

**KENDALL COUNTY BOARD  
ADJOURNED SEPTEMBER MEETING  
September 4, 2012**

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, September 4, 2012 at 6:00 p.m. The Clerk called the roll. Members present: Chairman John Purcell, Bob Davidson, Jessie Hafenrichter, Dan Koukol, Nancy Martin, Suzanne Petrella, John Shaw, and Jeff Wehrli. Absent and excused was Elizabeth Flowers. Anne Vickery arrived at 6:09pm.

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

**MINUTES**

Member Martin moved to approve the submitted minutes from the regular County Board Meeting of August 7, 2012. Member Hafenrichter seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

**THE AGENDA**

The Chair suggested having the Executive Session to the end of the meeting. Member Hafenrichter moved to approve the agenda as amended. Member Shaw seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

**CORRESPONDENCE AND COMMUNICATIONS**

Chief Deputy Clerk Renetta Mickelson read the IDOT notice regarding a public open house regarding a proposed multi-modal transportation improvement plan which will be conducted Sept 18, 2012 in Peru, Illinois. Member Vickery arrived and was present for the remainder of the meeting.

**CITIZENS TO BE HEARD**

None.

**NEW BUSINESS**

**Ethics Commission Ordinance**

State's Attorney Eric Weis provided a review of procedural changes contained in the draft of the Ethics Commission Ordinance. He noted that the committee size will be increased to five members to more readily comply with the Open Meetings Act. He noted the Ordinance must closely follow the State's guidelines. Chairman Purcell indicated the Board will have an opportunity to go over the material and the vote will take place at a later date.

**OLD BUSINESS**

**Approve Intergovernmental Agreement between the County of Kendall and the Village of Oswego for Transportation Services.**

Postponed and will be re-scheduled.

**Approve Second Agreement to Modify Contract between Kendall county and Voluntary Action Center**

Postponed and will be re-scheduled.

**STANDING COMMITTEES**

**Planning, Building & Zoning**

**Map Amendment for 3.0 Acres of a 16.2 Acre Parcel**

Mr. Soukthavy Heminthavong was present and available to answer questions.

Member Martin moved to approve Zoning Petition 12-23 Map Amendment for 3.0 acres of a 16.2 acre parcel for rezoning from R-1 to A-1 at 7400 East Highpoint Road. Member Wehrli seconded the motion.

**ORDINANCE NUMBER 2012-17**

**MAP AMENDMENT FOR 3.0 ACRES OF A 16.2 ACRE PARCEL**

Rezone from R-1 to A-1 at 7400 East Highpoint Road

WHEREAS, Soukthavy Heminthavong, has filed a petition for a Map Amendment from R-1 to A-1, for property located on the East side of Highpoint Road, approximately 0.25 miles south of Route 71, in Section 8 of Kendall Township; and

WHEREAS, said property is identified with the tax identification number 05-08-151-005 and is legally described below; and

THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, WOODLAND ACRES, AS SHOWN BY THE PLAT THEREOF RECORDED SEPTEMBER 23, 1971 AS DOCUMENT 71-3652; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID WOODLAND ACRES, 43.95 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID WESTERLY LINE AND SAID WESTERLY LINE EXTENDED, 1333.28 FEET TO A POINT WHICH IS 314.70 FEET NORTHERLY OF THE NORTHWEST CORNER OF SAID WOODLAND ACRES; THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 72°58'39" WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 702.68 FEET TO THE CENTER LINE OF HIGHPOINT ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE, TO A LINE DRAWN PERPENDICULAR TO SAID WESTERLY LINE FROM THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID PERPENDICULAR LINE, 536.64 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

WHEREAS, said property is currently zoned R-1 and improved with an existing single family home per Ordinance 1987-15; and

WHEREAS, the petitioner desires to rezone the 3.0 acre property back to A-1 in order to build a guest home on the parcel; and

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact, and recommendation for approval by the Zoning Board of Appeals on August 27, 2012; and

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

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants a zoning map amendment from R-1 to A-1 on the tract of land located and depicted on the Plat of Survey attached as "Exhibit A" hereto and incorporated herein and rescinds Ordinance 1987-15 rezoning the 3.0 acres from A-1 to R-1.

IN WITNESS OF, this ordinance has been enacted on September 4, 2012.

Attest:

Debbie Gillette  
Kendall County Clerk

John Purcell  
Kendall County Board Chairman

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

**Millbrook Intergovernmental Agreement IGAM 12-29**

Member Martin introduced the updated Millbrook Intergovernmental Agreement. Member Martin moved to approve the Millbrook Intergovernmental Agreement. Member Hafenrichter seconded the motion.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MILLBROOK AND THE COUNTY OF KENDALL

THIS AGREEMENT, made this 21st day of August, 2012 by and between the VILLAGE OF MILLBROOK, a body corporate and politic, and the COUNTY OF KENDALL, a body corporate and politic, WITNESSETH:

WHEREAS, the Village of Millbrook was incorporated by act of the voters on November 5<sup>th</sup>, 2002, and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) permits units of local government to obtain or share services and to jointly contract, combine or transfer any power, privilege, function or authority among themselves, and

WHEREAS, the Local Land Resource Management Planning Act (50 ILCS 805/6) provides that a municipality and a County may enter into intergovernmental agreements for joint or compatible planning, local land resource management administration and zoning ordinance enforcement, and

WHEREAS, the Village of Millbrook adopted a Comprehensive Plan on January 24<sup>th</sup>, 2009, and

WHEREAS, all the property located within the described boundaries of the Village of Millbrook have been heretofore subject to the building and zoning codes of the County of Kendall, and to the County Flood Plain, Soil Erosion and Stormwater Management Ordinances, and

WHEREAS, the parties desire to continue that relationship,

NOW, THEREFORE, it is hereby agreed as follows:

- 1) The above recitals are incorporated by reference as if fully set forth herein.
- 2) That the Village of Millbrook has by ordinance duly adopted the Zoning Ordinance of the County of Kendall, the Building Code of the County of Kendall, the Comprehensive Plan of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, the Countywide Stormwater Management Ordinances as its own and further agrees that any subsequent text amendments to said ordinances and plans as may be adopted by Kendall County from time shall be adopted and incorporated by the Village of Millbrook as its own.
- 3) That for the consideration of \$1 the receipt and sufficiency of which is hereby acknowledged, the County of Kendall agrees to continue administering the County Ordinances for the Village of Millbrook as described in Paragraph (2) above and in accordance with the procedures attached hereto as Exhibit A and incorporated herein by reference all of which have been duly adopted by the Village of Millbrook, and apply them to all properties located within the municipal boundaries of the Village of Millbrook.
- 4) That the Village of Millbrook shall reimburse the County of Kendall for any actual costs incurred acting on behalf of the Village of Millbrook as provided herein. The Village of Millbrook will not be required to reimburse the County of Kendall for employee salaries or benefits.
- 5) The Village of Millbrook shall defend with counsel of the County's own choosing, indemnify and hold harmless the County of Kendall, its past present and future board members, elected officials, insurers, employees and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines damages and expenses and costs relating thereto including but not limited to attorney's fees and other legal expenses which the County, its board members, elected officials, insurers, employees and/or agents may sustain, incur or be required to pay arising in any manner out of the County's performance or alleged failure to perform its obligations pursuant to the Agreement.
- 6) That the Village of Millbrook shall secure, pay for and maintain throughout the period during which services are provided under this Agreement, auto liability and general liability insurance with minimum limits of coverage equal to or greater than those limits maintained by the Village on the date of the execution of this agreement attached hereto as Ex. B and incorporated herein by reference. The Village's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by the County or the County's employees, arising out of the County's performance or alleged failure to perform its obligations pursuant to this Agreement. The Village's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the County upon execution of this Agreement. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the County at least ninety (90) days in advance of such modification or cancellation. The Village shall furnish a copy of its insurance policies for examination by the County at any time upon demand of the County.
- 7) That this Agreement shall be for a term of one (1) year, commencing on the date of execution hereof, subject to annual renewal by the parties at least 30 days before the anniversary date each year, said renewal to be in writing.
- 8) This Agreement may be terminated by either party upon 30 days' written notice to the other party.
- 9) This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
- 10) 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.

11) The County of Kendall and the Village of Millbrook 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.

12) 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.

13) Any notice from either party to the other party hereto shall be in writing and shall be deemed served if mailed by prepaid certified mail addressed as follows:

Kendall County Administrator  
111 West Fox Street  
Yorkville, Illinois 60560

Village of Millbrook  
PO Box 51  
Millbrook, Illinois 60536

VILLAGE OF MILLBROOK

COUNTY OF KENDALL

BY: \_\_\_\_\_  
Village President- Jackie Lemmerhirt

BY: \_\_\_\_\_  
Chairman of Kendall County Board

ATTEST: \_\_\_\_\_  
Village Clerk

ATTEST: \_\_\_\_\_  
Kendall County Clerk

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

#### **Public Safety**

Member Shaw reviewed the committee minutes.

#### **Economic Development**

Member Koukol reviewed the committee minutes.

#### **Finance**

##### **Approval of Claims**

Member Vickery moved to approve the claims submitted in the amount of \$620,654.75. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**COMBINED CLAIMS:** FCLT MGMT \$20,556.56, B&Z \$961.81, CO CLK & REC \$381.62, ELECTION \$1,461.92, ED SRV REG \$4,078.00, SHRFF \$20,233.94, CRRCTNS \$1,976.42, EMA \$809.99, CRCT CT CLK \$322.96, JURY COMM \$5,349.91, CRCT CT JDG \$11,142.26, CRNR \$2,577.00, CMB CRT SRV \$10,916.00, PUB DFNDR \$4,196.50, ST ATTY \$841.99, SPRV OF ASSMNT \$308.52, EMLY HLTH INS \$347,818.90, OFF OF ADM SRV \$4,018.60, GNRL INS & BNDG \$100.00, CO BRD \$1,464.02, TECH SRV \$2,262.88, LIABIL INSUR EXPS \$15,212.49, CO HWY \$1,286.75, HLTH & HMN SRV \$63,692.03, FRST PRSRV \$1,895.46, KEN COM \$254.82, ANML CNTRL EXP \$16,629.00, ANML CNTRL EX \$1,908.22, CO RCDR DOC STRG \$171.90, DRG ABS EXP \$343.71, TOT HID \$24,768.30, COMM FND \$16,990.11, CRT SEC FND \$82.75, LAW LBRY \$5,430.95, PRBTN SRV \$3,241.00, ENG/CON \$22.50, VAC \$7,776.95, FP BND SERV 2007 \$19,168.01,

Member Vickery provided an overview of the Budget Hearing process. She indicated that while currently running a deficit she believes the cutbacks in budgeting will recover same. She further that two department heads should receive raises and the matter should be discussed at an upcoming meeting.

#### **Judicial/Legislative**

Member Koukol reviewed the committee minutes.

#### **Labor & Grievance**

Member Shaw reviewed the committee minutes.

CO.BRD 09-04-2012

Member Davidson indicated that he thought that Highway Striping in an amount under \$30,000 was going to be on this evening's Agenda. It was noted that it will be on the Agenda two weeks hence.

#### **STANDING COMMITTEE MINUTES APPROVAL**

Member Martin moved to approve all of the Standing Committee Minutes and Reports as presented. Member Hafenrichter seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

#### **SPECIAL COMMITTEE & OTHER LIAISON REPORTS**

##### **River Valley WIB**

Member Petrella indicated the WIB has just over \$4,000,000 to distribute.

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

##### **Announcements/Appointments**

Chairman Purcell made the following announcement:

Mike Schoppe for the River Valley WIB

#### **CITIZENS TO BE HEARD**

Todd Milliron, 61 Cotswold Dr, had a couple of questions for the State's Attorney regarding the Ethics Ordinance draft.

#### **QUESTIONS FROM THE PRESS**

The Board accepted questions from the press.

#### **EXECUTIVE SESSION**

Member Koukol moved to adjourn the County Board Meeting into Executive Session at 6:55 pm. The Chair read the purposes from 5 ILCS 120/2: 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; 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; (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 Davidson seconded the motion.

The Chair announced that no action will occur after Executive Session. Forest Preserve will then hold their Executive Session. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

#### **RECONVENE**

The County Board meeting was Reconvened followed by Adjournment.

#### **ADJOURNMENT**

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

Approved and submitted this 2nd day of October, 2012.  
Submitted by,  
Rennetta Mickelson, Chief Deputy Clerk

