 11/30/16)



Brighton Oaks Drive

JOB NO. 16123
JOB NAME LASKY
DWG FILE 16123

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

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

RESOLUTION 2016-_____

**A RESOLUTION ADOPTING AN AMENDMENT TO THE KENDALL COUNTY LAND
RESOURCE MANAGEMENT PLAN TO UPDATE THE FUTURE LAND USE PLAN IN
OSWEGO TOWNSHIP**

WHEREAS, the Kendall County Land Resource Management Plan has adopted a Policy Framework, Planning Goals & Objectives, Management Goals & Objectives, and Land Resource and Management Area Policies for the County; and

WHEREAS, the Kendall County Planning, Building, and Zoning Department was approached by a property owner located at the northwest corner of State Route 31 and Light Road regarding a proposed expansion of an existing indoor self-service storage facility; and

WHEREAS, the existing facility is zoned as B-2 (General Business) and the parcel immediately to the south of the existing facility, where the expansion is proposed is zoned as B-1 (Local Shopping); and

WHEREAS, the Future Land Use Plan contained in the LRMP provides guidance for Suburban Residential development on the property of the existing and proposed self-service storage facility; and

WHEREAS, the Kendall County Regional Plan Commission conducted a public hearing on August 24, 2016 on the proposed change to show commercial use on the Future Land Use Plan as consistent with the existing zoning classifications and land uses in the immediate vicinity and has recommended adoption of the proposed updates to the Kendall County LRMP by the County Board

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:

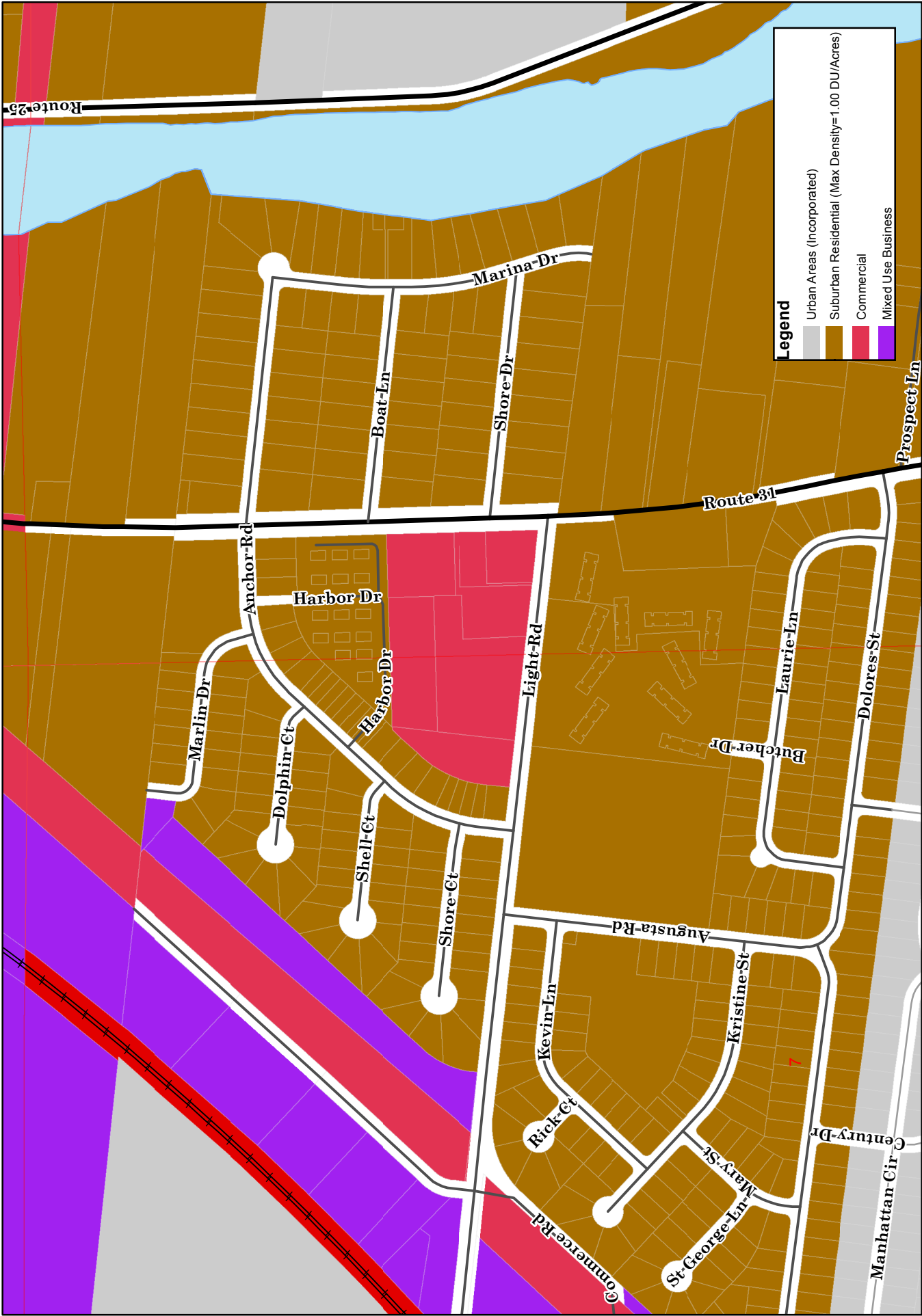
The revisions to the Future Land Use Plan of the Land Resource Management Plan, attached hereto as Group Exhibit "A", are hereby adopted as an amendment to the Kendall County Land Resource Management Plan.

ADOPTED BY THE COUNTY BOARD THIS 20th DAY OF SEPTEMBER, 2016.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
John Shaw



Legend

- Urban Areas (Incorporated)
- Suburban Residential (Max Density=1.00 DU/Acre)
- Commercial
- Mixed Use Business

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**03-07-278-009, 03-07-278-010, 03-07-278-011,
03-08-151-001, 03-08-151-002, 03-08-151-003, 03-08-151-004**
Oswego Township
Kendall County Illinois

0 265 530 1,060 Feet

Kendall County GIS
 111 West Fox Street, Room 208
 Yorkville, Illinois 60560
 618.242.2400

ORDINANCE NUMBER 2016-_____

MAP AMENDMENT FOR 3.1 ACRES

Rezone from B-1 to B-2

WHEREAS, the request is for a map amendment from B-1 to B-2, for part of property located on the north side of Light Road, just west of Illinois Route 31 in Section 7 of Oswego Township; and

WHEREAS, said property is identified with the tax identification number 03-07-278-011 and the part for rezoning is legally described below; and

That part of Lot 2 of the Resubdivision of part of Lot 5, of Unit Two, Marina Terrace (except those parts described as follows): commencing at the Southeast corner of Lot 5 in Unit Two, Marina Terrace; thence North 83 degrees, 39 minutes, 05 seconds West, along the Southerly line of Lot 5, 212.12 feet for a point of beginning; thence North 01 degree, 46 minutes, 00 seconds West, 272.52 feet; thence North 88 degrees, 14 minutes, 00 seconds, East 210.00 feet to a point on the East line of Lot 5; thence South 01 degree 46 minutes, 00 seconds East along said East line, 102.49 feet; thence South 88 degrees, 14 minutes, 00 seconds West, 200.00 feet; thence South 01 degree, 46 minutes, 00 seconds East, 171.48 feet to the Southerly line of Lot 5; thence North 83 degrees, 39 minutes 05 seconds West along said Southerly line, 10.10 feet to the point of beginning, in the Township of Oswego, Kendall County, Illinois and excepting that part of Lot 2 of the Resubdivision of part of Lot 5 of Unit Two, Marina Terrace, describe as follows: commencing at the Southwest corner of said Lot 2; thence South 83 degrees, 39 minutes, 05 seconds East along the most Southerly line of said lot, 389.46 feet for the point of beginning, thence North 01 degree, 46 minutes, 00 seconds West, 239.6 feet; thence North 88 degrees, 14 minutes, 00 seconds East 168 feet; thence North 01 degree, 46 minutes, 00 seconds West 24 feet; thence North 88 degrees, 14 minutes, 00 seconds East 245 feet to the most Easterly line of said lot; thence South 01 degree, 46 minutes, 00 seconds East along said Easterly line 20 feet; thence South 88 degrees, 14 minutes, 00 seconds West 210 feet; thence South 01 degree, 46 minutes, 00 seconds East 272.52 feet to a point on said Southerly line which is 10.10 feet West of the most Southerly Southeast corner thereof; thence North 83 degrees, 39 minutes, 05 seconds West along said Southerly line 205.09 feet to the point of beginning; in the Township of Oswego, Kendall County, Illinois and excepting that part of Lot 2, in the Resubdivision of part of Lot 5 of Unit Two, Marina Terrace, bounded by a line described as follows; beginning at the Northeast corner of Lot 1 (being also the most Northerly Northwest corner of said Lot 2), thence North 88 degrees, 14 minutes, 00 seconds East, along the North line of Lot 2, aforesaid, 230 feet to its most Northerly Northeast corner; thence South 01 degree, 46 minutes, 00 seconds East, along the East line thereof; 255 feet, thence South 88 degrees, 14 minutes, 00 seconds West, 245 feet; thence North 01 degree, 46 minutes, 00 seconds West, 84 feet to a point in the South line of said Lot 1; thence North 88 degrees, 14 minutes, 00 seconds East, along said South line, 15 feet to the Southeast corner of said Lot 1; thence South 01 degree, 46 minutes, 00 seconds East, along the West line of Lot 6 Unit Two in said Marina Terrace, 69 feet to the Southwest corner of said Lot 6, thence North 88 degrees, 14 minutes, 00 seconds East, along the South line of said lot, 200 feet, to the Southeast corner thereof; thence North 01 degree, 46 minutes, 00 seconds West, along the East line of said Lot 6, a distance of 200 feet to its Northeast corner; thence South 88 degrees, 14 minutes, 00 seconds West along the North line of said lot, 200 feet to the Northwest corner thereof; thence North 01 degree, 46 minutes, 00 seconds West, along the East line of Lot 1, aforesaid, 40 feet to the place of beginning in Oswego Township, Kendall County, Illinois.

WHEREAS, the petitioner desires to rezone the western portion of the 3.1-acre property to B-2 (General Business District) to match the existing zoning on the eastern portion of the parcel; and

WHEREAS, the proposed rezoning is consistent with the Future Land Use Plan contained in the Kendall County Land Resource Management Plan; and

WHEREAS, all 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 13.07.F of the Zoning Ordinance, and recommendation for approval by the Zoning Board of Appeals on August 29, 2016; and

WHEREAS, the findings of fact were approved as follows:

*Existing uses of property within the general area of the property in question. **The existing uses of property within the area of this property are commercial and service oriented.***

*The Zoning classification of property within the general area of the property in question. **The zoning classifications within the general area consist of B-1 (Local Shopping), B-2 (General Business) and B-3 (Highway Commercial).***

*The suitability of the property in question for the uses permitted under the existing zoning classification. **The property will be developed in a manner that will require stormwater management facilities and will have ample space to provide for this requirement as well as being able to provide landscape buffering.***

*The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. **The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in that area is commercial with existing commercial zoning districts.***

*Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **The rezoning to B-2 will be consistent with the proposed change to the County's Land Use Plan in the area as commercial.***

WHEREAS, the Kendall County Board finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants a zoning map amendment from B-1 to B-2 on the tract of land located and depicted on the drawing attached as "Exhibit A" hereto and incorporated herein.

IN WITNESS OF, this ordinance has been enacted on September 20, 2016.

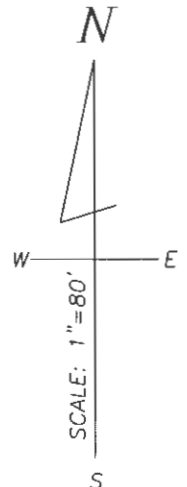
Attest:

Kendall County Clerk
Debbie Gillette

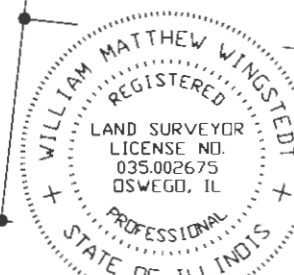
Kendall County Board Chairman
John Shaw

PLAT OF SURVEY

That part of Lot 2 of the Resubdivision of part of Lot 5 of Unit Two, Marina Terrace (except those parts described as follows): commencing at the Southeast corner of Lot 5 in Unit Two, Marina Terrace; thence North 83 degrees, 39 minutes, 05 seconds West, along the Southerly line of Lot 5, 212.12 feet for a point of beginning; thence North 01 degree, 46 minutes, 0 seconds West 272.52 feet; thence North 88 degrees, 14 minutes, 0 seconds East 210.00 feet to a point on the East line of Lot 5; thence South 01 degree, 46 minutes, 0 seconds East along said East line, 102.49 feet; thence South 88 degrees, 14 minutes, 0 seconds West, 200.00 feet; thence South 01 degree, 46 minutes, 0 seconds East, 171.48 feet to the Southerly line of Lot 5; thence North 83 degrees, 39 minutes, 05 seconds West along said Southerly line, 10.10 feet to the point of beginning, in the Township of Oswego, Kendall County, Illinois and excepting that part of Lot 2 of the Resubdivision of part of Lot 5 of Unit Two, Marina Terrace, bounded by a line described as follows: commencing at the Southwest corner of said Lot 2; thence South 83 degrees, 39 minutes, 05 seconds East along the most Southerly line of said lot, 389.46 feet for the point of beginning, thence North 01 degree, 46 minutes, 00 seconds West 239.6 feet; thence North 88 degrees, 14 minutes, 00 seconds East 168 feet; thence North 01 degree, 46 minutes, 00 seconds West 24 feet; thence North 88 degrees, 14 minutes, 00 seconds East 245 feet to the most Easterly line of said lot; thence South 01 degree, 46 minutes, 00 seconds East along said Easterly line 20 feet; thence South 88 degrees, 14 minutes, 00 seconds West 210 feet; thence South 01 degree, 46 minutes, 00 seconds East 272.52 feet to a point on said Southerly line which is 10.10 feet West of the most Southerly Southeast corner thereof; thence North 83 degrees, 39 minutes, 05 seconds West along said Southerly line 205.09 feet to the point of beginning; in the Township of Oswego, Kendall County, Illinois and excepting that part of Lot 2, in the Resubdivision of part of Lot 5 of Unit Two, Marina Terrace, bounded by a line described as follows: beginning at the Northeast corner of Lot 1 (being also the most Northerly Northwest corner of said Lot 2), thence North 88 degrees, 14 minutes, 00 seconds East, along the North line of Lot 2, aforesaid, 230 feet to its most Northerly Northeast corner; thence South 01 degree, 46 minutes, 00 seconds East, along the East line thereof; 255 feet; thence South 88 degrees, 14 minutes, 00 seconds West, 245 feet; thence North 01 degree, 46 minutes, 00 seconds West, 84 feet to a point in the South line of said Lot 1; thence North 88 degrees, 14 minutes, 00 seconds East, along said South line; 15 feet to the Southeast corner of said Lot 1; thence South 01 degree, 46 minutes, 00 seconds East, along the West line of Lot 6 Unit Two in said Marina Terrace, 69 feet to the Southwest corner of said Lot 6, thence North 88 degrees, 14 minutes, 00 seconds East, along the South line of said lot, 200 feet to the Southeast corner thereof; thence North 01 degree, 46 minutes, 00 seconds West, along the East line of said Lot 6, a distance of 200 feet to its Northeast corner; thence South 88 degrees, 14 minutes, 00 seconds West along the North line of said lot, 200 feet to the Northwest corner thereof; thence North 01 degree, 46 minutes, 00 seconds West, along the East line of Lot 1, aforesaid, 40 feet to the place of beginning in Oswego Township, Kendall County, Illinois.



ANGHOR ROAD



STATE OF ILLINOIS } s. s.
COUNTY OF KENDALL }

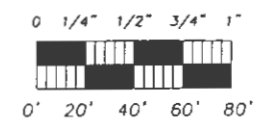
THIS IS TO CERTIFY THAT I, AN ILLINOIS LAND SURVEYOR, HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL AT OSWEGO, ILLINOIS, THIS 19th DAY OF JULY, A.D., 2016.

ILLINOIS LAND SURVEYOR NO. 2675
(LICENSE SUBJECT TO RENEWAL AND EXPIRES 11/30/2016)
REFER TO DEED OR GUARANTEE POLICY FOR RESTRICTIONS NOT SHOWN ON SURVEY.
ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
LINE DIRECTIONS AND BEARINGS, WHERE SHOWN, ARE BASED ON A RECORD DATUM LINE.
PLEASE COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY APPARENT DISCREPANCIES

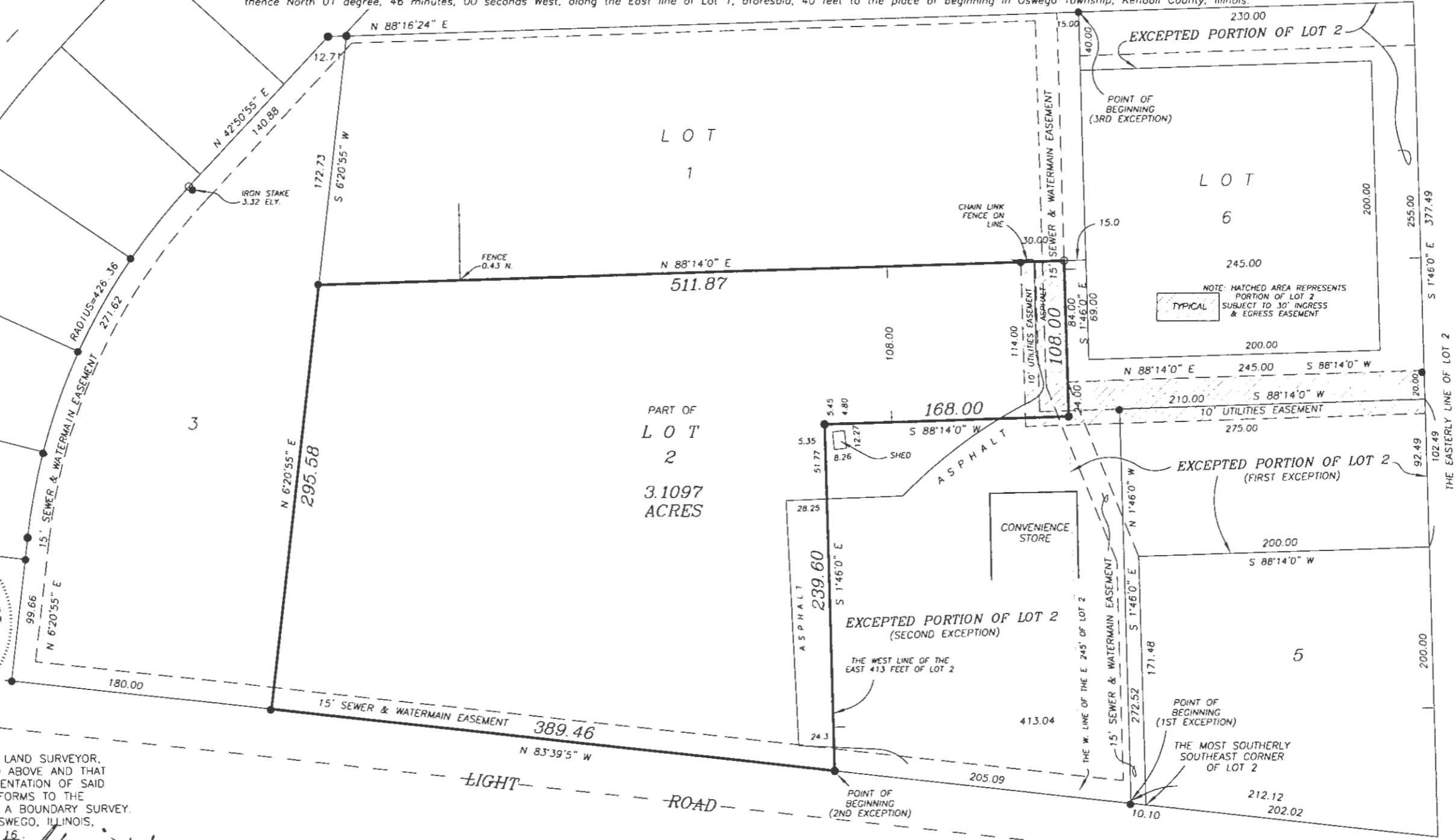
ORDERED BY: ROBERT SCHNEIDER ORDER NO. 16 G 72 FILE NO. 16575

WILLIAM M. WINGSTEDT
ILLINOIS PROFESSIONAL LAND SURVEYOR
329 WHITE PINES CT., OSWEGO, ILLINOIS 60543
PHONE: (630) 554-8209 FAX (630) 551-1207

LOT 2 LIGHT ROAD.DWG
● = found iron stake
○ = set iron stake



FIELD WORK COMPLETED, BUILDINGS AND OTHER IMPROVEMENTS LOCATED AS SHOWN ON THE 19th OF JULY, A.D., 2016.



ILLINOIS ROUTE - 31

ORDINANCE NUMBER 2016 - ____

**GRANTING SPECIAL USE FOR THE PROPERTY AT
1317 ROUTE 31 IN OSWEGO TOWNSHIP**

WHEREAS, Robert Schneider on behalf of Star-Mor, Inc. has filed a petition for a Special Use within the B-2 General Business District for a 3.1-acre property located on the north side of Light Road west of Illinois Route 31, commonly known as 1317 Route 31 (PIN# 03-07-278-011), in Oswego Township; and

WHEREAS, said property is legally described as:

That part of Lot 2 of the Resubdivision of part of Lot 5, of Unit Two, Marina Terrace (except those parts described as follows): commencing at the Southeast corner of Lot 5 in Unit Two, Marina Terrace; thence North 83 degrees, 39 minutes, 05 seconds West, along the Southerly line of Lot 5, 212.12 feet for a point of beginning; thence North 01 degree, 46 minutes, 00 seconds West, 272.52 feet; thence North 88 degrees, 14 minutes, 00 seconds, East 210.00 feet to a point on the East line of Lot 5; thence South 01 degree 46 minutes, 00 seconds East along said East line, 102.49 feet; thence South 88 degrees, 14 minutes, 00 seconds West, 200.00 feet; thence South 01 degree, 46 minutes, 00 seconds East, 171.48 feet to the Southerly line of Lot 5; thence North 83 degrees, 39 minutes 05 seconds West along said Southerly line, 10.10 feet to the point of beginning, in the Township of Oswego, Kendall County, Illinois and excepting that part of Lot 2 of the Resubdivision of part of Lot 5 of Unit Two, Marina Terrace, describe as follows: commencing at the Southwest corner of said Lot 2; thence South 83 degrees, 39 minutes, 05 seconds East along the most Southerly line of said lot, 389.46 feet for the point of beginning, thence North 01 degree, 46 minutes, 00 seconds West, 239.6 feet; thence North 88 degrees, 14 minutes, 00 seconds East 168 feet; thence North 01 degree, 46 minutes, 00 seconds West 24 feet; thence North 88 degrees, 14 minutes, 00 seconds East 245 feet to the most Easterly line of said lot; thence South 01 degree, 46 minutes, 00 seconds East along said Easterly line 20 feet; thence South 88 degrees, 14 minutes, 00 seconds West 210 feet; thence South 01 degree, 46 minutes, 00 seconds East 272.52 feet to a point on said Southerly line which is 10.10 feet West of the most Southerly Southeast corner thereof; thence North 83 degrees, 39 minutes, 05 seconds West along said Southerly line 205.09 feet to the point of beginning; in the Township of Oswego, Kendall County, Illinois and excepting that part of Lot 2, in the Resubdivision of part of Lot 5 of Unit Two, Marina Terrace, bounded by a line described as follows; beginning at the Northeast corner of Lot 1 (being also the most Northerly Northwest corner of said Lot 2), thence North 88 degrees, 14 minutes, 00 seconds East, along the North line of Lot 2, aforesaid, 230 feet to its most Northerly Northeast corner; thence South 01 degree, 46 minutes, 00 seconds East, along the East line thereof; 255 feet, thence South 88 degrees, 14 minutes, 00 seconds West, 245 feet; thence North 01 degree, 46 minutes, 00 seconds West, 84 feet to a point in the South line of said Lot 1; thence North 88 degrees, 14 minutes, 00 seconds East, along said South line, 15 feet to the Southeast corner of said Lot 1; thence South 01 degree, 46 minutes, 00 seconds East, along the West line of Lot 6 Unit Two in said Marina Terrace, 69 feet to the Southwest corner of said Lot 6, thence North 88 degrees, 14 minutes, 00 seconds East, along the South line of said lot, 200 feet, to the Southeast corner thereof; thence North 01 degree, 46 minutes, 00 seconds West, along the East line of said Lot 6, a distance of 200 feet to its Northeast corner; thence South 88 degrees, 14 minutes, 00 seconds West along the North line of said lot, 200 feet to the Northwest corner thereof; thence North 01 degree, 46 minutes,

00 seconds West, along the East line of Lot 1, aforesaid, 40 feet to the place of beginning in Oswego Township, Kendall County, Illinois.

WHEREAS, said property was recently rezoned to B-2 General Business; and

WHEREAS, said petition is to obtain a B-2 Special Use Permit to operate an enclosed self-service storage facility and an outdoor storage facility; 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 recommendation for approval by the Special Use Hearing Officer on August 29, 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. **True. The petitioner has submitted a site plan indicating that measures will be taken to ensure that the use will not have a negative impact on public health, safety, morals, comfort, or general welfare including fencing and appropriate landscape screening.***

*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. **True. Adequate landscaping screening will be provided to effectively screen the proposed use from adjacent residential properties. The only lighting being added to the property is security lighting on the structures and will comply with the provisions of Section 11.02.F.12 of the Zoning Ordinance to ensure adjacent properties are not impacted by any glare.***

*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 submitted stormwater detention plans for review for approval of a stormwater management permit. The Oswego Fire Protection District has begun to review the site plan.***

*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 petitioners have 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 proposed change to the LRMP to include commercial in the area.***

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.

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use permit for the operation of an enclosed self-service storage facility and an outdoor storage facility in accordance to the submitted Site Plan included as “Exhibit A” attached hereto and incorporated herein subject to the following conditions:

1. The property will be developed in accordance with the site plan.
2. A building permit shall be secured prior to construction of the proposed storage building.
3. A stormwater management permit shall be secured prior to the development of the property.
4. The outdoor storage and expansion of the enclosed self-service storage facility shall be effectively screened from adjacent properties consistent with the attached landscape plan (“Exhibit B”).
5. Office hours of operation shall be limited to 8:00am to 5:00pm and gate hours of operation shall be limited to 7:00am to 7:00pm.
6. No more than twenty-nine (29) vehicles may be stored on site at a time.
7. All vehicles stored on site shall be located within a designated stall.
8. All lighting shall comply with Section 11 of the Kendall County Zoning Ordinance.

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 20th day of August, 2016.

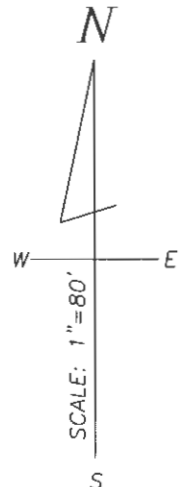
Attest:

John A. Shaw
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk

PLAT OF SURVEY

That part of Lot 2 of the Resubdivision of part of Lot 5 of Unit Two, Marina Terrace (except those parts described as follows): commencing at the Southeast corner of Lot 5 in Unit Two, Marina Terrace; thence North 83 degrees, 39 minutes, 05 seconds West, along the Southerly line of Lot 5, 212.12 feet for a point of beginning; thence North 01 degree, 46 minutes, 0 seconds West 272.52 feet; thence North 88 degrees, 14 minutes, 0 seconds East 210.00 feet to a point on the East line of Lot 5; thence South 01 degree, 46 minutes, 0 seconds East along said East line, 102.49 feet; thence South 88 degrees, 14 minutes, 0 seconds West, 200.00 feet; thence South 01 degree, 46 minutes, 0 seconds East, 171.48 feet to the Southerly line of Lot 5; thence North 83 degrees, 39 minutes, 05 seconds West along said Southerly line, 10.10 feet to the point of beginning, in the Township of Oswego, Kendall County, Illinois and excepting that part of Lot 2 of the Resubdivision of part of Lot 5 of Unit Two, Marina Terrace, bounded by a line described as follows: commencing at the Southwest corner of said Lot 2; thence South 83 degrees, 39 minutes, 05 seconds East along the most Southerly line of said lot, 389.46 feet for the point of beginning, thence North 01 degree, 46 minutes, 00 seconds West 239.6 feet; thence North 88 degrees, 14 minutes, 00 seconds East 168 feet; thence North 01 degree, 46 minutes, 00 seconds West 24 feet; thence North 88 degrees, 14 minutes, 00 seconds East 245 feet to the most Easterly line of said lot; thence South 01 degree, 46 minutes, 00 seconds East along said Easterly line 20 feet; thence South 88 degrees, 14 minutes, 00 seconds West 210 feet; thence South 01 degree, 46 minutes, 00 seconds East 272.52 feet to a point on said Southerly line which is 10.10 feet West of the most Southerly Southeast corner thereof; thence North 83 degrees, 39 minutes, 05 seconds West along said Southerly line 205.09 feet to the point of beginning; in the Township of Oswego, Kendall County, Illinois and excepting that part of Lot 2, in the Resubdivision of part of Lot 5 of Unit Two, Marina Terrace, bounded by a line described as follows: beginning at the Northeast corner of Lot 1 (being also the most Northerly Northwest corner of said Lot 2), thence North 88 degrees, 14 minutes, 00 seconds East, along the North line of Lot 2, aforesaid, 230 feet to its most Northerly Northeast corner; thence South 01 degree, 46 minutes, 00 seconds East, along the East line thereof; 255 feet; thence South 88 degrees, 14 minutes, 00 seconds West, 245 feet; thence North 01 degree, 46 minutes, 00 seconds West, 84 feet to a point in the South line of said Lot 1; thence North 88 degrees, 14 minutes, 00 seconds East, along said South line; 15 feet to the Southeast corner of said Lot 1; thence South 01 degree, 46 minutes, 00 seconds East, along the West line of Lot 6 Unit Two in said Marina Terrace, 69 feet to the Southwest corner of said Lot 6, thence North 88 degrees, 14 minutes, 00 seconds East, along the South line of said lot, 200 feet to the Southeast corner thereof; thence North 01 degree, 46 minutes, 00 seconds West, along the East line of said Lot 6, a distance of 200 feet to its Northeast corner; thence South 88 degrees, 14 minutes, 00 seconds West along the North line of said lot, 200 feet to the Northwest corner thereof; thence North 01 degree, 46 minutes, 00 seconds West, along the East line of Lot 1, aforesaid, 40 feet to the place of beginning in Oswego Township, Kendall County, Illinois.



ANGHOR ROAD



STATE OF ILLINOIS } s. s.
COUNTY OF KENDALL }

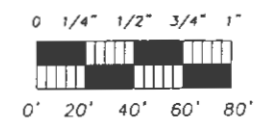
THIS IS TO CERTIFY THAT I, AN ILLINOIS LAND SURVEYOR, HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL AT OSWEGO, ILLINOIS, THIS 19th DAY OF JULY, A.D., 2016.

ILLINOIS LAND SURVEYOR NO. 2675
(LICENSE SUBJECT TO RENEWAL AND EXPIRES 11/30/2016)
REFER TO DEED OR GUARANTEE POLICY FOR RESTRICTIONS NOT SHOWN ON SURVEY.
ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
LINE DIRECTIONS AND BEARINGS, WHERE SHOWN, ARE BASED ON A RECORD DATUM LINE.
PLEASE COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY APPARENT DISCREPANCIES

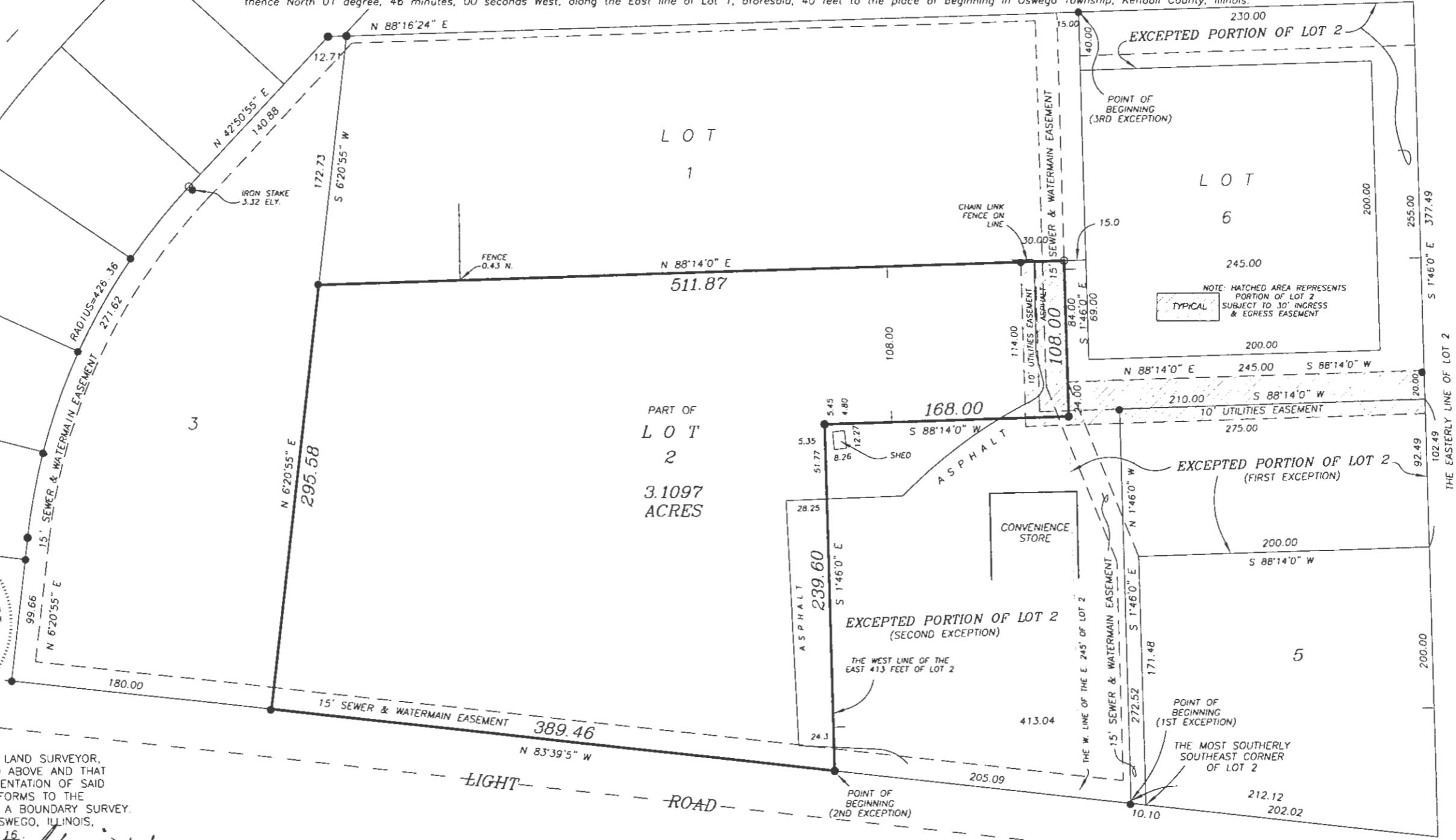
ORDERED BY: ROBERT SCHNEIDER ORDER NO. 16 G 72 FILE NO. 16575

WILLIAM M. WINGSTEDT
ILLINOIS PROFESSIONAL LAND SURVEYOR
329 WHITE PINES CT., OSWEGO, ILLINOIS 60543
PHONE: (630) 554-8209 FAX (630) 551-1207

LOT 2 LIGHT ROAD.DWG
● = found iron stake
○ = set iron stake



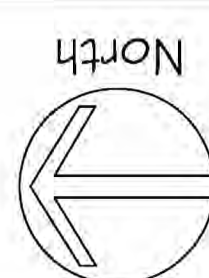
FIELD WORK COMPLETED, BUILDINGS AND OTHER IMPROVEMENTS LOCATED AS SHOWN ON THE 19th OF JULY, A.D., 2016.



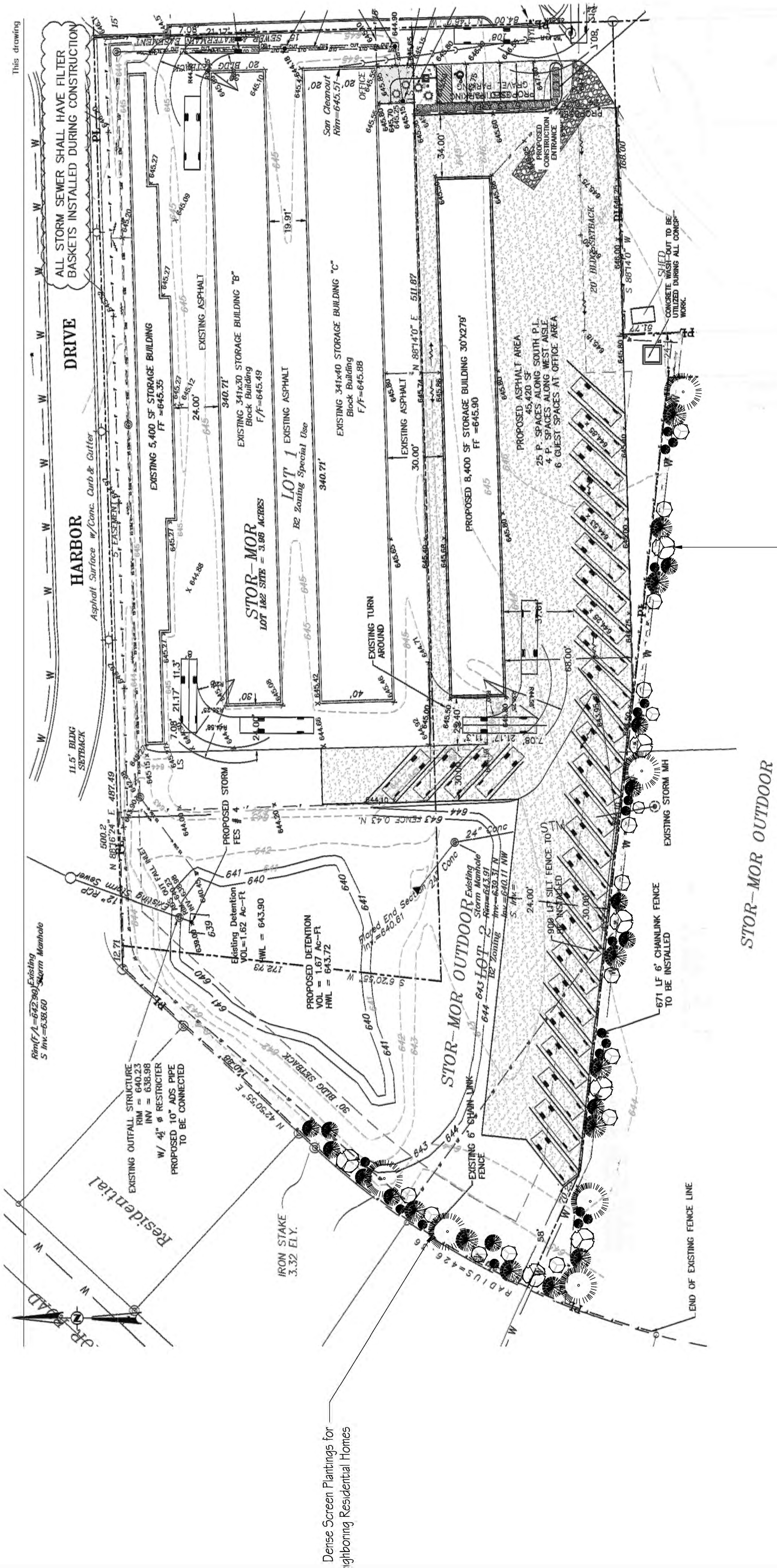
ILLINOIS ROUTE - 31

STOR-MOR MINI STORAGE

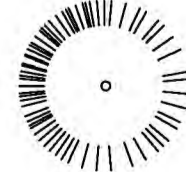
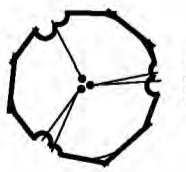
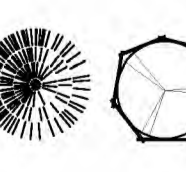
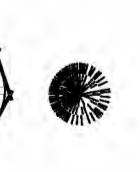

1317 STATE ROUTE 31, OSWEGO, ILLINOIS



Job #	
Scale	1" = 30'-0"
Sheet	8/24/16
Date	
Rev	



PLANTING KEY

-  Large Evergreen Tree - Austrian and/or White Pine - 50'-80' tall 20'-40' wide
-  Large Ornamental Tree - Hawthorn, Crabapple, Dogwood - 15'-30' tall 15'-25' wide
-  Large Evergreen Tree - Blue and Green Spruces - 20-40 tall 15'-30' wide
-  Medium-Large Deciduous Shrub - Witchhazel, Dogwood, Viburnums, Hydrangea - 6'-12' tall 8'-15' wide
-  Small-Medium Evergreen Shrub - Arborvitae, Yews, Junipers - 4'-12' tall 4'-10' wide

COUNTY OF KENDALL, ILLINOIS
ADMINISTRATION HUMAN RESOURCES COMMITTEE
Meeting Minutes
CORRECTED - September 7, 2016
Tuesday, August 23, 2016

CALL TO ORDER

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

ROLL CALL

Committee Members Present: John Shaw - here, Dan Koukol - present, Lynn Cullick – here, Judy Gilmour – here

Member Purcell arrived at 5:33 p.m.

Others present: 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 August 4, 2016 meeting minutes, second by Member Koukol. **With all in agreement, the motion carried.**

PUBLIC COMMENT – None

DEPARTMENT HEADS AND ELECTED OFFICIALS REPORTS

- Scott Koeppel, Technology Director updated the committee on:
 - *New wireless connection between the County Office Building and the Sheriff's Office* – Mr. Koeppel anticipates this will begin later in September when they have received their license from the FCC.
 - *The New World upgrade* - went well this week, although there were a few changes that needed to be done to all of the squads to ensure accurate access.
 - *JANO Conference* – Mr. Koeppel stated that Gina Hauge was attending the conference to learn more of the program that is used in the Circuit Clerks office.
 - *Security Bid/Technologies* – Mr. Koeppel has been evaluating the technologies from the security bid, reviewing the options, and ensuring compatibility with the County's current systems.
 - *New Technology Position* – Mr. Koeppel said that he has met with KenCom and also with the Circuit Clerk regarding the funding of this new position. Mr. Koeppel said he has included the position in his next year's budget.

COMMITTEE BUSINESS

- ***Review and Recommend Approval of GIS Job Descriptions*** - Member Cullick stated that the SAO suggested changes to the GIS job descriptions were provided in a separate packet for review by the committee. There was discussion on the changes to the job descriptions provided by the Human Resources Coordinator for the committee meeting packet.

Member Koukol asked who decided the qualifications listed under the education and experience section of the job descriptions. Member Koukol wanted to ensure the committee would have a discussion on this matter at the September 8, 2016 meeting.

Member Purcell stated that normally the original job description is provided to the committee with the proposed changes or additions highlighted in red to make it more clear to those reviewing them.

Member Purcell made a motion to table this item until the September 8, 2016 meeting to allow Mr. Koeppel and Mr. Wilkins time to provide the most up to date job descriptions to the committee for review, second by Member Shaw. **With all in agreement, the motion carried.**

ITEMS FOR COMMITTEE OF THE WHOLE - None

EXECUTIVE SESSION: Member Koukol made a motion to enter into Executive Session for the purpose of the review of discussion of minutes of meetings lawfully closed under the open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, 5ILCS 120-2 (1), and 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 5ILCS 120-2, C, (2), second by Member Gilmour.

Roll Call: Member Shaw – present, Member Gilmour - yes, Member Purcell – yes, Member Koukol – yes, Member Cullick - yes. **With all members present voting aye, the committee entered into Executive Session at 5:53p.m.**

Others Present: Jeff Wilkins

The committee reconvened in Open Session at 6:13p.m.

Member Purcell made a motion to forward the release of the May 7, 2015 Executive Session Minutes to the County Board for approval, second by Member Gilmour. **With all members present voting aye, the motion carried.**

ACTION ITEMS FOR COUNTY BOARD

- *Approval of the release of the May 7, 2015 Executive Session Minutes*

ADJOURNMENT – Member Purcell moved to adjourn the meeting at 6:15p.m., Member Gilmour seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
KENDALL COUNTY, ILLINOIS
And
CMN-RUS, INC.**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Kendall County, Illinois (hereinafter, the "County") and CMN-RUS, Inc., (hereinafter, "Grantee") this _____ day of _____, 2015 (the "Effective Date").

The County, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of any shall be governed by the Cable Act and the Illinois Counties Code, as may be amended from time to time.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive

On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“County” means Kendall County, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the unincorporated areas within the present legal boundaries of the County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean CMN-RUS, Inc.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges are deemed lawful and to be included in the gross revenue base for purposes of computing the Franchising Authority’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area set forth in Exhibit A..

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the County.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Franchise Area, which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the County within the Franchise Area for the purpose of public travel, or for the utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County and the Grantee to the use thereof for the purposes of installing, operating and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

"Qualified Household" shall mean any single family residential home where a resident has agreed in writing to Grantee's standard terms and conditions of service including, if applicable, any reasonable deposit requirements and standard installation fees, as a condition of requesting Cable Service from Grantee.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 55 ILCS 5/5-1095(a) of the Illinois Counties Code, the County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. **Term of Franchise.** The term of the Franchise granted hereunder shall be five (5) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon the passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. **Renewal.** Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended,

2.4. **Police Powers.** Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

2.5. **Reservation of Authority.** Nothing in this Franchise Agreement shall (A) abrogate the right of the County to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the County, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

2.6. **Competitive Equity.** In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall to the extent permitted by law and as soon as reasonably practical, inform the Grantee of the filing and provide (or require the applicant to provide) a copy of such application to the Grantee.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of the Kendall County Code pertaining to construction of the utility facilities in the Public Way, as the Kendall County Code may be amended from time to time. Grantee will use commercially reasonable efforts to complete at least sixty percent (60%) of the Cable System in the Initial Franchise Area within two (2) years of commencing with the physical construction of the Cable System in the Public Way.

3.2. **Aerial and Underground Construction.** At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground. In any region(s) of the Franchise Area where the transmission or distribution facilities of the electric or telephone utilities are aerial, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. **Improvements of Public Way.** The Grantee agrees that it shall, upon ninety (90) days' notice by the County, and at the Grantee's own expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from such street or other public place any network, system, facilities, or equipment when required to do so by the County. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds

raised for the project in the event such funds are made available to other users of the Public Way, provided that any utility's exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds. In the case of emergencies, the County shall not be required to give advance notice, but shall exercise good faith efforts to notify the Grantee. If seeking reimbursement under this clause, the Grantee shall provide a written estimate of costs associated with the work necessary for relocation of its facilities in advance of beginning work and shall not begin such work until approval is obtained.

3.4. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project requested by the County, the Grantee shall participate in the planning for relocation of its aerial facilities, contemporaneously with other utilities. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other non-governmental users of the Public Way; provided, however, that reimbursements made to non-governmental utilities for relocations from private easements obtained by said utilities from private property owners prior to January 1, 2012 shall not be considered to be public or private funds made available to other non-governmental users of the Public Way. If seeking reimbursement under this clause, the Grantee shall provide a written estimate of costs associated with the work necessary for relocation of its facilities in advance of beginning work and shall not begin such work until approval is obtained.

3.5. Third Party Requests to Relocate. When a third party user of the Public Way is seeking the relocation of the Grantee's facilities and provided notice, the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities within fifteen (15) days, initiate construction of relocation within sixty (60) days and complete construction of relocation within one hundred twenty (120) days, or a such other time period mutually agreed to by the parties. The Grantee shall not be required to perform the relocation work until it has received payment for the relocation work from the third party.

SECTION 4: Service Obligations

4.1. Customer Service Obligations. The County and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

4.1.1. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every new or existing residential home within the Franchise Area where a minimum of fifteen (15) Qualified Households have requested Cable Service within 1200 feet of the Grantee's distribution cable.

4.1.2. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in

excess of its Standard Installation. Any such additional charge shall be computed on a time plus materials basis.

4.1.3. Notwithstanding anything to the contrary in this Franchise Agreement, upon request by the County, the Grantee agrees to work in good faith with the County and/or any residents of the County to try to develop a mutually acceptable plan whereby Grantee can economically provide Cable Services to any unserved or underserved area of the County.

4.2. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time.

4.3. New/Planned Developments. The County shall provide the Grantee with information on planned developments in the County at the same time and in the same form as provided to all utilities or other like occupants of the County's right-of-way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction, and capital resources. Should the County fail to provide advance notice of such developments the Grantee shall be allowed sixty (60) days to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise.

4.4. Service to School Buildings and Governmental Facilities.

4.4.1. Service to School Buildings. The County and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), and to the extent requested by any eligible school, Grantee shall provide complimentary basic Cable Service and a free Standard Installation at one outlet to State accredited K-12 public and private schools not including "home schools," located in the Franchise Area within one hundred twenty five feet (125) of the Grantee's distribution cable.

4.4.2. Service to Governmental Facilities. The County and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), and to the extent requested by any eligible governmental entity, Grantee shall provide a free service line drop and free basic service to all current and future public buildings, including, but not limited to all local unit of government buildings, public libraries, and public primary and secondary schools, whether owned or leased by that local unit of government. Grantee shall provide the service where cable service passes public buildings where its cable or video service is generally available to residential subscribers.

4.4.3. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of its Standard Installation I. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.5. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time.

SECTION 5: Oversight and Regulation by County

5.1. Franchise Fees. The Grantee shall pay to the County a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, from the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the County shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee. However, notwithstanding the language set forth above, Grantee's Franchise Fee shall not be lowered in the event that franchise fee of another cable operator providing Cable Service in the Franchise Area is reduced by virtue of a bankruptcy or other reorganization proceeding or otherwise reduced by court order.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the County would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the County may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the County up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the County conducts a public hearing on the proposed amendment; (iii) the County approves the amendment by ordinance; and (iv) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; ii) the lowest franchise fee percentage paid by than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area or any other cable provider granted a cable franchise by the County pursuant to Title 47; or, iii) such franchise fee percentage as may be approved by the County, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the County approves the amendment by ordinance; and (d) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services

but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The County and Grantee agree to abide by the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests for Information), as may be amended from time to time, but which as of the Effective Date provides in part as follows.

5.2.1. Once every two (2) years, the County may conduct an audit of the Grantee's franchise fees derived from the provision of cable and video services to subscribers with the Franchise Area to determine whether the amount of franchise fees paid by the Grantee to the County was accurate. Within sixty (60) days of request by the County, Grantee will provide data in the electronic format utilized by the Grantee in the ordinary course of its business. The time in which the Grantee must provide data may be extended by agreement of the County and Grantee.

5.2.2. If an audit by the county or its agents finds an error by the Grantee in the amount of the franchise fees paid by the Grantee to the County, the County must provide notice within ninety (90) days after the County discovers the error and no later than four (4) years after the date the franchise fee was due to the County. In the event of an alleged underpayment, the Grantee shall have sixty (60) days from the receipt of the report to provide the County with a written response that the Grantee has corrected the error on a prospective basis or stating the reason the error is inapplicable or inaccurate. The County then has sixty (60) days after the receipt of the Grantee's response to review and contest the conclusion of the Grantee. No legal proceeding to collect a deficiency shall commence unless within one hundred eighty (180) days after the County's notification of the error to the Grantee the parties are unable to agree on the disposition of the findings.

5.2.3. The Grantee shall not be liable for any error in past franchise fee payments that was unknown by the Grantee prior to the audit process unless the error was due to negligence on the part of the Grantee in the collection or processing of required data; and, the County has not failed to respond in writing in a timely manner to any written request of the Grantee to review and correct information used by the Grantee to calculate the appropriate Franchise Fees if a diligent review of such information by the County reasonably could have been expected to discover such error.

5.2.4. All account specific information provided by the Grantee under this Section may be used only for the purpose of an audit conducted under this Section and the enforcement of any franchise fee delinquent claim. All such information must be held in strict confidence by the County and its agents and may not be disclosed to the public under the Freedom of Information Act or under any other similar statutes allowing for or requiring public disclosure.

5.2.5. The provisions of this Section shall not be construed as diminishing or replacing any civil remedy available to the County.

5.2.6. County to Provide Addresses Annually. Annually in December, the County shall provide to the Grantee a complete updated list of addresses within the unincorporated areas

of the County. The County will provide said data in electronic format used in the ordinary course of business by the County.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement (including, but not limited to Section 5.2 regarding audits), the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The County and/or its designee may be required to execute a non-disclosure agreement with the Grantee prior to inspection of the Grantee's financial records. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the County has in its possession and receives a request under the State of Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against any claims arising from the County's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., or with a decision or order of a court with jurisdiction over the County, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Metronet Holdings, LLC. The Grantee, and any proposed transferee under this Section, shall submit a written application to the County containing such information as is required in accordance with applicable law and FCC regulations. Within thirty (30) days of receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the County has not taken final action on the Grantee's

request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

SECTION 7: Insurance and Indemnity

7.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the County certificates of insurance designating the County and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of five million dollars (\$5,000,000.00) for bodily injury or death to any one person, and five million dollars (\$5,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and five million dollars (\$5,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the County, with Counsel of The County's choosing, including their past, present, and future board members, elected officials, officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, provided that the County shall give the Grantee reasonable written notice of its obligation to indemnify and defend the County pursuant to this Section. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. The County's participation in its defense shall not remove Grantee's duty to indemnify, defend, and hold the County harmless, as set forth above.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents.

7.2.2. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

SECTION 8: Enforcement of Franchise

8.1. Notice of Violation or Default. In the event the County believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

8.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the County's written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

8.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may seek appropriate remedies at law or specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

8.4. Technical Violation. The County agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

8.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

8.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 9: Miscellaneous Provisions

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

9.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and

served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:

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

To the Grantee:

CMN-RUS, Inc.
8837 Bond Street
Overland Park, KS 66214
ATTN: Legal Department

with copy sent to:

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

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

9.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

9.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

9.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate resolution/ordinance or order by the County, as required by applicable law.

9.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

9.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

9.9 Authority To Execute Agreement. The 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.

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

9.11 Venue. 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.

9.12 Compliance With State and Federal Laws. Grantee agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

9.13 Non-Discrimination. Grantee, 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.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the County of Kendall:

By: _____

Name: _____

Title: _____

Date: _____

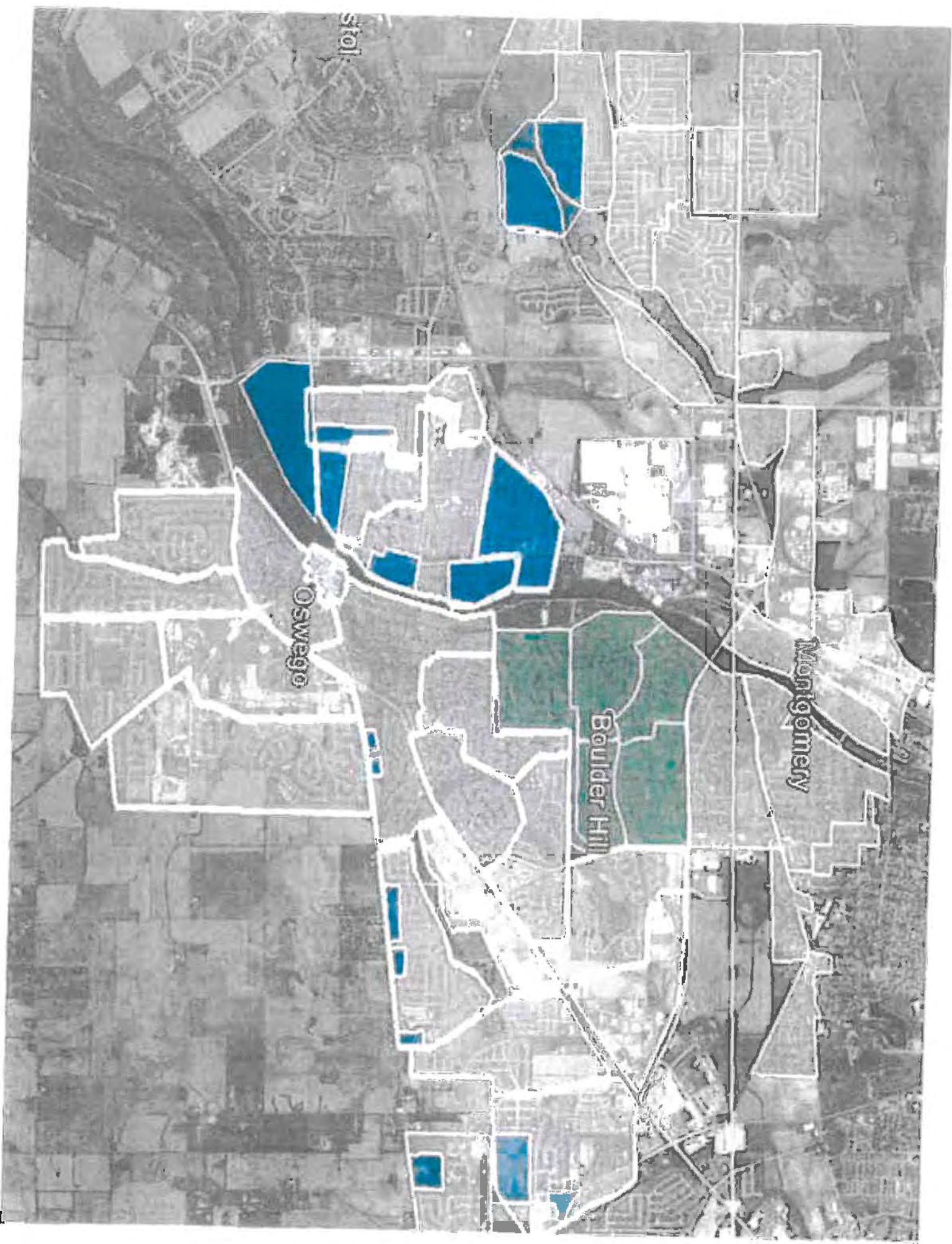
For CMN-RUS, Inc.

By: _____

Name: _____

Title: _____

Date: _____



Stoll

Oswego

Boulder Hill

Montgomery

Kendall County Job Description

TITLE: GIS Coordinator
DEPARTMENT: Geographic Information Systems (GIS)
SUPERVISED BY: Director of Technology
FLSA STATUS: Exempt
APPROVED: In Process

I. Position Summary:

The GIS Coordinator customarily plans, directs and coordinates the field and office activities of the Kendall County Geographic Information Systems (GIS) Department.

II. Essential Duties and Responsibilities:

A. Primary duties are to supervise, manage and direct the operation and maintenance of the Kendall County GIS Department including, but not limited to the following duties:

1. Responsible for the overall management of Enterprise GIS, ensuring the orderly and technically sound development and operation of the system and that the needs of the stakeholders and users of the Enterprise GIS are adequately met.
2. Assists Technology Services Director with development and management of GIS program budget.
3. Procures project management of consultants, vendors, and staff supporting the GIS department.
4. Directs the definition and the technical review of database(s) and application designs.
5. Manages the technical development and quality assurance of the Enterprise GIS database and coordinates the creation or revisions of existing maps and charts as relative to county and intergovernmental projects.
6. Responsible for problem resolution, software and hardware contract maintenance.
7. Compiles data required for land record map preparation or revision, including aerial photographs, survey notes, records, reports, and original maps to ensure completeness and accuracy.
8. Develops and oversees all public relations for the GIS Department including but not limited to development, administration and maintenance of the GIS Department's website to ensure information is current and accurate.
9. Recommends changes to GIS software, CAD software, hardware, network and database organizations in order to maximize efficiencies for better service to GIS users, which recommendations are given significant weight by the final decision-makers.
10. Serves as the GIS Department's liaison with Kendall County's elected officials, department heads and local community leaders.
11. Issues work orders for necessary maintenance within the GIS Department.

B. Customarily and regularly directs the work of at least two (2) or more full-time employees (or their equivalent) working in the Kendall County GIS Department.

C. Customarily and regularly performs supervisory/management duties at the Kendall County GIS Department including, but not limited to the following:

1. Interviews, selects and trains GIS Department staff.
2. Sets and adjusts employees' hours of work.
3. Provides recommendations regarding the setting and adjusting of employees' rates of pay (within pre-approved budget parameters), which recommendations are given particular weight by the final decision-maker.

Kendall County Job Description

4. Prepares and maintains production and operations records for use in supervision and control of the GIS Department's services.
5. Appraises employees' productivity and efficiency for the purpose of recommending promotions or other changes in status.
6. Handles employee complaints and grievances.
7. Provides recommendations regarding personnel policies and procedures applicable to GIS Department staff, which recommendations are given significant weight by the final decision-maker.
8. Provides recommendations regarding the hiring, firing and discipline of GIS Department staff, which recommendations are given significant weight by the final decision-maker.
9. Apportions the work among GIS Department employees.
10. Plans, organizes, and supervises the activities of GIS Department staff.
11. Develops and implements training program for GIS Department staff.

D. Performs other duties and responsibilities as assigned.

III. **Qualifications:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position:

A. **Skills, Knowledge and Abilities:**

- Knowledgeable of GIS software and technology, and familiar with a variety of the field's concepts, practices, and procedures.
- The ability to present information and communicate effectively both orally and in writing with staff, county officials, and the general public.
- Relies on extensive experience and judgment to plan and accomplish goals; a wide degree of creativity and latitude is expected.
- Ability to build teamwork, organizes, prioritize, and perform multiple tasks in a timely manner.
- Ability, skill and knowledge necessary to effectively supervise and manage the GIS Department.
- Ability to deal tactfully and courteously with the public.
- Ability to analyze a variety of complex working procedures.

B. **Work Standards and Best Practice Guidelines:**

- Complies with all applicable state and federal laws and regulations.
- Complies with all applicable County policies and procedures.
- Commitment to quality results and customer focused.
- Dependable; has integrity and a willingness to learn.
- High degree of professionalism.
- Proven time management skills.
- Maintains confidential records including but not limited to personnel records, budget and long term strategy planning records, etc.

C. **Education and Experience:**

- This position requires a minimum of either a Bachelor's Degree from an accredited institution or seven (7) or more years of increasingly responsible experience in the design, development, implementation, and administration of a geographical information system.

Kendall County Job Description

- Experience in database administration and implementation related to ArcGIS and enterprise databases is required.
- Proven understanding of land records, legal descriptions, surveys, tract and parcel maps is required.
- Working knowledge of GIS and cartographic standards is required.

IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

- Frequently sit for long periods of time at desk or in meetings;
- Occasionally lift and/or move up to 40 pounds;
- Use hands to finger, handle, or feel;
- Reach, push and pull with hands and arms;
- Bend over at the waist and reach with hands and arms;
- Talk and hear in person and via use of telephone;
- Specific vision abilities include close and distance vision, depth perception;
- Travel independently to other County office locations and to GIS-related business meetings and conferences.

V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- Occasionally work outside as required to perform work related tasks.
- The noise level in the work environment is usually quiet to moderately quiet.
- Employee may be exposed to stressful situations while working with users, law enforcement, department heads, elected officials, vendors, and the general public.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

cc: personnel file, employee

Date

Kendall County Job Description

TITLE: GIS/Cadastral System Specialist - Senior
DEPARTMENT: Geographic Information Systems (GIS)
SUPERVISED BY: GIS Coordinator
FLSA STATUS: Non-Exempt
APPROVED: In Process

I. Position Summary:

To perform comprehensive and complex work in the development, maintenance, and provision of technical support related to production, database maintenance and implementation of Cadastral and Geographic Information System (GIS) projects and maintain related documentation.

II. Essential Duties and Responsibilities:

- A. Performs routine to moderately complex cadastral mapping duties using ESRI GIS core products; computer-aided drafting software utilizing (CAD/GIS) principles.
- B. Performs cadastral tasks including the preparation and maintenance of County maps related to property boundaries of various kinds.
- C. Uses GIS work station to prepare new maps and revise existing maps to show accurate boundaries, configurations and areas of parcels.
- D. Creates new and edits existing graphical and tabular data; complete geographical analysis to create complex queries and spatial overlays; implement new data.
- E. Interfaces directly with clients to determine their needs and make recommendations.
- F. Interprets legal descriptions, records of surveys, tract and parcel maps, and other related documents; utilizes a data management computer system to retrieve and enter property information.
- G. Researches for property boundaries and title verification.
- H. Performs area calculations as required using a variety of methods.
- I. Assures quality objectives and standards are maintained through routine examination of projects, providing verification of data integrity and data distribution.
- J. Serve as a liaison for the GIS function with other County departments and elected offices.
- K. May lead and direct the work of others; a wide degree of creativity and latitude is expected.
- L. Perform project lead responsibilities.
- M. Performs other duties and responsibilities as assigned.

III. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position:

A. Skills, Knowledge and Abilities:

- Ability to use a GIS system in creating or updating of maps showing property boundaries, political subdivisions and taxing districts for finished intelligence, presentations, publications, and/or web sites.
- Reads and interprets complex or detailed data, policies or legal descriptions related to title searches and the preparation of cadastral maps.
- Knowledge of GIS principles including data types, data layers; basic geographic, analytic, and statistical functions, map projections, geographic coordinate systems, and data formatting.

Kendall County Job Description

- Plot maps from legal descriptions, deeds, survey data, tract descriptions and existing maps and utilize a data management computer system.
- Ability to operate a variety of office equipment including, but not limited to computer, plotter, scanner, printer, typewriter, copier, calculator, fax machine, drafting tools, etc.
- Reviews legal descriptions of real property, and understand and interpret government codes, legislation or legal provisions to cadastral mapping or boundary issues.
- Makes mathematical computations to calculate bearings, distances, areas and closures.
- Explains and interprets division activities and policies to the general public.
- The ability to present information and communicate effectively both orally and in writing with staff, county officials, and the general public.
- Prepares routine reports and correspondence.
- Ability to build teamwork; organizes, prioritizes and performs multiple tasks in a timely manner.
- Works with diverse populations.

B. Work Standards and Best Practice Guidelines:

- Complies with all applicable state and federal laws and regulations.
- Adheres to all applicable County policies and procedures.
- Commitment to quality results and customer focused.
- Dependable; has integrity and a willingness to learn.
- High degree of professionalism. .
- Proven time management skills.

C. Education and Experience:

- A minimum of an Associates Degree or equivalent work experience.
- Five (5) or more years in related GIS fields is required.
- Experience related to ArcGIS and related tools are highly desirable.
- Proven history of effective working relationships with co-workers, department managers, staff, and the general public; ability to deal tactfully and courteously with the public and solve problems within scope of responsibility.
- GIS and Cadastral certifications are preferred.

IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

- Frequently sit for long periods of time at desk or in meetings;
- Occasionally lift and/or move up to 40 pounds;
- Use hands to finger, handle, or feel;
- Reach, push and pull with hands and arms;
- Bend over at the waist and reach with hands and arms;
- Talk and hear in person and via use of telephone;
- Specific vision abilities include close and distance vision, depth perception;
- Travel independently to other County office locations.

V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- Inside environmental conditions.
- The noise level in the work environment is usually quiet to moderately quiet.

Kendall County Job Description

- Employee may be exposed to stressful situations while working with users, law enforcement, department heads, elected officials, vendors, and the general public.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

cc: personnel file, employee

Date

Kendall County Job Description

TITLE: GIS Analyst
DEPARTMENT: Geographic Information Systems (GIS)
SUPERVISED BY: GIS Coordinator
FLSA STATUS: Non-Exempt
APPROVED: In Process

I. Position Summary:

Utilizes Geographic Information System (GIS) techniques to provide a better understanding of certain variables in a given geographic location. Extracts data from GIS software and uses varying analysis methods to arrive at results. Provides maps and data sets to clients to supplement analysis. Utilizes programming languages to automate repetitious processes, provides technical support for other users and provides feedback/results to staff members of other departments involved in current projects. Knowledgeable of ESRI GIS software and technology and of commonly-used concepts, practices, and procedures within a particular field.

II. Essential Duties and Responsibilities:

- A. Assists coordinator with GIS data including layer development, data conversion and deployment.
- B. Designs, creates and analyzes special products including maps, digital data, reports and statistics, and researches and recommends ways to improve the mapping process.
- C. Imports GIS data from other sources; converts GIS data from one coordinate system to another, and creates other data formats from existing data.
- D. Scans, rectifies, and uses images to create maps for departmental and county use.
- E. Gathers and verifies field data for utilization in mapping applications.
- F. Prepares routine reports, correspondence, updates, and special project maps as required.
- G. Performs other duties and responsibilities as assigned.

III. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position:

A. Skills, Knowledge and Abilities:

- The ability to present information and communicate effectively both orally and in writing with staff, county officials, law enforcement officials, and the general public.
- Ability to build teamwork, organize, prioritize and perform multiple tasks in a timely manner.
- Operates variety of office equipment including computer, plotter, scanner, etc.
- Ability to become familiar with industry specific terminology and cartographic standards.
- Ability to understand and explain GIS procedures and policies.
- Represents department with professionalism and confidence.

B. Work Standards and Best Practice Guidelines:

- Complies with all applicable state and federal laws and regulations.
- Adheres to all applicable County policies and procedures.
- Commitment to quality results and customer focused.
- Dependable; has integrity and a willingness to learn.
- High degree of professionalism.
- Proven time management skills.
- Obtain knowledge and learn new skills to enhance job performance and abilities.

Kendall County Job Description

- Work with diverse populations.

C. Education and Experience:

- A minimum of an Associate's Degree from an accredited institution or equivalent work experience with 2 or more years GIS experience utilizing ESRI ArcGIS desktop applications is required.
- Knowledge of GIS software, such as ArcGIS desktop suite is preferred.
- Knowledge of relational database concepts and skills in creating and maintaining relational databases and linking them with GIS is preferred.
- Knowledge of Python, Visual Studio, or other GIS related programming language a plus is preferred.

IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

- Frequently sit for long periods of time at desk or in meetings;
- Occasionally lift and/or move up to 40 pounds;
- Use hands to finger, handle, or feel;
- Reach, push and pull with hands and arms;
- Bend over at the waist and reach with hands and arms;
- Talk and hear in person and via use of telephone;
- Specific vision abilities include close and distance vision, depth perception; and
- Travel independently to other County office locations.

V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- Inside environmental conditions.
- The noise level in the work environment is usually quiet to moderately quiet.
- Employee may be exposed to stressful situations while working with users, law enforcement, department heads, elected officials, vendors, and the general public.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

Date

cc: **personnel file, employee**

HIGHWAY COMMITTEE MINUTES

DATE: September 13, 2016
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Judy Gilmour, Jeff Wehrli and Prochaska
STAFF PRESENT: Ginger Gates, Fran Klaas and John Burscheid
ALSO PRESENT: P.J. Fitzpatrick and Jarrod Cebulski

The committee meeting convened at 4:00 P.M. with roll call of committee members. Dan Koukol and Scott Gryder absent. Quorum established.

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

Motion Prochaska, second Wehrli to approve the Highway Committee meeting minutes from August 9, 2016. Motion carried unanimously.

A continuing discussion from last month's meeting centered on the idea of local agencies paying a per-capita fee to CMAP. For years, the agency's overreliance on the State of Illinois for the local match has created several circumstances in which CMAP was nearly forced to close its doors. It is typical for counties and municipalities across the country to pay fees to support their respective MPO's. For Kendall County, the FY 2017 assessment would be \$17,822, and the FY 2018 assessment would be \$29,703. It is expected that fees in future years would also be around \$30,000. Klaas suggested that the fees could be taken out of the Transportation Sales Tax Fund. This would be consistent with the use of this fund for other transportation planning and engineering efforts. It would also keep the financial burden off the General Fund. Prochaska pointed out that millions of dollars of federal money has flowed through CMAP to Kendall County, and he certainly wouldn't want to jeopardize that. Wehrli wondered if the State of Illinois would ever start paying a bigger share again and reduce the burden on the locals. That is not likely in the current budget crisis. Wehrli suggested that this matter should go before the County Board, and if approved, then just the FY 2017 fee should be paid. The matter could be reevaluated for future years. Motion Wehrli; second Prochaska to send this matter to the County Board for consideration. Motion carried unanimously.

The Highway Committee members reviewed the proposed 5-Year Surface Transportation Plan for 2017 to 2021. Klaas discussed some specific projects that had been moved up or back in the plan from the previous year's update. Motion Prochaska; second Wehrli to forward the proposed Plan to the County Board for approval. Motion carried unanimously.

The Committee reviewed bids for resurfacing the Highway Department parking lot. Motion Prochaska; second Wehrli to recommend approval of the low bid from D Construction in the amount of \$80,570. Motion carried unanimously.

Motion Prochaska; second Wehrli to forward Highway Department bills for the month of September in the amount of \$284,375.85 to the Finance Committee for approval. Motion to approve bills carried unanimously.

P.J. Fitzpatrick provided an update on the Collins Road Extension project. A coordination meeting with IDOT and FHWA will be held on October 13, 2016. Wehrli asked about compensatory storage for the proposed crossing of Morgan Creek. Fitzpatrick indicated that the proposed structure is a single span bridge. There would be opportunities for compensatory storage directly adjacent to the proposed bridge, which would be a typical for smaller structures like this.

Gilmour requested, and Klaas provided an update on the Orchard Road / Galena Road intersection improvement project. Klaas indicated that progress has been slow on the project, and the contractor only has a little over a month to get the job done, or liquidated damages would be applied.

Meeting adjourned at 5:27 P.M.

Respectfully submitted,



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

Action Items (Highway)

1. Approve the use of Transportation Sales Tax Funds for the local element payment of \$17,822 to CMAP for FY 2017.
2. Approve the 5-Year Surface Transportation Program for 2017-2021
3. Approve low bid of D Construction in the amount of \$80,570 to pave the Highway Department parking lot using County Highway Funds.

KENDALL COUNTY

Resolution No. _____

WHEREAS, bids were received at the County Highway Office on August 19, 2016 on the following listed projects:

Highway Department Parking Lot, approve the low bid of D Construction, Inc. in the amount \$80,570.00.

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

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

John Shaw - Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the 20th day of September, 2016.

Debbie Gillette - County Clerk

(SEAL)

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY, September 6, 2016**

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

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

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

Approval of August 1, 2016 Meeting Minutes – Member Prochaska made a motion to approve the August 1, 2016 meeting minutes, second by Member Gilmour. **Motion carried.**

Public Comment - None

Old Business/Projects

1. *Courthouse & Public Safety Center (PSC) Security Improvement Project* – Mr. Smiley said that Sheriff’s Office Staff, the Technology Director and the Facilities Management Director had a meeting with the two lowest bidders recently. One company brought in their primary sub-contractors. Reference checks were conducted by Mr. Smiley for Mechanical, Mr. Koeppel for Technology and the Sheriff and Deputy Commander Gillespie for the Jails. The Sheriff will bring the item to the COW meeting for discussion by the Board.
2. *Law Enforcement Memorial Project* – Director Smiley reported that the caps on the end were installed, and the stone mason then took measurements. A date for the unveiling has not been scheduled, but Oswego Police Chief Jeff Burgner will notify Mr. Smiley of the date when the work has been completed, and a date has been selected.
3. *Leopardo Energy Efficiency & County Facilities Project* – Director Smiley reported that he has been in contact with the vendor. Leopardo wanted to offer IT and phone solutions as part of the evaluation, and Mr. Smiley provided additional information. Mr. Smiley is scheduled to meet with Leopardo on Wednesday, September 7, 2016. There was consensus to have the results brought to the Facilities Management Committee next month.

New Business/Projects

1. *Chairman’s Report* – No report

2. *Animal Control Trailer Installation* – Jeff Wilkins informed Mr. Smiley that PBZ now has the permit from the City of Yorkville, and that the remodeling of the inside of the trailer can now begin. Mr. Smiley reported that Facilities will do the power, the staircases at both entrances, the phones, and the data wiring. Facilities will contract to do a temporary fence so the trailer can be installed, and then the permanent fencing will be reinstalled.
3. *Interview & Hiring of Office Assistant Position* – Mr. Smiley reported they received approximately 200 application submissions, interviewed eight, and then the final three were interviewed by Mr. Wilkins and Mr. Smiley. They are awaiting the background screens for the selected applicant. The applicant needs to give two weeks notice to her current employer before beginning, and Mr. Smiley hopes to have the position filled by the end of September.
4. *Video Visitation Visit to Lake County, Indiana* - Director Smiley, Judge McCann, Sheriff Baird, Deputy Commander Gillespie, and Technology Director Koeppl made a trip to Lake County, Indiana to view their video bond call system. Director Smiley said they were shown how the Tell-A-Mate system operates for court personnel and inmates, the video visitation option, the tablet option for inmates to rent, how the inmates are registered, and how the videos are archived.
5. *Bid Results for Public Safety Center Parking Lot RFP* – Director Smiley reviewed the areas that would be resurfaced, and provided an overview of the five bids they received for the Public Safety Center parking lot the main drive, the visitor’s area and the exit drive. Mr. Smiley met with County Engineer Fran Klaas, and Mr. Klaas stated the bids looked good, that they have a striper that could be used if needed. Mr. Davidson requested a price for the stripping to be included in the bid prior to the next Board meeting. Mr. Smiley said the low bid from D Construction came in at \$24,765, which is under the budgeted amount of \$70,000. Member Wehrli made a motion to forward the item to the County Board the approval of the bid from D Construction for the PSC Parking Lot in the amount of \$24,765, plus the stripping cost, second by Member Prochaska. **With all Members present voting aye, the motion carried.**
6. *Bid Results for Ridge Street Reconstruction RFP* – Director Smiley reviewed the bids for the road between the County Office Building and the Historic Courthouse with the committee, and said he would also get a price for the stripping. Mr. Smiley said that the low bid from D Construction came in at \$42,475, which is under the budgeted amount of \$45,000. Motion made by Member Wehrli, second by Member Koukol to forward the approval of the bid result from D Construction in the amount of \$42,475, plus stripping cost. **With five members present voting aye, the motion carried.**

7. *Bid Results for Historic Courthouse (HCH) Window Replacement RFP* – Mr. Smiley said this is the bid for the three windows on the south side of the Historic Courthouse. Motion made by Member Davidson to forward the bid by Patrick McCain Inc. for \$39,500, to the Finance Committee, and then to the County Board for approval, second by Member Prochaska.

Mr. Smiley said that the bid is \$7,000 over budget, but that for 2016 \$50,000 overall was already approved, and the total for the three top projects was \$44,000 of the \$50,000, so the \$7,000 would be covered within budget depending on the cost of the Historic Courthouse Brick repair. Member Wehrli said that he talked with David Guritz, Forest Preserve Director, who said because the Historic Courthouse has a museum in it, the Nature Center, there is grant money available (50/50) for the upkeep and renovation of museums, and that Laura Story is currently working on the grant. Although the County wouldn't be able to utilize the grant money with this project, it could be used on future window replacement projects. **With all members present voting aye, the motion carried.**

8. *Meeting with VACKC and Technology Services regarding Copier Replacement* – Technology Director Koepfel met with the Veteran's Assistance Commission personnel regarding the purchase or lease of a new copier through Konica Minolta. VAC will pay for their own lease of a new copier, and getting it on the contract for the County for better pricing.
9. *Historic Courthouse Kitchen Floor Replacement* – Mr. Smiley reported that the kitchen floor of the HCH kitchen has now been replaced.
10. *Vehicle Changes* – Mr. Smiley updated the committee on two vehicles that he returned to the Sheriff's Office for their next vehicle auction, and the vehicle given to them by Technology Services to use.

Staffing/Training/Safety

- *Reportable Labor Hours* – Reports were included in the packet.

Other Items of Business

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

Questions from the Media - None

Executive Session – Not needed

Adjournment – Member Wehrli made a motion to adjourn the meeting, second by Member Koukol. **With all present voting aye, the meeting adjourned at 4:15p.m.**

Respectfully submitted,

Valarie McClain
Administrative Services/County Board

KENDALL COUNTY *Facilities Management*

Inter-Office Correspondence



Date: September 14, 2016
To: Kendall County Board
Cc: Jeff Wilkins
From: Jim Smiley
RE: Paving Bid Summaries

Approved 2016 Funding

1. Capital Expenditures – General Fund #010
010-2-100-9101 \$45,000 Parking lots/roofs

2. Capital Improvement Fund – Fund #040
040-2-000-6650 \$50,000 Expenditures

3. Public Safety Capital Improvement – Fund #750
750-2-000-6653 \$150,000 Maintenance/Equipment
750-2-000-6653 \$ \$70,000 PSC Parking Lots
750-2-000-6653 \$24,000 Lightning Strike Suppression system
\$244,000

Bid Summaries

1) Bid results Public Safety Center Parking Lot RFP-2016 Budgeted for \$70,000.00

- Abbey Paving - \$34,550.00
- Geneva - \$38,450.00
- Black Diamond - \$47,595.00
- Builders Paving - \$30,965.00
- **D Construction - \$24,765.00**
- J&R - \$46,945.00

*** Low Bid**

2) Bid results Ridge Street Reconstruction RFP-2016 Budgeted for \$45,000.00

- Abbey Paving - \$57,830.00
- Geneva - \$64,957.00
- Black Diamond - \$74,400.00
- Builders Paving - \$54,888.00
- **D Construction - \$42,475.00**
- J&R - No Bid

*** Low Bid**

AGREEMENT

This Agreement, made and entered into on the last day of signature below between *KENDALL COUNTY, ILLINOIS* (hereinafter "Kendall County"), with its principal place of business at 111 W. Fox Street, Yorkville, Illinois, 60560 and Patrick McCann, Inc., with its principal place of business at 701 Hawthorne Lane, Geneva, IL 60134 (hereinafter referred to as "Vendor"). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the project has been fully completed to the satisfaction of Kendall County but no later than May 1, 2017 or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
2. Pursuant to, and as set forth in this Agreement, Vendor will provide Kendall County with the following types of services: as shown in the Kendall County Historic Courthouse Window Replacement RFP dated August 18, 2016, See Attachment A ("Scope of Work") for a description of the services to be performed by Vendor; Attachment B ("Places of Service") for a description of the location where the services are to be provided; and Attachment D ("Drawings & Specifications") for a diagram of the services to be performed pursuant to this Agreement.
3. As consideration for the services to be performed by Vendor, the County agrees to pay Vendor pursuant to the Fees & Reimbursements Schedule set forth in Attachment C ("Fees & Reimbursements"). Agreed-upon changes, which increase or decrease the scope of services to be performed, may subject the Fees & Reimbursements set forth in Attachment C to a mutually agreeable adjustment in writing signed by both parties to the Agreement. Should any changes to relevant regulations, laws, or codes substantially affect the Vendor's services or obligations, Kendall County agrees to attempt to negotiate with the Vendor for appropriate changes to the scope or price of this Agreement or both. In the event that Kendall County and Vendor are unable to mutually agree to an adjustment in the Fees & Reimbursements and/or scope of this Agreement, Kendall County may immediately terminate the Agreement upon providing written notice to Vendor. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)
4. Vendor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Vendor understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to Vendor's officers, employees, and agents for the performance of services set forth in the Agreement. Vendor further understands and agrees that Vendor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Vendor's officers, employees and/or agents who perform services as set forth in the Agreement. Vendor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents. Vendor hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that Vendor, its officers, employees and/or agents may sustain while performing services under the Agreement. Vendor shall exercise general and overall control of its officers and employees.
5. For public security purposes, Vendor further agrees that it shall not assign any individual to perform work at Kendall County unless Vendor has completed a criminal background investigation for each individual to be performing work at Kendall County. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Vendor agrees that it shall not assign the individual to perform work at Kendall County facilities absent prior consent from Kendall County. Kendall County, at any time and in Kendall County's sole discretion, may require Vendor to remove any individual from performing any further work under this Agreement. Should Kendall County have a complaint regarding the performance of the services or the behavior of Vendor's officers, employees and/or agents performing services under this Agreement, or should Kendall County request a change in the manner in which services are being performed pursuant to this Agreement, Kendall County shall transmit the same to the Vendor's on-site foreman and/or to any other member of Vendor's management, who shall take immediate action and shall resolve the problem to Kendall County's satisfaction. Vendor's failure to take immediate action and/or to resolve the problem to Kendall County's satisfaction may result in a material breach of the Agreement.
6. Vendor 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, elected officials and agents (collectively "Kendall County") from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Vendor or Vendor's failure to adequately perform its obligations pursuant to this Agreement or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of Vendor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County 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. Kendall County's participation in its defense shall not remove Vendor's duty to indemnify, defend, and hold Kendall County harmless, as set forth above.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

7. Vendor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder, Vendor shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of Vendor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Vendor, nor be deemed as a limitation on Vendor's liability to Kendall County under this Agreement.
8. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
9. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by Kendall County, the injured party may elect, in accordance with law and any other Agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
10. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by Kendall County upon written notice delivered to Vendor at least thirty (30) days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.
11. Vendor agrees to comply with any and all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
12. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.1 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
13. When applicable, Vendor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
14. Vendor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
15. All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor to the highest standards and to the satisfaction of Kendall County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
16. Vendor hereby waives any claim of lien against subject premises on behalf of Vendor, 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, Vendor shall tender to Kendall County a final waiver of lien for all subcontractors and/or suppliers.

17. This Agreement represents the entire understanding between the parties hereto, and any modification or amendment hereof must be made in writing, and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written.
18. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
19. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Any provisions of this Agreement which may be prohibited or held unenforceable in any court of competent jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction only, and without invalidating the remaining provisions hereof in any other jurisdiction. Notwithstanding any other provision to the contrary, venue in all legal proceedings between the parties shall be in Kendall County, Illinois.
20. 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 Vendor. In the event of a default due to non-appropriation of funds, Kendall County has the right to terminate the Agreement upon providing thirty (30) days written notice to Vendor. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
21. 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, to: Kendall County Facilities Management, Attention: Director, Facilities Management, 804 John Street, Suite B, Yorkville, Illinois, 60560, fax (630) 553-4125, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Vendor, to: Patrick McCann, Inc. 701 Hawthorne Lane, Geneva, IL 60134.
22. Vendor certifies that Vendor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).
23. Vendor further certifies by signing the Contract documents that Vendor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred from attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act, 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Vendor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
24. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
25. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
26. Vendor shall be responsible for the protection of all work (including, but not limited to, all work performed by Vendor, Vendor's employees, subcontractors and agents until its completion and final acceptance by Kendall County, and shall at Vendor's own expense replace damaged or lost materials or repair damaged parts of the work, and the Vendor shall be liable therefore. Vendor shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. Vendor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Vendor shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Vendor or used under Vendor's direction during construction. Vendor shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by Kendall County.
27. Vendor shall notify J.U.L.I.E. for public utility locations and Kendall County for the County's private utilities at least 48 hours prior to commencement of construction so that they may locate and stake out such buried services. Any services or utilities so damaged by the Vendor, Vendor's employees, subcontractors and/or agents will have to be replaced and/or repaired by the Vendor at Vendor's expense.
28. When construction observation tasks or construction subcontracting are part of the service to be performed by the Vendor under this Agreement, the Vendor will include the following clause in any construction-related contract documents and Vendor agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Kendall County, Illinois and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. Vendor 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.
30. Should the total cost of the public work to be performed by Vendor pursuant to this Agreement exceed \$50,000.00, Vendor must furnish, supply and deliver a payment bond in the amount of \$N/A to Kendall County pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et seq.
31. Kendall County and/or Vendor's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
32. If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Act"), Vendor, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Vendor understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Vendor understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
33. 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.
34. Kendall County and Vendor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on the dates inserted below.

	KENDALL COUNTY, ILLINOIS
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

ATTACHMENT A SCOPE OF WORK

As shown in Kendall County Historic Courthouse Window Replacement RFP dated August 18, 2016.

The Vendor shall furnish all labor, materials, equipment, and services to fulfill the scope of work as outlined. The Vendor is to supervise or provide a competent foreman to supervise all of the work involved.

South Side of Building (3 windows)

A custom build for each window is required in order to keep the same appearance and design.

Quantity two (2) Single Window Stationary with true divided lite grilles lowE glass 6.5 jamb, 8" extension jamb painted white polycron factory applied paint on exterior, primed interior historically correct brick mould, grilles, interior casing per approved drawings produced by vendor.

Include labor to install insulate caulk install necessary trim. All cleanups do not include paint or stain on interior trim.

Quantity one (1) Double Window Stationary with true divided lite grilles lowE glass 6.5 jamb, 8" extension jamb, painted white polycron factory applied paint on exterior, primed interior historically correct brick mould, grilles and interior casing, per approved shop drawings produced by vendor.

Include labor to install insulate caulk install necessary trim. All cleanups do not include paint or stain on interior trim.

Include labor to install above material for all three (3) windows.

Include costs for any necessary lift or any other equipment rental required to perform this work.

Include costs for any necessary Permits.

Include costs for haul away of Trash.

Existing South facing windows.



**ATTACHMENT B
PLACES OF SERVICE**

Services performed under this agreement shall be at the following locations:

109 W. Ridge St. Yorkville, IL 60560

ATTACHMENT C FEES & REIMBURSEMENTS

Vendor shall invoice Kendall County on a monthly basis for previous work performed from the first to the last day of the month. ***Invoice shall be submitted to attn: James K. Smiley KCFM Director at 804 W. John St., Suite B. Yorkville, IL 60560 for receipt on the first day of each month.*** Payment of invoices shall occur pursuant to the Illinois Local Government Prompt Payment Act.

Total Cost \$39,500.00

50% down payment with signed contract.

25% Upon certified delivery in a certified warehouse or onsite at 109 W. Ridge St. Yorkville, IL 60560.

25% Upon Kendall County accepted completion of the project.

ATTACHMENT D
Drawings & Specifications

Drawings & Specifications for the windows are to be provided by the vendor prior to ordering of the windows.

FOOD PROTECTION ORDINANCE KENDALL COUNTY, ILLINOIS

SECTION 1: SCOPE

This Ordinance is enacted to establish and provide for the minimum standards to protect the health of the public through the permitting and regulation of food service establishments within Kendall County.

The statutes of the State of Illinois grant to the Kendall County Board the power to enact such ordinances that protect the health of the citizens of Kendall County.

Therefore, be it ordained by the County Board of Kendall County, Illinois, that the following rules and regulations are hereby made and adopted.

SECTION 2: ADOPTION BY REFERENCE

The rules and regulations set forth in the Illinois Food Service Sanitation Code (77 Ill. Adm. Code 750), Sanitary Food Preparation Act (410 ILCS 650) and Food Handling Regulation Enforcement Act (410 ILCS 625) as now enacted or hereafter amended are adopted by reference and fully incorporated herein.

SECTION 3: DEFINITIONS

“APPLICANT” means the business or property owner or his/her authorized agent.

“COMMISSARY” means a food service establishment, restaurant, or any other permitted/licensed place in which food, containers, or supplies are kept, handled, prepared, packaged, cleaned, or stored.

“DIRECTOR” means the Director of Environmental Health Services.

“EMBARGO” to detain or place a hold on food or equipment.

“ESTABLISHMENT RATING” inspection score or grade as outlined by the Illinois Food Service Sanitation Code.

“FOOD SERVICE ESTABLISHMENT” means a food service establishment, food establishment, or a restaurant location as defined in the Illinois Food Service Sanitation Code; including but not limited to an operation conducted in mobile, stationary, temporary, or permanent facility or location.

“HEALTH DEPARTMENT” means the Kendall County Health Department and its authorized representatives.

“MOBILE FOOD SERVICE ESTABLISHMENT” means a vehicle, trailer, or cart mounted food service establishment designed to be readily movable. Regulations found in Food Service Sanitation State Code.

“PERMIT HOLDER” means any business or property owner or his/her agent holding a permit issued by the Health Department.

“PERSON” includes any individual, organization, partnership, corporation, association, or legal entity.

“POT LUCK EVENT” is defined pursuant to 410 ILCS 625/3.1 as an event that meets all of the following conditions:

1. People are gathered to share food at the event;
2. There is no compensation provided to people for bringing food to the event;
3. There is no charge for any food or beverage provided at the event;
4. The event is not conducted for commercial purposes, and;

5. It is generally understood by the participants at the event that neither the food nor the facilities have been inspected by the State or a local certified public health department.

“REVOCATION” means the nullification of a permit, or approval.

“SEASONAL FOOD SERVICE ESTABLISHMENT” means any food service establishment which routinely operates at an approved, fixed location and for a temporary period of time not exceeding eight (8) consecutive months within a permit year, excluding temporary food service establishments.

“SHALL” means that the stated provision is mandatory.

“SHOULD” means the stated provision is recommendation, but not required.

“SUSPENSION” means a temporary hold on a permit.

“TEMPORARY FOOD SERVICE ESTABLISHMENT” means a food service establishment that operates at a fixed location for a period of time of not more than 14 consecutive days of a single event or celebration.

SECTION 4: FOOD HANDLING PERMITS

A. PERMITS IN GENERAL

Any person seeking to operate a food establishment within Kendall County’s jurisdiction shall possess a valid permit issued by the Kendall County Health Department. Only a person, who meets and complies with the requirements of this Ordinance, referenced state law and codes, and any applicable variance, shall be entitled to receive or retain such a permit. It shall be unlawful for any person to operate a food establishment outside of defined parameters as set forth in this ordinance and related state code.

The food handling permit is not transferable to another person, nor is it useable by the same permit holder at another location or outside of the originally permitted establishment.

A valid food handling permit shall be posted for public display at every food service establishment.

Annual food handling permits shall be issued for a period of one (1) year, April 1 – March 31, unless subject to suspension or revocation.

Approval granted to operated contingent on other relevant required local approvals

B. PERMIT APPLICATION

Any person desiring to operate a food service establishment shall make a written application for a food handling permit on forms provided by the Health Department. Applications shall include, but not be limited to, the following:

- a. Applicant’s full name, post office address and telephone number,
- b. Whether said applicant is an individual, firm, corporation, partnership, or other legal entity,
- c. The name, location, and type of proposed establishment
- d. Proof of access to commissary, if applicable,
- e. The signature of applicant.

Upon receipt of such application, the Health Department shall make an inspection of the food service establishment to determine compliance with the provisions of this Ordinance. If the inspection reveals that the applicable requirements have been met, a permit shall be issued by the Health Department.

C. PERMIT RENEWAL

A renewal application must be completed prior to the expiration date of the annual food handling permit. Whenever an inspection, or the record, reveal(s) a serious or repeated violation of this Ordinance, the annual food handling permit may not be renewed and the Health Department shall notify the applicant in writing that the annual food handling permit will not be renewed and that an opportunity for a hearing at a reasonable time and place will be provided if a written request for such hearing is filed within five (5) business days from receipt of the notice with the Health Department by the renewal applicant. Such hearings, and the notice for them, shall be as directed in Section 6(D).

D. CONDITIONAL FOOD HANDLING PERMIT:

When conditions exist that prevent an annual food handling permit from being issued, a conditional food handling permit may be issued. A conditional food handling permit shall be issued for a period of no more than ninety (90) days. The issuance of an annual food handling permit shall be contingent upon completion of items requiring correction during the conditional food handling permit period.

No more than two (2) consecutive conditional food handling permits may be issued.

E. TEMPORARY FOOD SERVICE ESTABLISHMENT PERMITS

Food establishments including food stands that operate at a fixed location for a period of time not to exceed fourteen (14) consecutive days must obtain a Temporary Food Permit from the Health Authority prior to commencing with food operations.

Applications shall include, but not be limited to, the following:

- a. Applicant's full name, post office address and telephone number,
- b. The name and dates of the event,
- c. The location of the temporary establishment,
- d. The menu to be served,
- e. Proof of access to commissary, if applicable, and
- f. The signature of the applicant.

Temporary food handling permit applications submitted less than 48 hours (2 days) in advance of the start of the event shall be assessed a late fee, as designated in the fee schedule, in addition to the permit fee.

No more than two (2) consecutive temporary food handling permits shall be issued.

F. POT LUCK EVENTS

Notwithstanding any other provision of law, the Kendall County Health Department shall not regulate the serving of food that is brought to a potluck event sponsored by a group of individuals or a religious, charitable, or nonprofit organization by individuals attending the potluck event for consumption at the potluck event.

Individuals who are not members of a group or organization sponsoring a potluck event may attend the potluck event and consume the food at the event.

Pursuant to the Food Handling Regulation Enforcement Act (410 ILCS 625/3.1), no fee may be charged for admission to a potluck event that is exempt from regulation under this Section, nor may food be sold at a potluck event that is exempt from regulation under said Act. A business establishment dealing in the sale of food items may not sponsor a potluck event. Potluck event food may not be brought into the kitchen of a business establishment dealing in the sale of food items.

SECTION 5: INSPECTIONS

The Health Authority shall inspect each food service establishments, food stores and seasonal operations within Kendall County as is described in this Ordinance and the applicable state code.

A. ACCESS TO ESTABLISHMENTS

The Health Department, after proper identification, shall be permitted to enter, at any reasonable time, any food service establishment within Kendall County, Illinois, for the purpose of conducting inspections or investigations to determine compliance with this Ordinance. Refusal to permit access after proper identification may be cause for immediate suspension or revocation of the permit.

The Health Department shall be permitted to examine the records of any food service establishment to obtain information pertinent to food safety; including but not limited to, food and supplies purchased, food received or sold, services acquired, and persons employed.

B. INSPECTION FREQUENCY

The frequency of routine inspections of permitted food service establishments by the Health Department shall be as outlined below, or as required by Illinois Department of Public Health Local Protection Grant Rules if they are more restrictive (*See* 77 Ill. Adm. Code 615.310):

TITLE 77: PUBLIC HEALTH

CHAPTER I: DEPARTMENT OF PUBLIC HEALTH

SUBCHAPTER h: LOCAL HEALTH DEPARTMENTS

PART 615 LOCAL HEALTH PROTECTION GRANT CODE

SECTION 615.310 FOOD PROTECTION

- 4) The local health department shall inspect facilities at least as often as prescribed by the following schedule.
 - A) Category I facilities shall receive three inspections per year, or two inspections per year if one of the following conditions is met:
 - i) A certified food service manager is present at all times that the facility is in operation; or
 - ii) Employees involved in food operations receive a Hazard Analysis Critical Control Point (HACCP) training exercise or in-service training in another food service sanitation area, or attend an educational conference on food safety or sanitation.
 - B) Category II facilities shall receive one inspection per year.
 - C) Category III facilities shall receive one inspection every two years.

The Health Department shall make as many additional inspections as necessary for the enforcement of this Ordinance.

C. INSPECTION RECORDS

Upon inspection of a food service establishment by the Health Department, the inspection findings shall be recorded on an inspection report provided for this purpose and a copy shall be provided to the permit holder.

D. INSPECTION REPORTS

When the Health Department makes an inspection of a food service establishment and discovers that any of the requirements of this Ordinance have been violated, it shall notify the permit holder in writing. Written notification shall include:

- a. The specific violation(s) found;
- b. A reasonable time frame for correction of said violation(s);
- c. A statement that failure to comply with any time limits for correction may result in immediate suspension and/or revocation of the subject permit and/or further legal action, and;
- d. When applicable, the establishment rating.

SECTION 6: ADMINISTRATIVE

A. SUSPENSION OF PERMITS

Permits may be suspended by the Health Department for failure of the permit holder to comply with the requirements of this Ordinance. Whenever a permit holder has failed to comply with a notice issued under provisions of this Ordinance, requiring mitigation of conditions capable of compromising the health and safety of the public, the permit holder shall pursuant to Section E below be notified in writing that the food handling permit is immediately suspended. An opportunity for a hearing will be provided if a written request for such a hearing is filed, within five (5) calendar days from receipt of the notice at the Health Department by the permit holder.

If the Health Department finds unsanitary or other conditions in the operations of a food service establishment that constitute a substantial health risk to the public, or in the event that there is reasonable cause to suspect the possibility of disease transmission from any food service establishment or any employee, the Health Department may issue a notice of suspension of the food handling permit requiring the permit holder to immediately suspend all food service operations. At that time the permit shall be removed from the establishment by the Health Department. An opportunity for a hearing will be provided if a written request for such a hearing is filed, within five (5) calendar days from suspension, at the Health Department by the permit holder.

B. REINSTATEMENT OF PERMIT

A permit holder whose permit has been suspended may make a written request for a re-inspection of the food service establishment for the purpose of reinstatement of the food handling permit. If the permit holder is determined to be in substantial compliance with the requirements of this Ordinance, and any applicable agreements from administrative actions, the food handling permit may be reinstated.

C. REVOCATION OF PERMITS

For serious or repeated violations of any of the requirements of this Ordinance, for failure to correct permit suspension violations, or for the interference with the Health Department in the performance of its duties, the Health Department may revoke any food handling permit.

Prior to such action, the Health Department shall notify the permit holder in writing of the reasons for which the food handling permit is subject to revocation and advising the permit holder that the food handling permit shall be revoked after five (5) calendar days following service of the notice unless a written request for a hearing is filed with the Health Department by the permit holder within five (5) calendar days of receiving such notice. A food handling permit may be suspended for cause-pending revocation. Following revocation, the Health Department shall obtain the permit from the establishment.

D. HEARINGS

Any person may appeal a permitting decision to the Health Department by written request that shall be filed with the Department within ten (10) business days after receipt of the subject notice to revoke, suspend or deny the permit at issue.

A hearing for such appeal shall be scheduled to take place as soon as reasonably possible, but no later than fifteen (15) business days from the date of filing such request, unless a later date is agreed upon. The Health Officer conducting the hearing shall give notice by phone and regular mail of the date, time and location of such hearing. Written notice of the hearing to a party may be waived by that party.

The hearing shall be conducted by a Health Officer at the place and time designated by him/her. All hearings shall be conducted so as to provide the parties adequate time to prepare, the right to present evidence in support of their position, the right to cross-examine, and the right to legal counsel at their own expense. The formal rules of evidence shall not apply. The Health Officer may ask questions of any witness to assist in reaching a decision. The Health Officer shall make a record of the proceedings. Should a party desire a verbatim transcript of such hearings, they may obtain a court reporter at their own expense.

Based upon the record of such hearing, the Health Department shall make a finding and a written decision shall be prepared. Such decision shall be considered final and shall be provided to the permit holder by the Health Department within fifteen (15) days and a record of the same shall be maintained.

E. SERVICE OF NOTICES

Notices shall be considered properly served when a copy of the inspection report or other notice has been delivered to the permit holder or applicant, or mailed to the permit holder or applicant at the address provided on the permit application, by certified mail, return receipt requested. A copy of the Notice shall be kept on file by the Health Department.

SECTION 7: PLAN REVIEW FOR NEW OR REMODELED FACILITIES

When a food service establishment is to be constructed or remodeled, and when an existing structure is converted for such use, properly prepared plans and specifications shall be submitted to the Health Department for review and approval prior to the commencement of construction or remodeling. The plans and specifications shall be approved by the Health Department, in writing, only if they meet the requirements of this Ordinance.

The plans and specifications to be submitted shall include, but not be limited to, the following:

- A. A copy of the proposed menu;
- B. A completed Plan Review application;
- C. The proposed layout/arrangement of the of equipment;
- D. Mechanical and plumbing schematics;
- E. Proposed equipment types and models, and;
- F. Proposed construction materials and finish schedules.

SECTION 8: FEES

FOOD SERVICE SANITATION FEES	
Food Service Establishment/Retail Food Store Annual Permit:	
Risk Type 1 (Low)	\$190
Risk Type 2 (Medium)	\$350
Risk Type 3 (High)	\$500
Retail Grocery w/ Food Prep (per check-out lane, in addition to risk based permit fee)	\$20
New food establishment permit fees for applications received after October 1 st but prior to April 1 st will be prorated.	
Mobile Food Vendor Permit:	
Risk Type 1	\$175
Risk Type 2	\$225
Risk Type 3	\$275
Temporary /Special Event Charitable:	
Risk Type 1 and Charitable Organization	\$30
Risk Type 2	\$50
Risk Type 3	\$70
Temporary event permit late fees	\$10
Construction Plan Reviews:	
Risk Type 1	
Up to 1500 Sq.Ft.	\$300
1501-3000 Sq.Ft.	\$350
3001-5000 Sq.Ft.	\$450
Over 5001 Sq.Ft.	\$550
Risk Type 2	
Up to 1500 Sq.Ft.	\$400
1501-3000 Sq.Ft.	\$450
3001-5000 Sq.Ft.	\$550
Over 5001 Sq.Ft.	\$650
Risk Type 3	
Up to 1500 Sq.Ft.	\$450
1501-3000 Sq.Ft.	\$500
3001-5000 Sq.Ft.	\$550
Over 5001 Sq.Ft.	\$650
Conditional permit	Permit Fee x 50%
Re-inspection /non-compliance fee	\$100
Late payment fee	25% of fee
Outdoor grilling plan review	\$100
Pre-operational re-inspection	\$50
Application to perform reduced oxygen packaging	\$125
Change of ownership inspection	\$100
Cottage food operation one time registration	\$15
Permit reinstatement fee	\$75
<ul style="list-style-type: none"> ● Fee exemptions will be granted to those organizations that are classified as official units of Kendall County Government. ● An applicant that can prove 501(c)(3) status will be granted a fee reduction of 50 percent of the regular fee as listed on this schedule. ● Issuance of a food service establishment, retail food store or mobile food vendor permit is contingent upon Health Department receipt of payment for any and all past due fees owed by said businesses to the Health Department. 	

SECTION 9: EXAMINATION AND CONDEMNATION

Food may be examined sampled, or collected by the Health Department as often as necessary to determine freedom from adulteration, misbranding, or bacteriological contamination for the enforcement of this Ordinance.

The Health Department may, upon written notice to the permit holder, specifying the particular reasons, place an embargo on any food which it believes creates a potential health hazard. The Health Department shall tag, label, or otherwise identify any food subject to the embargo. No food subject to an embargo shall be used, served, altered, or moved from the food service establishment until written permission is obtained from the Health Department. The Health Department shall permit storage of the food under conditions specified in the embargo, unless storage is not possible without risk to the health of the public; in which case, immediate destruction shall be ordered and observed by the Health Department.

The permit holder may make a written request for a hearing to seek the lifting of an embargo or order for destruction of materials in accordance with Section 6(D). Such request must be submitted to the Health Department within five (5) business days after receipt of the subject notice

Where equipment used in the preparation of food is found to be in a state of disrepair, unsafe, unsanitary, or unsuitable for use, such equipment shall be taken out of service and an embargo may be placed on said equipment by the Health Department. Such equipment that has been embargoed shall not be returned to service, altered, disposed of, or destroyed until written permission is obtained from the Health Department, or otherwise by order of a Court of competent jurisdiction.

SECTION 10: IMMINENT HEALTH HAZARD

A permit holder shall immediately discontinue operations and must notify the Health Department if an imminent health hazard may exist because of an emergency including, but not limited to, fire, flood, extended interruption of electrical or water service, sewage backup, misuse of poisonous or toxic materials, onset of an apparent food borne or waterborne illness outbreak, gross unsanitary occurrence or condition, or other circumstances that may endanger public health. The Health Department upon receiving this notice shall take actions necessary to protect the health of the public.

SECTION 11: FOOD PREPARED OUTSIDE OF KENDALL COUNTY

Food prepared for human consumption outside of Kendall County and transported into Kendall County shall conform to the standards and provisions of this Ordinance. To determine the extent of compliance with such provisions, the Health Department may accept reports from the regulating agency where such originating establishments are located.

SECTION 12: VARIATIONS:

The Health Department may grant a variation by modifying or waiving specific requirements of this Ordinance if, in the opinion of the Health Department, a public health hazard or nuisance will not result from the issuance of the variation. If a variation is granted, the Health Department shall retain all pertinent information in its records.

Variation requests must be submitted in writing by the permit holder and shall include the following:

- A. An explanation of how the potential public health hazards shall be addressed,
- B. The relevant code sections that apply,
- C. A Hazard Analysis Critical Control Point plan, if required.

A variation shall not be granted for more than one specific dimension per application. A copy of an approved variation must be kept on-site at the food service establishment. The permit holder must comply with the plans and procedures that are approved by the Health Department. Failure to comply with the conditions of the variation as approved shall result in the revocation of variation approval.

All approvals, denials, and revocations shall be provided by the Health Department, in writing, to the permit holder.

SECTION 13: DIRECT SALES OF BAKED GOODS FROM HOME KITCHEN OPERATIONS

Pursuant to authority granted by 410 ILCS 625/3.6(c) of the Food Handling Regulation Enforcement Act as amended by Public Act 99-0191, which went into effect on January 1, 2016, the Kendall County Board allows for the direct sale of baked goods from home kitchen operations as set forth below.

A. Definitions:

1. "BAKED GOODS" as defined pursuant to 410 ILCS 625/4(b)(1)(C) are those such as, but not limited to, breads, cookies, cakes, pies, and pastries are allowed. Only high-acid fruit pies that use the following fruits are allowed: apple, apricot, grape, peach, plum, quince, orange, nectarine, tangerine, blackberry, raspberry, blueberry, boysenberry, cherry, cranberry, strawberry, red currants or a combination of these fruits. Fruit pies not listed may be produced by a cottage food operation provided their recipe has been tested and documented by a commercial laboratory, at the expense of the cottage food operation, as being not potentially hazardous, containing a pH equilibrium of less than 4.6 or has been specified and adopted as allowed in administrative rules by the Department of Public Health pursuant to 410 ILCS 625/4(e).
2. "HOME KITCHEN OPERATION" is defined pursuant to 410 ILCS 625/3.6(a) as a person who produces or packages non-potentially hazardous baked goods in a kitchen of that person's primary domestic residence for direct sale by the owner or a family member.

A home kitchen operation does not include a person who produces or packages non-potentially hazardous baked goods for sale by a religious, charitable, or nonprofit organization for fundraising purposes; the production or packaging of non-potentially hazardous baked goods for these purposes is exempt from the requirements of this Act.

3. "POTENTIALLY HAZARDOUS FOOD" is defined pursuant to 410 ILCS 625/4(a) and 410 ILCS 625/4(b)(1)(C) as food that is potentially hazardous according to the Department of Public Health administrative rules, generally meaning food that requires time and temperature control for safety to limit pathogenic microorganism growth or toxin formation. The following are potentially hazardous and prohibited from production and direct sale by a home kitchen operation: pumpkin pie, sweet potato pie, cheesecake, custard pie, crème pie, and pastries with potentially hazardous filling or toppings.

B. HOME KITCHEN DIRECT SALES CONDITIONS:

The direct sale of baked goods from home kitchen operations is allowed in the County of Kendall pursuant to 410 ILCS 625/3.6 and is subject to the following conditions:

1. Monthly gross sales do not exceed one thousand dollars (\$1,000).
2. The food is a non-potentially hazardous baked good, as described in 410 ILCS 625/4.
3. A notice is provided to the purchaser that the product was produced in a home kitchen.
4. The food package is affixed with a label or other written notice is provided to the purchaser that includes:
 - (i) the common or usual name of the food product; and
 - (ii) allergen labeling as specified in federal labeling requirements by the United States Food and Drug Administration.
5. The food is sold directly to the consumer.
6. The food is stored in the residence where it is produced or packaged.

C. HOME KITCHEN INSPECTIONS:

Home kitchen operations may be inspected by the Department of Public Health or the Kendall County Health Department in the event of a complaint or disease outbreak. (*Kendall County Ordinance No. 16-06*)

SECTION 14: PARTIAL INVALIDITY

If any section, subsection, paragraph, sentence, clause, or phrase of this article shall be declared invalid for any reason whatsoever, such invalidation shall not affect the remaining portions of this article which shall remain in full force and effect.

SECTION 15: PENALTIES OTHER THAN SUSPENSION AND REVOCATION:

Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or refuses to remedy a violation of the provisions of this Ordinance shall be guilty of a Class B misdemeanor and be fined \$500.00 for each offense pursuant to 55 ILCS 5/5-20003. Each day upon which such violation continues shall constitute a separate offense.

In addition, the Health Department may refer the matter to the Kendall County State’s Attorney’s Office to initiate any necessary action to obtain injunctive relief in the Circuit Court, in order to abate any such violating condition as enumerated in this Ordinance or the associated State law.

SECTION 16: ENFORCEMENT:

Enforcement of this ordinance shall be performed by the Kendall County Health Department. The Kendall County State’s Attorney’s Office shall be authorized to bring any necessary actions and prosecute any violations of this ordinance in the Circuit Court.

SECTION 17: REPEAL AND DATE OF EFFECT

This ordinance shall be in effect upon its adoption by the Kendall County Board and, at that time, all ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

BE IT FURTHER RESOLVED that the Kendall County Food Protection Ordinance shall be available in print at the Kendall County Health Department.

APPROVED BY THE KENDALL COUNTY BOARD THIS DAY _____ 20 _____

Chair, Kendall County Board

Ayes _____

Nays _____

Attest _____
Kendall County Clerk

WATER SUPPLIES ORDINANCE
KENDALL COUNTY, ILLINOIS

SECTION 1: SCOPE

This ordinance is enacted to establish and provide for the enforcement of minimum standards to assure that water wells are properly designed, constructed, operated, maintained and serviced and all other matters relating to private water wells, semi-private water wells, non-community water supplies and closed loop wells, to protect the health, safety and general welfare of the public.

The statutes of the State of Illinois grant to the Kendall County Board the power to enact such ordinances that protect the health of the citizens of Kendall County.

After the effective date of adoption of this ordinance, all private water supply systems as described herein shall only be constructed or modified in accordance with this ordinance.

Therefore, be it ordained by the County Board of Kendall County, Illinois, that the following rules and regulations are hereby made and adopted.

SECTION 2: ADOPTION BY REFERENCE

In addition to those provisions set forth, this Ordinance shall be interpreted and enforced in accordance with provisions set forth in the following statutes, rules, and regulations of the State of Illinois, Department of Public Health and any subsequent amendments or revisions thereto, which publications are incorporated herein and adopted by reference as part of this Ordinance:

1. "Illinois Water Well Construction Code." (77 Ill. Adm. Code 920)
2. "Illinois Water Well Pump Installation Code." (77 Ill. Adm. Code 925)
3. "Public Area Sanitary Practice Code." (77 Ill. Adm. Code 895)
4. "Drinking Water Systems Code." (77 Ill. Adm. Code 900)
5. "Surface Source Water Treatment Code." (77 Ill. Adm. Code 930)

SECTION 3: DEFINITIONS

The following definitions shall apply in the interpretation and enforcement of this Ordinance:

“APPLICANT” means the property owner as defined herein who has applied for a permit or his or her authorized agent.

“APPROVED” or **“APPROVAL”** as it pertains to this ordinance, means constructed and installed in compliance with technical standards and requirements of this ordinance. Approved does not imply or ensure that a system will perform satisfactorily.

“ABANDONED WELL” means a water well or monitoring well which is no longer used to supply water, or which is in such a state of disrepair that the well or boring has the potential for transmitting contamination into an aquifer or otherwise threatens the public health or safety.

“DIRECTOR” means the Director of Environmental Health Services.

“HEALTH DEPARTMENT” means the Kendall County Health Department, including its duly authorized representatives.

“MODIFICATION” means the alteration of the structure of an existing water well, including, but not limited to, deepening, elimination of a buried suction line, installation of a liner, replacing, repairing or extending casing, or replacement of a well screen. Pertaining to closed loop wells, "modification" also means any alteration to the construction of the borehole of an existing closed loop well, including, but not limited to, regrouting and installation of additional boreholes.

“POTABLE WATER” means water that is suitable for human consumption and which meets public health standards for drinking water.

“INSPECTION FEE” means a fee for inspection to be conducted in the fulfillment of a water well construction permit and is assessed at the time of the permit issuance by the Kendall County Health Department

“PERMIT FEE” means a fee assessed for the issuance of a permit by the Kendall County Health Department

“PROPERTY” means any parcel or combination of contiguous parcels, under ownership or control for which legal title has been recorded and which is designated by its owner as a tract of land to be used, developed, or built upon as a unit.

“PROPERTY OWNER” means the person in whose name legal title to property is recorded.

“REVOCATION” means nullification.

“SHALL” means that the stated provision is mandatory.

“WATER WELL” means an excavation that is drilled, cored, bored, washed, driven, dug, jetted or otherwise constructed when the intended use of such excavation is for the location, diversion, artificial recharge, or acquisition of ground water, but such term does not include an excavation made for the purposes of obtaining or prospecting for oil, natural gas, minerals, or products of mining or quarrying or for inserting media to repressure an oil or natural gas bearing formation or for storing petroleum, natural gas, or other products or for observation or any other purpose in connection with the development or operation of a gas storage project.

“WELL” means a bored, drilled or driven shaft, or dug hole, the depth of which is greater than the largest surface dimension.

SECTION 4: NEW CONSTRUCTION

Water well and well permit plans shall be approved for new construction prior to the issuance of the building permit.

SECTION 5: POTABLE WATER SUPPLY REQUIRED

A. All premises intended for human habitation shall be provided with a potable water supply. Each potable water supply shall provide quantities of water that are sufficient for the dwelling or structure served.

1. Surface water supplies

Water systems which receive their source of water from ponds, lakes, streams, rivers, or other surface collectors of water shall be designed, constructed, and operated in accordance with the Surface Source Water Treatment Code (77 Ill. Adm. Code 930). No surface water shall be utilized as a potable water supply unless the Health Department has reviewed and approved the supply and its components.

2. Cisterns

Cisterns shall not be used as a potable water supply except where adequate groundwater resources are not available. Cistern water shall receive treatment in accordance with the Surface Source Water Treatment Code (77 Ill. Adm. Code 930). No surface water shall be utilized as a potable water supply unless the Health Department has reviewed and approved the supply and its components.

- B. The potable water supply shall not be connected to non-potable water and shall be protected against backflow and backsiphonage in accordance with the requirements of the Illinois Plumbing Code (77 Ill. Adm. Code 890).

SECTION 6: POWERS AND DUTIES OF THE HEALTH DEPARTMENT

- A. The Health Department shall be responsible for regulating the design, construction, operation, maintenance and service of private water wells, semi-private water wells, non-community water supplies, closed loop wells or dewatering wells.
- B. The Health Department shall be empowered to issue permits authorizing the installation and modification of private water wells, semi-private water wells, non-community water supplies, closed loop wells or dewatering wells within their jurisdiction.
- C. The Health Department shall be empowered to withhold issuance of a permit for a private water well, semi-private water well, non-community water supply, closed loop wells or dewatering well if the permit application is incomplete, the permit application and resulting well fail to conform to this ordinance or state law, or if site conditions are inconsistent with those provided within the submitted permit application.
- D. The Health Department shall make all necessary sanitary and health investigations and inspections to ensure compliance with the appropriate administrative codes, statutes and ordinances as is necessary to protect and improve the public health.
- E. The Health Department shall either institute, or cause to be instituted, legal proceedings in the Circuit Court of Kendall County in cooperation with the Kendall County State's Attorney's Office where a violation of this ordinance occurs or a condition presents a substantial hazard to public health.

SECTION 7: RIGHT OF ENTRY AND INSPECTION

- A. Pursuant to 55 ILCS 5/5-25013(A)(8), and the above cited administrative codes, the Health Department shall conduct inspections, investigations and site evaluations of properties, public and private, to determine compliance with the provisions of this ordinance. The Health Department shall perform all inspections, investigations and site evaluations at a reasonable time.
- B. It shall be the duty of all property owners or occupants to allow the Health Department personnel free access to the subject property at reasonable times to conduct inspections, investigations and site evaluations. Persons who deny Health Department personnel the ability to discharge the above described duties shall be in violation of this ordinance. In the event that Health Department personnel are refused permission to inspect any property at a reasonable time; he or she shall have the authority to seek an injunction and/or administrative investigative warrant from the Kendall County Circuit Court, as well as any other relief the Court may deem appropriate.

SECTION 8: PERMIT REQUIREMENTS

- A. An application for a permit to install or modify a private water well, semi-private water well, non-community water supply, closed loop well or dewatering well shall be submitted, in writing, on forms provided by the Kendall County Health Department.
- B. The applicable permit fee and any related inspection fee shall be paid at the time of permit application.
- C. If the Health Department finds that a permit application meets the requirements of the Illinois Department of Public Health Water Well Construction Code (77 Ill. Adm. Code 920) and all requirements of this Ordinance, a permit shall be issued to the applicant.
- D. Three copies of the water well plan or closed loop plan shall accompany the permit application.
- E. The following specification shall be included on, or with, a water well or closed loop well permit application:
 - 1. A drawing indicating lot size, direction of slope, location of property lines, and distances from proposed well construction to septic tanks, abandoned wells, property lines, seepage fields, sewers, and all other sources of contamination, and an indication of the type of contamination source;
 - 2. Water well drillers license number and name;
 - 3. Estimated daily pumping capacity if greater than 100,000 gallons per day;
 - 4. The location of the water well, including county, city, street address, or lot number, township, range, directions to the site and section;
 - 5. Name and address of the owner of the well;
 - 6. Type of well to be constructed (bored, dug, driven or drilled);
 - 7. An estimate of the depth of the well;
 - 8. Type of well (i.e., non-potable use well, such as an irrigation, livestock or industrial water well, private water well, semi-private water well or non-community public water well);
 - 9. Proposed aquifer.
- F. No water well or closed loop well shall be installed, modified or sealed until a permit has been issued by the Health Department. Failure to obtain a permit prior to beginning any such water well or closed loop well work shall constitute a violation of this ordinance.

SECTION 9: REVOCATION OR SUSPENSION OF PERMIT

- A. The Health Department shall have the authority to revoke or suspend water well or closed loop well permits when information serving as the basis for approval is found to be false or erroneous, or when provisions of this ordinance, applicable state statute or administrative code are violated.
- B. The reason for the suspension or revocation of a permit shall be posted in writing at the site, or mailed to the applicant at the address provided on the permit application, by certified mail, return receipt requested.

SECTION 10: PERMIT VALIDITY

A Health Department issued permit for the installation or modification of a private water well, semi-private water well, non-community water supply well, closed loop well or dewatering well is valid for a period of 12 months from the date of permit issuance. If construction has not started within that 12-month period, the permit is void. Written request for extension may be submitted prior to remaining 30 days of 12 month period.

SECTION 11: FEES

PRIVATE WATER SUPPLY FEES	
Water well construction permit	\$100
Water well inspection	\$150
Water well sealing permit	\$100
Water well capping permit	\$100
Closed loop well system permit – up to first 10 boreholes	\$100
Closed loop well system permit - after 10 boreholes	\$10 (each additional)
Closed loop well system inspection	\$100
Water well sample collection/analysis	\$70
Change of contractor	\$25
Public water supply feasibility letter	\$25
Variance request review	\$50
Non-community water supply bi-annual sanitary survey	\$50
Water well final construction re-inspection	\$50
Site evaluation	\$50
Non-compliance fee (work performed without a permit)	Permit fee x 2
Property transaction inspection fee - well & septic site evaluation and report	\$200
<ul style="list-style-type: none"> ● Fee exemptions will be granted to those organizations that are classified as official units of Kendall County Government. ● An applicant that can prove 501(c)(3) status will be granted a fee reduction of 50 percent of the regular fee as listed on this schedule. 	

SECTION 12: EXCEPTIONS

A permit for installation or modification of a water well shall not be required by the Health Department when the water well does, or will, serve a community public water system or function as a monitoring well.

SECTION 13: WATER WELL or WELL INSTALLATION

All wells shall be constructed by contractors meeting any and all applicable licensing and or certification requirements within the State of Illinois.

A. Installer responsibilities

1. No water well or closed loop well shall be installed or modified except in accordance with the provisions of this Ordinance.
2. It is the responsibility of the licensed water well contractor or licensed closed loop well contractor to install the water well or closed loop wells per the approved design. Failure to install a water well or closed loop well per the approved permit application is a violation of this ordinance which may result in a suspension or revocation of permit, delay of system approval and/or occupancy.
3. It is the responsibility of the licensed water well contractor or licensed closed loop contractor to notify the Health Department of any intended change(s) to the approved permit application. Notification of these intended changes shall be provided, in writing, to the Health Department prior to changes being implemented. Failure to provide the department with written notice of changes is a violation of this ordinance which may result in a suspension or revocation of permit, delay of system approval and/or occupancy.
4. The installation contractor shall be present during the system inspection. If the licensed or certified contractor is not present, his or her representative shall be present during the system inspection.

B. Notification

The property owner or licensed contractor shall provide a minimum 24 hours advance notification to the Health Department before beginning installation, modification or sealing of a water well or closed loop well for which a permit has been issued.

C. Site access

1. In order to determine compliance with this ordinance, site access for system inspection shall be deemed essential for, but not limited to, the following:
 - i. On-Site system layout review or site evaluations.
 - ii. At any stage of well construction, modification or sealing.
 - iii. Final inspection, following completion of the system installation.
 - iv. As may otherwise be necessary in compliance with Section 7 of this Ordinance.

SECTION 14: EMERGENCY REPAIRS/MODIFICATION

In the case of emergency repairs or modifications which require a permit, the emergency repair or modification shall be performed only after written notice has been provided to the Health Department outlining the necessary repair or modification. This section only applies to those emergency repairs and modifications which, if not promptly addressed, may present an immediate public health threat.

SECTION 15: ABANDONED WELLS

Wells that are abandoned shall be sealed in a manner prescribed by the Illinois Water Well Construction Code (*See* 77 Ill. Adm. Code 920.120). The Health Department may inspect abandoned wells to determine compliance with the code.

SECTION 16: BUILDING & ZONING RECOMMENDATION

It is recommended that the property owner, water well contractor or closed loop contractor contact the subdivision developer and Kendall County Planning Building & Zoning Department to review the previously accepted engineering plans for the subdivision to determine locations of required setbacks, drainage requirements, easements, floodplains, surface drain system, detention/retention ponds and other features. Nothing contained herein shall absolve the applicant from the necessity of following all applicable plats, PUD's , covenants, etc. that are in effect regarding applicant's property.

SECTION 17: CLOSED LOOP WELLS

- A. All closed loop wells shall be constructed by contractors meeting applicable licensing and or certification requirements within the State of Illinois.
- B. Application for permit of a closed loop well shall be made, in writing, and submitted on forms provided by the Kendall County Health Department. The closed loop well contractor and property owner shall sign the permit application.
- C. Applications for permit shall be accompanied by payment that is in accordance with the Health Department fee schedule.
- D. The application for permit shall also be accompanied with a plan listing the type of facility to be served (e.g., single family residence, apartment building, business, factory, school), the number and depth of the closed loop boreholes and showing the location of the closed loop well system, geographic location of the site using global positioning equipment and a description including county, city, street address, subdivision lot number, township, range, section and directions to the site. The plan shall also show all existing dwellings, seepage fields, sewers accessory structures, wells, septic system components, bodies of water or other property information requested by the Health Department to aid in the permitting of the closed loop well system. Changes in location of the closed loop well system shall be approved by the Health Department prior to installation.

- E. All closed loop-well setback distances described in the latest edition of the Illinois Water Well Construction Code (77 Ill. Adm. Code 920) shall be maintained.

Construction reports for each closed loop well shall be provided to the Health Department within 30 days of completion of drilling.

SECTION 18: VARIATIONS

The Health Department shall be empowered to grant variations to the requirements of these regulations in situations when the strict application of such requirements would create a unique hardship or unfair burden upon those affected. A variation shall be authorized only when it can be reasonably demonstrated that a public health hazard will not result. Variation requests shall be submitted in writing, on forms provided by the Kendall County Health Department. The Health Department shall notify the applicant in writing of its decision to either grant or deny the variation. The approved variation documents shall be recorded on the property deed and filed with the Kendall County Recorder of Deeds.

SECTION 19: DISINFECTION AND ANALYSIS

- A. All components of a newly constructed or modified water well used for drinking, culinary and sanitary purposes shall be thoroughly disinfected with a strong chlorine solution which will yield a dosage of at least 100 part per million to the water in the well and piping system.
- B. Water samples shall be collected by the water well contractor or property owner within 30 days of water well completion. A certified laboratory shall analyze all samples for newly constructed water wells. A copy of the analysis shall be filed with the Health Department.

SECTION 20: VIOLATIONS

- A. Whenever the Health Department determines that there is a violation of any provisions of this ordinance or applicable State code, the Health Department shall give notice of such alleged violation to the property owner, who shall then remedy the violation within the time allotted.
- B. The notice of violation shall:
 - 1. Be in writing.
 - 2. Include a statement of the reasons for the issuance of the notice.
 - 3. Contain details of the remedial action to be taken.
 - 4. Allow reasonable time to take remedial action and to otherwise comply with this ordinance.
 - 5. Be served upon the property owner, or resident, via personal delivery or sent via registered or certified mail.
- C. In addition to the revocation or suspension of any permit issued, if such violation continues, the matter will be referred to the Kendall County State's Attorney's Office to prosecute violations of the ordinance and to initiate any necessary action in the Circuit Court, in order to abate such violating condition as enumerated in this Ordinance or the associated State law, including, but not limited to seeking injunctive relief.

SECTION 21: HEARINGS AND APPEALS

Any person may appeal a permitting decision to the Health Department by written request that shall be filed with the Department within ten (10) business days after receipt of the subject notice to revoke, suspend or deny the permit at issue.

A hearing for such appeal shall be scheduled to take place as soon as reasonably possible, but no later than fifteen (15) business days from the date of filing such request, unless a later date is agreed upon. The Health Officer conducting the hearing shall give notice by phone and regular mail of the date, time and location of such hearing. Written notice of the hearing to a party may be waived by that party.

The hearing shall be conducted by a Health Officer at the place and time designated by him/her. All hearings shall be conducted so as to provide the parties adequate time to prepare, the right to present evidence in support of their position, the right to cross-examine, and the right to legal counsel at their own expense. The formal rules of evidence shall not apply. The Health Officer may ask questions of any witness to assist in reaching a decision. The Health Officer shall make a record of the proceedings. Should a party desire a verbatim transcript of such hearings, they may obtain a court reporter at their own expense.

Based upon the record of such hearing, the Health Department shall make a finding and a written decision shall be prepared. Such decision shall be considered final and shall be provided to the permit holder by the Health Department within fifteen (15) days and a record of the same shall be maintained.

SECTION 22: PARTIAL INVALIDITY

If any section, subsection, paragraph, sentence, clause, or phrase of this article shall be declared invalid for any reason whatsoever, such invalidation shall not affect the remaining portions of this article which shall remain in full force and effect.

SECTION 23: PENALTY

Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or refuses to remedy a violation of the provisions of this Ordinance shall be guilty of a business offense and be fined not less than \$100.00 and no more than \$1,000 for each offense. Each day upon which such violation continues shall constitute a separate offense. Further penalties shall be assessed as outlined in the latest edition of the Illinois Department of Public Health Water Well Construction Code (77 Ill. Adm. Code 920), Water well Pump Installation Code (77 Ill. Adm. Code 925), Public Area Sanitary Practice Code (77 Ill. Adm. Code 895), Drinking Water Systems Code (77 Ill. Adm. Code 900) or Surface Source Water Treatment Code (77 Ill. Adm. Code 930).

SECTION 24: MAINTENANCE OF RECORDS

The Health Department shall maintain a record of construction applications and permits, notices of subsequent lowerings, records of hearings and the information contained in those documents, which shall be available for public inspection.

SECTION 25: ENFORCEMENT:

Enforcement of this ordinance shall be performed by the Kendall County Health Department. The Kendall County State's Attorney's Office shall be authorized to bring any necessary actions and prosecute any violations of this ordinance in the Circuit Court.

SECTION 26: EFFECTIVE DATE

This ordinance and the regulations contained therein shall be in full force and effect on and after the date signed below.

APPROVED BY THE KENDALL COUNTY BOARD THIS DAY _____ 20 _____

Chair, Kendall County Board

Ayes _____

Nays _____

Attest _____
Kendall County Clerk

**ONSITE WASTEWATER TREATMENT SYSTEM ORDINANCE
KENDALL COUNTY, ILLINOIS**

SECTION 1: SCOPE

This ordinance is enacted to establish and provide for the enforcement of minimum standards to assure that onsite wastewater treatment systems are designed and constructed to ensure properly operating wastewater treatment systems through the construction phase in such a way as to protect the health of the public and natural resources within the county from impairment, pollution, or destruction. The maintenance and servicing of these systems are also inspected through regular food establishment inspections, complaint driven events, or homeowner requests to meet the requirements of applicable state code.

The statutes of the State of Illinois, including 225 ILCS 225/1 *et seq.*, grant to the Kendall County Board the power to enact such ordinances that protect the health of the citizens of Kendall County.

Therefore, be it ordained by the County Board of Kendall County, Illinois, that the following rules and regulations are hereby made and adopted.

SECTION 2: ADOPTION BY REFERENCE

The rules and regulations in the latest edition of the Illinois Department of Public Health Private Sewage Disposal Licensing Act (225 ILCS 225/1 *et seq.*) & Code (77 Ill. Adm. Code 905), and any subsequent amendments or revisions thereto, are adopted and incorporated as part of this ordinance.

SECTION 3: DEFINITIONS

The following definitions shall apply in the interpretation and enforcement of this ordinance:

“ACCESSORY STRUCTURE” means any structure with a roof that is not attached to the dwelling.

“AGRICULTURAL LAND” means land on which a food crop, feed crop, or fiber crop is grown such as range land, pasture land or farms.

“APPLICANT” means the property owner as defined herein or his or her authorized agent.

“APPROVED” or **“APPROVAL”** as it pertains to this ordinance, means constructed and installed in compliance with technical standards and requirements of this ordinance. Approved does not imply or ensure that a system will perform satisfactorily.

“DIRECTOR” means the Director of Environmental Health Services.

“HEALTH DEPARTMENT” means Kendall County Health Department and its authorized representatives.

“DOMESTIC SEWAGE or SEWAGE” as it pertains to this ordinance, means human wastewater derived principally from plumbing fixture drains in dwellings, business or office buildings, institutions, food service establishments, and similar facilities. It shall not include animal waste, industrial waste or commercial processing waste.

“INSPECTION FEE” as it pertains to this ordinance, means a fee assessed for the inspection of work performed which relates to an onsite wastewater treatment system.

“INTERCEPTOR DRAIN” is a drain tile located upslope from the soil treatment area and consists of a perforated tile extending beyond the septic field width and then outlets through a non-perforated tile that runs down slope on one side of the onsite wastewater treatment system.

“ONSITE WASTEWATER TREATMENT SYSTEM (OWTS)” means a an absorption system relying on natural processes and/or mechanical components that is used to collect, store, treat, neutralize, stabilize, or dispose sewage which is not a part of or connected to a sewage treatment works. An OWTS is commonly referred to as a “septic system”. *Also see 225 ILCS 225/3(7) "Private Sewage Disposal System"*.

“ONSITE WASTEWATER TREATMENT SYSTEM COMPONENT” means a component of an onsite wastewater treatment system that is installed on the site at which the wastewater is produced, including, but not limited to, a septic tank, lift station, a secondary pretreatment unit, or soil treatment area. For the purposes of this ordinance, an onsite wastewater treatment system component may also be referred to as a system component.

“NON-RESIDENTIAL PROPERTY” means any property that is not used for a single family home.

“PERIMETER DRAIN is a perforated drain tile that encircles the soil treatment area and outlets down slope through a non- perforated tile.

“PERMIT” means the document that is issued by the Health Department upon proper application, which authorizes the construction, repair or alteration of an onsite wastewater treatment system under this Ordinance.

“PERMIT FEE” means a fee assessed for the issuance of a permit by the Kendall County Health Department.

“PROPERTY” means any parcel or combination of contiguous parcels, under ownership or control for which legal title has been recorded and which is designated by its owner as a tract of land to be used, developed, or built upon as a unit.

“PROPERTY OWNER” means the person in whose name legal title to property is recorded.

“REVOCATION” means nullification.

“SEGMENT DRAIN” is an extension of an interceptor or perimeter drain that extends between sections of a split soil treatment field. Segment drains supplement drainage efficiency in large soil treatment fields or where soil permeability is moderately slow as in Soil Design Groups IX, X, and XI.

“SHALL” means that the stated provision is mandatory.

“SHOULD” means the stated provision is recommended, but not required.

SECTION 4: POWERS AND DUTIES OF THE HEALTH DEPARTMENT

- A. The Health Department shall be responsible for regulating the design, construction, operation, maintenance and service of onsite wastewater treatment systems and their compliance with this Ordinance, the Illinois Department of Public Health Private Sewage Disposal Licensing Act (225 ILCS 225/1 *et seq.*) & the Private Sewage Disposal Code (77 Ill. Adm. Code 905).
- B. The Health Department shall be empowered to issue permits authorizing the installation, repair, alteration or renovation of onsite wastewater treatment systems within their jurisdiction.
- C. The Health Department shall be empowered to withhold issuance of or revoke an onsite wastewater treatment system permit if the permit application is incomplete or if site conditions are inconsistent with those provided within the submitted permit application.
- D. The Health Department shall make all necessary sanitary and health investigations and inspections to ensure compliance with the appropriate administrative codes, statutes and ordinances as is necessary to protect and improve the public health.
- E. The Health Department shall either institute, or cause to be instituted, legal proceedings in the Circuit Court of Kendall County in cooperation with the Kendall County State’s Attorney’s Office where a violation of this ordinance occurs or a condition presents a substantial hazard to public health.

SECTION 5: RIGHT OF ENTRY AND INSPECTION

Pursuant to 55 ILCS 5/5-25013(A)(8), the health department shall be empowered to conduct inspections, investigations and site evaluations of properties, public and private, to determine compliance with the provisions of this ordinance. The health department shall perform all inspections, investigations and site evaluations at a reasonable time.

It shall be the duty of all property owners or occupants to allow the Health Department personnel free access to the subject property at reasonable times to conduct inspections, investigations and site evaluations. Persons who deny Health Department personnel the ability to discharge the above described duties shall be in violation of this Ordinance. In the event that Health Department personnel are refused permission to inspect any property at a reasonable time; he or she shall have the authority to seek an injunction and/or administrative investigative warrant from the Kendall County Circuit Court, as well as any other relief the Court may deem appropriate.

SECTION 6: NON-RESIDENTIAL ONSITE WASTEWATER TREATMENT SYSTEMS

- A. The health department shall review any proposal for an onsite wastewater treatment system to service a non-residential property via an informal meeting with the designer prior to its submittal for approval. The review shall consider those elements of the proposal which may impact the functioning and longevity of the onsite wastewater treatment system including, but not limited to, waste strength, peak flows, removal of non-domestic wastewater, seasonal flow variations, soil or site limitations, adequate future replacement area and elements of the proposal which may require special arrangements for access and maintenance.
- B. In all cases where non-residential properties are proposed for development, an area for a full-size replacement system shall be provided. The area shall be suitable for an onsite wastewater treatment system as confirmed by onsite soil investigation and designated for future onsite wastewater treatment system replacement. The replacement area shall be kept free of development, traffic or soil modification on all properties.
- C. An aeration treatment plant servicing a non-residential system shall meet the requirements of 77 Ill. Adm. Code 905.100J and may be subject to routine or periodic wastewater sampling which may be requested by the Kendall County Health Department at their discretion.

SECTION 8: SOIL INVESTIGATIONS

Soil investigations shall be conducted as outlined in the latest edition of the Illinois Department of Public Health Private Sewage Disposal Code (77 Ill. Adm. Code 905).

SECTION 9: INTERCEPTOR DRAIN & PERIMETER DRAIN INSTALLATIONS TO AFFECT A SEASONAL HIGH WATER TABLE WITH A SUBSURFACE SEEPAGE SYSTEM

- A. General requirements
 1. The minimum size and grade of drain tile shall be 4-inch single-wall corrugated, perforated HDPE pipe conforming to ASTM F405. Non-perforated tile conforming to ASTM F405 shall be the minimum used for outlet tiles.
 2. Well-graded pit run gravel with less than 5 percent fines passing the #200 sieve and no aggregate more than 1.5 inches in diameter shall be used for gravel backfill around the drainage tile. Ideal material will contain a mixture of medium and coarse sand with fine and medium gravel.
 3. Other department approved synthetic media may be used in lieu of gravel and tile provided their drainage capability equals or exceeds that of gravel.
 4. Drain tile installed in sandy soil, as indicated on the soil evaluation report, shall be wrapped in geotextile fabric with an effective opening size between 0.2 and 0.85 millimeters.
 5. The drain tile outlet shall be metal or PVC a minimum of 2 feet in length that is equipped with a rodent guard.
 6. Gravity discharge from the outlet is strongly preferred, and the outlet pipe shall be placed to encourage free flow of water in all seasons.

7. If a gravity-flow outlet cannot be achieved, the drain shall flow into a vault of sufficient size to maximize the life of the sump pump.
 8. Any existing drainage tiles encountered in the proposed soil treatment area during construction shall be rerouted.
 9. A cross-section of the curtain drain shall be provided on the onsite wastewater treatment system plan. All construction details of the curtain drain shall be provided on the cross-section.
 10. Discharge to roadside drainage ditches is not permitted without written permission from the responsible highway authority, responsible township authority or other entity responsible for the roadside drainage ditch.
- B. Placement requirements
1. The minimum trench width shall be eight inches.
 2. A minimum of 3 inches of gravel, or approved synthetic aggregate, shall be placed in the trench bottom prior to installation of drainage tile.
 3. Outlet tiles do not require gravel, or approved synthetic aggregate, and should be backfilled with native material.
 4. Drainage tile shall be placed so that no sags occur that may impede drainage. Minimum slope on drain tile is 0.2 foot per 100 feet of run (0.2%).
 5. Buried open ends of drainage tile shall be capped to prevent siltation within the tile.
 6. The center of all tiles in drainage systems shall be placed a minimum of ten feet from the center of any septic field lines.
 7. If the shallowest depth to restrictive permeability is 36-42 inches below the surface, the drain tile trench bottom should extend 6 inches into the restricted permeability zone. In these instances, septic lines must lie at-grade or within 12 inches of the surface.
 8. If the shallowest depth to restrictive permeability is 42 inches or more, the drain tile trench bottom should extend 6 inches into the restricted permeability zone or lie 3 feet below the bottom of the deepest septic field trench, whichever is shallower.
 9. Drain tiles installed parallel to effluent lines shall not lie more than 50 feet apart in soils with design loading rates in Design Groups IX or X, 30 feet apart in Design Group XI. Segment drains shall be used to achieve proper intervals. Drain tile intervals shall not exceed 65 feet for soils in Design Groups II-VIII.
- C. Perimeter segment drain requirements
1. Drain tile trench should be backfilled with gravel, or approved synthetic aggregate, to a depth of 6 inches above the shallowest seasonal high water table depth shown by the soil evaluation report. The remainder of the trench may be backfilled with native material. Backfilling with gravel or approved synthetic aggregate, to within 6 inches of the soil surface and capping with topsoil to final grade is recommended for soils in Design Groups IX, X, and XI.
 2. Segment drains may be used in conjunction with both perimeter and interceptor drains. Ten-foot setbacks to septic field lines must be maintained with segment drains.
- D. Interceptor drain requirements
1. The center of the drain tile shall lay a minimum of 10 and a maximum of 15 feet upslope from the center of the nearest effluent line.
 2. The drain tile trench shall be backfilled with gravel, or approved synthetic aggregate, to within 6 inches of the surface and capped with topsoil to final grade.

SECTION 10: PERMIT REQUIREMENTS

- A. An application for a permit to install, repair or renovate an onsite wastewater treatment system shall be submitted, in writing, on forms provided by the Kendall County Health Department.
- B. The applicable permit fee and any related inspection fee shall be paid at the time of permit application.

- C. If the health department finds that a permit application meets the requirements of the Illinois Department of Public Health Private Sewage Disposal Code (77 Ill. Adm. Code 905) and all requirements of this ordinance a permit shall be issued to the applicant.
- D. Three copies of the onsite wastewater treatment system plan shall accompany the permit application. Plans shall be drawn with an Engineer's scale (1 inch equals 10', 20', 30', 40', 50' or 60').
- E. The following specifications shall be included on, or with, the onsite wastewater treatment system permit application:
 - 1. Location of all existing and proposed buildings, accessory structures, driveways, roads, parking areas, sidewalks, patios, decks, swimming pools and any other improvements that may affect the location of onsite systems;
 - 2. Location and dimensions of all lot boundaries and easements on the property;
 - 3. Location of all existing water wells and onsite wastewater treatment system components whether existing or proposed on the subject and adjacent properties;
 - 4. Location of all proposed storm water systems including, but not limited to, storm sewers, detention basins, retention basins or drainage tiles on the subject and adjacent properties;
 - 5. Location of any lake, stream, wetland or body of water, flood plains, detention or retention areas on the subject property;
 - 6. Identification of any agricultural land which is used for farming purposes (on the subject property);
 - 6. Existing roadways and other areas where existing soil may be disturbed;
 - 7. Description and location of all existing and proposed components of the onsite wastewater treatment system. The description shall include manufacturer name and size of each component of the system. The location of all components of the onsite wastewater treatment system shall be provided on the design plan. This includes tanks, lift stations, distribution piping (material and size), distribution boxes, drop boxes, soil treatment components, gravel application beds in mound systems and any area where fill is to be applied;
 - 8. A copy of the soil investigation report, including the location of all soil evaluation points. All soil borings locations shall be transposed onto the permit design plans.
 - 9. Existing and proposed topography in two foot contours;
 - 10. A cross-section view of the subsurface seepage system including the total amount of soil cover, in inches, over the system. For subsurface seepage systems, the minimum and maximum cover shall be provided, in inches, on the plan. If a curtain drain is utilized, include a cross-section of the curtain drain, including construction details and depth, in inches, of the curtain drain;
 - 11. Elevations necessary to describe the sewage flow to, and through, the onsite wastewater treatment system. These elevations include, but are not limited to, the following: top of foundation or another suitable benchmark, plumbing stub-out, inlet and outlet of any tank(s), inlet of distribution box(es), top or bottom elevations of seepage lines or other subsurface seepage components.
- F. No onsite wastewater treatment system shall be installed, repaired or renovated until a permit has been issued by the department.

SECTION 11: REVOCATION OF PERMIT

- A. The health department shall have the authority to revoke onsite wastewater treatment system permits when information serving as the basis for approval is found to be false or erroneous, or when provisions of this ordinance or the Illinois Department of Public Health Private Sewage Disposal Code (77 Ill. Adm. Code 905) are violated.
- B. The health department shall have the authority to revoke onsite wastewater treatment system permits if the area designed for the soil treatment is disturbed by major filling, compaction, excavation, paving or other disturbances that adversely impact the permeability of the soil.
- C. The reason for the revocation of a permit shall be posted in writing at the site, or mailed to the applicant at the address provided on the permit application, by certified mail, return receipt requested.

SECTION 12: PERMIT VALIDITY

A health department issued permit for the installation, repair or renovation of an onsite wastewater treatment system is valid for a period of 12 months from the date of permit issuance. If construction has not started within that 12-month period, the permit is void. Written request for extension may be submitted to the Environmental Health Department prior to remaining 30 days of 12 month period.

SECTION 13: FEES

ONSITE WASTEWATER TREATMENT SYSTEM (OWTS) FEES	
OWTS permit (new construction or replacing existing tank & field)	\$340
OWTS septic tank replacement permit	\$100
OWTS soil absorption system repair permit	\$200
OWTS re-inspection	\$50
OWTS permit (new construction - community/cluster)	\$500
OWTS permit plan revision	\$50
Permanent holding tank	\$150
Septic tank abandonment	\$50
Variance request	\$70
Change of contractor	\$25
Annual domestic sewage land applicator	\$100
Soil evaluation consultation and report	\$50
Subdivision plat review (per lot)	\$50
Public sewer feasibility letter	\$25
Site evaluation	\$50
Community system administrative and inspection fee	\$400
Non-compliance fee (work performed without a permit)	Permit fee x 2
Property transaction inspection fee - well & septic site evaluation and report	\$200
<ul style="list-style-type: none"> ● Fee exemptions will be granted to those organizations that are classified as official units of Kendall County Government. ● An applicant that can prove 501(c)(3) status will be granted a fee reduction of 50 percent of the regular fee as listed on this schedule. 	

SECTION 14: ONSITE WASTEWATER TREATMENT SYSTEM INSTALLATION

A. Installer responsibilities

1. No onsite wastewater treatment system shall be installed, repaired or renovated except in accordance with the provisions of this ordinance.
2. It is the responsibility of the licensed private sewage disposal installation contractor to install the onsite wastewater treatment system per the approved permit application. Failure to install the onsite wastewater treatment system per the approved permit application is a violation of this ordinance which may result in a delay of system approval and/or occupancy and/or the revocation of any permit granted for the same.
3. It is the responsibility of the licensed private sewage disposal contractor to notify the health department of any change(s) to the approved permit application. Notification of any changes shall be provided, in writing, to the Health Department. Failure to provide the department with written notice of changes is a violation of this ordinance which may result in a delay of system approval and/or occupancy and/or the revocation of any permit granted for the same.
4. The system installer shall be present during a system inspection. If the system installer is unable to be present, his or her representative shall be present.

B. Protection of the onsite wastewater treatment system

The area of an onsite wastewater treatment system shall be selected and maintained so that it is free from soil compaction or soil disturbance caused by, but not limited to the following: driveways, decks, patios, slabs, accessory structures, swimming pools, parking areas, buried lawn sprinkling systems, underground utility services, and addition to the original structure. Access to all onsite wastewater treatment system components shall be provided at all times for maintenance and servicing.

C. Construction traffic

On properties where installation equipment will have limited access to the proposed onsite wastewater treatment system area, the health department may request that the location for material storage and the designated path for construction traffic be specified on, or with, the system plan.

Agricultural land

Onsite wastewater treatment systems and onsite wastewater treatment system components shall not be installed on agricultural land which is routinely farmed.

D. Notification

The property owner or licensed contractor shall provide a minimum 24 hours advance notification to the health department before beginning installation, repair or renovation of any component or components of the onsite wastewater treatment system for which a permit has been issued.

E. F. Site access

In order to determine compliance with this ordinance, site access for system inspection shall be deemed essential for, but not limited to, the following:

1. On-site system layout review or site evaluations.
2. Observing soil investigations and soil borings.
3. At any stage of installation of the system.
4. Final inspection, following completion of the system installation, prior to covering.
5. As may otherwise be necessary in compliance with Section 5 of this Ordinance.

F. Tree removal

Any removal of trees from the proposed onsite wastewater treatment system area which have a trunk diameter measuring greater than twelve inches shall be removed by cutting near the surface. Stumps shall be removed by grinding or cutting. On wooded lots, it is strongly recommended that property owners and/or private sewage disposal system installation contractors contact KCHD prior to any tree or soil disturbance.

G. Patios, concrete slabs and decks

1. New construction of patios and slabs shall maintain a five foot horizontal separation distance to a septic tank, aeration device, lift station, holding tank or any other component of the septic system.
2. New decks shall be built so as to accommodate the integrity, functionality, or servicing of any component of septic system; allowing for a five foot horizontal separation from the septic tank.
3. Existing decks, patios and slabs located over septic system components shall be modified to allow access for maintenance of the onsite wastewater treatment system.

H. Access to onsite wastewater treatment system components

1. All onsite wastewater treatment system tanks, lift stations, aeration devices and any other treatment components installed after the effective date of this ordinance shall be provided with risers that terminate a minimum of three inches above finished grade in order to allow access for pumping and maintenance.

SECTION 15: EMERGENCY REPAIRS

In the case of emergency repairs which require a permit, the emergency repair shall be performed only after written notice has been provided to the health department outlining the necessary repair. This section only applies to those emergency repairs which, if not promptly addressed, may endanger the public or present an immediate threat to public health.

SECTION 16: ORDER TO UNCOVER

If any person backfills, or covers, any portion of the system with earth, or other material which prevents the Health Department from properly inspecting the system to determine compliance with this ordinance, the system installer shall uncover the portions of the system deemed necessary by the Health Department to allow for system inspection. (*See* 77 Ill. Adm. Code 905.190)

SECTION 17: PROTECTION OF THE ONSITE WASTEWATER TREATMENT SYSTEM

- A. The onsite wastewater treatment system area shall be protected by fencing, or other department approved measures, prior to applying for a permit. The system shall remain protected throughout the duration of any construction to eliminate compaction of the soil or damage to the soil or the onsite wastewater treatment system.
- B. It shall be the responsibility of the property owner to protect the area(s) of the onsite wastewater treatment system and all system components.
- C. It shall be the responsibility of the property owner to reserve any area(s) designated for future installation of an onsite wastewater treatment system.

SECTION 18: BUILDING & ZONING RECOMMENDATION

It is recommended that the designer of the system contact the subdivision developer and Kendall County Planning Building & Zoning Department to review the accepted engineering plans for the subdivision to determine locations of required setbacks, drainage requirements, easements, floodplains, surface drain system, detention/retention ponds and other features. Nothing contained herein shall absolve the applicant from the necessity of following all applicable plats, PUD's , covenants, etc. that are in effect regarding applicant's property.

SECTION 19: BUILDING CONSTRUCTION PROJECTS & PERMITTING

All onsite wastewater treatment systems shall either be in compliance with the Illinois Private Sewage Disposal Code and this ordinance or new onsite wastewater treatment system plans shall be submitted to the health department and approved by this health department prior to the issuance of the building permit by the building authority.

SECTION 20: VARIATIONS

The Health Department may grant a variation by modifying or waiving specific requirements of this ordinance if, in the opinion of the Health Department a public health hazard will not result from the issuance of the variation. Variation requests shall be submitted in writing, on forms provided by the Kendall County Health Department. The Health Department shall notify the applicant in writing of its decision to either grant or deny the variation. The approved variation documents shall be recorded on the property deed and filed with the Kendall County Recorder of Deeds.

SECTION 21: VIOLATIONS

- A. Whenever the health department determines that there is a violation of any provision of this ordinance, the health department shall give notice of such alleged violation to the property owner, who shall then remedy the violation within the time allotted.
- B. The notice of violation shall:
 1. Be in writing.
 2. Include a statement of the reasons for the issuance of the notice.
 3. Contain details of the remedial action to be taken.
 4. Allow reasonable time to take remedial action and to otherwise comply with this ordinance.
 5. Be served to the property owner, or resident, via personal deliver or sent via registered or certified mail.
- C. In addition to the revocation or suspension of any permit issued, if such violation continues, the matter will be referred to the Kendall County State's Attorney's Office to prosecute violations of the ordinance and to initiate any necessary action in the Circuit Court, in order to abate such violating condition as enumerated in this Ordinance or the associated State law, including, but not limited to seeking injunctive relief.

SECTION 22: HEARINGS AND APPEALS

Any person may appeal a permitting decision to the Health Department by written request that shall be filed with the Department within ten (10) business days after receipt of the subject notice to revoke or deny the permit at issue.

A hearing for such appeal shall be scheduled to take place as soon as reasonably possible, but no later than fifteen (15) business days from the date of filing such request, unless a later date is agreed upon. The Health Officer conducting the hearing shall give notice by phone and regular mail of the date, time and location of such hearing. Written notice of the hearing to a party may be waived by that party.

The hearing shall be conducted by a Health Officer at the place and time designated by him/her. All hearings shall be conducted so as to provide the parties adequate time to prepare, the right to present evidence in support of their position, the right to cross-examine, and the right to legal counsel at the party's own expense. The formal rules of evidence shall not apply. The Health Officer may ask questions of any witness to assist in reaching a decision. The Health Officer shall make a record of the proceedings. Should a party desire a verbatim transcript of such hearings, they may obtain a court reporter at their own expense.

Based upon the record of such hearing, the Health Department shall make a finding and a written decision shall be prepared. Such decision shall be considered final and shall be provided to the permit holder by the Health Department within fifteen (15) days and a record of the same shall be maintained.

SECTION 23: PARTIAL INVALIDITY

If any section, subsection, paragraph, sentence, clause, or phrase of this article shall be declared invalid for any reason whatsoever, such invalidation shall not affect the remaining portions of this article which shall remain in full force and effect.

SECTION 24: PENALTY

Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or refuses to remedy a violation of the provisions of this Ordinance shall be guilty of a business offense and be fined not less than \$100.00 and no more than \$1,000 for each offense. Each day upon which such violation continues shall constitute a separate offense. Further penalties shall be assessed as outlined in the latest edition of the Illinois Department of Public Health Private Sewage Disposal Code (*See* 77 Ill. Adm. Code 905.205).

SECTION 25: MAINTENANCE OF RECORDS

The Health Department shall maintain a record of applications and permits, notices of subsequent enforcement, records of hearings and the information contained in those documents, which shall be available for public inspection.

SECTION 26: ENFORCEMENT

Enforcement of this ordinance shall be performed by the Kendall County Health Department. The Kendall County State's Attorney's Office shall be authorized to bring any necessary actions and prosecute any violations of this ordinance in the Circuit Court.

SECTION 27: EFFECTIVE DATE

This ordinance and the regulations contained therein shall be in full force and effect on and after the date signed below.

APPROVED BY THE KENDALL COUNTY BOARD THIS DAY _____ 20 _____

Chair, Kendall County Board

Ayes _____

Nays _____

Attest _____
Kendall County Clerk

KENDALL COUNTY
PUBLIC BUILDING COMMISSION MEETING
September 9, 2016

The meeting of the Kendall County Public Building Commission was held at the Kendall County Office Building, Room 215, in the City of Yorkville, Illinois on Wednesday, September 09, 2016, at 3:30 pm. Members present: Chairman Jeff Wehrli, Nancy Martin, John Purcell and John Shaw. A quorum was present to conduct business. Also present: Jill Ferko, and David Berault.

APPROVAL OF MINUTES

Member Martin moved to approve the minutes of November 12, 2015 as submitted. Member Purcell seconded the motion. Chairman Wehrli asked for a voice vote on the motion. All members present voting aye. Motion carried.

APPROVAL OF AGENDA

Member Martin moved to approve the Agenda as submitted. Member Purcell seconded the motion. Chairman Wehrli asked for a voice vote on the motion. All members present voting aye. Motion carried.

CITIZENS TO BE HEARD

There were no citizens to be heard.

AUDIT PAYMENT TO MACK AND ASSOCIATES

Member Martin moved to approve payment of Mack and Associates Invoice 7982 for auditing services for the fiscal year ending October 31, 2016 in the amount of \$3,235. Member Purcell seconded the motion. The Chair noted that this payment will close out the account balance. Chairman Wehrli asked for a roll call vote on the motion. All members present voting aye. Motion carried.

PAYMENT OF PBC SECRETARY

Member Purcell moved to approve payment to PBC Secretary Rennetta Mickelson for Secretarial Services from 2015 through the dissolution and related activities of the PBC in 2016 in the amount \$700. Member Martin seconded the motion. It was noted that the amount includes 40 hours of services, including all of 2015, 2016 and services required to prepare and facilitate the closeout and transfer of records and other services and supplies as may be required to complete the dissolution process of the PBC. Per ASA Berault all invoices needed to be presented prior to the dissolution. Chairman Wehrli asked for a roll call vote on the motion. All members present voting aye. Motion carried.

PAYMENT OF BILLS and TREASURER'S REPORT

Treasurer Ferko submitted a written report. She explained that some of the funds are in a CD which may create a small penalty due to early withdrawal. She also indicated that there may be some credit for interest. Member Martin moved to accept Jill Ferko's PBC Treasurer's Report which included the payment to Mack and Associates and to Rennetta Mickelson. Member Purcell seconded the motion. During discussion Jill Ferko said when the current balance is reduced by the two invoices the remaining balance would be about \$584,304.47. Chairman Wehrli asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**RESOLUTION TO TRANSFER REMAINING PBC FUNDS, RECORDS AND REAL ESTATE TO THE
COUNTY OF KENDALL**

Member Purcell moved to approve the Resolution to Transfer Remaining Funds, Records and Real Estate of the Kendall County Public Building Commission to the County of Kendall Upon Dissolution Pursuant to the Public Building Commission Act (50 ILCS 20/1 et Seq.) Member Shaw seconded the motion.

ASA David Berault indicated it had taken about the last year to prepare for the dissolution of the PBC which must be done by a vote of the County Board. Prior to so doing, the funds and the campus property must be transferred over by the provided Resolution. The dissolution requires an additional Resolution which will be brought before the County Board at the September 20, 2016 meeting along with Exhibit A which is the Warranty Deed. He noted all invoices needed to be approved at this meeting including to Mack and Mickelson because essentially the funds cannot be transferred until the bills are paid.

Chairman Wehrli noted the funds would be automatically transferred to the Treasurer's Office without the writing of a check. The Commissioners indicated that they have continued to state the transferred funds should be used for the Public Safety Center Capital Improvement Fund. Among the suggestions which were discussed was to move the matter forward through Finance.

Due to an appointment, Commissioner Purcell was excused from the remainder of the meeting prior to the vote.

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

**KENDALL COUNTY PUBLIC BUILDING COMMISSION
RESOLUTION 2016-01**

**RESOLUTION TO TRANSFER REMAINING FUNDS, RECORDS AND REAL ESTATE OF
THE KENDALL COUNTY PUBLIC BUILDING COMMISSION TO THE COUNTY OF
KENDALL UPON DISSOLUTION PURSUANT TO
THE PUBLIC BUILDING COMMISSION ACT (50 ILCS 20/1 et Seq.)**

WHEREAS, on May 10, 1988 the Kendall County Board created the Kendall County Public Building Commission pursuant to the Public Building Commission Act (50 ILCS 20/1 et seq. (formerly enacted as Ill.Rev.Stat., Ch. 85 ¶ 1031, et seq.)) by enacting Kendall County Resolution No. 88 3573 and subsequently recorded said Resolution with the Kendall County Recorder on July 19, 1988; and

WHEREAS, thereafter the Kendall County Public Building Commission was organized for the public interest and endeavored to make possible the construction, acquisition and enlargement of public improvements, buildings and facilities at convenient locations within the county seat, for use by the governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens in accordance with 50 ILCS 20/2; and

WHEREAS, in accordance with its mandate, the Kendall County Public Building Commission acquired the deed to PIN 02-29-100-006, wherein exists the "Kendall County Government Campus", which now contains the Kendall County Courthouse, Health & Human Services Building and Public Safety Center; and

WHEREAS, 50 ILCS 20/22.1(b) of the Public Building Commission Act states that: "Any Public Building Commission which has fulfilled the purpose for which it was created, and all bonds issued by it and all of its contractual obligations except personnel contracts have been paid, may be dissolved, upon the filing by the presiding officer of the ... county board which organized such Commission, in the office of the recorder, a copy of a resolution adopted by the governing body of such ... county board approving such dissolution. Upon the dissolution of such Commission pursuant to this subsection, the Treasurer of the Commission shall cause all remaining funds under his control to be transferred to the Treasurer of the ... county which organized the Commission."; and

WHEREAS, at this time the Kendall County Public Building Commission desires to transfer the real estate located on PIN 02-29-100-006 by way of deed, including all buildings, facilities, rights and obligations in relation to the “Kendall County Government Campus” as described in Exhibit A, to the County of Kendall; and

WHEREAS, the Kendall County Public Building Commission shall complete its final annual audit of its books, records and accounts pursuant to 50 ILCS 20/10 and submit the same to the Kendall County Board within 180 days pursuant to 55 ILCS 5/6-31005; and

WHEREAS, pursuant to 50 ILCS 20/22.1(b), the Kendall County Public Building Commission must upon dissolution transfer all of its remaining funds to the Kendall County Treasurer; and

WHEREAS, pursuant to instruction of the Illinois State Archives, the Kendall County Public Building Commission must transfer all of its records and minutes to the custody of the Kendall County Clerk and Recorder for permanent retention so as to preserve the history of Kendall County; and

WHEREAS, at this time the Kendall County Public Building Commission has fulfilled the purpose for which it was created, and all bonds issued by it and all of its contractual obligations except personnel contracts have been paid.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are hereby incorporated into this section as if fully reinstated herein and that the Kendall County Public Building Commission hereby approves the transfer of the Deed for the real estate parcel (PIN 02-29-100-006) including all buildings, facilities, rights and obligations contained within and in regard to the “Kendall County Government Campus” as described in the attached Exhibit A to the County of Kendall and by doing so conveys and warrants its interests in said real estate parcel in consideration of the mutual promises and covenants described therein; and

BE IT FURTHER RESOLVED that the Kendall County Public Building Commission Chairman and Secretary are hereby authorized to execute said Warranty Deed on behalf of the Kendall County Public Building Commission and to affix the Commission’s seal pursuant to 50 ILCS 20/21; and

BE IT FURTHER RESOLVED that upon the passage of a Resolution by the Kendall County Board dissolving the Kendall County Public Building Commission, the Commission shall transfer all remaining funds under its control to the Kendall County Treasurer; and

BE IT FURTHER RESOLVED that upon the passage of a Resolution by the Kendall County Board dissolving the Kendall County Public Building Commission, the Secretary of the Commission shall transfer all of the Commission’s records and minutes to the Kendall County Clerk and Recorder for permanent retention.

Approved and adopted by the Kendall County Public Building Commission, Kendall County, Illinois, this 14th day of September, 2016.

Jeff Wehrli, Chairman
Kendall County Public Building Commission

Rennetta Mickelson, Secretary
Kendall County Public Building Commission

OTHER BUSINESS

Chairman Wehrli thanked the officers and members for their service and involvement in the Public Building Commission. He thanked the State’s Attorney’s office for the preparatory work involved in making arrangements for the final close-out.

Jill Ferko handed out copies of Mack’s Financial Report dated October 31, 2015.

ADJOURNMENT

Member Martin moved to adjourn the PBC’s final meeting. Member Shaw seconded the motion. Chairman Wehrli asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Rennetta Mickelson
PBC Secretary

**COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2016-__**

**RESOLUTION DISSOLVING THE KENDALL COUNTY PUBLIC BUILDING
COMMISSION, KENDALL COUNTY, ILLINOIS PURSUANT TO
THE PUBLIC BUILDING COMMISSION ACT (50 ILCS 20/1 *et seq.*)**

WHEREAS, on May 10, 1988 the Kendall County Board created the Kendall County Public Building Commission pursuant to the Public Building Commission Act (50 ILCS 20/1 *et seq.* (formerly enacted as Ill.Rev.Stat., Ch. 85 ¶ 1031, *et seq.*)) by enacting Kendall County Resolution No. 88 3573 and subsequently recorded said Resolution with the Kendall County Recorder on July 19, 1988; and

WHEREAS, thereafter the Kendall County Public Building Commission was organized for the public interest and endeavored to make possible the construction, acquisition and enlargement of public improvements, buildings and facilities at convenient locations within the county seat, for use by the governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens in accordance with 50 ILCS 20/2; and

WHEREAS, in accordance with its mandate, the Kendall County Public Building Commission acquired the deed to PIN 02-29-100-006, wherein exists the “Kendall County Government Campus”, which now contains the Kendall County Courthouse, Health & Human Services Building and Public Safety Center; and

WHEREAS, 50 ILCS 20/22.1(b) of the Public Building Commission Act states that “Any Public Building Commission which has fulfilled the purpose for which it was created, and all bonds issued by it and all of its contractual obligations except personnel contracts have been paid, may be dissolved, upon the filing by the presiding officer of the ... county board which organized such Commission, in the office of the recorder, a copy of a resolution adopted by the governing body of such ... county board approving such dissolution. Upon the dissolution of such Commission pursuant to this subsection, the Treasurer of the Commission shall cause all remaining funds under his control to be transferred to the Treasurer of the ... county which organized the Commission.”; and

WHEREAS, at this time the Kendall County Public Building Commission desires to transfer the real estate located on PIN 02-29-100-006 by way of deed, including all buildings, facilities, rights and obligations in relation to the “Kendall County Government Campus” as described in Exhibit A, to the County of Kendall; and

WHEREAS, the Kendall County Public Building Commission shall complete its final annual audit of its books, records and accounts pursuant to 50 ILCS 20/10 and submit the same to the Kendall County Board within 180 days pursuant to 55 ILCS 5/6-31005; and

WHEREAS, the Kendall County Public Building Commission must at this time transfer all of its remaining funds to the Kendall County Treasurer pursuant to 50 ILCS 20/22.1(b); and

WHEREAS, at this time the Kendall County Public Building Commission has fulfilled the purpose for which it was created, and all bonds issued by it and all of its contractual obligations except personnel contracts have been paid.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are hereby incorporated into this section as if fully reinstated herein and that the Kendall County Board hereby approves the dissolution of the Kendall County Public Building Commission.

BE IT FURTHER RESOLVED that the Kendall County Board hereby approves the transfer of the Warranty Deed for the real estate parcel (PIN 02-29-100-006), including all buildings, facilities, rights and obligations contained within and in regard to the “Kendall County Government Campus” as described in the attached Exhibit A from the Kendall County Public Building Commission to the County of Kendall.

This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law. Within thirty (30) calendar days after approval of this Resolution, the Kendall County Board shall file this Resolution and the attached Exhibits with the Kendall County Clerk and Recorder.

Approved and adopted by the County Board of Kendall County, Illinois, this ____ day of September, 2016.

Board Chairman Signature:

Attest:

John A. Shaw, Chairman
County Board

Debbie Gillette
County Clerk/Recorder

Ayes _____

Nays _____

Abstains _____