

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday November 15, 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. Retirement of Coroner Ken Toftoy
 - B. Retirement of County Board Members Jeff Wehrli, John A Shaw and Dan Koukol
 - C. Retirement of County Highway Department employees Dan Reinboldt and Andy Myers
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
 - A. Approve collective bargaining agreement between the County of Kendall and Kendall County Sheriff and the Illinois Fraternal Order of Police Labor Council for the Kendall County Sheriff's Office Corrections Deputies Bargaining Unit from December 1, 2015 through November 30, 2019.
 - B. Approve collective bargaining agreement between the County of Kendall and Kendall County Sheriff and the Illinois Fraternal Order of Police Labor Council for the Kendall County Sheriff's Office Corrections Sergeants Bargaining Unit from December 1, 2015 through November 30, 2019.
12. Elected Officials Report and Other Department Reports
 - A. Sheriff
 1. Approval of the Memorandum of Understanding between Mutual Ground and the Kendall County Sheriff's Office
 - 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. Plumbing Inspections Agreement Between Kendall County, Illinois and Randy Erickson D.B.A. Erickson Construction
 - B. Public Safety
 - C. Administration/HR
 1. New Board Member Training
 2. Recommend Approval of Amendment to Intergovernmental Agreement for Administrative and Treasury Services between Kendall County, Kendall County Treasurer, and Kendall County Emergency Telephone Systems Board
 3. Recommend Approval of Resolution Authorizing Execution and Amendment of Section 5311 Public Transportation Service Grant Agreement
 4. Recommend Approval of Resolution regarding requirements for County Board member participation in IMRF
 5. Approve Resolution Establishing the Reimbursement of all Travel, Meal, and Lodging Expenses of Officers and Employees of Kendall County, Illinois Pursuant to Public Act 99-0604
 - D. Highway
 1. Approve low bid from CHGS Elburn to supply 16,000 gallons of unleaded gas at a price of \$1.90271 / gallon and 20,000 gallons of diesel fuel at a price of \$1.95790 / gallon
 2. Approve agreement for right of way consulting services between Kendall County and Mathewson Right of Way Company for acquisition of right-of-way on Grove Road between Sherrill Road and US Rte 52 at a cost not to exceed \$99,000
 3. Approve Kendall County Long Range Transportation Plan
 4. Acknowledge receipt of compliance reviews for County Motor Fuel Taxes, Township Motor Fuel Taxes and Township bridge Program Funds for 2015
 5. Approve low bid from Clean Cut Tree Service in the amount of \$37,453 to remove trees along Eldamain Road from River Road to Route 34
 - E. Facilities
 - F. Economic Development
 - G. Finance

1. Approve Claims in an amount not to exceed \$ 2,487,185.89 and Grand Juror Claims in an amount not to exceed \$ 298.92

- H. Health & Environment
- I. Committee of the Whole
- J. Standing Committee Minutes Approval

14. Special Committee Reports

- A. VAC
- B. Historic Preservation
- C. Board of Health
- D. Juvenile Justice Council

15. Other Business

16. Chairman's Report

**Appointments
Announcements**

17. Citizens to be Heard

18. Questions from the Press

19. Executive Session

20. Adjournment

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
October 18, 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, October 18, 2016 at 9:30 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell and Jeff Wehrli.

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

THE MINUTES

Member Koukol moved to approve the submitted minutes from the Adjourned County Board Meeting of 9/20/16. Member Gryder seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Member Cullick moved to approve the agenda with the amendment of deleting item C2 and moving executive session to the end of the meeting. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

NEW BUSINESS

Amended Fee Schedule for the Kendall County Circuit Court Clerk

Member Prochaska moved to approve the resolution repealing Resolution 2015-31 and adopting a new amended fee schedule for the Kendall County Circuit Court Clerk. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of Resolution 16-32 is available in the Office of the County Clerk.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Baird informed the board that they are now housing 17 Cook County inmates.

County Clerk

Revenue Report		9/1/16-9/30/16	9/1/15-9/30/15	9/1/14-9/30/14
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$865.00	\$789.00	\$705.50
	County Clerk Fees - Marriage License	\$2,160.00	\$1,890.00	\$1,950.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
	County Clerk Fees - Misc	\$2,286.50	\$1,715.10	\$2,197.50
	County Clerk Fees - Recording	\$30,555.00	\$26,711.00	\$25,893.00
01010061205	Total County Clerk Fees	\$35,866.50	\$31,105.10	\$30,746.00
01010001185	County Revenue	\$33,618.00	\$33,170.50	\$24,549.00
38010001320	Doc Storage	\$17,259.00	\$16,243.00	\$15,385.50
51010001320	GIS Mapping	\$29,012.00	\$27,407.00	\$25,985.00
37010001320	GIS Recording	\$3,620.00	\$3,423.00	\$3,243.00
01010001135	Interest	\$25.35	\$28.47	\$22.23
01010061210	Recorder's Misc	\$7,544.25	\$4,264.25	\$3,852.00
81010001320	RHSP/Housing Surcharge	\$15,570.00	\$14,202.00	\$12,699.00

CK # 18101 To KC Treasurer \$142,515.10 \$129,843.32 \$116,481.73

County Clerk Debbie Gillette commented that early voting has begun and the office has been very busy getting ready for the election.

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 TEN MONTHS ENDED 09/30/2016

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2016 YTD Actual</u>	<u>2016 YTD %</u>	<u>2015 YTD Actual</u>	<u>2015 YTD %</u>
Personal Property Repl. Tax	\$406,460	\$304,411	74.89%	\$345,605	93.41%
State Income Tax	\$2,650,000	\$2,093,403	79.00%	\$2,484,908	103.97%
Local Use Tax	\$470,000	\$639,879	136.14%	\$405,525	90.12%
State Sales Tax	\$545,492	\$335,751	61.55%	\$563,645	68.32%
County Clerk Fees	\$358,000	\$298,804	83.46%	\$302,349	84.46%
Circuit Clerk Fees	\$950,000	\$728,369	76.67%	\$779,290	82.03%
Fines & Foreits/St Atty.	\$475,000	\$316,894	66.71%	\$396,485	79.30%
Building and Zoning	\$59,500	\$52,561	88.34%	\$63,386	115.25%
Interest Income	\$30,000	\$34,478	114.93%	\$13,795	45.98%
Health Insurance - Empl. Ded.	\$1,250,141	\$939,574	75.16%	\$918,839	82.46%
1/4 Cent Sales Tax	\$2,698,000	\$2,356,529	87.34%	\$2,290,777	88.96%
County Real Estate Transf Tax	\$396,420	\$307,990	77.69%	\$308,227	123.29%
Correction Dept. Board & Care	\$766,500	\$476,060	62.11%	\$679,163	75.46%
Sheriff Fees	\$355,000	\$212,916	59.98%	\$269,619	46.89%
TOTALS	\$11,410,513	\$9,097,619	79.73%	\$9,821,614	86.59%
	\$4,800,000				
Public Safety Sales Tax	\$4,500,000	\$4,123,630	85.91%	\$4,010,990	93.28%

Transportation Sales Tax	\$4,123,630	91.64%	\$4,010,990	93.28%
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*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 10 months the revenue and expense should at 83.33%

Clerk of the Court

Circuit Court Clerk Robyn Ingemunson did not have anything to report.

State's Attorney

State's Attorney Eric Weis did not have a report.

Coroner

Statistics:

2016 Statistics		Stats for Same Period in 2015		Difference
2016 Total Deaths.....	234	Total Deaths.....	228	3%
Autopsies to Date.....	17	Autopsies....	16	
Toxicology Samples.	25	Toxicology Samples..	24	
Cremation Permits....	133	Cremation Permits...	132	1%

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti stated that today is the final filing day for someone to contest their assessment. Member Flowers was excused from the meeting at 9:45 am.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Petition 16-21

Member Gryder made a motion to approve Petition 16-21 High Grove Subdivision zoning map amendment to rezone 9.9 acres from RPD-2 (Residential Planned Development-Two) to R-2 (Single-Family Residential) generally located on the West side of Grove Road, 1 mile north of US Route 52, Seward Township. Member Wehrli seconded the motion.

Mike Hoffman from Teska who is our consultant stated that the request is to rezone from RPD-2 to R-2; this is essentially a reduction in density. The back part of the property was sold off to the Joliet Park District. A super majority vote will be required because there is a legal objector and they own more than 20% of the fronted property. Attorney Daniel Kramer explained the reduction in the lots. Mr. Feece spoke about his objection; he feels like he was deceived and misinformed along the way regarding the land being sold, the access road and the building location. Attorney Michael Mattingly addressed the issues on behalf of the objector regarding the uses of the property, density, public/private road and building orientation. Mr. Kramer responded to the density, road, zoning and orientation.

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

A complete copy of Ordinance 16-19 is available in the office of the County Clerk.

Petition 16-21

Member Gryder made a motion to approve Petition 16-21 High Grove Subdivision Preliminary Plat and Final of Subdivision for a four (4) lot residential subdivision generally located on the West side of Grove Road, 1 mile north of US Route 52, Seward Township, contingent upon review and acceptance by the County's consulting engineer of grading and engineering plans submitted in compliance with County Subdivision Control Ordinance. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 16-20 is available in the office of the County Clerk.

Petition 16-25

Member Gryder made a motion to approve Petition 16-25 The Bluffs, Inc d/b/a Cider Creek for an A-1 Special Use to allow a banquet hall, a nano-brewery, a micro-distillery, a year around seasonal festival, and production and sale of sweet cider with variances for (A) Banquet Hall, Micro-Distillery, Nano-Brewery shall not have direct access to a road designated as a major collector (or Higher), (B) retail sales on site within any building or combination of buildings shall not be restricted to one thousand (1,000) square feet, (C) parking be allowed within the 100' agricultural setback. Location of site is 15888 Frazier Road, Little Rock Township. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 16-21 is available in the office of the County Clerk.

Public Safety

Member Prochaska stated that there are no action items for the board.

Administration/HR

2017 Property Liability Worker's Compensation Coverage

Member Cullick made a motion to approve the 2017 Property Liability Worker's Compensation Coverage Proposal from IPMG. Member Gilmour seconded the motion.

The deductible will be increased from \$25,000 to \$50,000 for public officials only portion of the policy for a savings of \$60,343.

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

Highway

Minutes are in the packet from the October 11, 2016 meeting.

Facilities

Minutes are in the packet from the October 3, 2016 meeting.

Economic Development

Member Koukol said that they meet at the Economy Lookout Breakfast on October 23, 2016.

Finance

CLAIMS

Member Davidson moved to approve the claims submitted in the amount of \$908,509.76 and Grand Juror Claims in an amount not to exceed \$1,350. Member Gryder seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$125,035.38, B&Z \$2,443.13, CO CLK & RCDR \$1,103.17, ELECTION \$2,370.53, ED SRV REG \$5,900.16, SHRFF \$25,554.98, EMA \$1,065.19, CRCT CT CLK \$17.58, JURY COMM \$1,360.10, CRCT CT JDG \$6,035.20, CRNR \$353.09, CMB CRT SRV \$1,950.78, PUB DFNDR \$50.00, ST ATTY \$1,800.54, CO TRSR \$492.55, PPPOST \$40,662.53, OFF OF ADM SRV \$1,775.98, CO BRD \$930.66, TECH SRV \$6,521.67, CAP EXPND \$1,151.08, CAP IMPRV FND \$19,750.00, CO HWY \$22,532.42, CO BRDG \$119,845.11, TRANSPRT SALES TX \$380,789.69, HLTH & HMN SRV \$65,056.55, FRST PRSRV \$5,485.53, ELLIS HS \$711.97, ELLIS BRNS \$126.59, ELLIS GRNDS \$23.75, ELLIS RDNG LSSNS \$489.03, ELLIS WDDNGS \$3,636.87, HOOVER \$965.59, ENV ED SCHL \$127.45, ENV ED CMPS \$13.20, ENV ED NTRL BGNNGS \$110.72, ENV ED LWS OF NTR \$79.07, NTRL AREA VLNTR \$27.89, GRNDS & NTRL RSRCS \$2,629.71, ANML CNTRL \$1,728.29, RCDR DOC STRG \$5,680.70, DRG ABS FND \$977.00, HIDTA \$3,130.69, SHRFF RNG FND \$34.74, CMSRY FND \$862.26, HGBF K-9 GRANT FND \$10,000.00, CRT SEC FND \$431.10, LAW LBRY \$2,854.00, PRBTN SRV EXP FND \$3,183.00, ENG/CNSLTNG ESCRW \$7,830.99, CO RSRV FND EXP \$17,882.00, PUB SFTY \$270.05, SHRFF FTA FND \$2,114.92, CRTHS RNVTNS \$160.00, VAC \$3,294.58, FP BND PRCDS '07 \$450.00

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

Downstate Operating Assistance Grant Agreement

Item removed from the agenda.

Health & Environment

Member Gilmour will have a report at the next meeting.

Committee of the Whole

Chairman Shaw stated that the board is discussing the items at this meeting.

STANDING COMMITTEE MINUTES APPROVAL

Member Cullick moved to approve all of the Standing Committee Minutes and Reports. Member Gryder 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

VAC

Member Wehrli said that they will be meeting on November 2, 2016.

Historic Preservation

Member Wehrli said that they will be meeting in Oswego on November 16, 2016 with other Historic Preservation groups.

Board of Health

Member Wehrli reported that they meet on October 18, 2016.

Juvenile Justice Council

Member Gilmour informed the board that they will meet on November 4, 2016.

OTHER BUSINESS

State's Attorney Eric Weis informed the board that notification was received from the Environmental Protection Agency of Illinois regarding Semper Fi Landscaping application for compost facility; the board has 21 days to file an objection.

CHAIRMAN'S REPORT

Announcement

Clint Vaughn (replacing Larry Larson) – Newark Fire Protection District – 3 year term – Expires April 2018

CITIZENS TO BE HEARD

Todd Milliron spoke about a special meeting posting and published notice. Mr. Milliron talked about compliance with the Opens Meetings Act.

Vicki Schnaubel spoke about the property at 9111 Ashley Road (petition 16-10); they have had two events and there are several issues with the hours of operation, evergreen trees and berm have not been installed, and where weddings will be performed and how they will exit the property. Ms. Schnaubel cited several statements made at the county board meeting on July 19, 2016 from Attorney Dan Kramer. She would like them to abide by the conditions they agreed to before they have any more events.

Tom Schnaubel Jr spoke about the approval of petition 16-10. Mr. Schnaubel talked about the noise level from the music coming from a wedding located at the property. He would like the board to make changes in this type of zoning to protect land owners by notifying neighbors that are a little farther away, give the local police the authority to enforce the rules and laws and charge the petitioners a tax or yearly fee to pay for someone to check that they following the zoning regulations. He said the neighbors should be aware of all meetings that are tied to the property up for zoning change.

Board members discussed when the conditions of the special use are not being met and getting them to comply.

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, and (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees and (11) litigation, when

an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

Member Prochaska moved to adjourn the County Board Meeting until the next scheduled meeting. Member Gryder 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 October, 2016.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk

Memorandum of Understanding between

Mutual Ground, Inc.

and

Kendall County Sheriff's Office

This memorandum of understanding (MOU) serves as evidence that Mutual Ground and Kendall County Sheriff's Office have entered into a community partnership in order to provide services to victims of sexual assault who are in the custody of Kendall County Jail. This document establishes guidelines in accordance with the Prison Rape Elimination Act (PREA.)

Scope of Service

Mutual Ground agrees to:

1. Provide confidential crisis counseling to inmates of Kendall County Jail through the 24-hour Mutual Ground Sexual Assault Hotline.
2. Immediately report to the Kendall County Jail Supervisor if information is received from an inmate that leads Mutual Ground staff to believe that the inmate is at imminent risk of harm to self or others then follow up by contacting PREA coordinator on the next business day.
3. Respond to requests from Kendall County Sheriff's Office to provide advocacy and crisis counseling for current inmates/detainees who report being sexually assaulted while in custody.
4. Share information with Kendall County Sheriff's Office within the boundaries of confidentiality as defined in Section 8-802.1 of the Code of Civil Procedure, 735 ILCS 5/8-802.1.
5. Identify a staff member who will serve as a liaison to Kendall County Sheriff's Office.
6. Work with Kendall County Sheriff's Office officials to obtain security clearance.
7. Follow all institutional guidelines for safety and security.
8. Provide written materials to Kendall County Sheriff's Office to be distributed to victims/survivors of sexual assault as needed.
9. Provide training to Kendall County Sheriff's Office staff on issues/topics related to sexual assault.
10. Mutual Ground, 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.
11. Mutual Ground 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 from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims

result from the performance of this contract by Mutual Ground or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Mutual Ground in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing 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 Mutual Ground's duty to indemnify, defend, and hold the County harmless, as set forth above. The County does not waive its defenses or immunities by reason of indemnification. Indemnification shall survive the termination of this contract.

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

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

Kendall County Sheriff's Office agrees to:

1. Provide the inmates of Kendall County Jail unmonitored calls to the Mutual Ground Sexual Assault Hotline from within the facility.
2. Contact Mutual Ground and request a certified crisis counselor prior to transporting an inmate/detainee to the hospital for a sexual assault examination.
3. Upon disclosure of sexual assault, provide inmate/detainee with information regarding Mutual Ground services and assist them in accessing those services.
4. Provide security clearance and a private space for Mutual Ground crisis counselors to meet with inmates/detainees.
5. Identify a staff member who will serve as a liaison to Mutual Ground.
6. Respect the privileged communication between a crisis counselor and inmate as defined in Section 8-802.1 of the Code of Civil Procedure, 735 ILCS 5/8-802.1.
7. Make inmates/detainees and staff aware of available services related to sexual assault by providing written materials as well as the mailing address and phone number of Mutual Ground.
8. Provide training to Mutual Ground staff members.
9. Upon request, complete a written evaluation of Mutual Ground's services, to ensure the provision of professional and quality services to victims/survivors.

This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

Concerns that arise by either party will be addressed in a timely manner to foster the continuation of this agreement.

Term and Termination

The term of this MOU will commence on this 18th day of October in the year 2016 and shall continue through December 31, 2018. Either party may terminate this agreement upon no less than thirty (30) calendar day's written notice or a lesser time if mutually agreed upon by both parties.

Agency:
Kendall County Sheriff's Office

Agency:
Mutual Ground, Inc.

Name: Harold O. Martin III

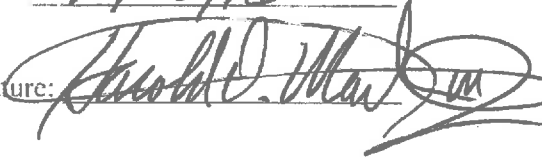
Name: Michelle Meyer

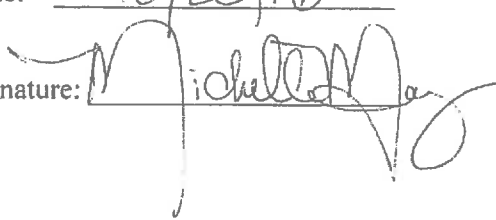
Title: Undersheriff

Title: EXECUTIVE DIRECTOR

Date: 11/02/16

Date: 10/25/16

Signature: 

Signature: 

Kendall County

Name: _____

Title: _____

Date: _____

Signature: _____

Kendall County Clerk				
Revenue Report		10/1/16-10/31/16	10/1/15-10/31/15	10/1/14-10/31/14
Line Item	Fund			Revenue
	County Clerk Fees	\$ 823.00	\$ 798.00	\$ 814.00
	County Clerk Fees - Marriage License	\$ 1,620.00	\$ 1,110.00	\$ 1,200.00
	County Clerk Fees - Civil Union	\$ -	\$ -	\$ -
	County Clerk Fees - Misc	\$ 2,260.50	\$ 2,504.00	\$ 2,523.00
	County Clerk Fees - Recording	\$ 28,540.00	\$ 27,252.00	\$ 28,859.00
01010061205	Total County Clerk Fees	\$ 33,243.50	\$ 31,664.00	\$ 33,396.00
01010001185	County Revenue	\$ 31,000.75	\$ 60,487.50	\$ 34,667.00
38010001320	Doc Storage	\$ 16,575.00	\$ 16,397.00	\$ 17,632.00
51010001320	GIS Mapping	\$ 27,919.00	\$ 27,659.00	\$ 29,804.00
37010001320	GIS Recording	\$ 3,487.00	\$ 3,455.00	\$ 3,724.00
01010001135	Interest	\$ 28.52	\$ 34.37	\$ 41.41
01010061210	Recorder's Misc	\$ 3,879.75	\$ 4,062.25	\$ 3,887.25
81010001320	RHSP/Housing Surcharge	\$ 14,814.00	\$ 14,364.00	\$ 14,652.00
CK # 18112	To KC Treasurer	\$ 130,947.52	\$ 158,123.12	\$ 137,803.66
Death Certificate Surcharge sent from Clerk's office \$1036.00 ck # 18110				
Dom Viol Fund sent from Clerk's office \$270.00 ck 18111				

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 ELEVEN MONTHS ENDED 10/31/2016

<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	\$365,463	89.91%	\$412,804	111.57%
State Income Tax	\$2,650,000	\$2,093,403	79.00%	\$2,484,908	103.97%
Local Use Tax	\$470,000	\$682,966	145.31%	\$405,525	90.12%
State Sales Tax	\$545,492	\$367,914	67.45%	\$596,522	72.31%
County Clerk Fees	\$358,000	\$334,671	93.48%	\$333,454	93.14%
Circuit Clerk Fees	\$950,000	\$789,700	83.13%	\$779,290	82.03%
Fines & Foreits/St Atty.	\$475,000	\$341,839	71.97%	\$396,485	79.30%
Building and Zoning	\$59,500	\$63,222	106.26%	\$69,841	126.98%
Interest Income	\$30,000	\$39,257	130.86%	\$15,145	50.48%
Health Insurance - Empl. Ded.	\$1,250,141	\$1,023,761	81.89%	\$996,408	89.42%
1/4 Cent Sales Tax	\$2,698,000	\$2,599,568	96.35%	\$2,534,561	98.43%
County Real Estate Transf Tax	\$396,420	\$341,608	86.17%	\$341,398	136.56%
Correction Dept. Board & Care	\$766,500	\$507,520	66.21%	\$709,758	78.86%
Sheriff Fees	\$355,000	\$237,362	66.86%	\$297,810	51.79%
TOTALS	\$11,410,513	\$9,788,256	85.78%	\$10,373,908	91.46%
Public Safety Sales Tax	\$4,800,000	\$4,541,478	94.61%	\$4,420,975	102.81%
Transportation Sales Tax	\$4,500,000	\$4,541,478	100.92%	\$4,420,975	102.81%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 11 months the revenue and expense should at 91.67%

EXPENDITURES

All General Fund Offices/Categories

\$28,159,719	\$23,303,797	82.76%	\$23,365,358	86.61%
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**KENDALL COUNTY
PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Office Building
Rooms 209 & 210**

111 W. Fox Street, Yorkville, Illinois

6:30 p.m.

Meeting Minutes of November 7, 2016 – Unofficial until approved

CALL TO ORDER

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

ROLL CALL

Committee Members Present: Chairman Scott Gryder, Jeff Wehrli, Lynn Cullick, Bob Davidson

Committee Members Absent: Judy Gilmour

Also Present: Jeff Wilkins, County Administrator; Mike Hoffman, Teska Associates, Inc.; Brian Holdiman, Code Compliance Official

APPROVAL OF AGENDA

Motion by Member Cullick, second by Member Davidson, to approve the agenda as written. With a voice vote of four ayes, the motion carried.

APPROVAL OF MINUTES

Motion by Member Cullick, second by Member Wehrli, to approve the minutes from October 11, 2016. With a voice vote of four ayes, the motion carried.

EXPENDITURE REPORT

Claims report was part of Committee packet. Motion by Member Cullick, second by Member Wehrli to recommend approval to the Finance Committee in the amount of \$7,466.68. By roll call vote motion carried 4-0.

PUBLIC COMMENT

None

PETITIONS

None

NEW BUSINESS

The Committee received and discussed the current plumbing inspection agreement between the County and Randy Erickson D.B.A. Erickson Construction. The current contract began 1/29/2014 and expires 1/29/2017. Staff recommended renewing the contract for three years with no other revisions. Motion by Member Wehrli, second by Member Cullick. Motion passed by roll call vote, 4-0.

Mr. Hoffman explained that the newly approved banquet facility on Ashley Road will install the berm and trees prior to banquet events in 2017. Thus far, the owners have had a family wedding and family baby shower and an open house for prospective brides, etc.

Staff explained the current zoning violation by Jet Towing on Eldamain Road. An incomplete application for a zoning amendment was submitted. At least twice, staff has requested additional information from the petitioner's attorney and received no response. Staff's recommendation is to send notice to the petitioner that a complete application must be submitted by a set deadline or the property must comply with the current zoning classification prior to processing the application. Committee consensus was to set the deadline for December 20 or the property owner must comply with the current zoning classification prior to processing an application for rezoning.

OLD BUSINESS

Mr. Wilkins reported the Senior planner search is on-going and plans to schedule interviews this month.

UPDATE FOR HISTORIC PRESERVATION

Member Wehrli expressed his intent to continue on the Historic Preservation Commission and is optimistic for joint efforts with other historic preservation groups in the County. The conversation will continue at the November 16th Oswego Historic Preservation Commission meeting.

REVIEW PERMIT REPORT

Permit report was part of the Committee packet. 7 new home permits processed in September and October.

REVIEW REVENUE REPORT

Mr. Wilkins summarized the revenue report which showed PBZ revenue of \$23,856.91 in October, for a total of \$128,543.75 for the year. Revenues are similar to last year.

CORRESPONDANCE

Committee discussed complaints about drainage in the southern and northwestern parts of the County.

EXECUTIVE SESSION

None

ADJORNMENT

Chairman Gryder requested a motion to adjourn. Motion was called by Member Cullick, seconded by Member Wehrli. With a voice vote of four ayes, Chairman Gryder adjourned the meeting at 7:07 p.m.

Minutes prepared by Jeff Wilkins, County Administrator and Interim Director of Planning, Building and Zoning

**PLUMBING INSPECTIONS AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS
AND RANDY ERICKSON, D.B.A. ERICKSON CONSTRUCTION**

THIS Agreement is entered into the day and year set forth below between *KENDALL COUNTY, ILLINOIS* (hereinafter "Kendall County") and RANDY ERICKSON, d.b.a ERICKSON CONSTRUCTION, with its principal offices at 1218 Lakewood Drive, Somonauk, IL 60552 (hereinafter referred to as "Inspector"). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. **Scope of Services:** Inspector will provide Kendall County with necessary inspection services to ensure the adherence to minimum regulations governing the design, installation and construction of plumbing systems to protect the public health against the hazards of inadequate, defective or unsanitary plumbing installations. In doing so, Inspector shall perform inspections of properties in conformance with the, Kendall County Building Code and Illinois State Plumbing Code, 2004 (77 Ill. Adm. Code 890), as may be amended from time to time. Such inspections shall include, but not be limited to, rough plumbing inspections, under floor plumbing inspections, final plumbing inspections before occupancy, and necessary re-inspections along with any other inspections that are requested by Kendall County to ensure compliance with, and enforcement of, the Kendall County Building Code and Illinois State Plumbing Code.
2. Inspections must be completed using the proper Kendall County reports/forms. Prior to the commencement of any requested inspection, Kendall County will prepare and provide all necessary inspection reports/forms for use by the inspector. Following an inspection, the original, completed inspection reports/forms shall be returned to the Kendall County Planning, Building & Zoning Department within twenty-four (24) hours after completion of the inspection.
3. Fees & Reimbursements for the above described work shall be a \$140.00 flat fee per inspection or re-inspection performed, regardless of size, type or time necessary to complete inspection. Inspector shall issue monthly invoices to Kendall County for his services, unless no inspections were performed in a given month.
4. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).
5. Kendall County shall provide notice at least one (1) business day prior to when there is a foreseeable need for an inspection to take place. However, should an emergency inspection be necessary as determined by a Kendall County Code Official, Vender agrees to provide such service upon notification.
6. Inspector's availability is to be 12:00 PM – 4:30 P.M., Monday – Friday, except on County Holidays. Inspector must also be available in the case of emergency as determined by the Kendall County Code Official.

7. Inspector must make himself available to testify in any court proceedings within Kendall County in respect to plumbing inspections and enforcement of the Kendall County Building Code and Illinois State Plumbing Code.
8. Inspector must provide a current telephone number at all times to the Kendall County Administration office, and be available at that number to communicate with Planning, Building & Zoning Department staff.
9. Should inspector not be available to perform inspections at any time, Inspector is to provide the County with notice of his unavailability at least forty eight (48) hours in advance.
10. Inspector shall maintain an Illinois Plumbers license in good standing at all times and shall upon demand provide a copy to Kendall County at no additional cost. As of the time of signing this Agreement, Inspector is certifying that his plumbing license is current and in good standing.
11. Inspector shall not subcontract the services provided under this agreement to a third-party inspector without the prior written consent of Kendall County. It is also understood and agreed that Randy Erickson shall be the only inspector authorized to perform inspections on behalf of Erickson Construction pursuant to this contract, and that he shall not employ another inspector to fulfill the duties prescribed herein.
12. Inspections performed under this Agreement shall be completed using Inspector's own equipment, tools and vehicles, and Kendall County shall not be responsible for reimbursing the Inspector for mileage or any other expenses incurred.
13. Inspector is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Inspector understands and agrees that Inspector is solely responsible for paying all wages, benefits and any other compensation due and owing to Inspector's officers, employees, and agents for the performance of services set forth in the Agreement. Inspector further understands and agrees that Inspector is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Inspector's officers, employees and/or agents who perform services as set forth in the Agreement. Inspector also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Inspector, Inspector's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Inspector, Inspector's officers, employees and agents. Inspector hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, and their past, present and future board members, officials, employees, insurers, and agents for any alleged injuries that Inspector, its officers, employees and/or agents may sustain while performing services under the

Agreement. Inspector shall exercise general and overall control of its officers and employees.

14. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

15. Inspector agrees to indemnify and hold harmless, and defend with counsel of Kendall County's own choosing, Kendall County, including their past, present, and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys' fees and other legal expenses, which Kendall County, their board members, elected officials, insurers, employees, and/or agents may sustain, incur or be required to pay arising out of Inspector's performance or failure to adequately perform its obligations pursuant to this Agreement.

Nothing contained herein shall be construed as prohibiting Kendall County, its past, present, and future board members, elected officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing 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. Kendall County's participation in its defense shall not remove Inspector's duty to indemnify, defend, and hold Kendall County harmless, as set forth above.

Kendall 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.

16. Inspector 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 for receipt of notice. Before starting work hereunder, Inspector shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder:

- (a) Worker's Compensation and Occupational Disease Disability insurance:
 - (i) State: Statutory limits
 - (ii) Applicable Federal (e.g., Longshoremen's): Statutory limits
 - (iii) Employer's Liability:

- (A) \$500,000 per accident
- (B) \$500,000 disease, policy limit
- (C) \$500,000 disease, each employee

- (b) If written under Comprehensive General Liability Policy Form:
 - (i) Bodily injury: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
 - (ii) Property damage: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
 - (iii) Bodily injury and property damage combined: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
 - (iv) Personal injury: \$2,000,000 aggregate per project
- (c) If written under commercial general liability policy form:
 - (i) \$2,000,000 general aggregate per project
 - (ii) \$1,000,000 products completed operations aggregate
 - (iii) \$1,000,000 personal and adv. injury
 - (iv) \$1,000,000 per occurrence
 - (v) \$1,000 medical expenses (any one person)
- (d) Business automobile liability (including owned, non-owned and hired vehicles):
 - (i) Bodily injury and property damage combined: \$1,000,000 per occurrence
- (e) Umbrella Occurrence:
 - (i) \$1,000,000 per occurrence
 - (ii) \$1,000,000 aggregate

Kendall County shall be named as Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Also, Kendall County shall be designated as the certificate holder.

17. 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, and unavailability of parts, materials, or supplies. 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.

18. 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 not have 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. 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.
19. Inspector 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 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.
20. Inspector certifies that Inspector, 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).
21. Inspector, 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.
22. Nothing contained in this Agreement, nor any act of Kendall County or Inspector pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the Inspector.

23. When performing inspections under the terms of this Agreement, the Inspector intends that any injuries to its respective employees shall be covered and handled exclusively by Inspector's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the inspector, which may result from its activities under this Agreement, shall be the responsibility of inspector.
24. 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.
25. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
26. 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, Kendall County Planning Building & Zoning Department, Attention: Code Enforcement Official, 111 West Fox Road, Room 203, Yorkville, Illinois, 60560, fax: (630) 553-4179 with copy sent to: County Administrator, 111 West Fox Road, Room 316, Yorkville, Illinois, 60560 and to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Inspector, to: Randy Erickson, d.b.a Erickson Construction, 1218 Lakewood Drive, Somonauk, IL 60552.
27. 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.
28. Kendall County and Inspector 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.
29. 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 Inspector. 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 Inspector. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

30. This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, however it may be renewed for subsequent one (1) year terms upon written agreement signed by both parties.

31. This Agreement may be terminated by Kendall County upon written notice delivered to Inspector at least thirty (30) calendar 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.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed as set forth below.

**RANDY ERICKSON, D.B.A
ERICKSON CONSTRUCTION**

BY: _____

NAME: RANDY ERICKSON

TITLE: _____

DATE: _____

KENDALL COUNTY, ILLINOIS

BY: _____

NAME: JOHN SHAW

TITLE: KENDALL COUNTY BOARD
CHAIRMAN

DATE: _____

COUNTY OF KENDALL, ILLINOIS
ADMINISTRATION HUMAN RESOURCES COMMITTEE
Meeting Minutes
Monday, October 24, 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 - aye, John Purcell - aye, Dan Koukol - present, Judy Gilmour – here, Lynn Cullick – here

Others present: Scott Koeppel, Jeff Wilkins, Glenn Campos

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

APPROVAL OF MINUTES: Member Shaw made a motion to approve the October 6, 2016 meeting minutes, second by Member Gilmour. **With five members in agreement, the motion carried.**

PUBLIC COMMENT – None

DEPARTMENT HEADS AND ELECTED OFFICIALS REPORTS

- *Technology* – Scott Koeppel met with KenCom to address the funding for a new Technology position that would include assisting with KenCom technology needs. Discussion on when to post the technology position want ad, the original Inter-governmental agreement with KenCom and Kendall County, and Kendall County Technology Services, and the amendment.

Discussion on the proposed salary for the new position including benefits, and a salary range of \$48,000 - \$52,000.

Mr. Koeppel also informed the committee that there was a Technology issue in the Health and Human Services Building recently, that was totally resolved within a few days.

COMMITTEE BUSINESS

- *Approval of Contract with Bruce Harris & Associates for an amount not to exceed \$7,995.00 for change detection services (GIS)* – Scott Koeppel informed the committee that the contract is for the GIS Department, and some of the benefits are with the addresses, and new structures that have been constructed in the last year. Mr. Koeppel reported that this is something that was in the budget. Member Purcell made a motion to forward the Approval of Contract with Bruce Harris & Associates for an amount not to exceed \$7,995.00 for change detection services (GIS), second by Member Shaw. **With five members voting no, the motion failed.**

- *HR Audit/Employee Handbook Update* – Member Cullick stated she wanted this issued on the agenda because of continuing complaints and discussions with employees regarding FMLA, Worker’s Comp, new legislative changes, and updates and accurate information that is not getting to employees. Member Cullick wants to ensure that the County Employee website, intranet, and employee handbook are up-to-date with the latest information so that people are not misinformed or confused any longer. She feels that there needs to be a central place to send employees, supervisors, and elected officials for correct information. Jeff Wilkins stated that he recently reviewed an ICRMT employee handbook that was reviewed by O’Halloran, Kossoff, Geitner and Cook, that was well assembled and concise. He said that it included some of the statutes that had changed this year that the County needed to implement. Mr. Wilkins reviewed some of the ICRMT policies including sexual harassment, e-cigarettes, social media, employee sick leave, and health care contributions after FMLA exhausted. Discussion continued on the need to continuously update the employee handbook, and to make it available for employees, and on posting updated information on the employee website, and the need to continually discuss this item until all of the audit recommendations have been completed.

ITEMS FOR COMMITTEE OF THE WHOLE - None

ITEMS FOR COUNTY BOARD - None

EXECUTIVE SESSION – Member Cullick made a motion to enter into Executive Session for the purpose of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body (5 ILCS 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 (5 ILCS 120/2 2), second by Member Gilmour.

Roll Call: Member Purcell – yes, Member Cullick – yes, Member Gilmour – yes, Member Koukol – no, Member Shaw - yes. With Members Purcell, Cullick, Gilmour and Shaw voting aye, and Member Koukol voting no, the committee entered into Executive Session at 6:14p.m. The committee reconvened in Open Session at 7:17p.m.

ADJOURNMENT – Member Koukol moved to adjourn the meeting at 7:18p.m., Member Shaw seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

COUNTY OF KENDALL, ILLINOIS
ADMINISTRATION HUMAN RESOURCES COMMITTEE
Meeting Minutes
Thursday, November 3, 2016

CALL TO ORDER

The meeting was called to order by Admin HR Committee Chair Lynn Cullick at 9:06a.m.

ROLL CALL

Committee Members Present: Judy Gilmour – here, Lynn Cullick – here, John Purcell - present. **With three members present, a quorum was established to conduct committee business.**

Committee Members Absent: Dan Koukol, John A. Shaw

County Personnel Present: Glen Campos, Scott Koeppel, Jeff Wilkins

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

APPROVAL OF MINUTES: Member Gilmour made a motion to approve the October 6, 2016 meeting minutes, second by Member Cullick. **With all in agreement, the motion carried.**

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Recommend Amendment to Intergovernmental Agreement for Administrative and Treasury Services between Kendall County, Kendall County Treasurer, and Kendall County Emergency Telephone Systems Board* – Scott Koeppel stated this was the amendment with a change from KenCom on page 11, 2C. Motion made by Member Purcell, second by Member Gilmour. **With three members voting aye, the motion carried.**
- *Resolution Authorizing Execution and Amendment of Section 5311 Public Transportation Service Grant Agreement* – Member Purcell made a motion to forward the resolution to the County Board for approval, second by Member Cullick. Jeff Wilkins stated that IDOT separated the combined resolution, and so this is in addition to the one previously brought to the committee. **With three members voting aye, the motion carried.**
- *Resolution regarding requirements for County Board member participation in IMRF* – Member Cullick briefed the committee on the reason for resolution and said that this needed to be passed by December 1, 2016. Motion made by Member Gilmour made a motion to forward the item to the County Board for approval, second by Member Purcell. **With three members voting aye, the motion carried.**

- *Resolution establishing reimbursement of all travel, meal, and lodging expenses of officers and employees of the County of Kendall, Illinois* – Member Cullick stated that this resolution is a requirement under state statute, and Jeff Wilkins reviewed the things the statute required including the definitions, official business for which travel expenses may be reimbursed, maximum allowable reimbursement for travel expenses, the approval of expenses, and the documentation of expenses.

Discussion continued on verbiage of Section IV Lodging, Meals and Travel, and changes that were suggested. Jeff Wilkins will make the proposed changes and have the resolution ready for the Committee of the Whole meeting on November 10th.

Member Purcell made a motion to forward the item to the Committee of the Whole, second by Member Gilmour. **With three members voting aye, the motion carried.**

- *Recommend revisions to employee handbook* – Item tabled to a future meeting

ITEMS FOR COMMITTEE OF THE WHOLE

- *Discussion of Resolution Establishing Reimbursement of all travel, meal, and lodging expenses of officers and employees of the County of Kendall, Illinois*

ACTION ITEMS FOR COUNTY BOARD

- *Recommend Approval of Amendment to Intergovernmental Agreement for Administrative and Treasury Services between Kendall County, Kendall County Treasurer, and Kendall County Emergency Telephone Systems Board*
- *Recommend Approval of Resolution Authorizing Execution and Amendment of Section 5311 Public Transportation Service Grant Agreement*
- *Recommend Approval of Resolution regarding requirements for County Board member participation in IMRF*

CBIZ Update – Jim Pajauskas reported there will be a Benefit Fair on Tuesday, November 8, 2016 at the Health Department, and Wednesday, November 9, 2016 at the Historic Courthouse, and that Open Enrollment will end on Friday, December 2, 2016.

PUBLIC COMMENT – None

EXECUTIVE SESSION – Not Needed

ADJOURNMENT – Member Purcell moved to adjourn the meeting at 10:45a.m., second by Member Gilmour. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR
ADMINISTRATIVE AND TREASURY SERVICES
IGAM _____ - _____**

THIS AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATIVE AND TREASURY SERVICES is by and between the County of Kendall, a unit of local government of the State of Illinois ("*Kendall County*"), Jill Ferko, in her official capacity as Kendall County Treasurer ("*Treasurer*") and the Kendall County Emergency Telephone Systems Board ("*KenCom*").

WITNESSETH:

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

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

WHEREAS, the Treasurer is a county officer within the meaning of Article VII, Section 4 of the Illinois Constitution of 1970 who is authorized to act as treasurer of any unit of local government in her county when requested by any such unit; and

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

that the unit of local government contracting with Kendall County has authority to perform the service; and

WHEREAS, in an effort to reduce costs to the taxpayers of Kendall County, the parties entered into an Intergovernmental Agreement on or about November 29, 2012, wherein Kendall County and the Treasurer shall provide various administrative services for KenCom including, but not limited to, payroll, accounting and treasurer services by the Treasurer and insurance, administration and recordkeeping by Kendall County; and

WHEREAS, the parties now wish to amend the prior agreement to take into account special needs regarding technology assistance, and Paragraph 9 of the above named IGA allows for such modification of the Agreement if prepared in writing and approved by the parties.

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

1. The foregoing preambles are hereby incorporated into this Amendment as if fully restated in this paragraph 1.
2. The Intergovernmental Agreement for Administrative and Treasury Services entered into on or about November 29, 2012, is hereby amended to include the following modifications:

a. The following provision is added to Paragraph 2:

“m. Kendall County will provide operation and maintenance of all KenCom PCs, Servers, Software, Network, and all other technology systems. KenCom is still responsible for the purchasing of all such equipment (with the exception of paper and toner).

b. The following is added as the last sentence in Paragraph 4:

“Notwithstanding anything to the contrary above, KenCom agrees that it will transfer a base amount of \$45,000.00 per year, with an annual increase of three percent (3%) to be calculated and added, to Kendall County as reimbursement for the costs and services that Technology Services is taking on pursuant to the terms of this agreement. The three percent (3%) annual increase shall be cumulative.”

c. The above provisions Sub paragraphs a & b may be terminated by either of the parties hereto any time after two years from the date of the adoption of this amendment by giving 365 days’ notice to the other party.

3. The remaining provisions of the Intergovernmental Agreement for Administrative and Treasury Services entered into on or about November 29, 2012 remain unchanged with only the above new provisions being added at this time.
4. Kendall County, the Treasurer and KenCom each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement;

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Intergovernmental Agreement for Administrative and Treasury Services to be executed by their duly authorized officers on the last date below.

County of Kendall, Illinois

**Kendall County Emergency Telephone
Systems Board**

Chair, Kendall County Board

Chair, KenCom Executive Board

Attest:

County Clerk and Recorder

Date

Attest:

Secretary

Date

Kendall County Treasurer and Collector

Kendall County Treasurer and Collector

Attest:

County Clerk and Recorder

Date

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF SECTION 5311 PUBLIC
TRANSPORTATION SERVICE GRANT AGREEMENT**

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 (“Section 5311”), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311

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

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2017, for the purpose of off-setting a portion of the Public Transportation Program operating deficits of County of Kendall .

Section 2. That while participating in said operating assistance program the County of Kendall will provide all required local matching funds.

Section 3. That County Board Chairman of the County of Kendall is hereby authorized and directed to execute and file on behalf of the County of Kendall such application.

Section 4. That the County Board Chairman of the County of Kendall is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That County Board Chairman of the County of Kendall is hereby authorized and directed to execute and file on behalf of the Name of Applicant a Section 5311 Grant Agreement (“Agreement”) with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2017.

Section 6. That County Administrator of the County of Kendall is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2017.

PRESENTED and ADOPTED by the County Board, this 15th day of November 2016.

Approved:

Attest:

John A. Shaw, County Board Chairman

Debbie Gillette, County Clerk and Recorder

KENDALL COUNTY

Resolution No. _____

RESOLUTION ESTABLISHING REQUIREMENTS FOR CONTINUED IMRF PARTICIPATION BY CURRENT COUNTY BOARD MEMBERS PURSUANT TO PUBLIC ACT 099-0900

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

WHEREAS, the Public Act 099-0900 became effective August 26, 2016 and changed IMRF participation requirements for County Board members; and

WHEREAS, Public Act 099-0900 makes any person, first so elected to the County Board after August 26, 2016, ineligible for participation in IMRF; and

WHEREAS, in order to continue IMRF participation of current County Board members pursuant to Public Act 099-0900, the Kendall County Board shall approve and file a resolution with IMRF no more than 90 days after each general election in which a current participating member of the County Board is elected; and

WHEREAS, in order to continue IMRF participation of current County Board members pursuant to Public Act 099-0900, current County Board members must submit monthly time sheets to the County Treasurer documenting the time spent on official government business as an elected member of the County Board; and

WHEREAS, IMRF requires submittal of detailed time-tracking reports from participating County Board members in order to continue participation in IMRF.

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

SECTION 1. The County Board of Kendall County approves the continued IMRF participation of County Board members first so elected prior to August 26, 2016.

SECTION 2. To continue IMRF participation, County Board members must work at least 600 hours annually on official government business as defined by IMRF.

SECTION 3. To continue IMRF participation, County Board members must submit monthly time sheets in electric or paper format to the County Treasurer documenting time spent on official government business as an elected member of the County Board as required by IMRF. The County Treasurer shall maintain the submitted timesheets for five years.

SECTION 4. A participating County Board member who fails to submit time sheets or fails to conduct 600 hours of official government business annually as defined by IMRF shall not be eligible to continue participation in IMRF.

SECTION 5. To continue participation in IMRF, each County member understands their responsibility to become familiar and comply with all reporting requirements imposed by IMRF.

SECTION 6. The County Clerk is directed to file this resolution with IMRF no more than 90 days after the November 8, 2016 general election and provide an executed copy to the County Treasurer.

Approved and adopted by the County Board of Kendall County, Illinois on this 15th day of November, 2016.

John A. Shaw, Chairman
County Board

Attest:

Debbie Gillette
County Clerk

KENDALL COUNTY

Resolution No. _____

RESOLUTION ESTABLISHING THE REIMBURSEMENT OF ALL TRAVEL, MEAL, AND LODGING EXPENSES OF OFFICERS AND EMPLOYEES OF KENDALL COUNTY, ILLINOIS PURSUANT TO PUBLIC ACT 99-0604

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

WHEREAS, the Local Government Travel Expense Control Act, Public Act 99-0604, requires all local public agencies, including counties, to regulate, by ordinance or resolution, the reimbursement of all travel, meal, and lodging expenses of their officers and employees; and

WHEREAS, Public Act 99-0604 has an effective date of January 1, 2017 and states “On and after 180 days after the effective date of this Act of the 99th General Assembly, no travel, meal, or lodging expense shall be approved or paid by a local public agency unless regulations have been adopted under this Section”.

NOW THEREFORE, BE IT RESOLVED, by the County Board of Kendall County, that the following regulations for reimbursement of all travel, meal, and lodging expenses of the officers and employees of Kendall County are hereby adopted:

SECTION I.: Definitions.

The following words, terms and phrases, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Entertainment: includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.

Travel: any expenditure directly incident to official travel by employees and officers of the County involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

SECTION II: Non-Reimbursable Expenses

No officer or employee of the County shall be reimbursed by the County for any entertainment, alcoholic beverages, parking fines or fines for other traffic violations.

SECTION III: Official Business for which Travel Expenses May Be Reimbursed.

- 1) A County Board member of Kendall County shall be entitled to reimbursement for travel, meals or lodging, related to the official assignments approved by the County Board in accordance with the County Board Rules of Order as amended.
- 2) An officer or employee shall be entitled to reimbursement for travel, including meals or lodging, incurred while conducting official County business or while attending conferences, seminars or training benefiting the officer or employee and their work for the County. Elected Officials and Department Heads are responsible for authorizing travel and verifying that expenses are necessary and reasonable. Additionally, Elected Officials and Department Heads are responsible for confirming that budgetary funding is available to support the expenses and ensuring that their employees have read and are aware of applicable policies.

SECTION IV: Maximum Allowable Reimbursement for Travel Expenses

Unless otherwise excepted herein, the maximum allowable reimbursement for actual travel expenses incurred by an employee or officer of the County shall be as described in this section. Elected Officials and Department Heads have the discretion to approve travel reimbursements less than the maximums stipulated in this section for employees incurring travel expenses.

- 1) Mileage – Internal Revenue Service (IRS) standard mileage rate applicable at the time of the travel.
- 2) Lodging – Not to exceed the actual lodging expense incurred by the employee or officer and must be no greater than either (a) block hotel reservation rate set for conference/seminar or (b) 20% above the hotel rate set by the Government Service

Administration for the Continental United States (GSA-CONUS) for the location and time of travel.

- 3) Meals and incidental expenses – Shall only be reimbursed after travel exceeds 4 hours in any one day. Reimbursement for meal and incidental expenses shall be the actual cost of the meal or incidental up to the GSA-CONUS rate for the location and time of travel.
- 4) All other reimbursement for travel expenses shall not exceed the corresponding GSA-CONUS rate for location and time of travel.
- 5) An employee of the County incurring overnight travel expenses may request an advance for anticipated travel expenses not to exceed the rates set forth above. The employee's Elected Official or Department Head has the discretion to approve an advance not to exceed the rates set forth above.

SECTION V: Approval of Expenses

The Board must approve the following reimbursements for travel, including meals or lodging, by a roll call vote at an open meeting of the Board:

- (1) Any expense of any officer or employee that exceeds the maximum permitted in Section IV; or
- (2) Any expense of any member of the County Board.

SECTION VI: Documentation of Expenses

Before any reimbursement for travel, including meals or lodging, may be approved pursuant to Section V, a standardized form for submission of travel, meal, and lodging expenses supported by the following minimum documentation shall first be submitted to the County Board:

- (1) an estimate of the cost of travel, meals, or lodging if expenses have not been incurred or a receipt of the cost of the travel, meals, or lodging if the expenses have already been incurred;
- (2) the name of the individual who received or is requesting the travel, meal, or lodging expense;
- (3) the job title or office of the individual who received or is requesting the travel, meal, or lodging expense; and

(4) the date or dates and nature of the official business in which the travel, meal, or lodging expense was or will be expended.

All documents and information submitted under this Section are public records subject to disclosure under the Freedom of Information Act, 5 ILCS 140/1 *et seq.*

SECTION VII: Effective Date.

This Resolution shall be in full force and effect from and after its passage.

Approved and adopted by the County Board of Kendall County, Illinois on this 15th day of November, 2016.

John A. Shaw, Chairman
County Board

Attest:

Debbie Gillette
County Clerk

HIGHWAY COMMITTEE MINUTES

DATE: November 8, 2016
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Scott Gryder, Judy Gilmour, Jeff Wehrli and Matt Prochaska
STAFF PRESENT: Fran Klaas, Andy Myers and John Burscheid
ALSO PRESENT: P.J. Fitzpatrick and Kelly Farley

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

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

Motion Prochaska, second Gilmour to approve the Highway Committee meeting minutes from October 11, 2016. Motion carried unanimously.

A bid opening was held on Friday, November 4, 2016 for 16,000 gallons of unleaded gas and 20,000 gallons of diesel fuel. The low bidder for both items was CHS Elburn. Gryder asked if the Highway Department was aware of some type of State bid for fuels, which he had recently discussed with Sheriff Baird. Klaas was unaware of any program, but stated that he would look into it. Motion Koukol; second Wehrli to recommend approval of the low bid from CHS Elburn in the amount of \$1.90271/gallon for unleaded gas and \$1.95790/gallon for diesel fuel for the period from December 1, 2016 to November 30, 2017. Motion approved unanimously.

An agreement for right-of-way consulting services between Kendall County and Mathewson Right of Way Company was presented to the committee. The work pertains to the proposed improvements to Grove Road between Sherrill Road and U.S. Route 52. It is anticipated that the County will need to acquire approximately 30 parcels, all of which would be simple strip right-of-way acquisitions along the existing right-of-way. Mathewson's work would include appraisals, negotiations and closing costs. Any eminent domain proceedings would be handled as separate work outside of this proposed agreement. Motion Wehrli; second Gryder to recommend approval of the agreement to the County Board. Motion approved unanimously.

The Long Range Transportation Plan was presented to the committee. A draft copy of the Plan has been on the County's website for several weeks. Koukol asked about the Collins Road Extension. Klaas said that the project is shown in both Exhibit 5 and Exhibit 10 which includes funding for preliminary engineering. Construction funding is not currently in the 5-year plan. Gryder asked about the WIKADUKE Trail in the Plan. Klaas stated that there were monies set aside in a couple different years to work on the Trail. Motion Gryder; second Prochaska to recommend approval of the Long Range Transportation Plan to the County Board. Motion approved unanimously.

Compliance reviews by IDOT for 2015 receipts and expenditures of County Motor Fuel Taxes, Township Motor Fuel Tax expenditures, and Township Bridge Program funds were presented to

the committee. Motion Prochaska; second Gryder to present the compliance reviews to the County Board. Motion carried unanimously.

Chairman Koukol requested updates from P.J. Fitzpatrick on the Collins Road Extension project. P.J. reported that he had met with IDOT and FHWA to solidify the purpose and need for the project. Everything is still on schedule to have a public meeting this January. Kelly Farley then reported on the progress of the Little Rock Road project. Said project is being finalized and is now in the land acquisition phase. It should be ready for a bid letting in the spring of 2017.

Koukol asked about the status of the Route 30 and Orchard Road intersection project. There had been a flurry of activity a while ago, but no one has heard of any recent activity on the planning for this project.

Klaas informed the committee that there would be a bid opening for tree removal along Eldmain Road from River Road to U.S. Route 34. The bid opening will be at 10:00 AM on November 10, 2016. He requested that the low bid be brought to the County Board meeting for approval on November 15, 2016. Gilmour asked why the County was moving forward with tree removal in advance of the road construction project. Klaas stated that there were many public utilities that were in the way of the proposed road construction, and they would have difficulty relocating them until all the trees removed. So the tree removal would facilitate utility relocations, and would hopefully save money on the total cost of the project. Committee members did not have a problem with this schedule. Koukol requested that bid results be emailed to him soon after the bid opening.

Motion Koukol; second Prochaska to forward Highway Department bills for the month of November in the amount of \$440,923.79 to the Finance Committee for approval. Motion to approve bills carried unanimously.

Meeting adjourned at 4:25 P.M.

Respectfully submitted,



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

Action Items

1. Approve low bid from CHS Elburn to supply 16,000 gallons of unleaded gas at a price of \$1.90271 / gallon and 20,000 gallons of diesel fuel at a price of \$1.95790 / gallon.
2. Approve agreement for right of way consulting services between Kendall County and Mathewson Right of Way Company for acquisition of right-of-way on Grove Road between Sherrill Road and U.S. Rte. 52 at a cost not to exceed \$99,000.
3. Approve Kendall County Long Range Transportation Plan
4. Acknowledge receipt of compliance reviews for County Motor Fuel Taxes, Township Motor Fuel Taxes and Township Bridge Program funds for 2015.

COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY, November 7, 2016

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

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

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

Approval of October 3, 2016 Meeting Minutes – Member Prochaska made a motion to approve the October 3, 2016 meeting minutes, second by Member Koukol. All members voted aye via voice vote. **Motion approved.**

Public Comment – None

Old Business/Projects

1. *Leopardo Energy Efficiency & County Facilities Project* – Director Smiley stated that there was a meeting between Leopardo and Chairman Davidson, Member Prochaska, Jeff Wilkins County Administrator, Sheriff Baird and Director Smiley to discuss the preliminary findings. A finalized presentation will be offered at the next COW meeting, Wednesday November 9, 2016. Chairman Davidson stated that the benefits to this project are items that the county has been wanting to have completed for five years or longer. Member Prochaska stated the findings show that over the course of twenty years Kendall County would save one million dollars. Chairman Davidson stated that if the savings are not as stated a check for the difference will be paid to the county. Director Smiley explained the recommendations in the findings would allow us to be proactive in replacing older equipment, instead of waiting for the equipment to fail. However, Mr. Smiley cautioned everyone that he feels Leopardo's timeline may be a bit aggressive with changes starting as early as spring 2017.
2. *Animal Control Trailer Installation* – Director Smiley stated that the Animal Control Trailer was delivered on October 26, 2016. Jim arranged for a new electrical service to be fed to the trailer as the Animal Control facility is not supplied with a large enough power supply to add the trailer to its service. Member Wehrli volunteered and completed the trench work needed for the electrical service. The fence was re-installed, phone and data lines are currently being installed. KCFM staff is installing the skirting along with stairs and the ramp. Animal Control Director Pawson would prefer to have cubicles; in which none are available. Member Wehrli stated that the interior layout for the trailer and office space will be discussed at the Animal Control meeting. Mr. Wehrli also stated Animal Control does have their own budget if they wanted to purchase new office furniture in the future. Director Smiley stated that facilities management portion of trailer installation will be completed this month. Mr. Smiley mentioned that the windows in the trailer are single pane windows and a possible covering should be installed to help maintain the air leaking through.
3. *Public Safety Center Parking Lot Construction* – Director Smiley stated that the Public Safety Center parking lot resurfacing has been completed and re-striped. **Project Complete.**
4. *Ridge Street Reconstruction* – Mr. Smiley stated that Wednesday November 9, 2016 they will begin with a hopeful end date of Friday November 11, 2016.
5. *Historic Courthouse (HCH) Window Replacement Project* – Director Smiley stated that the down payment has been made and the windows have been measured. Mr. Smiley is waiting on the drawing proofs to be submitted for approval. Mr. Smiley stated that bills would need to be submitted, processed and held as the county is at year end.
6. *Document Destruction Meeting* – Director Smiley stated that materials have been boxed up and categorized. The initial application has been submitted to the state for approval. The process takes about six weeks and after this initial destruction Facilities Management will maintain yearly destruction with another departments schedule.

7. *Health & Human Services Counter Improvement Pricing Request* – Mr. Smiley is in the process of researching companies that provide bullet-proof glass.
8. *Microphone Addition Request for the County Board Room* – Director Smiley was asked to take the wiring for the table out of the quotes received. The cost difference of that removal is about \$1,000.00. The minimal cost savings is due to additional equipment needed in the rack to support additional microphones. Jeff Wilkins would like additional quotes and Mr. Smiley hopes to have additional quotes by the next meeting.
9. *County Office Building Boiler Failure* – Director Smiley stated that the heat exchanger was covered under warranty by the manufacturer however the labor remove and re-install the exchanger is not. Mr. Smiley estimates this cost to be a few thousand dollars and will use up the balance of the equipment maintenance fund for the year. **Project Complete.**

New Business/Projects

1. *Chairman's Report*
 - a. *Office Security needs* – Chairman Davidson provided two estimate options. Option A is to install an X-Ray machine, security guards, counter glass and move entrance doors. The cost to install this equipment came to \$101,197.00. Not included in this amount is the costs for labor to man the security system. Option B for the replacing the counters and adding laminated glass across the counters in the Treasurer's office and the Clerk's Office is estimated to be \$25,000.00 or less. Chairman Davidson stated that he and member Gilmour also toured the second floor of the courthouse, to look at space that would be more secure. Bob Davidson stated that Judge McCann seemed ok with using this space for offices other than courtrooms for now. Mr. Davidson stated that he would like to take the temporary Option B to COW while this board is still active. Member Gilmore suggested the South entrance doors also be locked. Then all foot traffic would be routed to the North entrance. Judy also inquired about the camera's previously discussed. Chairman Davidson explained that in order to do this the existing cameras would need to be moved. Director Smiley stated the \$28,250.00 for security in option A, was the cost of moving the camera's and to have a system installed where the employees would release the door locks to their suites. Member Wehrli stated from what he remembered the sheriff's safety report recommended closing the South entrance doors, as single point access decreased the risk. Chairman Davidson said he will double check what the Sheriff's office had recommended with Sheriff Baird. Jeff wants to have general numbers of what the cost for the temporary security is compared to complete security. Member Gilmore requests that the sheriff be present for input. Member Gilmore made a motion to send to COW to approve Option B security measure in the Treasurer and Clerk's offices. Member Prochaska 2nd the motion. All members voted aye via a voice vote. Motion approved.
2. *Approve Memorandum of Understanding between the Kendall County State's Attorney, the Kendall County Sheriff and the County of Kendall Illinois Regarding the Use of a 2005, Red Chevy Silverado 2500, VIN 1GCHK24X5E189853* – Director Smiley submitted to the committee copies of the Memorandum of Understanding for approval and signature. Chairman Davidson stated that he wants Director Smiley to confirm with Sheriff Baird that no changes need to be made to the document. Member Koukol made a motion to send to COW to approve the Memorandum of Understanding. Member Prochaska 2nd the motion. All members voted aye via a voice vote. Motion approved.
3. *Courthouse Mural Unveiling* – Director Smiley stated the project was unveiled on October 4, 2016. **Project Complete.**
4. *Health & Human Services (HHS) UPS System Fan Replacement* – Mr. Smiley stated that UPS assembly of six fans had two fans that were not working. The fans were replaced at a cost of \$1,624.00. **Project Complete.**

5. *Autopsy Table Replacement 2017* – Director Smiley was asked by Jacquie Purcell to investigate the possibility of installing an adjustable table. Mr. Smiley stated that if Facilities did the installation work the cost would be approximately \$500.00. Chairman Davidson stated he feels that the current table can be modified to what the needs of the corner are. Bob will discuss this further at the next Finance Committee meeting.
6. *HHS Escape Ladder Meeting* – Mr. Smiley stated that Dr. Tokars asked to attend a conference call regarding fire escape ladders being installed in the HHS building. Director Smiley suggested that if the ladders are to be installed that they be installed in the corners of the building as the windows have easier access. A sample ladder is going to be sent to the fire department for testing and operation review. Dr. Tokars would like escape ladders to be added to the facility along with the lobby glass installation.
7. *Circuit Clerk Automatic Door Operator Project* – Director Smiley stated that due to court mandated electronic filing the circuit clerk would like to have an automatic door opener installed. The cost will be out the clerk's budget however facilities part in the project will be to bring 110 volts to the system. Member Wehrli asked if the approval for the purchase still needed to come through finance. Member Prochaska clarified the clerk has funds that Judge McCann needed to approve. Jim said yes that Robyn had asked to get the bill so she could have Judge McCann sign off on it.
8. *Circuit Clerk Main Counter Change Project for 2017* – Mr. Smiley informed the committee that workstations needed to be added in order to be able to comply with the electronic filing mandate. Jim is getting prices for workstations that allow someone to sit and file at and one for a handicapped person to file cases at. Director Smiley will obtain and submit prices on this project to the Robyn and Judge McCann.
9. *Public Safety Center Phone System Redundant CPU Project* – Director Smiley stated this project will be completed tonight. This was to be completed on Friday however they ran into issues that required some re-programing on the CPU. The process will start again at 5:00 pm today and should only take about 15 minutes. Voicemail will be disabled during this upgrade; however, the main phone number for the Public Safety Center will be answered by the jail.

Staffing/Training/Safety

- *Reportable Labor Hours* – Doug Harrington has returned to work from medical leave on Monday, October 31, 2016.

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 – Chairman Davidson asked if there was a motion to adjourn. Member Prochaska made a motion to adjourn the meeting, second by Member Wehrli. **With all members present voting aye, the meeting adjourned at 4:31 p.m.**

Respectfully submitted,

Christina Wald
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes
Thursday, October 27, 2016

Call to Order

The Budget and Finance Committee was called to order by Chairman John Purcell at 1:47p.m.

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

Committee Members Absent: Elizabeth Flowers

Others Present: Latreese Caldwell, Bob Jones, Harold Martin, Jeff Wilkins

Claims Review and Approval– Member Prochaska moved to forward to the County Board for Approval of Claims in an amount not to exceed \$1,664,196.65, and Petit Juror Claims in an amount not to exceed \$2,050.00, second by Member Davidson. The Committee had questions about six claims from the Health Department, and is withholding the vouchers for payment until they received answers to the following:

1. Jayne Ballum – What does she do for the Health Department, is she an employee, and why was she paid \$66.96 and \$3,327.52?
2. Adam Johnson - What does he do for the Health Department, is he an employee and what did he do for \$237.06?
3. Wex Bank (154.80) – How are the fuel cards purchased through Wex Bank used in the Health Department? Are they distributed to clients/citizens?
4. Aldi Corporation (\$10,000) – How are the purchased Gift Certificates used in the Health Department? Are they distributed to clients/citizens?
5. Environmental Hazard Services/Lead Smart (\$8,400) – Listed under Supplies/General – What is this for?
6. Global Equipment Company (\$262.09) – What is this used for in the Health Department?

With four members voting aye, the motion carried.

Items from Other Committees – Member Davidson reported that he met with Leopardo who is proposing a program that will assist in reduction of costs and better utilization of facilities, utilities and the HVAC systems throughout the county. Discussion on the cost to implement the program, savings, and annual cost. **There was consensus to forward an Energy Efficiency Improvement Presentation by Leopardo Energy to the Committee of the Whole.**

Department Head and Elected Official Reports - None

Items of Business

- *FY2017 Budget* – Latreese Caldwell reviewed the changes that have been proposed including the timeline when the budget needs to be forwarded to the Board for approval, the posting of the tentative budget, and a line in the GIS budget as requested by Scott Koeppel.

Ms. Caldwell reviewed the proposed budget changes which included some proposed funding including \$30,000 of benefits from the state, and Public Safety Sales Tax increase from the Public Safety Sales Tax fund to the General Fund. Ms. Caldwell stated that the revenues reviewed through September 2016, and the State income tax is looking better and they increased that line by \$200,000.

Ms. Caldwell reported that the Sheriff reached out and reduced his budget by \$24,000, including deputy overtime by \$3,200, cell phones by \$6,000, vehicle maintenance by \$2,600, and deputy sergeants by \$13,000. The Sheriff also increased the inmate board and care revenue by \$300,000 based on the receipt of inmates from Cook County.

Ms. Caldwell stated that Jeff Wilkins is proposing a decrease in the Liability Insurance levy. Member Purcell said that part of this is due to the fact that the new insurance is less than the previous year.

Ms. Caldwell said that there is a proposal to reduce Capital Funds by \$281,086, and that those Capital requests that were in the General Fund were transferred to other Capital Funds.

Ms. Caldwell said there was a proposal to reduce the Judicial Capital and move it the Public Safety Capital, which would reduce the Judicial Capital Budget by \$10,000. There was money left in the Courthouse Expansion fund of approximately \$4,800, which will be transferred into the Public Safety Capital fund, and the resulting revenue decreases based on the reduction of the decrease of the insurance increase from 14 percent down to 11.1 percent. The net of all of those lines is approximately \$50,000 which then brings the deficit down to \$2,000,088. dollars.

Further discussion on the timeline for forwarding the FY2017 Budget to the Board for approval, and posting the tentative budget with the County Clerk, and in local newspapers, and the cost of health benefits to employees, and reimbursement of employee benefits from the Kendall County Health Department. **There was consensus by the committee to invoice the Health Department for the remaining balance of \$250,000. due for FY2016.**

Other Business - None

Public Comment – None

Questions from the Media – None

Items for Committee of the Whole – *Energy Efficiency Improvement Presentation by Leopardo Energy*

Executive Session – Not needed

Items for County Board – A combined Finance and COW meeting has been schedule for November 1, 2016 at 5:00p.m.

- *Approval of Claims in an amount not to exceed \$908,509.76, and Grand Juror Claims in an amount not to exceed \$1,350.00*
- *Recommend filing tentative Fiscal Year 2016-2017 County of Kendall, Illinois Budget with County Clerk*

Adjournment – Member Gryder made a motion to adjourn the Budget and Finance Committee meeting, second by Member Prochaska. **The meeting adjourned at 4:30p.m.**

Respectfully submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE/FINANCE COMMITTEE
SPECIAL Meeting Minutes
Tuesday, November 1, 2016

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

County Board Chair John Shaw led the committee in the Pledge to the American Flag. Finance Committee Vice-Chair Bob Davidson opened the meeting 5:04p.m.

ROLL CALL

Present: Scott Gryder – present, Matthew Prochaska - here, Jeff Wehrli – aye, John Shaw – here, Bob Davidson - here, Judy Gilmour – here, Dan Koukol - present

Member Flowers entered the meeting at 5:21p.m.

Member Purcell entered the meeting at 5:34 p.m.

Committee Members Absent: Lynn Cullick

Others present: Sheriff Dwight Baird, Latreese Caldwell, Finance Coordinator, Fran Klaas, County Engineer, Scott Koeppel, Technology Services Director, Jeff Wilkins, County Administrator

ITEMS OF BUSINESS

- *FY2017 Budget* – Jeff Wilkins reviewed the FY17 Levy Calculations & Requests, General Fund Revenue Summary, General Fund Expenditure Summary, the Resolution Establishing a General Fund Balance Reserve Policy, and the FY2016 Year End Expense and Projection.

Further discussion on the \$1.6 million levy, dollars from taxes, the \$1 million proposed benefit cost for FY2017, and benefit reimbursement from county entities including the Forest Preserve, KenCom, Animal Control, and GIS, and the need for full and continued benefit reimbursement from the Health Department to ensure reduction of the deficit.

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA - None

CHAIRMAN’S REPORT – No report

REVIEW BOARD ACTION ITEMS – Chairman Shaw asked the committee to review the October 18, 2016 Board agenda for any necessary changes or additions.

EXECUTIVE SESSION – None needed

ADJOURNMENT – Member Prochaska moved to adjourn the meeting at 6:06p.m., second by Member Gryder. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary