

**KENDALL COUNTY BOARD AGENDA  
REGULAR JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210  
Tuesday, June 19, 2018 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. Harley Anderson, Volunteer for 17 years for the Kendall County Courthouse
7. Citizens to Be Heard
8. Executive Session
9. Old Business
10. New Business
  - A. Approval of the Illinois Emergency Management Mutual Aid System Agreement
  - B. Approval of the Addendum to Renew the 2016 "Agreement" for Food Services at the Kendall County Jail for One Additional Year
11. Elected Officials Report and Other Department Reports
  - A. Sheriff
  - B. County Clerk
  - C. Treasurer
  - D. Clerk of the Court
  - E. State's Attorney
  - F. Coroner
  - G. Health Department
  - H. Supervisor of Assessments
12. Standing Committee Reports
  - A. Planning, Building & Zoning
  - B. Law, Justice and Legislation
    1. Approval of a Resolution Opposing the Creation of a Vehicle Mileage Tax
    2. Approval of a Resolution Opposing HB4595 – Creation of an Illinois Employers Mutual Insurance Company
    3. Approval of a Resolution Setting the Number of Assistant State's Attorney
  - C. Administration/HR
    1. Approval of Kendall County 2018 Prevailing Wage Ordinance
  - D. Highway
    1. Approve Resolution awarding contracts to D Construction, Inc. for the following projects:
      - Grove Rd from Sherrill Rd to US Route 52 in the amount of \$4,281,192.66
      - Cannonball Tr from BNSF Railroad to Galena Rd in the amount of \$111,365.07
      - Brisbin Rd from US Route 52 to Chicago Rd in the amount of \$166,425.25
      - Whitfield Rd from Rogers Rd to Millhurst Rd in the amount of \$78,767.00
    2. Approve Intergovernmental Agreement between Kendall County, Fox Township Road District, and the Village of Millbrook relating to the asphalt resurfacing of portions of Whitfield Road
  - E. Facilities
    1. Approve window replacement by Patrick McCann, Inc. at the Historic Courthouse in the amount of \$26,120.00
  - F. Finance
    1. Approve Claims in an amount not to exceed \$ 1,977,919.31
    2. Approve Coroner Claims in an amount not to exceed \$8,475.46
  - G. Committee of the Whole
    1. Approval of Fee Agreement with The Horton Group, Inc. for Health, Dental, and Life Insurance Broker Services in the amount of \$3,350 per month for a two year term commencing on July 1, 2018
    2. Approval of Letter to United Healthcare Naming The Horton Group, Inc. as the Broker of Record for Kendall County Effective July 1, 2018

- H. Standing Committee Minutes Approval
- 13. Special Committee Reports
  - A. VAC
  - B. Historic Preservation
- 14. Other Business
- 15. Chairman's Report

**Appointments**

Steve Gengler – Public Aid Appeals Committee (Kendall Township Rep) – 2 year term – expires June 2020

Brian LeClerq – Public Aid Appeals Committee (Oswego Township Rep) – 2 year term – expires June 2020

Cliff Fox – Newark Sanitary District – 3 year term – expires June 2021

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

If special accommodations or arrangements are needed to attend this County meeting,  
please contact the Administration Office at 630-553-4171, a minimum 24-hours prior to the meeting time.

**KENDALL COUNTY BOARD  
ADJOURNED SEPTEMBER MEETING  
May 15 2018**

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, May 15, 2018 at 9:00 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Lynn Cullick, Bob Davidson, Judy Gilmour, Audra Hendrix (9:05 a.m.), Matt Kellogg, Matt Prochaska and John Purcell. Member absent: Elizabeth Flowers and Tony Giles.

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

**THE MINUTES**

Member Cullick moved to approve the submitted minutes from the Adjourned County Board Meeting of 4/17/18. Member Gilmour seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

**THE AGENDA**

Chairman Gryder asked to remove items B1, B2, B3 and B4.

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

**SPECIAL RECOGNITION**

**Juvenile Justice Scholarship Winners**

State's Attorney Eric Weis recognized scholarship winners Samantha Snider and Hailey Torres-Turnage.

**Voluntary Action Center**

Mike Neuenkirchen from the Voluntary Action Center presented the board with an award recognizing the support the Board has given to the VAC.

**CITIZENS TO BE HEARD**

Todd Milliron spoke about the proposed vote on raises to the elected officials; it weakens the bargaining position with the unions.

**ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS**

**Sheriff**

Sheriff Baird gave a presentation on the jail and courthouse security system completion.

**Village of Newark Agreement**

Member Hendrix moved to approve the Intergovernmental Agreement between the County of Kendall, Illinois and the Village of Newark, Illinois for police service. Member Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 18-12 is available in the Office of the County Clerk.

Sheriff Baird reported that Deputy Lechowicz was Officer of the Year.

**County Clerk**

**Revenue Report**

**4/1/18-4/30/18     4/1/17-4/30/17     4/1/16-4/30/16**

<u>Line Item</u>	<u>Fund</u>	<u>Revenue</u>	<u>Revenue</u>	<u>Revenue</u>
	County Clerk Fees	\$739.50	\$701.00	\$752.00

	County Clerk Fees - Marriage License	\$1,200.00	\$1,050.00	\$1,080.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
	County Clerk Fees - Misc	\$1,797.00	\$1,337.00	\$1,815.50
	County Clerk Fees - Recording	\$24,190.00	\$24,097.00	\$25,633.00
01010061205	Total County Clerk Fees	\$27,926.50	\$27,185.00	\$29,280.50
01010001185	County Revenue	\$31,164.75	\$32,860.00	\$22,829.75
38010001320	Doc Storage	\$14,662.50	\$14,131.00	\$15,394.00
51010001320	GIS Mapping	\$24,750.00	\$23,788.00	\$25,928.00
37010001320	GIS Recording	\$3,096.00	\$2,970.00	\$3,238.00
01010001135	Interest	\$18.48	\$20.97	\$33.96
01010061210	Recorder's Misc	\$4,031.25	\$3,573.50	\$1,178.00
81010001320	RHSP/Housing Surcharge	\$13,311.00	\$12,618.00	\$13,536.00
37210001575	Tax Certificate Fee	\$1,200.00	\$1,640.00	
37210001576	Tax Sale Fees	\$25.00	\$30.00	
37210001577	Postage Fees	\$0.00	\$0.00	
CK#18849	To KC Treasurer	\$120,185.48	\$118,816.47	\$111,418.21

County Clerk Debbie Gillette informed the board that there is a court hearing going on now regarding the Aurora Election Commission.

#### 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 FIVE MONTHS ENDED 04/30/2018

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2018 YTD Actual</u>	<u>2018 YTD %</u>	<u>2017 YTD Actual</u>	<u>2017 YTD %</u>
Personal Property Repl. Tax	\$400,000	\$159,667	39.92%	\$214,203	57.89%
State Income Tax	\$2,470,000	\$948,769	38.41%	\$964,937	40.21%
Local Use Tax	\$630,000	\$301,384	47.84%	\$231,523	37.04%
State Sales Tax	\$550,000	\$236,555	43.01%	\$33,996	7.08%
County Clerk Fees	\$400,000	\$132,021	33.01%	\$164,612	49.88%
Circuit Clerk Fees	\$850,000	\$274,282	32.27%	\$281,742	29.66%
Fines & Foreits/St Atty.	\$380,000	\$116,080	30.55%	\$130,048	30.24%
Building and Zoning	\$65,000	\$30,976	47.66%	\$27,544	44.43%



Interest Income	\$86,500	\$76,275	88.18%	\$32,208	85.89%
Health Insurance - Empl. Ded.	\$1,299,440	\$456,294	35.11%	\$481,719	38.05%
1/4 Cent Sales Tax	\$2,950,000	\$1,267,408	42.96%	\$1,210,113	41.44%
County Real Estate Transf Tax	\$440,000	\$146,830	33.37%	\$156,642	39.51%
Correction Dept. Board & Care	\$832,200	\$642,712	77.23%	\$312,237	35.68%
Sheriff Fees	\$245,000	\$75,500	30.82%	\$86,775	34.03%
<b>TOTALS</b>	<b>\$11,598,140</b>	<b>\$4,864,753</b>	<b>41.94%</b>	<b>\$4,328,298</b>	<b>37.98%</b>
<b>Public Safety Sales Tax</b>	<b>\$5,068,000</b>	<b>\$2,202,012</b>	<b>43.45%</b>	<b>\$2,135,279</b>	<b>42.13%</b>
<b>Transportation Sales Tax</b>	<b>\$4,750,000</b>	<b>\$2,202,012</b>	<b>46.36%</b>	<b>\$2,135,279</b>	<b>44.95%</b>

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

To be on Budget after 5 months the revenue and expense should at 41.65%

Treasurer Ferko stated that the tax bills have been mailed out.

#### State's Attorney

State's Attorney Weis said that through the Adult Redeploy Illinois a grant was received to reimburse one of their assistants to be in drug court.

#### Coroner

Description	**	Month: April 2018	Fiscal Year-to-Date	April 2017
Total Deaths		20	122	22
Natural Deaths		19	115	21
Accidental Deaths		1	3	1
Pending		0	2	0
Suicidal Deaths		0	2	0
Homicidal Deaths		0	0	0
Toxicology		3	10	1
Autopsies		3	10	1
Cremation Authorizations		15	75	11

UPDATED 05/15/2018

Accidental: 27 yo female, Fentanyl, Acetyl Fentanyl, Heroin, Alprazolam and Diazepam Intoxication

#### PERSONNEL/OFFICE ACTIVITY:

1. Coroner Purcell and Chief Deputy Coroner Gotte attended the training, "Homicide in America" on April 5, 2018.
2. Illinois Violent Death Reporting System personnel reviewed case files for statistical gathering on April 27, 2018.
3. Coroner Purcell attended the training "Protocol for Law Enforcement: Elder Abuse and Abuse of People with Disabilities" on April 30, 2018.
4. Coroner Purcell and Dr. Amaal Tokars hosted an Opioid Study on April 30, 2018. All 2017 opioid related deaths were reviewed.

Coroner Jacquie Purcell discussed tracking opioids with the board members.

#### Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti stated the Farmland Review Committee will meet on June 4, 2018.

Co Board 5/15/18

He explained the calculation of farmland assessments.

## STANDING COMMITTEE REPORTS

### Planning, Building and Zoning

#### Map Amendment – Keith and Kathleen Warpinski

Member Davidson moved to Petition 18-05 request from Keith and Kathleen Warpinski for a map amendment for a 6.57 acre +/- parcel located approximately 0.31 miles east of Route 47 on the north side of Walker Rd and identified by parcel identification number 05-21-400-011 in Kendall Township rezoning the subject property from A-1 Agricultural to R-1 One-Family Residential. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Kellogg who voted nay. **Motion carried 7-1.**

A complete copy of Ordinance 18-09 is available in the Office of the County Clerk.

#### Release of Claims

Member Davidson moved to approve the resolution to release all claims on a bank account owned by Whitetail Ridge Golf Club, LLC at First National Bank in the amount of \$3,000.00 pursuant to condition 18 of Ordinance 2016-11 (Granting a Special Use permit at 9111 Ashley Rd in Kendall Township to operate a banquet hall). Member Cullick seconded the motion.

Members discussed the conducting of an appraisal on the property.

Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Purcell who abstained. **Motion carried 7-0-1.**

A complete copy of Resolution 18-26 is available in the Office of the County Clerk.

### Administration/HR

#### Section 5311

Member Cullick moved to approve a resolution authorizing application for public transportation financial assistance under section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311) for State Fiscal Year 2019. Member Hendrix seconded it. Chairman Gryder asked for a roll call vote on the motion. **Motion carried.**

#### Roth Amendment

Member Cullick moved to approve the Roth amendment to the Nationwide plan. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### Loan Amendment

Member Cullick moved to approve the loan amendment to the Nationwide plan. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### Percentage Base Amendment

Member Cullick moved to approve the percentage base amendment to the Nationwide plan. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### Cyber Security Audit

Member Cullick moved to approve of a one-time cyber security audit from WIPFLI with a cost not to exceed \$2,000. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### Administrative Services Administrative Assistant Job Description

Member Cullick moved to approve the Administrative Services Department Administrative Assistant job description. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Davidson who voted nay. **Motion carried 7-1.**

#### Economic Development and Special Project Coordinator Job Description

Member Cullick moved to approve the Economic Development and Special Project Coordinator job description. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Purcell who voted nay. **Motion carried 7-1.**

## CLAIMS

Member Cullick moved to approve the claims submitted in the amount not to exceed \$1,111,455.27. Member Davidson seconded the motion.

**COMBINED CLAIMS:** FCLT MGMT \$18,310.24, B&Z \$2,477.17, CO CLK & RCDR \$1,410.48, ELECTION \$140.10, ED SRV REG \$6,112.92, SHRFF \$34,200.25, CRRCTNS \$36,087.97, EMA \$416.94, CRCT CT CLK \$242.97, JURY COMM \$407.56, CRCT CT JDG \$1,109.67, CRNR \$269.26, CMB CRT SRV \$163.00, PUB DFNDR \$1,150.00, ST ATTY \$1,424.48, TRSR \$572.23, PPPOST \$20,000.00, OFF OF ADM SRV \$146.34, GNRL INS & BNDG \$54.00, CO BRD \$1,101.03, TECH SRV \$20,924.34, PRPTY TX SRV \$16,690.26, FAC MGT UTLTS \$10,623.41, CO HWY \$30,280.50, CO BRDG \$8,319.78, TRNSPRT SALES TX \$268,276.94, HLTH & HMN SRV \$79,156.39, FRST PRSRV \$1,437.91, ELLIS HS \$1,276.50, ELLIS GRNDS \$139.94, ELLIS RDNG LSSNS \$465.08, ELLIS WDDNGS \$387.08, HOOVER \$920.38, ENV ED SCHL \$256.32, ENV ED CMPS \$185.00, ENV ED NTRL BGNNGS \$291.93, ENV ED LWS OF NTR \$59.00, GRNDS & NTRL RSRCS \$3,594.08, PCKRLL-PGTT FP \$442.96, ANML CNTRL EXPND \$257.45, ANML CNTRL EXPS \$239.34, CO RCDR DOC STRG \$5,500.00, HIDTA \$27,729.91, SHRFF RNG FND \$1,133.83, CO CMSSRY FND \$47.39, COOK CO REIMB \$848.34, CRT SEC FND \$1,719.72, CRCT CT DOC STRG \$139.62, JVNL JSTC CNCL \$5,628.33, CRT AUTOMA \$1,406.20, CRNR \$1,100.00, PRBTN SRV \$3,669.86, GIS \$34,631.51, KAT \$184,743.37, ADMN DBT SRV \$58,752.50, JAIL EXP BND DBT \$109,200.00, PUB SFTY \$30,604.77, SHRFF FTA FND \$786.66, CRTHS RNVTNS \$100.00, VAC \$2,261.06, SHRFF VHCL FND \$250.00, CRNR SPCL FND \$330.00, FP BND PRCDs '07 \$276.00, CTHS DBT SRV \$70,575.00

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

### Coroner Claims

Chairman Gryder recused member Purcell from the vote; he shall be treated as if not here.

Member Cullick moved to approve the coroner claims in the amount not to exceed \$1,699.26. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### Sheriff Salary

Member Purcell moved to approve the resolution establishing the salary for the Kendall County Sheriff; effective December 1, 2018 \$122,408; effective December 1, 2019 \$125,468; effective December 1, 2020 \$128,604; effective December 1, 2021 \$131,820. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Gilmour and Hendrix. **Motion carried 6-2.**

A complete copy of Resolution 18-28 is available in the Office of the County Clerk.

### County Clerk and Recorder Salary

Member Purcell moved to approve the resolution establishing the salary for the Kendall County Clerk and Recorder; effective December 1, 2018 \$97,974; effective December 1, 2019 \$100,423; effective December 1, 2020 \$102,934; effective December 1, 2021 \$105,507. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Gilmour. **Motion carried 7-1.**

A complete copy of Resolution 18-29 is available in the Office of the County Clerk.

### Treasurer and Collector Salary

Member Purcell moved to approve the resolution establishing the salary for the Kendall County Treasurer and Collector; effective December 1, 2018 \$97,974; effective December 1, 2019 \$100,423; effective December 1, 2020 \$102,934; effective December 1, 2021 \$105,507. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Gilmour. **Motion carried 7-1.**

A complete copy of Resolution 18-30 is available in the Office of the County Clerk.

### County Board

Member Purcell moved to approve the resolution to establish the compensation, mileage reimbursement and health benefits for County Board Members elected to a term beginning December 1, 2018 and County Board Members elected to terms beginning December 1, 2020; salary effective December 1, 2020 \$17,500; salary effective December 1, 2021 \$17,763; stipend for County Board Chairman effective December 1, 2020 \$350 per month. Member Cullick seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Davidson. Member Gilmour abstained. **Motion carried 6-1-1.**

A complete copy of Resolution 18-31 is available in the Office of the County Clerk.

## STANDING COMMITTEE MINUTES APPROVAL

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

## SPECIAL COMMITTEE REPORTS

### VAC

Chairman Gryder stated that they are having a golf outing on May 24, 2018.

### UCCI

Member Prochaska stated that they will meet on May 21, 2018.

## QUESTIONS FROM THE PRESS

Jim Wyman from WSPY asked the status of the solar arrays at the Courthouse campus – still with the City of Yorkville for their review.

## ADJOURNMENT

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

Approved and submitted this 18th day of May, 2018.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk

**Illinois Emergency Management  
MUTUAL AID SYSTEM  
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)" that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

**WHEREAS**, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

## **SECTION ONE**

### **Purpose**

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters, man-made catastrophes and special events, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

## SECTION TWO

### Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS"): A definite and prearranged plan whereby response and assistance is provided to a affected/stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city or county having an Emergency Management Program accredited/certified by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the IEMMAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of IEMMAS;
- C. "Affected/stricken Unit": A Member Unit which requests aid through the Illinois Emergency Management Agency in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to an affected/stricken Unit;
- E. "Emergency/Disaster": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the affected / stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.

- F. "IEMA Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills/exercise to implement the necessary joint operations of IEMMAS.
- H. "IESMA-MST Committee": The governing body of IEMMAS is comprised of the IEMMAS Team Leaders and Assistant Team Leaders, of whom are members of the Illinois Emergency Services Management Association.
- I. "Mobile Support Team": A group of emergency management personnel, who are members of Member Units and who are approved by the IEMMAS Executive Board and operate under guidelines as established by the IEMMAS Executive Board.
- J. "Special Event": A non-routine event that places a strain on a Member Unit's resources that may involve a large number of people and that such event requires additional planning, preparation and mitigation for public safety.

### SECTION THREE

#### **Authority and Action to Effect Mutual Aid**

- A. The Member Units hereby authorize and direct their respective Emergency Manager / Coordinator or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the IEMMAS Member Units. The aid rendered shall be to the extent of available personnel and



equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Emergency Manager / Coordinator, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

- B. Whenever an emergency / disaster or special event occurs and conditions are such that the Emergency Manager / Coordinator, or his designee, of the affected / stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify IEMA of the nature and location of the emergency / disaster / special event and the type and amount of equipment and personnel and/or services requested from the IEMMAS, including the activation of Mobile Support Teams.
- C. The Emergency Manager / Coordinator, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
  - 1. Establish the incident command system at the site of the emergency.
  - 2. Determine what equipment, personnel and/or services is requested according to the system maintained by IEMMAS;
  - 3. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the affected/stricken Unit;
  - 4. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the affected/stricken unit in accordance with the procedures of IEMMAS;
  - 5. Notify the affected / stricken unit if any or all of the requested equipment, personnel and/or services cannot be provided.

## **SECTION FOUR**

### **Incident Management System**

The National Incident Management System shall be the standard under which this Agreement shall function. The purpose of the incident management system shall be to provide structure and coordination to the management of emergency incident operations in order to provide for the safety and health of emergency service organization personnel and other persons involved in those activities. Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the State Incident Commander at the Forward Command Post. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Emergency Manager / Coordinator or his designee; provided, however, that the party withdrawing such aid shall notify the State Incident Commander at the Forward Command Post of the withdrawal of such aid and the extent of such withdrawal.

## **SECTION FIVE**

### **Compensation for Aid**

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

## **SECTION SIX**

### **Insurance**

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: personal injury, property damage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The State of Illinois shall provide workman compensation and comprehensive liability insurance. Upon request, Member Units shall provide such evidence as herein provided to the IEMMAS members.

## **SECTION SEVEN**

### **Indemnification**

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of

the party rendering aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Mutual Aid Agreement.

## **SECTION EIGHT**

### **Non-Liability for Failure to Render Aid**

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the affected / stricken unit of the Aiding Unit's inability to respond; however, failure to immediately notify the affected / stricken unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

## **SECTION NINE**

### **Term**

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to

the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

## **SECTION TEN**

### **Effectiveness**

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

## **SECTION ELEVEN**

### **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successor of entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

## **SECTION TWELVE**

### **Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

## **SECTION THIRTEEN**

### **Notices**

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the IEMMAS mailing lists or, to other such addresses as shall be agreed upon.

## **SECTION FOURTEEN**

### **Governing Law**

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

## **SECTION FIFTEEN**

### **Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

## **SECTION SIXTEEN**

### **IESMA-MST Committee**

The IESMA-MST Committee is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws and any other matters deemed necessary. The IESMA-MST Committee shall consist of 3 members appointed from within each IEMMAS region, who shall serve as the voting representative of said region on IEMMAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be

from within the respective region and shall have all rights and privileges attendant to a representative of that region. The IESMA Executive Board as provided for in the by laws shall coordinate the activities of the IEMMAS.

## **SECTION SEVENTEEN**

### **Duties of the IESMA-MST Committee**

The IESMA-MST Committee shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

## **SECTION EIGHTEEN**

### **Rules and Procedures**

Rules, procedures of the IEMMAS shall be established by the IESMA-MST Committee as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS.

## **SECTION NINETEEN**

### **Amendments**

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IESMA-MST Committee to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Illinois Emergency Management Mutual Aid System

Agreement has been adopted and approved by ordinance, resolution, or other manner approved  
by law, a copy of which document is attached hereto.

\_\_\_\_\_  
President  
Illinois Emergency Service Management Association

\_\_\_\_\_  
DATE

\_\_\_\_\_  
IEMMAS Chairperson

\_\_\_\_\_  
DATE

Political Entity

\_\_\_\_\_  
Chief Executive Officer (\_\_\_\_\_) \_\_\_\_\_, Illinois

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
Clerk  
\_\_\_\_\_, Illinois

\_\_\_\_\_  
DATE



## **ADDENDUM TO RENEW THE 2016 "AGREEMENT FOR FOOD SERVICES AT THE KENDALL COUNTY JAIL" FOR ONE ADDITIONAL YEAR**

**ADDENDUM** to the Agreement dated the 31st day of May, 2016, by and between the County of Kendall Illinois and the Kendall County Sheriff's Office (KCSO) (hereinafter referred to as "County"), and Consolidated Correctional Foodservice, a division of Consolidated Management Company (hereinafter referred to as "Contractor"). This addendum is for the period beginning the 7<sup>th</sup> day of July, 2018. All provisions of the Agreement shall continue as written except for the following changes:

**WHEREAS**, the 2016 Agreement entered into by the Parties, is set to terminate July 6, 2018, unless it is renewed as permitted by agreement of the Parties, in Section 10 of the 2016 Agreement; and

**WHEREAS**, all Parties wish to exercise the renewal option, and to renew the 2016 Agreement for one additional year.

**NOW THEREFORE**, the Parties agree to the following:

1. **Recitals:** The above recitals are incorporated as if fully set forth herein.
2. **Incorporation:** The 2016 agreement is attached hereto, as Exhibit "1", and the 2016 Agreement including all incorporated and referenced documents is incorporated as if fully set forth herein. The terms of 2016 Agreement, unless expressly modified by this 2018 Renewal Agreement, remain binding and enforceable by and against all Parties.
3. **Term:** The term of the Renewal Agreement starts on July 7, 2018, and continues until July 6, 2019. Pursuant to Section 4 of the 2016 Agreement, the Parties may extend the Agreement up to 120 calendar days for purposes of establishing a new contract or obtaining a new Contractor.
4. **Pricing:** The meal pricing during the term of 2018 Renewal Agreement will be set forth when the May 2017 to May 2018 Consumer Price Index is released. Current meal pricing will be increased by the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, Food Away From Home. Contractor estimates this information available by June 20, 2018.

**IN WITNESS WHEREOF**, the Parties have caused this 2017 Renewal Agreement to be executed by their duly authorized representatives on the date signed. The effective date of this 2018 Renewal agreement shall be July 7, 2018.

**KENDALL COUNTY**

**CONSOLIDATED CORRECTIONAL FOODSERVICE**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_  
**Name, Title, Date**

\_\_\_\_\_  
**Name, Title, Date**

\_\_\_\_\_  
**Name, Title, Date**

\_\_\_\_\_  
**Name, Title, Date**

Exhibit 2



June 12, 2018

Deputy Commander Joseph Gillespie  
Kendall County Sheriff's Office  
1102 Cornell Lane  
Yorkville, IL 60560

Dear Commander Gillespie:

Per the terms of our contract dated May 31, 2016, we are permitted to increase our per meal rate for food service annually.

The Consumer Price Index Food Away from Home (see attached) from May 2017 to May 2018 has changed 2.7%. Therefore, the following rates are effective July 7, 2018:

Level	# of meals	Current Rate/Meal	New Rate/Meal
1	80-89	\$1.51	\$1.55
2	90-99	\$1.42	\$1.46
3	100-109	\$1.36	\$1.40
4	110-119	\$1.31	\$1.35
5	120-129	\$1.26	\$1.29
6	130-139	\$1.22	\$1.25
7	140-149	\$1.19	\$1.22

Thank you for the opportunity to continue to serve you. It is always a pleasure working with you.

Sincerely,

Chris

Chris Gerend  
Regional Manager

Attachment

cc: Food Service Director  
Accounting, Unit Support Center

Exhibit 1

16AM 16-24

**AGREEMENT FOR FOOD SERVICES  
AT THE KENDALL COUNTY JAIL**

Now comes Consolidated Correctional Food Service, hereinafter referred to as "Contractor," and also comes the County of Kendall Illinois and the Kendall County Sheriff's Office ("KCSO"), hereinafter collectively referred to as "County." County and Contractor do hereby enter into this Agreement to provide Food Services at the Kendall County Jail ("Facility") this 31<sup>st</sup> day of MAY, 2016 ("Agreement"). Contractor shall provide meals at Facility upon terms and conditions as set forth herein.

**RECITALS:**

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 with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, County seeks to obtain food services at the Facility ("Services") and, in compliance with proper statutory procedure, County submitted the Kendall County Sheriff's Office Request for Proposals to Provide Food Services for Kendall County Jail, dated 4/29, 2016, ("RFP"), seeking vendor proposals for these Services, a true and correct copy of which is attached as Exhibit A; and

WHEREAS, after receiving and reviewing all properly submitted proposals, including the proposal from Contractor, attached as Exhibit B, County determined Contractor was the lowest, responsible Vendor proposing services in the best interest of the County; and

WHEREAS, County and Contractor wish to enter into an agreement wherein Contractor will provide Services to Facility consistent with the terms of this Agreement and the RFP; and

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

1. RECITALS: The above recitals are incorporated as if fully restated herein.
2. RFP: The RFP from which this Agreement resulted is incorporated as if fully restated herein, including all appendices attached thereto. In the event of a conflict between the RFP and this Agreement, the Agreement governs.
3. STATUTORY COMPLIANCE: Contractor hereby agrees to furnish nutritious wholesome and palatable food to inmates and staff in accordance with this Agreement. The food service shall meet all current standards as established by:

- A. The American Correctional Association,
- B. The Food and Nutritional Board of the National Academy Science as prescribed for inmate, and
- C. The State of Illinois.

4. TERM: The initial term of this Agreement shall be from the 7<sup>TH</sup> day of JULY 2016 through and including the 6<sup>TH</sup> day of JULY, 2017. The parties may agree to renew this Agreement for up to two additional, consecutive, one-year terms. At the conclusion of this Agreement, the KCSO may extend the Agreement up to 120 calendar days for purposes of establishing a new contract or obtaining a new Contractor.

5. PRICES: Pricing shall be set at \$ see attached PRICE QUOTE per meal for the first one-year term of this Agreement.

6. ANNUAL PRICE ADJUSTMENTS: If the Agreement is extended for additional terms, the prices for those terms shall be as agreed to by parties and shall be set forth in writing, signed by both parties, prior to the start of the next contract term.

7. PROMPT PAYMENT: Contractor shall bill County approximately ten (10) business days after the end of the month in which services are rendered. Payment to Contractor will be made in accordance with the Local Government Prompt Payment Act. (50 ILCS 505/1).

8. OPERATIONAL RESPONSIBILITIES

A. Services: Contractor shall be responsible for the following services pursuant to the terms of this Agreement.

- i. Contractor shall provide three meals per day, including one cold (breakfast) and two hot meals (lunch and dinner). Breakfast shall be served cold. The daily caloric content should average at least 2,400 calories.
- ii. Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator.
- iii. All menus shall be reviewed and approved by the Contractor's Registered Dietitian prior to being prepared and served, and must be adjusted according to the recommended dietary allowances stated by the National Academy of Sciences, United States Department of Agriculture, and the United States Department of Health and Human Services.
- iv. Contractor shall maintain detailed records of all meals served.
- v. Contractor will provide holiday meals on the following days:

- Christmas, Easter, Fourth of July, and Thanksgiving.
- vi. No food extenders or filler will be used.
  - vii. Contractor must maintain and submit weekly documentation of menus as they are actually served to the Jail Administrator for informational purposes.
  - viii. Therapeutic diets shall be available upon medical authorization. Specific diets shall be prepared and served to inmates according to the orders of the responsible health authority, including snacks for diabetic prisoners. Special diets for religious reasons shall be accommodated as directed by the policies of the Facility.
  - ix. Contractor shall provide sack meals as requested.
  - x. Contractor will not prepare or serve pork, ham, bacon or any similar product containing any pork.
  - xi. Special meals for medical, religious, or safety issues are included in the Agreement pricing.
  - xii. The Contractor shall furnish meals to KCSO Corrections employees who are on duty at the time of meal service. Employees will pay for their meals directly through County. Contractor will bill County for employee meals at the same rate as inmate meals and provided a count of employee meals under a mutually agreed upon system. Employee's meals should be of the same type as inmate meals, unless other accommodations are agreed to by both parties.
  - xiii. Contractor employee meals shall be provided for by Contractor, at no cost to the County, and should be of the same type as inmate meals.
  - xiv. Contractor will provide food and meals as necessary in coordinating a response to a community-wide emergency or natural disaster, if requested by KCSO to do so, and at a cost comparable to the rate set forth in this Agreement.
  - xv. Upon request by Jail Administrator, but only up to twice every 12 months, in order to consume and rotate KCSO's emergency supplies, the Contractor will prepare and serve, at no charge to the County, food furnished by the KCSO and maintained as part of KCSO's emergency supplies. On these days, Contractor will compensate County for the cost of any meals provided to Contractor's employees at the rate of inmate meals. County employees will pay the County for their meals at the rate set by the County for employee meals.

**B. Food Preparation Standards:**

- i. Contractor shall be responsible for all meals and insure that the entire food preparation, kitchen, kitchen restrooms, utensils, appliances, food service, and storage shall comply with all relevant standards and rules set by the Illinois Department of Public Health, Illinois Jail

- Standards, and American Correctional Association Standards.
- ii. Only USDA inspected and approved meats, poultry, eggs, and dairy products may be used.
  - iii. Contractor will cause the food to be plated or trayed in an eye-pleasing manner.
  - iv. Meals shall be prepared, cooked, and portioned by civilian labor provided by Contractor.
  - v. Contract shall keep utensils, equipment, kitchen, bathroom, and storage areas continuously clean and tidy, in a manner that satisfies the State Jail Inspector, American Correctional Association Standards, the Jail Administration, and the Kendall County Health Department.
  - vi. Contractor shall obtain/possess any licenses and/or certificates required to furnish meals to adult inmates.
  - vii. Contractor shall assure that the dietary operation is in compliance with the standards set by the American Correctional Association and the State Department of Corrections.
  - viii. Contractor will obey all Federal, State, and local laws and ordinances regarding health, sanitation, and safety.

C. Employees/Inmate Labor

- i. Contractor will provide a list of employees and agents, identified by name, and title at the time this Agreement is executed. Contractor shall timely update that list throughout the term of the Agreement.
- ii. All inmate labor will be trained and carefully supervised by Contractor's employees.
- iii. Contractors employees shall hold appropriate licenses and certifications required for this type of food service.
- iv. Contractors shall be responsible for any damage by its employees or agents, or damage done by inmate workers due to gross lack of training or supervision by Contractor, its employees or agents.

D. Security:

- i. KCSO will at all times be responsible for the physical security of the Facility and the continuing security of the inmates.
- ii. Contractor's employees and agents will be responsible for the security and control of their County issued keys and work tools. All tools, such as knives, peelers, etc., will be kept in a locked area when not in use. Contractor shall maintain a recorded inventory of all such items, and shall document any time an item is removed and returned to the locked area.
- iii. Contractor's employees and agents will follow security procedures established by the KCSO and the County and will take direction from

the KCSO correctional staff in an emergency situation.

- E. Grievances: Upon request of County, Contractor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints regarding food services.

9. EQUIPMENT AND FACILITIES:

- A. Contractor shall provide, if needed, any equipment necessary for the transportation of products, supplies, and personnel to or from the Facility. Contractor shall furnish all supplies, commodities, and equipment not supplied by County, but which are necessary for the efficient, sanitary, and economically sound operation of the food services program outlined in the Agreement. This shall include all cleaning and paper supplies not provided by County.
- B. Contractor shall supply all food, seasonings, and ingredients for the food service and kitchen at Facility.
- C. County shall furnish cleaning supplies, pots, pans, kitchen equipment, and utensils identified in appendix B of the RFP.
- D. County will provide, install, maintain, repair, and permit the Contractors to use the Capital Equipment which the County placed within the Facility.
- E. Contractor must provide disposable utensils for all persons identified by County staff as having communicable disease. Disposable utensils, plates, cups, etc., are to be biodegradable or able to be recycled. Polystyrene is not acceptable.
- F. Contractor shall properly use and maintain all County equipment. Contractor will be responsible for repair of damaged equipment due to negligence or willful conduct of Contractor's employees or agents. The County will provide preventative maintenance and repair service on all County owned equipment.
- G. County shall supply all utilities relating to the operation of the food service area, including garbage service, natural gas, water, and electric. County shall supply internet access, if needed, and basic local phone service. Any toll or long distance charges incurred by Contractors employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will direct efforts at conserving utilities whenever possible.
- H. Facility shall at no times be used for the preparation of any foods or beverages other than those products to be delivered under Agreement.



- I. Contractor and the County shall jointly inventory all Capital Equipment and food service related items under Contractor's direct control at the inception of the Agreement and annually thereafter. Copies of the inventory will be retained by Contractor and by the County. Contractor shall provide equivalent quality replacement supplies as necessary. All replacement supplies shall become the property of County.
10. NOTICE: 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, by the party listed below:

Notice to Kendall County:      Kendall County Sheriff's Office  
   Attention: Sheriff Dwight Baird  
   Kendall County Public Safety Center  
   1102 Cornell Lane  
   Yorkville, Illinois, 60560  
   fax (630) 553-4379

with copy sent to:              Kendall County State's Attorney  
   807 John Street  
   Yorkville, Illinois, 60560  
   fax (630) 553-4204

Notice to Contractor:        Consolidated Correctional Foodservice  
   ATTN: Rick W. Levi  
   2670 106<sup>th</sup> St, Ste 140  
   Des Moines, IA 50322  
   Fax: (515) 254-0394

11. TERMINATION: Contractor may terminate this Agreement by providing one hundred and eighty (180) calendar days written notification. The County may terminate this Agreement upon thirty (30) calendar days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed prior to the termination date, but shall not be responsible for any additional costs, damages, and/or fees. In the event that this Agreement is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor for any or all losses incurred, including attorney's fees and expenses. The Contractor will be deemed to have defaulted upon its failure to provide services consistent with, and as required by this Agreement.

Contractor shall notify County immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by a non-affiliated party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law,



becomes subject to the provisions of any chapter of the Bankruptcy Act; or (d) Contractor ceases to conduct its operations in normal course of business. County shall have the option to terminate its contract with Contractor immediately on written notice based on any such change in status. For the purposes of this Agreement, a non-affiliated party shall mean any corporation, limited liability company or any other person that is not controlling, controlled by, or under common control with the Contractor.

12. WARRANTIES. All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of County. All services, materials, and components shall conform to relevant manufactures' and equipment suppliers' specifications, and all equipments shall be obtained from original manufactures or suppliers approved by County. No warranties implied or explicit may be waived or denied.
13. ASSIGNMENT. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
14. FORCE MAJEURE. 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 include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
15. BACKGROUND CHECKS/SECURITY: Contractor shall exercise general and overall control of its officers, employees and agents. Contractor agrees that no one shall be assigned to perform work at the Facility on behalf of Contractor, Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless KCSO has completed a criminal background investigation for each individual. 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, Contractor agrees that the individual shall not be assigned to perform work on or at the Facility absent prior written consent from County and KCSO. County, at any time, for any reason and

in County's sole discretion, may require Contractor and/or Contractor's employees, consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Contractor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, the Facility, or the grounds belonging to or adjacent to the Facility, any item not specifically authorized by the Facility, such as contraband, shall be prosecuted. All persons, including Contractor's employees, agents, and visitors, entering the Facility are subject to routine searches of their persons, vehicles, property and/or packages at anytime without prior notice. 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 or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Contractor further agrees that it shall notify KCSO personnel of the loss or breakage of any tools and equipment while within the Facility.

16. HOLD HARMLESS / INDEMNIFICATION: Contractor will hold harmless and indemnify the County and the Kendall County Public Building Commission, together with their respective officials, officers, employees, including their past, present, and future board members, elected officials and agents with counsel of the County's own choosing, against all liabilities, claims, suits, demands, proceedings, and actions for any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated solely by the negligent, reckless, intentional, or deliberately indifferent conduct of Contractor, its employees, and agents. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, must be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney. County's and the Kendall County Public Building Commission's participation in their defense shall not remove Contractor's duty to indemnify, defend, and hold County and the Kendall County Public Building Commission harmless, as set forth above.
17. INSURANCE: Contractor 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 County. Before starting work hereunder, Contractor shall deposit with County certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability

insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. County, and the Kendall County Public Building Commission shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance. Further, the general liability and workers' compensation policies must include a waiver of subrogation in favor of County and the Kendall County Public Building Commission. County and the Kendall County Public Building Commission shall also be designated as certificate holders.

18. PRISON RAPE ELIMINATION ACT OF 2003 (PREA): Contractor will comply with PREA, applicable PREA standards, and the KCSO policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Facility. Contractor acknowledges that, in addition to self-monitoring, KCSO may conduct announced or unannounced monitoring to include on-site monitoring.
19. REMEDIES: In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If 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, County is required to use the services of an attorney, then County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
20. INDEPENDENT CONTRACTOR RELATIONSHIP: It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees, and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby agrees to defend with counsel of County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from County, its board members, officials, employees, insurers, and

agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.

21. CERTIFICATION: Contractor certifies that Contractor, 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)

Contractor further certifies by signing the Contract documents that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Contractor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission

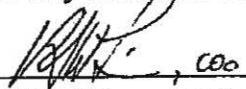
22. PROTECTION OF WORK AND CLEAN-UP: The Contractor shall be responsible for the protection of all work (including, but not limited to, all work performed by Contractor and all subcontractors) and shall at Contractor's own expense replace damaged or lost materials or repair damaged parts of the work, and the Contractor shall be liable therefore. Contractor and subcontractors shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The Contractor and subcontractors may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall remove from the vicinity of the Facility all surplus material or equipment belonging to Contractor and subcontractors. within a reasonable time or as directed by the County.

23. NON-DISCRIMINATION: Contractor, 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.

24. AUTHORITY TO EXECUTE AGREEMENT: County and Contractor 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.

25. **CHOICE OF LAW AND VENUE:** 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.
26. **TAXES:** Contractor acknowledges that County is exempt from federal excise and transportation taxes. County is also exempt from payment of Illinois Sales Tax. KENDALL COUNTY TAX EXEMPTION IDENTIFICATION NUMBER: xxxxxx. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status.
27. **ENTIRE AGREEMENT:** 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.
28. **COUNTERPARTS:** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

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


  
Consolidated Correctional Food Service

5/21/16  
Date

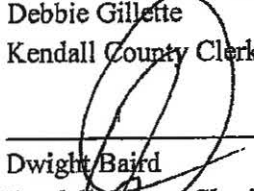
COUNTY OF KENDALL, ILLINOIS

  
John A. Shaw  
Kendall County Board Chairman

5/17/16  
Date

  
Debbie Gillette  
Kendall County Clerk/Recorder

5/17/16  
Date

  
Dwight Baird  
Kendall County Sheriff

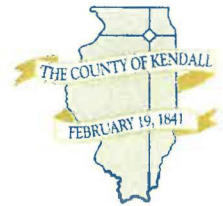
6/6/16  
Date





Kendall County  
*Office of the Sheriff*

Dwight A. Baird, Sheriff  
1102 Cornell Lane Yorkville Illinois 60560  
Phone: 630-553-7500 Fax: 630-553-1972  
www.co.kendall.il.us/sheriff



**Kendall County Sheriff's Office**  
**6- Month Report**  
**December 01, 2017 – May 31, 2018**

STATE OF ILLINOIS  
COUNTY OF KENDALL  
- FILED -

JUN 12 2018

*Debbie Mellette* COUNTY CLERK  
KENDALL COUNTY

**Records Division**

Papers Served	984
Civil Process Fees	\$39,213.19
Record Fees	\$1,399.05
Sheriff's Sales	\$55,464.50
Bond Fees	\$5,296.64

**Operations Division**

Calls for Service	3,945
Police Reports	1,933
Total Arrests	610
Traffic Contacts	5,029
Traffic Citations Issued	1,524
DUI Arrests	34
Cannabis Civil Law Citations	56
Ordinance Citations Issued	5
CAD Report	14,821

**Court Security**

Courthouse Entries	82,555
Arrests made at Courthouse	145

**Corrections Division**

Average Daily Population	150
Meals Served	78,322
Average price per meal	\$1.22
Inmates Housed from Other Counties	493
Total Inmate Transports	1,113
Out of County Housing Billed Out	\$811,740

<b>Total Vehicle Mileage</b>	<b>366,618</b>
------------------------------	----------------

**12- Month Budget Results**

Sheriff's Budget	\$5,911,448.00	Corrections Budget	\$4,597,901
Year to Date	\$3,092,591.90	Year to Date	\$2,142,318.63
Balance	\$2,818,856.10	Balance	\$2,455,582.37
Percent	52.32%	Percent	46.59%

Submitted by

*Dwight A. Baird*  
Sheriff Dwight A. Baird

<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>5/1/18-5/31/18</b>	<b>5/1/17-5/31/17</b>	<b>5/1/16-5/31/16</b>
<b>Line Item</b>	<b>Fund</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>
	County Clerk Fees	\$ 747.50	\$ 816.50	\$ 841.00
	County Clerk Fees - Marriage License	\$ 1,950.00	\$ 1,680.00	\$ 1,350.00
	County Clerk Fees - Civil Union	\$ -	\$ -	\$ -
	County Clerk Fees - Misc	\$ 2,096.00	\$ 2,027.00	\$ 1,621.50
	County Clerk Fees - Recording	\$ 24,833.00	\$ 27,995.00	\$ 28,681.00
01010061205	Total County Clerk Fees	\$ 29,626.50	\$ 32,518.50	\$ 32,493.50
01010001185	County Revenue	\$ 42,949.00	\$ 38,889.25	\$ 48,822.00
38010001320	Doc Storage	\$ 14,931.50	\$ 16,488.50	\$ 16,985.00
51010001320	GIS Mapping	\$ 25,215.00	\$ 27,754.00	\$ 28,572.00
37010001320	GIS Recording	\$ 3,153.00	\$ 3,464.00	\$ 3,566.00
01010001135	Interest	\$ 24.74	\$ 24.80	\$ 35.84
01010061210	Recorder's Misc	\$ 3,194.00	\$ 3,457.25	\$ 3,974.25
81010001320	RHSP/Housing Surcharge	\$ 13,455.00	\$ 14,697.00	\$ 15,138.00
37210001575	Tax Certificate Fee	\$ 1,280.00	\$ 1,320.00	
37210001576	Tax Sale Fees	\$ 90.00	\$ 224.18	
37210001577	Postage Fees		\$ -	
CK #18470	To KC Treasurer	\$ 133,918.74	\$ 138,837.48	\$ 149,586.59
Death Certificate Surcharge sent from Clerk's office \$1,356.00 ck # 18468				
Dom Viol Fund sent from Clerk's office \$325.00 ck #18469				

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

**Kendall County General Fund**

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES  
FOR SIX MONTHS ENDED 05/31/2018

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2018 YTD Actual</u>	<u>2018 YTD %</u>	<u>2017 YTD Actual</u>	<u>2017 YTD %</u>
Personal Property Repl. Tax	\$400,000	\$233,415	58.35%	\$277,828	75.09%
State Income Tax	\$2,470,000	\$1,292,702	52.34%	\$1,095,469	45.64%
Local Use Tax	\$630,000	\$350,507	55.64%	\$274,716	43.95%
State Sales Tax	\$550,000	\$265,158	48.21%	\$273,118	56.90%
County Clerk Fees	\$400,000	\$159,947	39.99%	\$191,797	58.12%
Circuit Clerk Fees	\$850,000	\$332,309	39.10%	\$345,059	36.32%
Fines & Foreits/St Atty.	\$380,000	\$140,613	37.00%	\$153,376	35.67%
Building and Zoning	\$65,000	\$30,976	47.66%	\$36,882	59.49%
Interest Income	\$86,500	\$93,429	108.01%	\$40,753	108.67%
Health Insurance - Empl. Ded.	\$1,299,440	\$547,801	42.16%	\$571,285	45.12%
1/4 Cent Sales Tax	\$2,950,000	\$1,479,525	50.15%	\$1,409,347	48.27%
County Real Estate Transf Tax	\$440,000	\$177,994	40.45%	\$189,502	47.80%
Correction Dept. Board & Care	\$832,200	\$751,192	90.27%	\$415,357	47.47%
Sheriff Fees	\$245,000	\$96,142	39.24%	\$102,340	40.13%
<b>TOTALS</b>	<b>\$11,598,140</b>	<b>\$5,951,711</b>	<b>51.32%</b>	<b>\$5,376,828</b>	<b>47.18%</b>
 <b>Public Safety Sales Tax</b>	 <b>\$5,068,000</b>	 <b>\$2,556,274</b>	 <b>50.44%</b>	 <b>\$2,475,565</b>	 <b>48.85%</b>
<b>Transportation Sales Tax</b>	<b>\$4,750,000</b>	<b>\$2,556,274</b>	<b>53.82%</b>	<b>\$2,475,565</b>	<b>52.12%</b>

\*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 6 months the revenue and expense should at 50.00%

EXPENDITURES

All General Fund Offices/Categories

<b>\$28,534,189</b>	<b>\$13,098,586</b>	<b>45.90%</b>	<b>\$13,114,195</b>	<b>47.11%</b>
---------------------	---------------------	---------------	---------------------	---------------



Kendall County  
Clerk of the Circuit Court  
2018 Judicial Statistics

**2018 MONTHLY STATISTICS**

		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
AD	Adoption	1	1	1	0	0	0	0	0	0	0	0	0	3
CC	Contempt of Court	1	2	2	2	0	0	0	0	0	0	0	0	7
CF	Criminal Felony	35	30	44	24	42	0	0	0	0	0	0	0	175
CH	Chancery	35	47	42	35	27	0	0	0	0	0	0	0	186
CL	Civil Law Violation	9	9	10	18	1	0	0	0	0	0	0	0	47
CM	Criminal Misdemeanor	41	45	42	55	56	0	0	0	0	0	0	0	239
CV	conservation violation	3	1	2	2	2	0	0	0	0	0	0	0	10
D	Divorce	27	35	51	32	30	0	0	0	0	0	0	0	175
DT	DUI	20	13	23	28	18	0	0	0	0	0	0	0	102
ED	Eminent Domain	1	1	0	0	1	0	0	0	0	0	0	0	3
F	Family	5	17	19	30	3	0	0	0	0	0	0	0	74
J	Juvenile	0	1	3	0	2	0	0	0	0	0	0	0	6
JA	Juvenile Abuse/Neglect	0	4	3	6	1	0	0	0	0	0	0	0	14
JD	Juvenile Delinquency	36	19	23	31	15	0	0	0	0	0	0	0	124
L	Law	10	12	12	8	9	0	0	0	0	0	0	0	51
LM	Law Magistrate	69	47	46	37	43	0	0	0	0	0	0	0	242
MH	Mental Health	0	0	0	1	0	0	0	0	0	0	0	0	1
MR	Misc. Remedy	20	16	30	22	15	0	0	0	0	0	0	0	103
OP	Order of Protection	30	23	36	29	29	0	0	0	0	0	0	0	147
OV	Orninance Violation	0	0	2	0	2	0	0	0	0	0	0	0	4
P	Probate	14	11	16	20	18	0	0	0	0	0	0	0	79
SC	Small Claims	124	83	142	68	131	0	0	0	0	0	0	0	548
TR	Traffic	610	504	562	694	694	0	0	0	0	0	0	0	3064
TX	Tax	5	0	0	1	4	0	0	0	0	0	0	0	10
WI	Wills	16	15	17	10	14	0	0	0	0	0	0	0	72
X1	Misc	3	0	0	0	0	0	0	0	0	0	0	0	3
		1115	936	1128	1153	1157	0	0	0	0	0	0	0	5489

Last year at this time we filed 5040 cases.

**2018 YEARLY STATISTICS**

		2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
AD	Adoption	25	31	19	21	21	19	14	15	17	27	3
CC	Contempt of Court	2	6	7	3	7	3	7	3	9	32	7
CF	Criminal Felony	501	515	405	429	411	407	422	404	419	420	175
CH	Chancery	1253	1520	1858	1393	1536	865	580	488	440	388	186
CL	Civil Law Vilolation	0	0	1287	0	0	0	0	0	72	226	47
CM	Criminal Misdemeanor	1401	1536	58	1222	1231	1059	1114	1079	990	749	239
CV	conservation violation	42	67	469	31	42	51	41	29	22	39	10
D	Divorce	341	451	253	466	429	450	401	408	415	441	175
DT	DUI	339	387	5	290	287	236	245	249	211	190	102
ED	Eminent Domain	1	0	170	34	41	1	6	13	5	14	3
F	Family	184	142	4	156	122	138	147	111	170	90	74
J	Juvenile	3	4	32	3	1	7	10	16	10	19	6
JA	Juvenile Abuse/Neglect	21	21	316	19	16	18	36	22	9	31	14
JD	Juvenile Delinquency	279	289	141	260	263	256	241	300	226	198	124
L	Law	94	138	1154	106	88	117	111	107	98	108	51
LM	Law Magistrate	896	1042	1	1127	935	826	798	733	687	698	242
MH	Mental Health	0	0	170	1	2	1	1	2	1	9	1
MR	Misc. Remedy	133	169	117	153	197	190	251	265	387	309	103
OP	Order of Protection	140	134	112	161	161	226	281	308	361	369	147
OV	Orninance Violation	503	297	104	91	88	79	38	17	34	15	4
P	Probate	109	115	1795	124	108	120	134	135	147	143	79
SC	Small Claims	1173	1649	16867	1479	1418	1350	1333	1105	1144	1363	548
TR	Traffic	18158	19241	59	12300	12170	11589	10215	9200	7800	6049	3064
TX	Tax	21	35	178	66	65	75	48	40	49	39	10
WI	Wills	139	156	3	169	142	174	169	172	171	196	72
X1	Misc	4	3	0	6	4	4	3	3	3	3	3
		<b>25762</b>	<b>27948</b>	<b>25584</b>	<b>20110</b>	<b>19785</b>	<b>18261</b>	<b>16646</b>	<b>15224</b>	<b>13897</b>	<b>12165</b>	<b>5489</b>

**CLERK OF THE CIRCUIT COURT  
FY 2018 FINANCIAL REPORT**

LINE ITEM	DESCRIPTION	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY
0101-014-1205	10% BOND	\$ 8,327.18	\$ 4,601.70	\$ 6,035.83	\$ 5,115.50	\$ 6,474.90	\$ 7,031.88
0101-014-1205	CLERK FEES	\$ 39,343.21	\$ 36,371.60	\$ 31,482.33	\$ 39,094.12	\$ 26,182.55	\$ 36,943.14
0101-014-1205	CLERK FEES NOTICES	\$ 36.00	\$ 24.00	\$ 36.00	\$ 42.00	\$ 24.00	\$ 12.00
0101-020-1205	STATES ATTORNEY	\$ 4,058.19	\$ 3,509.17	\$ 3,207.30	\$ 4,642.00	\$ 3,681.22	\$ 3,578.14
0101-020-1205	STATES ATTORNEY TRIAL FEE				\$ 75.00	\$ 38.00	\$ 25.00
4421-000-1320	ST ATTY RECORDS AUTOMATION	\$ 448.00	\$ 322.00	\$ 415.00	\$ 501.00	\$ 414.00	\$ 418.00
0101-019-1205	PUBLIC DEFENDER FEES	\$ 1,683.50	\$ 1,323.60	\$ 629.00	\$ 1,202.50	\$ 1,315.00	\$ 915.00
0101-020-1205	SEX OFFENDER FINE				\$ 500.00		
4501-000-1320	COURT AUTOMATION	\$ 18,603.12	\$ 16,161.82	\$ 15,397.93	\$ 19,641.59	\$ 14,286.85	\$ 17,832.18
4201-000-1320	COURT SECURITY	\$ 16,660.07	\$ 14,495.00	\$ 13,604.99	\$ 17,629.00	\$ 12,338.00	\$ 14,967.71
0101-014-1205	MONTHLY SURCHARGE						
0101-014-1210	COURT SYSTEM FEES	\$ 3,925.00	\$ 3,425.00	\$ 2,545.00	\$ 4,435.00	\$ 2,865.00	\$ 2,884.00
4401-000-1320	DOCUMENT STORAGE	\$ 11,962.31	\$ 10,368.47	\$ 9,951.53	\$ 12,680.00	\$ 9,294.71	\$ 11,448.09
0101-014-1205	CLERKS/CRIME/DUI- LAB FEES	\$ 45.00	\$ 50.00	\$ 60.00	\$ 46.00	\$ 73.70	\$ 24.00
4801-000-1521	DRUG TEST FEE						
4801-000-1521	ELECT. MONITOR	\$ 3,473.00	\$ 1,723.00	\$ 1,162.41	\$ 3,979.25	\$ 2,029.00	\$ 1,297.01
0101-020-1205	BOND FORFEITURECM-CF-CC	\$ 15,314.50	\$ 14,538.00	\$ 12,627.84	\$ 17,881.60	\$ 11,072.18	\$ 11,430.67
0101-020-1205	FINES IL COMMERCE COM POLICE						
0101-020-1205	SHERIFF TICKETS-FINE AGENCY	\$ 7,178.61	\$ 5,718.24	\$ 8,513.79	\$ 10,484.21	\$ 8,597.63	\$ 7,935.20
0101-020-1205	ISP DIST 5	\$ 3,241.44	\$ 2,107.87	\$ 1,509.68	\$ 559.52	\$ 1,083.57	\$ 1,062.61
0101-020-1205	CM /CF/STATE'S ATTORNEY	\$ 62.74		\$ 256.28	\$ 94.32	\$ 60.52	\$ 70.74
0101-020-1205	FINES SEC OF STATE						
4001-000-1320	S/A ADDL FINE DRUG						
4001-000-1320	CO DRUG FINES	\$ 1,214.99	\$ 456.12	\$ 2,053.12	\$ 2,469.03	\$ 892.01	\$ 1,248.76
4801-000-1320	PROBATION FEES/Conditional dis	\$ 11,457.70	\$ 7,945.28	\$ 9,754.27	\$ 10,071.43	\$ 10,142.51	\$ 5,038.13
0101-014-1205	MONTHLY PERCENTAGE FEE	\$ 23,152.26	\$ 18,726.24	\$ 23,420.47	\$ 24,161.91	\$ 21,477.10	\$ 22,896.82
5001-000-1320	DRUG MONEY FORFEITURE SAO			\$ 90.90			
4801-000-1527	DOM VIOL SURVEIL FEE						
4301-000-1320	LAW LIBRARY	\$ 5,109.00	\$ 4,589.00	\$ 3,926.00	\$ 4,992.00	\$ 3,003.00	\$ 4,446.00
0101-014-1225	PERIODIC IMPRISONMENT FEE	\$ 4,293.00	\$ 267.00	\$ 1,481.61	\$ 1,842.00	\$ 4,835.00	
0101-018-1205	PLACEMENT FEES						
4801-000-1520	DOMESTIC VIOLENCE-PROBATION	\$ 1,798.00	\$ 942.00	\$ 3,856.62	\$ 1,738.00	\$ 2,992.00	\$ 1,258.48
4801-000-1525	OP RISK ASSESSMENT						

**CLERK OF THE CIRCUIT COURT  
FY 2018 FINANCIAL REPORT**

4801-000-1528	EVALUATION REIMBURSEMENT						
9001-000-1320	CIR CLERK OPERATION/ADMIN FU	\$ 1,327.97	\$ 1,012.19	\$ 1,261.66	\$ 1,560.94	\$ 1,171.20	\$ 1,192.42
0101-014-1205	CLERK FEES COPIES	\$ 2,290.25	\$ 2,743.25	\$ 2,125.25	\$ 2,891.25	\$ 2,526.30	\$ 2,877.00
4411-000-1320	HIGHWAY HIRE-BACK FUND						\$ 125.00
4801-000-1320	PROBATION FEES/Out of County	\$ 226.00	\$ 788.00	\$ 1,061.00	\$ 1,565.00	\$ 380.00	\$ 456.00
0101-014-1205	MAILING FEE						
0101-014-1205	NON-COMPLIANCE PARENTING CLS						
0101-014-1205	CLERK FEES EXPUNGMENT	\$ 210.00	\$ 180.00	\$ 210.00	\$ 520.00	\$ 450.00	\$ 310.00
0101-014-1205	CLERK OP & ADMIN SER GEORGE	\$ 170.00	\$ 125.00	\$ 175.00	\$ 135.00	\$ 140.00	\$ 150.00
0101-014-1369	INTERSTATE COMPACT FEE						
0101-000-1135	INTEREST	\$ 34.91			\$ 34.52		
0101-014-1205	CLERK PRTN ADTNL FINE DB	\$ 2.00	\$ 4.00	\$ 3.00	\$ 3.00	\$ 7.00	\$ 2.00
0101-014-1205	TR SCHOOL	\$ 112.00	\$ 62.00	\$ 84.00	\$ 90.00	\$ 110.00	\$ 58.00
0101-014-1205	TR SCHOOL		\$ 18.00	\$ 4.00	\$ 4.00	\$ 2.00	\$ 10.00
0101-014-1205	CLERK FEES SPINAL CORD INJ					\$ 1.88	
4801-000-1520	DOM / VIOL BATTERY FINE						
0101-014-1205	SEXUAL ASSAULT SERVICE					\$ 20.00	
0101-014-1205	CLERK FEES TRAUMA FUND						
0101-014-1205	ST OFFENDER DNA	\$ 142.25	\$ 80.87	\$ 226.60	\$ 171.65	\$ 165.68	\$ 119.20
9001-000-1320	FORECLOSURE PRVNT ADMIN	\$ 41.00	\$ 34.00	\$ 46.00	\$ 39.00	\$ 26.00	\$ 25.00
9001-000-1320	ABANDONED RES. PROP ADMIN						
9001-000-1320	FTA CLERK OP / ADMIN	\$ 240.00	\$ 165.00	\$ 155.00	\$ 200.00	\$ 160.00	\$ 65.00
8301-000-1320	ELECTRONIC CITATION FUND	\$ 615.00	\$ 423.00	\$ 540.00	\$ 667.92	\$ 558.00	\$ 549.00
4801-000-1522	YOUTH EDUCATION CLASS	\$ 100.00	\$ 200.00		\$ 70.00	\$ 50.00	\$ 110.48
0101-020-1205	CIVIL CONTEMPT OF COURT						
0101-014-1220	CIR CLERK GPS SERVICE FEE	\$ 560.00	\$ 464.00	\$ 310.25	\$ 1,325.75	\$ 448.00	\$ 396.00
0101-014-1205	JD FEES(CLERK)	\$ 293.92	\$ 255.00	\$ 325.00	\$ 454.84	\$ 371.00	\$ 225.00
4211-000-1320	CO DRUG ADDICTION SERVICES	\$ 225.00	\$ 180.00	\$ 135.00	\$ 150.00	\$ 135.00	\$ 105.00
0101-020-1225	SA COLLECTION FEE		\$ 115.52	\$ 174.73	\$ 0.63	\$ 24.00	\$ 1,390.26
4801-000-1531	JUVENILE PARENTING CLASS	\$ -				\$ 100.00	
4801-000-1532	PROTECTIVE ORDER VIOLATION FEE			\$ 400.00	\$ 248.00		

---

**TOTAL DUE COUNTY TREASURER \$187,977.12 \$154,514.94 \$159,254.39 \$194,008.48 \$150,018.51 \$160,928.92**



KENDALL COUNTY CORONER  
— JACQUIE PURCELL —

Description	**	Month: May 2018	Fiscal Year-to-Date	May 2017
Total Deaths		29	151	23
Natural Deaths		23	138	21
Accidental Deaths	**	3	8	1
Pending		0	0	0
Suicidal Deaths	**	2	4	1
Homicidal Deaths		0	0	0
Undetermined	**	1	1	0
Toxicology		9	19	2
Autopsies		7	17	1
Cremation Authorizations		16	91	11

\*\*

Accidental Death(s):

1. 05/05/2018 – Plano – 23-year-old, Female, Blunt Force Injuries due to Ejection from Motorcycle
2. 05/16/2018 – Aurora – 52-year-old, Male, Difluoroethane Toxicity
3. 05/31/2018 – Newark – 32-year-old, Male, Overdose (Pending)

Suicidal Death(s):

1. 05/19/2018 – Kendall County – 31-year-old, Male, Overdose (Pending)
2. 05/21/218 – Plainfield – 48-year-old, Male, Gunshot Wound to the Head
3. 05/31/2018 – Kendall County – 44-year-old, Female, Gunshot Wound to the Chest

Undetermined Death(s):

1. 05/08/2018 – Kendall County – 49-year-old Male, Drowning

**PERSONNEL/OFFICE ACTIVITY:**

1. Coroner Purcell and Chief Deputy Coroner Gotte attended the Opioid Community Forum at Waubensee Community College presented by US Representative Randy Hultgren on May 2.
2. Coroner Purcell and Chief Deputy Coroner Gotte met with community members interested in opioid awareness and developing an opioid specific grief counseling group on May 9.
3. Coroner Purcell attended the Kane/Kendall Elder Abuse Task Force meeting on May 17.
4. Chief Deputy Coroner Gotte presented at IVVC for the combined: Law Enforcement, EMS and Healthcare Careers classes on May 18.

— CARORUM AD CURAM —

**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 June 11, 2018 – Unofficial until approved**

**CALL TO ORDER**

The meeting was called to order by Chairman Bob Davidson at 6:31 p.m.

**ROLL CALL**

Committee Members Present: Lynn Cullick, Bob Davidson (Chairman), Judy Gilmour, Scott Gryder (Arrived at 6:55 p.m.), and Matt Kellogg (Vice Chairman)

Committee Members Absent: None

Also Present: Matt Asselmeier (Senior Planner), Nancy Harazin, Mary Collins, Stevie DuPont, Mike Venditti, David Lombardo, Tom Bromeland, Mary Bromeland, Andrew Bromeland, Melissa Samaroo, Justin Hardt, Margaret Blum, Jeff Findlay, and Greg Stromberg

**APPROVAL OF AGENDA**

Motion by Member Cullick, seconded by Member Gilmour, to approve the agenda as presented. With a voice vote of four (4) ayes, the motion carried.

**APPROVAL OF MINUTES**

Motion by Member Cullick, seconded by Member Gilmour, to approve the minutes of the May, 2018 meeting. Mr. Asselmeier noted that, on page 10, Member Gryder asked about Comed securing their utility boxes. Mr. Asselmeier stated that Kendall County currently does not have any regulations requiring the closure of the utility boxes. With a voice vote of four (4) ayes, the motion carried.

**EXPENDITURE REPORT**

The Committee reviewed the claims report. Motion by Member Kellogg, seconded by Member Cullick, to forward the claims to the Finance Committee. With a voice vote of four (4) ayes, the motion carried.

Mr. Asselmeier provided an update on the Fox Metro Escrow Account.

Mr. Asselmeier provided a six month update on Planning, Building, and Zoning related budget line items. The legal publication line item is the only line item of concern.

**PUBLIC COMMENT**

Nancy Harazin, owner of 16400 Newark Road, expressed her support of solar power. She stated that solar energy will reduce pollution and carbon dioxide emissions. She stated little maintenance is required for solar panels. Ms. Harazin said that she enjoyed working with Borrego and she would live across the street from a solar farm.

Mary Collins, Montgomery, expressed her support of using solar energy as a source of power. She stated that solar farms, like the one proposed, will benefit her children and grandchildren because of cleaner air.

Stevie DuPont, Sleezer Road, worked in utilities previously. He stated that Illinois is not a carbon heavy state because of the large amount of electricity from nuclear plants. Little regulations exist for solar projects. He expressed concerns of the loss of vegetation and top soil on the property. Dust could go onto neighboring properties. He expressed concerns regarding the decommissioning of the solar panels and the ability of the land to return to agricultural uses.

Mike Venditti, Oswego, spoke in favor of the solar panel project. He thanked Ms. Harazin for her efforts to improve the community through the solar panel project. No pollution will be created by this project.

Jeff Findlay, Newark, requested an update on the Antos Bridge project. The update will occur later in the meeting.

Tom and Mary Bromeland, Newark Road, expressed their opposition of the solar panel project for the following reasons: the solar array will lose value and cause the loss of value for neighboring properties, hazards to first responders, drainage and erosion concerns, lights, increased traffic and noise during construction, noise from the solar array, permanent damage to the farmland, harm to wildlife, and concerns about negative impacts to the wetlands. Mr. and Mrs. Bromeland stated that they asked Borrego to move the solar panels to the south of the property, but Borrego declined because of the wetlands. Andrew Bromeland, Roods Road, stated that he did economic analysis of property values. The comparables provided were of properties with solar panels further away from the subject properties. Borrego has not talked to the Bromelands.

Member Gryder arrived at this time (6:55 p.m.)

## **PETITIONS**

*Petition 18-15-Nancy Harazin on Behalf of Nancy L. Harazin Trust Number 101-Request for a Special Use Permit for a Public or Private Utility-Other (Solar Panels) at 16400 Newark Road, Approximately 0.2 Miles East of Route 71 on the South Side of Newark Road (PIN: 07-05-400-003) in Big Grove Township; Property is Zoned A-1*

Mr. Asselmeier summarized the request.

Nancy Harazin, on behalf of Nancy L. Harazin Trust Number 101, submitted a petition for a special use permit to operate a public or private utility system – other on her property at 16400 Newark Road. Specifically, the Petitioner would like to contract with Borrego Solar Systems, Inc. for the installation and operation of a solar energy system. The energy generated from the system will be fed into Ameren's system and consumed offsite.

The Petitioner would like to lease approximately twenty-three (23) acres to 312 Solar Development, LLC c/o Borrego Solar Systems, Inc. for an initial period of twenty (20) years. The lease could be renewed up to four (4) additional periods of five (5) years. If approved, Borrego Solar Systems, Inc. would install and maintain six thousand, nine hundred twelve (6,912) solar panels on the north side of the subject property. The solar panels would be seven

feet (7') in height at maximum tilt and three to four feet (3'-4') off of the ground. The panels would rotate with the sun. The system would connect to Ameren's system at the northeast corner of the property at Newark Road. The system is planned to generate two mega-watts (2 MW) of energy. If approved, the system would be operational by approximately July 31, 2019.

Other than periodic mowing and maintenance, no personnel will be onsite and no parking is required.

The construction process is estimated to take between four and six (4-6) months.

The solar panels will be located at their closest point approximately one hundred seventy-five feet (175') from Newark Road and approximately one hundred forty-seven feet (147') from the nearest neighboring property line. The solar panels shall not be closer than twenty-five feet (25') from the identified wetlands.

The Landscaping Plan calls for the planting of eighteen (18) Black Chokeberries, eighteen (18) Sea Green Junipers, twenty-nine (29) Spiraea, and thirty (30) Woodward Arborvitae. The shrubs would be thirty inches (30") at the time of planting and would grow between four and six feet (4'-6'). Several existing trees shall remain on the west side of the property.

A lawn seed mix will be planted under and around the solar panels. The growth would require mowing three (3) or four (4) times per year.

According to information provided to the County, the no mow is a blend of bunch-forming and creeping fescues derived from species that are native to the Northern Hemisphere. A combination of six (6) complementary varieties of fine fescues makes the no mow lawn seed mix a versatile and adaptable blend that is an excellent choice for a wide variety of planting situations and applications. The bunch grasses are exceptionally drought resistant, thrive in low nitrogen soils, and have moderate tolerance to heavy foot traffic. The creeping fescues spread gradually by underground rhizomes to help fill in between the bunch grasses to create a weed-resistant sod. The creeping fescues also help to fill in areas that may experience turf damage.

Some of the fine fescue grasses in the no mow lawn mix have been documented to possess allelopathic properties, in which the grasses produce compounds that prevent or retard the growth other plants and weeds. This "natural herbicide" makes the no mow particularly resistant to invasion by other herbaceous plants that often plague other types of turf.

- Hard Fescue (*Festuca brevipila*)
- Sheep Fescue (*Festuca ovina*)
- Chewings Fescue (*Festuca rubra* subs. *fallax*)
- Red Fescue (*Festuca rubra*)
- Creeping Red Fescue (*Festuca rubra* var. *rubra*)

The Kendall County Soil and Water Conservation District expressed no concerns regarding the ability of the proposed mix to handle erosion control provided that the property owner or operator conducted annual inspections.

Vegetation would be planted when the panels are in place.

The proposed solar panels shall be required to meet all applicable building codes.



The supports would be buried approximately twelve to thirteen feet (12'-13') in the ground depending on soil conditions. The supports would not be encased in concrete.

Electric lines will be buried inside the fence. There is a utility pole east of the access drive. The electric lines will go above ground at that point and connect to the Ameren system at the point on connection on the northeast corner of the site.

A fourteen foot (14') wide gravel access from Newark Road will be installed. The property already possesses a field access at this location. The access is across the street from the driveway of 16295 Newark Road.

Per the Site Plan, a seven foot (7') high chained link fence shall surround the solar panels. The fence shall have a sixteen foot (16') wide vehicle access gate on the east side and a four foot (4') wide man gate on the south side. The fence will be installed approximately one (1) week after construction starts.

A light will be installed for security reasons at the electrical equipment area.

Approximately eight (8) signs will be placed around the property along the fence and anywhere required by the NEC. A "Danger High Voltage" sign will be placed around the fence every two hundred feet (200'). A sign will also be placed on the vehicle gate entrance. There will be plaques stating emergency contact information and a site key.

No new odors are foreseen.

The solar panels have life expectancy of thirty (30) years. The anticipated decommissioning costs were provided. Decommission is estimated to take between two and three (2-3) months.

The EcoCat report was submitted and consultation was terminated.

The LESA score was 205 indicating a medium area of protection.

Big Grove Township reviewed the proposal and expressed no concerns.

The Village of Newark expressed the following concerns:

1. They would like the solar panels be set back further to the south.
2. They would like larger landscaping or fencing that better blocks the view of the solar panels from adjoining properties other than a chain link fence.
3. They had concerns regarding the safety of the environment if the solar panels break and their contents spill onto the ground.
4. They had concerns about glare if the tracking system malfunctions.
5. They would like assurances that the equipment is removed in a timely manner at the end of the project or when the lease is terminated.

The Newark Fire Protection District reviewed the proposal and expressed no concerns.

ZPAC reviewed this proposal on May 1, 2018. The representatives from the Petitioner requested that the operator be included on conditions 8, 11, and 13 because the operator will be responsible for decommissioning and insurance. The County Highway Department requested a fifteen foot (15') right-of-way dedication at the north side of the property along Newark Road to address an erosion issue. The existing right-of-way is seventy feet (70'). This request was added as condition 12 and the property owner agreed to this request.

The Kendall County Regional Planning Commission reviewed this proposal on May 23, 2018. Commissioners requested that a condition be added to the special use permit requiring damaged field tiles to be repaired and/or re-routed. The Petitioner's representatives were agreeable with this request. Tom Bromeland, Newark Road, expressed his opposition to the proposal. He was concerned about glare. He does not like the chain-link fence; he would like a buffer that blocked the views of the solar panels from his property. He would like the solar panels moved further south on the property. He expressed concerns about noise. He did not believe that anyone other than the property owner would benefit from this project. Commissioners requested that the Planning, Building and Zoning Committee examine requiring the planting of additional arborvitae and/or taller shrubs along the northern portion of the property near Newark Road. Discussion occurred regarding requiring a knox box. Commissioners decided against the knox box requirement. Commissioners voted five (5) in favor and two (2) opposed to the request. Commissioner Wormley voted no because he believed the proposal will negatively impact the property values of the subject property because nothing except farming can occur on the southern forty (40) acres. Chairman Ashton voted no because he thought the plans to farm on the sides of the project area were unrealistic and he echoed the concerns of Mr. Bromeland.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal June 4, 2018. Tom and Mary Bromeland, Newark Road, reiterated their opposition to the proposal and provided the Board with a letter outlining their opposition. Mr. Bromeland started a petition opposing the proposed special use permit. Mr. Bromeland expressed further frustration that he was not contacted by the Petitioner's representatives earlier in the application process. Joan Cardwell, Sleezer Road, noted that none of her neighbors were aware of this proposal. Mr. Asselmeier noted that the Petitioner notified neighbors within seven hundred fifty feet (750'). Ms. Cardwell's property was over three thousand feet (3,000') from the subject property. The notice of the hearing was published in the legal section on May 9<sup>th</sup>. The letters to neighbors were mailed on May 1<sup>st</sup> and neighbors received the letters between May 12<sup>th</sup> and May 18<sup>th</sup>. Cliff Fox, Village Administrator of Newark, stated the Village previously expressed their opinions on the project and sent their letter to the County. The Village is satisfied as whole; they would prefer that the panels be further south on the property. The suggestion was made that an economic protection condition be placed in the special use permit but the Board decided against this suggestion. The Board added a condition that the Petitioner or operator must pay for training for Newark Fire Protection personnel. The fee schedule was amended to correct the typographical error for systems that produced between 1001 and 2000 KW. The Board amended the first Finding of Fact to reflect that the morals and comfort of neighboring property owners would be negatively impacted by the proposal. The vote was three (3) members in favor and two (2) members opposed. Pursuant to State law, four (4) favorable votes are required to issue a positive recommend; the official recommendation is negative. Mr. Cherry voted no because he did not feel comfortable with the information provided. Vice-Chairwoman Clementi voted yes because she would live next door to solar panels and she would like to see tasteful prairie plantings. Mr. LeCuyer voted no because of the Bromeland's concerns. He

would like to see the neighbors work out their differences. Mr. Thompson voted yes because he thinks the proposal will benefit the community as whole. Mr. Whitfield voted yes because he believes that the restrictions and conditions address the concerns of neighboring property owners. He would live near a solar panel system.

Staff recommended approval of the proposed special use with the following restrictions and conditions:

1. The site will be developed in accordance with the Site Plan.
2. Lighting will be installed in accordance with the Site Plan.
3. The landscaping shall occur in accordance with the Landscaping Plan.
4. Replacement of dead and/or damaged vegetation shall occur on a timetable agreed to between the property owner and the Kendall County Planning, Building and Zoning Department.
5. Signage shall be installed as described in the Sheet Notes. In addition, at least one (1) sign shall be placed at the vehicle access gate stating emergency contact information.
6. The site shall be decommissioned in accordance with the Decommissioning Plan. In the event the Decommissioning Plan changes, the property owner shall supply the Kendall County Planning, Building and Zoning Department with revised plans as soon as they are available.
7. The Decommissioning Plan shall be initiated if the solar panels are not used for ninety (90) consecutive days. This condition shall not apply if maintenance on the impacted solar panel(s) is occurring.
8. The property owner or operator shall have six (6) months to complete the Decommissioning Plan and remove the solar panels and related equipment from the property (**Amended by ZPAC**).
9. In addition to other applicable fees, the following fees should be paid to the County prior to the installation of the solar panels:  
Building Permit Fees  
0-10 KW \$150  
51-100 \$300  
101-500 \$600  
501-1000 \$1200  
1001-1500 \$2750  
1501-2000 \$6000  
Over 2000 KW \$200 for Each Additional 0-100 KW  
Fees Double if Construction Commences before Obtaining Building Permit (**Typo Amended at ZBA**)
10. The property owner or operator shall maintain current liability policy covering bodily injury and property damage at least Three Million Dollars per occurrence and Five

Million Dollars in aggregate and must have policy for the duration of the special use permit, such insurance may be provided pursuant to a plan of self-insurance by a party with a net worth of Twenty Million Dollars or more and the County shall be named as additional insured to the extent that the County is entitled to indemnification.

11. The property owner or operator shall indemnify, and hold harmless the County and its officials, employees, and agents (collectively and individually, the “Indemnified Parties”) from and against any and all claims, demands, losses, suits, causes of actions, damages, injuries, costs, expenses, and liabilities whatsoever, including reasonable attorney’s fees, except to the extent arising in whole or part out of negligence or intentional acts of such Indemnified Parties (such liabilities together known as “liability”) arising out of Applicant, Owner, or Operators selection, construction, operation, and removal of the solar energy system and affiliated equipment including, without limitation, liability for property damage or personal injury (including death), whether said liability is premised on contract or on tort (including without limitation strict liability or negligence). This general indemnification shall not be construed as limited or qualifying the County’s other indemnification rights available under the law **(Amended by ZPAC)**.
12. Within sixty (60) days of the approval of this special use permit ordinance, the owner shall dedicate a fifteen foot (15’) wide strip along the northern portion of the property in accordance with the Site Plan (See Attachment 7, Pages 2-4) to Kendall County to be used as Newark Road right-of-way **(Added by ZPAC)**.
13. The property owner or operator shall be responsible for ensuring that the operations of the solar panels allowed by this special use permit comply with all applicable Federal, State, and Local laws **(Amended by ZPAC)**.
14. Damaged or non-functioning solar panels shall be replaced or repaired on a timetable agreed to between the property owner and the Kendall County Planning, Building and Zoning Department **(Added after Village of Newark meeting)**.
15. The property owner or operator shall repair and if necessary re-route any drain tile damaged as a result of the installation, decommissioning, maintenance, or operation of the solar panels and related supporting infrastructure on a timeline approved by the Kendall County Planning, Building and Zoning Department. **(Added at KCRPC)**.
16. If requested by the Newark Fire Protection District, the owner and/or operator shall provide at their sole expense training to address any fire related or public health issues caused by the issuance of this special use permit **(Added at ZBA)**.
17. Failure to comply with above conditions or restrictions could result in the amendment or revocation of the special use permit.
18. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid **(Added after ZPAC)**.

Member Gryder asked why the County was entitled to indemnification. This requirement was in the DeKalb County ordinance. The requirement could be necessary if the County is responsible for cleaning up the property.

Justin Hardt, on behalf of Borrego, and Margaret Blum on behalf of GreenbergFarrow, summarized the proposal and Borrego. Ameren is agreeable to this project. The electricity will be placed in the grid and could be used in Ameren's territory. Customers would have to subscribe to a provider that offers solar energy. The wind shear is approximately one hundred thirty miles per hour (130 MPH). There will be one (1) motion sensor light at the transformer.

Chairman Davidson said that a restriction should be added regarding lighting crossing property lines. Chairman Davidson also suggested Arborvitaes along the northern property line that grow twenty feet (20') in height. Concerns about shading were expressed. Also, the trees would have to be removed per the lease agreement at the end of the lease term. Field tile could be impacted by the planting of trees. Member Kellogg suggested a mixture of trees.

Discussion occurred regarding water detention; Greg Chismark was satisfied with the proposal.

Discussion occurred regarding off-sight debris removal. Borrego has necessary insurance.

Discussion occurred regarding establishing a bond for removing the system. Borrego is contractually obligated to remove the system. The panels are warranted for twenty (20) years.

Member Kellogg asked how the County would know if the solar panels become inoperable. The consensus of the Committee was to add a restriction that the solar panel operator and/or owner provide an annual report of the energy production of the solar panels.

Committee members will send their comments and questions to Mr. Asselmeier and he will communicate those concerns to the Petitioner. The stated points of concern were lighting, landscaping, insurance, yearly report of operating data, and training for the Newark Fire Protection District (i.e. how frequently should this training occur).

Motion by Member Gryder, seconded by Member Gilmour, to continue this petition to the July 9, 2018, Planning, Building and Zoning Committee meeting.

Yeas (5): Cullick, Davidson, Gilmour, Gryder, and Kellogg

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried. This matter will return to the Committee on July 9<sup>th</sup>.

## **NEW BUSINESS**

None

## **OLD BUSINESS**

### **Approval of Amendments to Petition 17-28 Pertaining to Outdoor Target Practice and Shooting Zoning Regulations**

At the May meeting, the Committee requested David Lombardo attend this meeting to discuss the difference between “safety area” and “downrange safety area”.

Mr. Lombardo stated that he did not know where “safety area” and “downrange safety area” originated because these terms were not contained in the NRA Handbook. Mr. Lombardo provided information of berm and backstop height. The size of the safety area would be determined by the types of firearms discharged.

Motion by Member Gryder, seconded by Member Kellogg, to send the proposal as presented back to the Planning Commission.

Yeas (5): Cullick, Davidson, Gilmour, Gryder, and Kellogg  
Nays (0): None  
Abstain (0): None  
Absent (0): None

The motion carried. This matter will go to the Planning Commission on June 27<sup>th</sup>.

### **Authorize State’s Attorney to Initiate Litigation Against Mark Antos and Any Other Owners for the Removal of the Culvert Crossing of Aux Sable Creek near 13360 McKanna Road, Minooka, Illinois-Committee Could Also Refer the Matter to the Illinois Department of Natural Resources or Grant Mark Antos Additional Time to Complete the Removal**

Mr. Asselmeier summarized the issue and read Mr. Antos’ email to Brian Holdiman. The Committee previously allowed Mr. Antos to set the completion date of the project.

Mr. Findlay noted that this issue has been going on for twenty (20) years.

Motion by Member Kellogg, seconded by Member Gryder, to authorize the State’s Attorney to initiate litigation against Mark Antos and any other owners for the removal of the culvert crossing of Aux Sable Creek near 13360 McKanna Road, Minooka, Illinois.

Yeas (5): Cullick, Davidson, Gilmour, Gryder, and Kellogg  
Nays (0): None  
Abstain (0): None  
Absent (0): None

The motion carried. This matter will go to the Committee of the Whole on June 14<sup>th</sup>.

Staff will contact the Corps of Engineers regarding the low water crossing blocking the stream.

### **Request from the Kendall County Regional Planning Commission to Amend Petition 18-07 Pertaining to Establishing Procedures for Renewing Special Use Permits**

Mr. Asselmeier summarized the request.

Based on the comments received at the May Planning, Building and Zoning Committee meeting, Staff revised the proposal for renewing, amending, and revoking special use permits.

In the proposal, Staff removed the distinction between special use permit holders in violation of the conditions of their special use permit and special use permit holders not in violation of the conditions of their special use permit. Any special use permit requiring renewal would be required to follow the same procedure of renewal, amendment, or revocation. In the proposal, the County Board could initiate amendments to or revocations of special use permits requiring renewal by majority vote of the County Board and for any reason.

For clarification purposes, Staff also proposed changes to Section 13.08.F to address revocation of special use permits that do not have renewal or review procedures stated in their adoption ordinance. Staff proposed removing the establishment and use time requirements currently in the ordinance and allowed the County Board to revoke a special use permit by a majority vote of the County Board for any reason.

Also for clarification purposes, Staff proposed changes to Section 13.08.M to address amendments to special use permits that do not have renewal or review procedures stated in their adoption ordinance. Under the proposal, the County Board could initiate amendments by a majority vote for any reason. The amendment procedure followed the same procedure as amendments to special use permits that possess renewal or review provisions.

The State's Attorney's Office reviewed the question of whether or not the County Board can amend special use permits after adoption.

The Kendall County Regional Planning Commission reviewed previous versions of this proposal. They believed that amendments and revocations should only occur after a special use permit holder has been found guilty in court and by super-majority votes of the County Board. They expressed concerns about the investments that special use permit holders made in their property and business that could be lost if a special use permit was revoked.

The proposal could cause people not to apply for special use permits for fear of revocation decades in the future. Restrictions cannot be placed on rezoning requests.

Motion by Member Gryder, seconded by Member Kellogg, to forward the amended petition back to the Kendall County Regional Planning Commission with the changes proposed by Staff.

Yeas (5): Cullick, Davidson, Gilmour, Gryder, and Kellogg  
Nays (0): None  
Abstain (0): None  
Absent (0): None

The motion carried. This matter will go to the Regional Planning Commission on June 27<sup>th</sup>.

*Update on 45 Cheyenne Court-Committee Could Approve Forwarding Violation to Either State's Attorney's Office or Hearing Officer*

Mr. Asselmeier provided updated information on 45 Cheyenne Court. He noted that Mr. Holdiman provided the property owner with the incorrect date for the May meeting.

Greg Stromberg, owner, provided an update on his activities and plans to side his house. He

hopes to have the project completed in two to three (2-3) months. Mr. Stromberg volunteered to provide the Committee updates on his project. The Committee requested Mr. Stromberg to give pictures to Mr. Asselmeier to update the Committee in the next few months.

Update on Petition 18-04-Request from the Kendall County Regional Planning Commission to Amend the Future Land Use Map Pertaining to Properties Adjacent to Route 47 in Lisbon Township

Mr. Asselmeier stated that the Kendall County Regional Planning Commission will hold a public hearing on this proposal on June 27<sup>th</sup> at 7:00 p.m.

Update on Filling Part-Time Office Assistant (Zoning) Position

Mr. Asselmeier reported that seventy-one (71) people completed applications for the position.

**REVIEW VIOLATION REPORT**

The Committee reviewed the Violation Report.

**REVIEW NON-VIOLATION REPORT**

The Committee reviewed the Non-Violation Report.

**UPDATE FOR HISTORIC PRESERVATION COMMISSION**

Comments on Millbrook Bridge Project

Mr. Asselmeier noted that the Commission received a request for comments on the Millbrook Bridge Project. The Commission requested and the Corps of Engineers agreed to a sixty (60) day extension to submit comments on the proposal. Member Gryder requested that the report from the Corps of Engineers be forwarded to the Committee. Mr. Asselmeier will forward the report as requested.

Booth at PrairieFest in Oswego on June 16<sup>th</sup>

The Commission will have a booth at PrairieFest in Oswego on June 16<sup>th</sup>.

**REVIEW PERMIT REPORT**

The Committee reviewed the permit report.

**REVIEW REVENUE REPORT**

The Committee reviewed the revenue report. Revenue is up compared to the same period in the previous fiscal year.

**CORRESPONDENCE**

Correspondence Related to 21 Dawn Avenue

Mr. Asselmeier read the correspondence. Member Gryder commended Brian Holdiman for his correspondence related to this matter.

ONTO 2050 CMAP Public Comment Event-June 26, 2018

Mr. Asselmeier read the flyer.

**PUBLIC COMMENT**

Mr. Asselmeier stated that the United City of Yorkville will have an open house for their Downtown Overlay District on June 22<sup>nd</sup>, from 5:00 p.m. until 7:00 p.m., at 217 N. Bridge Street.



Tom, Mary, and Andrew Bromeland discussed Borrego's rating with the Better Business Bureau and questioned local benefits of this project.

Justin Hardt requested the Bromeland's to contact them.

#### **COMMENTS FROM THE PRESS**

None

#### **EXECUTIVE SESSION**

None

#### **ADJOURNMENT**

Member Kellogg motioned to adjourn, seconded by Member Gryder. With a voice vote of five (5) ayes, Chairman Davidson adjourned the meeting at 9:22 p.m.

Minutes prepared by Matthew H. Asselmeier, AICP, Senior Planner

Encs.

**COUNTY OF KENDALL, ILLINOIS**  
**Law, Justice and Legislation Committee**  
**Monday, June 11, 2018**  
**Meeting Minutes**

**Call to Order and Pledge Allegiance** - Chair Matthew Prochaska called the meeting to order at 3:16 p.m. and led the Pledge of Allegiance.

**Roll Call**: Member Prochaska, Member Hendrix, Member Purcell, Member Giles and Member Gilmour were present. **With five members present voting aye, a quorum was determined to conduct business.**

**Others Present**: Sheriff Dwight Baird, Chief Deputy Mike Peters, Circuit Clerk Robyn Ingemunson, Coroner Jacquie Purcell, Chief Deputy Coroner Levi Gotte, Presiding Judge Tim McCann, Judge Robert Pilmer, Trial Court Administrator Lizette Ulloa, Facilities Director Jim Smiley, State's Attorney Eric Weis, EMA Director Joe Gillespie

**Approval of the Agenda** –Member Hendrix made a motion to approve the agenda, second by Member Giles. **With five members present voting aye, the motion carried.**

**Approval of Minutes** – Member Hendrix made a motion to approve the May 14, 2018 meeting minutes, second by Member Giles. **With five members present voting aye, the motion carried.**

**Public Comment** – None

**Status Reports**

**Coroner** –Coroner Purcell reviewed the monthly report with the committee. She stated that there had been 29 deaths in May, up 6 from May 2017.

**Circuit Clerk** – Ms. Ingemunson reported that 449 filings more than last year. She continued that the e-file system came online end of April.

**Courthouse** – Judge McCann stated the Victim Impact Fund, which convicted DUI offenders pay a fee into, is traditionally collected by Court Services and used to pay for speakers for DUI classes. Due to difficulties with accessing that account, the Kendall County Treasurer will now collect and disburse those funds. There will be a creation of a new revenue and expense line items in the budget accordingly. Judge McCann also introduce Lizette Ulloa, the new Trial Court Administrator.

**Court Services** – No report

**EMA** – Director Gillespie stated they aided several agencies in searches in the past month. They also continued their Sire, STARCOM and WSPY EAS testing.

**KenCom** – No report

**Public Defender** – Written report provided. Ms. Chuffo stated that there was a public defender, Lindsey Lichinski, started. She had worked at Kane County previously.

**State's Attorney** – Mr. Weis reported stated the SAO received a grant for the Drug Court program for redeployment. In addition, an ASA with the program can charge 1/10<sup>th</sup> the salary to the grant.

### **Sheriff's Report**

- a. Operations Division – Written report provided. Chief Deputy Peters stated that there was a report from a douser that there were bodies of missing persons in Newark. In the interest of following leads, the Sheriff's Department investigated and found the information unfounded.
- b. Corrections Division – Written report provided. Sheriff Baird stated that inmates from DeKalb and Cook counties are down, but federal inmates are up.
- c. Records Division – Written report provided. Member Hendrix asked about the increase in incidents. Sheriff Baird stated that FOIAs have been on rise as they have been every year.

### **Old Business** - None

### **New Business**

- ❖ *Approval of Resolution Opposing the Creation of a Vehicle Mileage Tax*  
Chair Prochaska stated that CMAP and the Illinois General Assembly was looking at levying a vehicle mileage tax. The resolution was to oppose it. Member Gilmour made the motion. Member Hendrix seconded. **With five members present voting aye, the motion carried.**
- ❖ *Approval of Resolution Opposing HB 4595 – Creation of an Illinois Employers Mutual Insurance Company*  
Chair Prochaska stated that it would create a State sponsored corporation to compete with private companies with a start up loan of \$10 million. Member Gilmour made the motion. Member Purcell seconded. **With four members present voting aye and one voting nay (Member Hendrix), the motion carried.**
- ❖ *Approval of Resolution Setting the Number of Assistant State's Attorneys*  
Mr. Weis stated that when cases cross county lines, the lead State's Attorney will try the case in both their county and as a Special ASA in another county. Since the County Board authorizes a certain number of ASAs a year, Mr. Weis did not want the possibility of technicality interfering with a case if a Special ASA tried it, putting it over the established limit. This resolution would allow for five Special ASAs at a time if needed. This would not cost the County any money.

Member Hendrix made the motion to approve, member Giles seconded. **With five members present voting aye, the motion carried.**

### **Legislative Update**

Chair Prochaska updated the Committee on SB2313 which would allow the County to keep the funds from animal pet population fees that were previously sent to Springfield.

Chair Prochaska updated the Committee on SB3503 stated that after June 1, 2019 that every circuit court room must have a lactation room. The Courts already are working on being compliant.

Chair Prochaska stated that next year the Illinois General Assembly will be collecting 5% from the Local Government Distributive Fund rather than 10%, and 1.25% fee for Sales Tax collection instead of 2%.

**Public Comment** - None

**Item for June 19, 2018 County Board meeting agenda**

1. *Approval of Resolution Opposing the Creation of a Vehicle Mileage Tax*
2. *Approval of Resolution Opposing HB 4595 – Creation of an Illinois Employers Mutual Insurance Company*
3. *Approval of Resolution Setting the Number of Assistant State's Attorneys*

**Adjournment** – Member Hendrix made a motion to adjourn the meeting, second by Member Giles.  
**With all in agreement, the meeting adjourned at 3:55p.m.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant and Recording Secretary

**County of Kendall**  
**Resolution 18 – \_\_\_\_\_**

**RESOLUTION OPPOSING THE CREATION OF A VEHICLE MILEAGE TAX**

**WHEREAS**, A proposed new tax on miles traveled on public, non-tolled Illinois roads using GPS tracking technology and/or self-reporting has been proposed in the Illinois General Assembly and the Chicago Metropolitan Agency for Planning; and

**WHEREAS**, Road-use charges (RUCs), also known as mileage-based user fees (MBUFs) or vehicle miles traveled (VMT) fees, would impose a new financial burden, raise privacy concerns for Illinois residents, and make our state even less competitive; and

**WHEREAS**, such proposals would offer Illinois drivers a variety of bad options; and

**WHEREAS**, one plan, which would impose a fee of 1.5¢ per mile driven, would report miles traveled on public, non-tolled Illinois roads; it would use GPS tracking technology in a smartphone app or a tracking device similar to the I-Pass (or EZ-Pass) and would monitor the location of each driver to calculate how many miles were driven in Illinois each month; and

**WHEREAS**, another plan would impose a fee of 1.5¢ per mile driven, based on monthly odometer readings instead of GPS tracking technology; and

**WHEREAS**, an additional plan would be a flat rate plan of an annual fee of \$450; and

**WHEREAS**, each of these plans would impose undue hardship and disproportionately impact suburban and rural Illinoisans who must drive longer distances for work and school; and

**WHEREAS**, a GPS monitoring plan would create privacy concerns for all Illinoisans and expose personal and confidential information to the possibility of a data breach;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITIZENS OF THE COUNTY OF KENDALL AS REPRESENTED BY THE KENDALL COUNTY BOARD**, that we fully support our hardworking citizens and oppose all efforts, on the State or local level, to impose a new tax on miles traveled; and

**BE IT FURTHER RESOLVED**; That we state our firm opposition to any new tax on miles traveled; and

**BE IT FURTHER RESOLVED**; that the County Board directs the County Administrator to transmit suitable copies of this Resolution to the Governor of the State of Illinois, Speaker and Minority Leader of the Illinois State House of Representatives, to the President and Minority Leader of the Illinois State Senate, to all members of the General Assembly representing any portion of Kendall County; and to the Executive Directors of Illinois State Association of Counties, United Counties Council of Illinois, and the Illinois Association of County Board Members and Commissioners; and to the Executive Director of the Chicago Metropolitan Agency for Planning.

PRESENTED and ADOPTED by the County Board, this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Approved:

Attest:

\_\_\_\_\_  
Scott R. Gryder, County Board Chairman

\_\_\_\_\_  
Debbie Gillette, County Clerk and Recorder

County of Kendall  
Resolution 18 – \_\_\_\_\_

**RESOLUTION DECLARING OPPOSITION OF HB 4595 – CREATION OF AN ILLINOIS  
EMPLOYERS MUTUAL INSURANCE COMPANY**

**WHEREAS**, HB 4595 amends the Illinois Insurance Code (Code), in the provision concerning the Illinois Workers' Compensation Commission Operations Fund surcharge, providing that after the effective date of the amendatory Act, the Director of Insurance shall make a loan of \$10,000,000 to the Illinois Employers Mutual Insurance Company (the Company) from the Illinois Workers' Compensation Commission Operations Fund for the start-up funding and initial capitalization of the Company; and

**WHEREAS**, it creates the Illinois Employers Mutual Insurance Company Article in the Code and establishes the Company as a nonprofit, independent public corporation; and

**WHEREAS**, it provides that the Company (1) shall be operated as a domestic mutual insurance company, subject to all applicable provisions of the Code, (2) shall issue insurance for workers' compensation and occupational disease and shall not provide any other type of insurance, (3) shall not be considered a State agency or instrumentality of the State for any purpose, and (4) shall not receive any State appropriations or funds, except for an initial loan or loans; and

**WHEREAS**, Kendall County firmly believes in the free market and that the state government should not be involved in the creation of corporations; and

**NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD**, that the County of Kendall asks the Illinois General Assembly to not pass HB 4595; and

**BE IT FURTHER RESOLVED**; that the County Board directs the County Administrator to transmit suitable copies of this Resolution to the Governor of the State of Illinois, Speaker and Minority Leader of the Illinois State House of Representatives, to the President and Minority Leader of the Illinois State Senate, to all members of the General Assembly representing any portion of Kendall County, and to the Executive Directors of Illinois State Association of Counties, United Counties Council of Illinois, and the Illinois Association of County Board Members and Commissioners.

PRESENTED and ADOPTED by the County Board, this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Approved:

Attest:

\_\_\_\_\_  
Scott R. Gryder, County Board Chairman

\_\_\_\_\_  
Debbie Gillette, County Clerk and Recorder

**COUNTY OF KENDALL, ILLINOIS**

**RESOLUTION 2018-\_\_**  
**RESOLUTION SETTING THE**  
**NUMBER OF ASSISTANT STATE'S ATTORNEYS**

WHEREAS, 55 ILCS 5/4-2003 provides that the number of Assistant State's Attorneys are determined by the County Board, and the salaries of such assistants shall be fixed by the State's Attorney subject to budgetary limitations established by the County Board;

NOW, THEREFORE, BE IT RESOLVED by the Kendall County Board that, pursuant to 55 ILCS 5/4-2003, the Kendall County State's Attorney may continue to maintain its existing number of Assistant State's Attorneys, which is a maximum of eleven (11) full-time Assistant State's Attorneys and one (1) part-time Assistant State's Attorney paid at salaries fixed by the State's Attorney subject to the budgetary limitations established by this County Board; and

BE IT FURTHER RESOLVED by the Kendall County Board that, pursuant to 55 ILCS 5/4-2003, the Kendall County State's Attorney may continue to maintain up to five (5) additional Special Assistant State's Attorneys as needed whose salaries shall be fixed by the State's Attorney subject to budgetary limitations established by the Kendall County Board.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Approved and adopted by the County Board of Kendall County, Illinois, this 19<sup>th</sup> day of June, 2018.

Kendall County Board  
Chairman Signature:

Attest:

---

Scott Gryder, Chairman  
Kendall County Board

---

Debbie Gillette  
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS**  
**ADMINISTRATION HUMAN RESOURCES COMMITTEE**  
**Meeting Minutes**  
**Monday, June 4, 2018**

**CALL TO ORDER** - Committee Chair Lynn Cullick called the meeting to order at 5:47p.m.

**ROLL CALL**

<b>Board Member</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Judy Gilmour	here		
Matthew Prochaska	here		
Lynn Cullick	here		
Elizabeth Flowers	ABSENT		
John Purcell		5:54p.m.	

**With four members present a quorum was established to conduct committee business.**

Staff Present: Latreese Caldwell

**APPROVAL OF AGENDA**

Motion: Member Gilmour  
Second: Member Prochaska  
RESULT: **The agenda was approved by a 3-0 Voice Vote**

**APPROVAL OF MINUTES – May 7, 2018**

Motion: Member Gilmour  
Second: Member Prochaska  
RESULT: **Approved with a 3-0 Voice Vote**

**DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS – No reports**

**COMMITTEE BUSINESS**

- *Approval of Kendall County 2018 Prevailing Wage Ordinance* – Motion by Member Prochaska, second by Member Gilmour to forward the item to the Board for approval.  
**With three members present voting aye, the motion carried.**
- *Discussion and Recommendation of Horton Group Fee Agreement, Compensation and Term* – Committee Chair Cullick led the group in the review of the proposed Fee Agreement, Compensation & Term Contract for the Horton Group. The committee had questions about the services offered, clarification of the additional fees for adding ancillary programs if desired by the County, contract termination verbiage, the term start date, the brokers availability and willingness to participate in union negotiations and education on



the various plans and programs available to County employees, as needed, and clarification of compliance oversight for the FSA, H.S. A. and section 125 programs, as well as program involvement for retirees, such as COBRA.

Member Gilmour asked that both the Horton Group and CBIZ be invited back to a Special COW Admin HR committee meeting to provide answers to the questions above, as well as provide additional information. **There was consensus by the four members in attendance to invite Horton and CBIZ to attend a Special COW Admin HR meeting on June 20, 2018 at 5:30p.m.**

#### **ACTION ITEMS FOR June 19, 2018 COUNTY BOARD AGENDA**

- *Approval of Kendall County 2018 Prevailing Wage Ordinance*

**ITEMS FOR THE June 14, 2018 COMMITTEE OF THE WHOLE** – None

**PUBLIC COMMENT** – None

**EXECUTIVE SESSION** – Not needed

#### **MEETING ADJOURNMENT**

Motion: Member Gilmour Second: Member Prochaska RESULT: <b>Approved with a Unanimous Voice Vote of 4-0</b>
--

This meeting was adjourned at 7:01p.m.

Respectfully Submitted,

Valarie McClain  
Administrative Assistant and Recording Secretary

**COUNTY OF KENDALL, ILLINOIS**  
**SPECIAL COMMITTEE OF THE WHOLE/ADMIN HR MEETING**  
**Tuesday, June 12, 2018**

**CALL TO ORDER** - The meeting was called to order by County Board Chair Scott Gryder at 5:15p.m.

**ROLL CALL**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Scott Gryder	present		
Lynn Cullick	here		
Bob Davidson	yes		
Elizabeth Flowers	<b>ABSENT</b>		
Tony Giles	<b>ABSENT</b>		
Judy Gilmour	here		
Audra Hendrix	here		7:50p.m.
Matt Kellogg	yes		7:02p.m.
Matthew Prochaska	here		
John Purcell		5:20p.m.	

**APPROVAL OF AGENDA** – Motion made by Member Cullick, second by Member Prochaska to approve the agenda. **With seven members voting aye, the agenda was approved.**

**COMMITTEE BUSINESS**

*Property & Casualty Insurance Broker Presentations* – Members from Wine Sergi, Alliant/Mesirow, CBIZ and Connor & Gallagher Brokerage groups provided information on their management teams, services, terms, and fees/commission to the committee, with brief question and answer periods following each individual presentation.

The committee reviewed each presentation, the qualifications desired for the brokerage group, broker experiences, client base, relationships with Illinois Counties Risk Management Trust, IPMG, and Illinois service providers.

**PUBLIC COMMENT** – None

**QUESTIONS FROM THE MEDIA** – None

**EXECUTIVE SESSION** – Not needed

**ADJOURNMENT** - Member Davidson made a motion to adjourn the meeting, second by Member Cullick. **With six members voting aye, the meeting was adjourned at 7:57p.m.**

Respectfully Submitted,  
Valarie McClain  
Administrative Assistant and Recording Secretary

**ORDINANCE NUMBER \_\_\_\_\_**

**KENDALL COUNTY  
PREVAILING WAGE ORDINANCE**

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

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

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

**SECTION 1**

To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works" approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the County of Kendall, Illinois is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Kendall County area as most recently determined and published by the Department of Labor of the State of Illinois as of September 1, 2017, as amended, a copy of the determined prevailing wage being attached hereto as Exhibit "A" and incorporated herein by reference. The County Board may consider and approve subsequent updates to the prevailing wage determined and published by the Department of Labor prior to June 2019. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

**SECTION 2**

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

**SECTION 3**

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

**SECTION 4**

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

## SECTION 5

The Kendall County Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois, no later than July 15.

## SECTION 6

The Kendall County Clerk shall publish a notice, within 30 days after filing with the Department of Labor, in a newspaper of general circulation within the area that the determination of prevailing wages. Said notice shall conform substantially to the Exhibit A attached hereto. Alternatively, pursuant to 820 ILCS 130/9, the Kendall County Clerk may satisfy this newspaper publication requirement by posting on Kendall County's website a notice of this determination with a hyperlink to the prevailing wage schedule for Kendall County that is published on the official website of the Illinois Department of Labor. Such publication shall constitute notice that this is the determination of the Kendall County Board and is effective.

PASSES this 19th day of June, 2018.

By: \_\_\_\_\_  
Scott R. Gryder, County Board Chairman

Attest: \_\_\_\_\_  
Debbie Gillette, County Clerk and Recorder



## Exhibit A

**Prevailing Wage rates for  
Kendall County effective  
Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore- man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	13.77	13.20	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
CEMENT MASON	ALL	ALL		44.84	46.84	2	1.5	2	10.00	21.01	0.00	0.50
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	ALL	BLD		40.15	42.55	1.5	1.5	2	11.51	11.24	0.00	1.41
ELECTRIC PWR EQMT OP	ALL	ALL		37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	ALL	BLD		47.72	51.97	1.5	1.5	2	14.81	13.36	0.00	1.67
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		45.56	49.20	2	2	2	11.02	21.51	0.00	0.70
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		45.61	49.25	2	2	2	11.52	22.65	0.00	0.81
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	13.77	13.20	0.00	0.50
LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00

## Exhibit A

MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	13.77	13.20	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	13.77	13.20	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT		38.00	38.00	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		45.56	49.20	2	2	2	11.02	21.51	0.00	0.70
PAINTER	ALL	ALL		44.18	46.18	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55



Exhibit A

STEEL ERECTOR	ALL	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.48	49.48	1.5	1.5	2	10.65	13.88	0.00	0.86
TRUCK DRIVER	ALL	ALL	1	37.91	38.46	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	38.06	38.46	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	38.26	38.46	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	38.46	38.46	1.5	1.5	2	8.10	7.97	0.00	0.15
TUCKPOINTER	ALL	BLD		45.42	46.42	1.5	1.5	2	8.32	15.42	0.00	0.80

**Legend**

**M-F OT** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OSA** Overtime pay required for every hour worked on Saturdays

**OSH** Overtime pay required for every hour worked on Sundays and Holidays

**H/W** Health/Welfare benefit

**Explanations KENDALL COUNTY**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

**EXPLANATION OF CLASSES**

**ASBESTOS - GENERAL** - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

**ASBESTOS - MECHANICAL** - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain. **CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.



**MATERIAL TESTER I:** Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

**MATERIAL TESTER II:** Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

**OPERATING ENGINEER - BUILDING**

**Class 1.** Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

**Class 2.** Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

**Class 3.** Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

**Class 4.** Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

**Class 5.** Assistant Craft Foreman.

**Class 6.** Gradall.

**Class 7.** Mechanics; Welder.

## OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

## HIGHWAY COMMITTEE MINUTES

**DATE:** June 12, 2018  
**LOCATION:** Kendall County Board Room  
**MEMBERS PRESENT:** Matt Kellogg, Scott Gryder, Judy Gilmour, Lynn Cullick and Bob Davidson  
**STAFF PRESENT:** Fran Klaas  
**ALSO PRESENT:** PJ Fitzpatrick and Kelly Farley

The committee meeting convened at 4:10 P.M. with roll call of committee members. All present. Quorum established.

Motion Cullick; second Gryder to approve the agenda as presented. Motion approved unanimously.

Motion Gryder; second Gilmour to approve the Highway Committee meeting minutes from April 10, 2018. Motion approved unanimously.

Bid opening was held on June 8, 2018 for several County and Township road construction projects. Bid results were presented to the Committee. Motion Cullick; second Gilmour to recommend approval of a resolution awarding contracts to the lowest responsible bidder for four County projects. D Construction, Inc. was the low bidder on all projects. Average low bids for the projects were about 24% below engineer's estimates. Cullick questioned the work on Cannonball Trail. Klaas indicated that work on Cannonball would not begin until the Galena Road Bridge was completed and Cannonball Trail was no longer being used as a detour. Gilmour asked about the limits of the project; which extend from the BNSF Railroad north to Galena Road. Gryder confirmed that the Brisbin Road project was the same one that the County Board had earlier approved an IGA with Plattville and Seward Road District. Motion to recommend approval of the awarding resolution to the County Board carried unanimously.

Intergovernmental Agreement between Kendall County, Fox Road District, and Village of Millbrook was presented to the committee. Motion Gryder; second Cullick to recommend approval of the IGA to the County Board. This IGA governs the paving of parts of Whitfield Road between the Fox River and Millhurst Road. Motion carried unanimously.

PJ Fitzpatrick provided an update on the Collins Road project. WBK Engineering is reconciling all Phase I comments with IDOT and FHWA, and they expect to have Phase I approval on August 7, 2018. Davidson asked about proposal to include roundabouts in the project. P.J. confirmed that there are two proposed roundabouts; one at Grove and Collins, the other at Minkler and Collins. He also indicated that our proposed roundabouts are bigger than most of the others in the area.

Klaas discussed the schedule for the Millington Road Bridge Repair. Contractor is having difficulty getting structural steel for the temporary supports. Additionally, high water is keeping them from moving forward. Appears now that the earliest opening for the bridge will be Thanksgiving.

Kellogg reported that representatives of Highway Committee had met with Cemcon to discuss the corridor for the WIKADUKE Trail. A meeting is now being scheduled between Kendall County and Village of Oswego to try to determine a final course of action. Davidson asked about jurisdiction for the Trail, and whether the County would be taking this over as a County Highway, considering that it is County jurisdiction all the way from I-80 to the south. Gryder stated that this is an issue that needs to be determined, and the timing is right to make some of these decisions that have eluded us so far. Committee discussed some ideas for alignment and jurisdiction, and also discussed the new intersection being built at Heggs and U.S. Route 30.

Klaas updated the committee on progress being made on the Eldamain Road project between River Road and U.S. Route 34. Rob Roy Creek Bridge is being used by the contractor. Concrete pavement will be placed at the River Road intersection very soon. It is possible the road will be open to the public by the end of the year.

Motion Cullick; second Gryder to forward Highway Department bills for the month of June in the amount of \$525,381.00 to the Finance Committee for approval. Motion approved unanimously.

Motion Davidson; second Gryder to adjourn the meeting at 4:31 P.M. Motion carried unanimously.

Respectfully submitted,



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

### **Action Items**

1. Resolution awarding contracts to D Construction, Inc. for the following projects:
  - Grove Road from Sherrill Road to U.S. Route 52 in the amount of \$4,281,192.66
  - Cannonball Trail from BNSF Railroad to Galena Road in the amount of \$111,365.07
  - Brisbin Road from U.S. Route 52 to Chicago Road in the amount of \$166,425.25
  - Whitfield Road from Rogers Road to Millhurst Road in the amount of \$78,767.00
2. Intergovernmental Agreement between Kendall County, Fox Township Road District, and the Village of Millbrook relating to the asphalt resurfacing of portions of Whitfield Road

**COUNTY OF KENDALL, ILLINOIS  
FACILITIES MANAGEMENT COMMITTEE  
MEETING MINUTES  
MONDAY May 14, 2018**

Committee Chair Bob Davidson called the meeting to order at 4:30 p.m.

**Roll Call:** Members Present: Bob Davidson, Matt Kellogg, Audra Hendrix, Judy Gilmour  
Members Absent: Tony Giles  
Member Gilmour left at 5:28 pm

**With enough members present, a quorum was formed to conduct business.**

Others Present: Facilities Management Director Jim Smiley, County Administrator Scott Koppel, Matthew Prochaska.

**Approve the April 2, 2018 Facilities Committee Meeting Minutes** – there were no changes to the April 2, 2018 minutes; Member Gilmour made a motion to approve the minutes, second by Member Kellogg. **With enough present members voting aye, the minutes were approved.**

Motion by Member Hendrix to approve the agenda second by Member Kellogg. **With all present members voting aye, the agenda was approved.**

**Public Comment** – None

**Old Business/Projects**

1. *Healy Bender, 111 W. Fox St. Part I Analysis* – Director Smiley informed the Committee Healy Bender and their security consultant has finished all interviews on April 19, 2018 and are in the process of compiling the final report. The Committee requested the results be presented at the next Facilities Committee meeting.
2. *Bailiff's Office Construction* – Mr. Smiley stated that the project is almost complete. The window sills should be in this week. Mr. Smiley did call the carpet company to schedule installation however Jim has not received the required background screens. Jim anticipates the project to be completed within the next couple weeks.

**New Business/Projects**

1. *Chairman's Report*
  - a. *Solar Project Update* – Chairman Davidson informed the Committee the City is still reviewing the Special Use Permit Application. County Board Chairman Gryder has also talked with the Mayor about the project.
  - b. *Rt. 34 Campus Detention Area* – Chairman Davidson stated to the Committee that the County should look into removing water from the Detention Pond Area next to the Health and Human Service building. The committee members discussed this; Member Gilmour is Chair of the Health and Environment Committee and will bring this up at their next meeting. Member Gilmour will report back to Facilities at the June meeting on this issue.
  - c. *Filming Request from Historic Courthouse Widow Walk* – Mr. Smiley stated that Doug Nelson requested to film on the Widows Peak of the Historic Courthouse. The Committee stated to have Jim contact Mr. Nelson to investigate the possibility of using a drone. If a drone will be used a COI will still need to be submitted. Member Hendrix mentioned the drone would need FAA approval. The Committee also stated that language for drone use will need to be added to the proposed filming policy.

- d. *Housing Authority Lease Extension Request* – Mr. Smiley stated that a letter was received by the Housing Authority to approve the lease extension. The Committee will discuss the lease approval at the next Facilities meeting on June 4, 2018 along with the possibility adding additional space.
  - e. *Housing Authority Request for Additional Space* – Lisa Howe, Compliance Manager from DuPage Housing Authority spoke to the Committee requesting additional space. Ms. Howe explained to the Committee that the Housing Authority currently services 370 clients and detailed the current set-up of the space. Ms. Howe mentioned there is an empty office next to their current office that would work for their needs. The Committee directed Mr. Smiley to review available office space in the Health and Human Services Building and report back at the next Facilities Committee meeting.
2. *Generator Preventative Maintenance* – Mr. Smiley stated that there was no issues on most of the generators but there were several recommendations to replace batteries, which KCFM staff will do this work. Highway seems to have the biggest issues, current estimate to repair the unit is over \$4,000.00. Mr. Smiley will talk to Fran at Highway and report back at the next Facilities meeting.
  3. *Annual Elevator Pressure Testing* – Director Smiley informed the Committee that the State requires pressure tests on all our elevators. This test was completed May 3, 2018 with no issues found. **Project Complete.**
  4. *Door Strike Installation at Health & Human Services* – Director Smiley stated the Health Department is planning to add an additional card access door to the garden area. Jim was able to provide a vendor to install the strike at around \$100.00 less than what the Health Department received from the card access vendor. Mr. Smiley informed the Committee the strike is being installed Tuesday, May 15, 2018 and the Health Department will schedule the card access reader installation thereafter. **Project Complete.**
  5. *Additional Power needs for Courtroom Benches* – Jim met with Judge Pilmer and Gina Hauge from Technology about adding additional outlets at the benches for additional computer equipment to comply with upcoming statutes. Mr. Smiley stated the installation deadline is projected to be November. Jim is looking into the current circuits and loads to see if additional outlets can be added via plug strips or if additional circuits need to be added. Chairman Davidson said the Courthouse should pay for this to be done.
  6. *Historic Courthouse Window Replacement Invitation to Bid Results* – Director Smiley informed the Committee that two bids were received to replace windows at the Historic Courthouse:
    - a. *Patrick McCann, Inc.* - \$75,700.00
    - b. *Tiles in Style* - \$99,786.00

Jim stated the bid was to replace 3 more windows; one is operational and two are stationary. Jim also stated the budget was \$40,000.00 based on just recently replacing windows at the Historic Courthouse last year. Mr. Smiley informed the Committee that 1 stationary and 1 operational window can be done for \$47,000.00 but this option still has a shortfall of \$7,000.00, in which Jim is looking into other budget line item to see where the additional funds could be found. The Committee directed Mr. Smiley to receive a breakdown of individual window prices for the Committee to discuss at the next Facilities meeting.

7. *Grant Possibilities* – Director Smiley is looking into grant programs to help with equipment replacement costs. Jim stated that ComEd is currently offering matching dollars for money Kendall County spent. All projects must be completed by December 2018 before matching money would be approved. Mr. Smiley also informed the Committee that NiCor will be out this week to do facilities assessments. Once the assessments are complete NiCor will submit a report to Mr. Smiley.
8. *Demand Response* – Mr. Smiley stated the Public Safety Center generator upgrade was completed to meet the EPA Tier II regulations. Director Smiley attended a conference call on May 8, 2018 with Progressive Energy and NRGCS where it was determined that more information was needed on the major systems, which Jim supplied after the call. Jim stated the next steps are to install the monitoring meters to show what current loads are and what it will be under a response call. Then a test will be setup to confirm actual load reductions. Testing will need to be coordinated with the Sheriff's office and Judicial to make sure it doesn't effect them any more than needed.



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

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

### **Other Items of Business**

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

Mr. Smiley stated that he was directed to come up with an idea for the existing memorial plaque and new plaque honoring Jessie Hafenrichter at Fox Street. Jim found a company locally that will make a large concrete rock for the two plaques to be attached and plans for the rock to be installed by the base of the flag pole. The preferred color choice for the stone is Sandstone. Jim stated the cost is under \$200.00. The Committee informed Mr. Smiley to proceed with this purchase.

### **Questions from the Media** – None

### **Executive Session** – None

**Adjournment** – Chairman Davidson asked if there was a motion to adjourn. Member Hendrix made a motion to adjourn the meeting, second by Member Kellogg. **With all members present voting aye, the meeting adjourned at 5:36 p.m.**

Respectfully submitted,

Christina Wald  
Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS**  
**FACILITIES MANAGEMENT COMMITTEE**  
**MEETING MINUTES**  
**MONDAY June 4, 2018**

Committee Vice Chair Tony Giles called the meeting to order at 4:05 p.m.

**Roll Call:** Members Present: Bob Davidson, Matt Kellogg, Judy Gilmour, Tony Giles, Audra Hendrix  
Member Davidson entered the meeting at: 4:10 pm  
Member Hendrix entered the meeting at: 4:21 pm

**With enough members present, a quorum was formed to conduct business.**

Others Present: Facilities Management Director Jim Smiley.

**Approve the May 14, 2018 Facilities Committee Meeting Minutes** – there were no changes to the May 14, 2018 minutes; Member Kellogg made a motion to approve the minutes, second by Member Gilmour. **With enough present members voting aye, the minutes were approved.**

Motion by Member Gilmour to amend the agenda to move Healy Bender, 111 W. Fox St. Part I Analysis to when Chairman Davidson arrives. Second by Member Kellogg. **With all present members voting aye, the agenda was approved.**

Motion by Member Gilmour to approve the agenda second by Member Kellogg. **With all present members voting aye, the agenda was approved.**

**Public Comment** – None

**Old Business/Projects**

1. *Healy Bender, 111 W. Fox St. Part I Analysis* – Jake Bean from Healy Bender presented their draft of the Master Planning and Security Study of the 111 W. Fox St Facility. The Committee directed Healy Bender to include additional items for review in the next draft of the plan. The next draft will be provided to the Facilities Committee Members for review and discussion before moving this to the full board.
2. *Bailiff's Office Construction* – Mr. Smiley informed the Committee the project was completed last week. Jim stated that Technology needs to be notified to move the Bailiff's from their current office into the new space. **Project Complete.**
3. *Filming Request from Historic Courthouse Widow Walk* – Jim left a message with Doug Nelson to discuss the possibility of using a drone for filming.
4. *Housing Authority Lease Extension Request* – The Committee has deferred this until next meeting with the possibility of the Housing Authority getting additional space.
5. *Housing Authority Request for Additional Space* – Director Smiley presented the current floor plan of the Health and Human Services (HHS) facility and pictures of space currently occupied by Housing Authority and other spaces that could fit the Housing Authority needs. The Committee directed Mr. Smiley to talk with HHS about space possibilities for the Housing Authority and bring the findings back at the next Facilities meeting.
6. *Rt. 34 Campus Detention Area* – Mr. Smiley talked to Aaron Rybski at the Health Department about the treatment of storm water inlets that his department currently does each year. Mr. Rybski said these treatments are for the standing water in the storm inlets only. To treat the pond area also the cost would be \$225.00 per application, as they could do the surveillance advisory services, weather monitoring, assessment and treatment, etc., which would cost an additional \$750.00 if done by a vendor. Aaron stated that treatments are only good for 30 days, so there would need to be multiple applications each

year. Member Gilmour brought this up at Health and Environment Committee meeting to see if there were concerns with standing water in the retention pond. Judy stated that there are no concerns expressed at this meeting. Chairman Davidson stated to discuss this further at the next Facilities meeting and requested that Mr. Rybski come to the meeting for further discussion.

### **New Business/Projects**

1. *Chairman's Report*
  - a. *Solar Project Update* – Chairman Davidson informed the Committee that the City of Yorkville is still reviewing the project. GRNE's attorney is talking with the city to determine what needs to happen to move this towards a vote on the special use permit.
2. *Historic Courthouse Window Replacement Pricing Options* – Mr. Smiley received a price for the one (1) operable window of \$26,210. Jim stated that the set-up and preparation is still the same no matter how many windows are replaced. Motion by Member Hendrix to approve the purchase and installation of the One (1) Operable Window for the Historic Courthouse in the amount of \$26,120.00. Second by Member Giles. **All members present voting ayes – 3 nays - 1. Motion Carried.**
3. *Generator Upgrade Status* – Mr. Smiley stated meters are still not installed but the testing may be conducted without meters. Actual use on billings may be used to verify load reduction during the testing.
4. *Vending Machine Operation Proposal* – Director Smiley informed the Committee that due to time constraints he would defer this until the next meeting.
5. *Health & Human Services Sidewalk Leveling* – Mr. Smiley stated the sidewalks adjacent to and in front of the main entrance of the Health and Human Services facility are not level. Committee members approved Mr. Smiley to have the sidewalks leveled.
6. *Public Safety Center Fire Sprinkler Main Repair* – Director Smiley informed the Committee that he noticed water seepage around the fire sprinkler main. Jim stated that while inspecting the issue, the valve controlling the main broke off when attempting to be turned off to confirm that the leak was from the main, which made the repair necessary to be done immediately. The repair was completed today.
7. *Highway Generator Replacement* – Director Smiley met with a potential vendor to replace the generator. Jim stated that he should have a price for that next week.

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

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

### **Other Items of Business**

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

### **Questions from the Media** – None

### **Executive Session** – None

**Adjournment** – Chairman Davidson asked if there was a motion to adjourn. Member Hendrix made a motion to adjourn the meeting, second by Member Giles. **With all members present voting aye, the meeting adjourned at 5:41 p.m.**

Respectfully submitted,

Christina Wald  
Administrative Assistant



**PATRICK McCANN INC.**  
WINDOWS, DOORS & CABINETRY

701 Hawthorne Lane, Geneva, IL 60134 | Phone (630) 209-2616

We are pleased to offer the following options for window replacements at the Kendall County Historic Courthouse:

**Option 1:**

Replace the existing double hung wood framed window unit in the Southwest corner of the West wall in the Historic Courtroom with an operating replacement double hung window.

Total Cost: \$26,120.00

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

Scott Gryder  
Kendall County Board Chairman

Patrick McCann

Date \_\_\_\_\_

Date \_\_\_\_\_

**Option 2:**

Option 1 above, plus the addition of one (1) additional fixed double hung window in the West wall of the Historic Courtroom. Total of two windows one (1) operating & one (1) fixed.

Total Cost: \$47,000.00

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

Scott Gryder  
Kendall County Board Chairman

Patrick McCann

Date \_\_\_\_\_

Date \_\_\_\_\_

**Option 3**

Options 1 & 2 above plus the addition of one (1) additional fixed double hung window in the West wall of the Historic Courtroom. Total of three (3) windows, one (1) operating and two (2) fixed window units.

Total Cost: \$75,700.00

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

Scott Gryder  
Kendall County Board Chairman

Patrick McCann

Date \_\_\_\_\_

Date \_\_\_\_\_

**COUNTY OF KENDALL, ILLINOIS**  
**BUDGET & FINANCE COMMITTEE**  
**Meeting Minutes for Thursday, June 14, 2018**

---

**Call to Order**

Committee Chair John Purcell called the Budget and Finance Committee meeting to order at 5:30p.m.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
John Purcell	Present		
Lynn Cullick	Here		
Bob Davidson	Here		
Matt Kellogg	Here		
Matthew Prochaska	Here		

Other Board Members Present: Audra Hendrix

Staff Members Present: Latreese Caldwell, Scott Koeppel, Jacquie Purcell, RaeAnn VanGundy

**Approval of Agenda** – Member Prochaska made a motion to approve the agenda with the amendment of moving “*Department Head and Elected Official Reports*” to after the Items of Business section, second by Member Kellogg. **With five members present voting aye, the amended agenda was approved by a vote of 5-0.**

1. **Approval of Claims** – Member Cullick made a motion to forward the Approval of Supplemental Claims in an amount not to exceed \$1,977,919.31, and Coroner Claims in an amount not to exceed \$8,475.46 to the County Board, second by Member Prochaska. **With five members present voting aye, the claims were approved by a vote of 5-0.**

**Reports from Other Committees**

***Facilities Management Committee*** – Member Davidson updated the committee on the cost for replacing one of the large windows in the Historic Courthouse at a cost of \$26,000. The budget does not allow the replacement for additional windows this year.

Member Davidson also reported that the Solar Panel project is stalled in the United City of Yorkville Mayor’s Office.

Member Davidson stated that Healy & Bender provided their study findings for the County Office Building to the committee earlier in the month. The committee will discuss further next month, and provide their recommendations for securing the County Office Building, at a future Committee of the Whole or County Board meeting. Mr. Koeppel stated that the recommendations included limiting access to the second and third floor offices, and moving the things stored in

***Law, Justice & Legislation Committee*** – Member Prochaska updated the committee on the reduction of the amount of money the state will be taking from the County’s LGDF from ten-percent to five-percent. They are also reducing the two-percent to one and a half-percent.

*Highway Committee* – Member Kellogg updated the committee on bid results for upcoming County projects, and the lowest bid from D Construction came in \$1.4 million dollars under the next closest bid for the Grove Road project. And the remaining projects are all under bid as well.

Member Kellogg also reported that the Highway Department recently replaced all of the interior shop lights with LED lights.

### **Items of Business**

- *Kendall County Coroner Quarterly Report* – Coroner Jacquie Purcell provided her quarterly report to the committee, and provided the ending budget balance, expenditures, revenue for the first two quarters as well as expenditure plans for the third quarter, which includes the sale of their current high-backed cot to the Marion, Illinois Coroner's Office for \$1,500.00, which will be deposited into the 470/DC Grant fund. The Coroner will then purchase a new cot for \$2,749.90, making the net cost of the new cot \$1,249.90.
- *Kendall County Sheriff Vehicles: Auto Liability Insurance* – Latreese Caldwell presented liability insurance information on three Sheriff's Office vehicles that were totaled this year (Squads 3, 6 and 90). The Sheriff's Office provided a breakdown on the line items used to purchase the three vehicles, the price of each vehicle at purchase, and the line items/accounts they felt the insurance money should be deposited into when funds were received for each vehicle. Ms. Caldwell asked the committee for their direction on depositing the insurance funds into the correct accounts, and dividing the funds appropriately between the Drug Abuse fund and the general fund, since Treasurer Jill Ferko has instructed the Finance Committee on the correct use of Contingency funds. **The committee asked for additional information and will discuss the issue further at the June 28, 2018 Committee meeting.**
- *2019 Budget* – Ms. Caldwell reviewed the FY2019 PTELL Calculations with the committee, which included the New Construction amount of approximately \$238 million, the EAV amount of approximately \$450 million, and the estimated total new dollars of \$689,028. Discussion on the timeline for budget submissions by Department Heads and Elected Officials, budget hearings in September or October, and the date for Finance Committee budget recommendations to the County Board for approval.

### **Department Head and Elected Official Reports**

County Administration Department – Mr. Koeppel and Ms. Caldwell explained the current Circuit Clerk fees, the maximum amount allowed for each fee, the current revenue amounts, the potential fee increases, and the revenue if fees are increased. Mr. Koeppel stated that the information was initially provided to the committee by Circuit Clerk Robyn Ingemunson in January 2018. **There was consensus by the committee to have the fee increases presented to the County Board for approval at the July 17, 2018 Board meeting, and the Committee instructed the County Administrator to prepare the resolutions with the increased fees and provide them to the County Clerk for the Board meeting on July 17, 2018.**

### **Public Comment** – None

**Questions from the Media** – None

**Items for the June 19, 2018 County Board Agenda**

*Approval of Supplemental Claims in an amount not to exceed \$1,977,919.31, and Coroner Claims in an amount not to exceed \$8,475.46*

**Items for the July 12, 2018 Committee of the Whole Agenda** - None

**Executive Session** – Not needed

**Adjournment** – Member Kellogg made a motion to adjourn the Budget and Finance Committee meeting, second by Member Prochaska. **The meeting was adjourned at 6:53p.m. by a 8-0 vote.**

Respectfully submitted,

Valarie McClain  
Administrative Assistant and Recording Secretary

# Fee Agreement

This Agreement is made this 19th day of June, 2018, between KENDALL COUNTY, ILLINOIS, a unit of local government with its principal office located at 111 West Fox Street Yorkville, IL 60560 hereinafter referred to as the "Client", and THE HORTON GROUP, INC. of 10320 Orland Parkway, Orland Park, IL 60467 hereinafter referred to as "Horton".

WHEREAS, Horton, together with its affiliated entities who are doing business as Horton (its "Affiliates"), operates insurance agencies and related businesses which procure numerous lines and types of insurance products and provide various related services to accounts located through the areas of the United States in which Horton and such Affiliates may operate, from time to time; and

WHEREAS, the Client desires to engage Horton to provide certain benefit services in exchange for the fees as outlined in this Agreement. A comprehensive list of these services is attached to this Agreement as **Appendix B: Fee Based Pricing Proposal** which is incorporated by reference herein and is consistent with the proposed scope of services in Horton's response to the Client's Request for Qualifications.

NOW, THEREFORE, the parties hereto agree as follows:

1. The term of this Agreement shall commence as of July 1, 2018, and shall remain in effect until July 1, 2020 unless earlier terminated as hereinafter provided.
2. Complete fee structure by insurance policy and service category is illustrated in the attached Fee-Based Pricing Proposal, which is attached to Appendix B and incorporated by reference herein (the "Fee"). The Fee shall be compensation for the services performed by Horton in the attached Fee-Based Pricing Proposal.

The Brokerage Services monthly fee set forth in Appendix B shall be earned and paid on a monthly basis in which services are performed by Horton. Horton will issue an invoice to Client on, before, or around the 1<sup>st</sup> of each month under the Agreement starting on July 1, 2018. Payment shall be made by Client in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). Furthermore, to start this engagement, Horton will assist the Client as the Client reconciles its existing compensation agreements with its previous broker, CBIZ. Prior to execution of this Agreement, CBIZ was receiving commissions from the Client's various insurance carriers that will need to be offset under this Agreement. Horton will lead this compensation reconciliation effort in conjunction with the Client."

3. The Fee is in lieu of standard agent commissions normally paid to Horton by the Medical/RX, Dental and Core Life/AD&D insurance carriers involved.

Should Client add additional voluntary, supplemental, retiree programs, or the like, the Fee would be in addition to standard agent commissions normally paid to Horton by the related insurance carriers.

Horton may receive additional compensation from the insurance companies or vendors, in the forms of, including but not limited to, contingent commission or bonus commission. Upon request, Horton is pleased to disclose all compensation amounts as well as any other contingent or similar agreements that may be in place.



# Fee Agreement

4. 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. It is understood that this Agreement is open to review at any time by either party, but this Agreement may not be modified except in writing acknowledged by both Client and Horton. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other party. Either party may terminate this Agreement at any time by providing at least ninety (90) calendar days advance written notice to the other party. In the event this Agreement is terminated early by either party, all unearned amounts of the Fee previously paid to Horton will be refunded to the Client based on a pro rata calculation on the effective date of termination. So, for example, if Client paid the first 90 days of the Fee, and Client terminated the Agreement on the 76<sup>th</sup> day after the parties' execution of the Agreement, Horton would refund to Client the pro rata share of its unearned Fee, which would be the equivalent of 15 days of the Fee.
5. This Agreement covers only those specifically listed services set forth in Appendix B and the Client's current level of underlying operations. In the event the Client increases or alters its operations in such a way that substantially and materially expands the scope of services set forth in Appendix B, any extra fees for such additional services requested or required by the Client shall be separately negotiated and must be pre-approved in writing by the Client.
6. (a)
  - i. 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.
  - ii. Horton shall indemnify, hold harmless and defend with counsel of Client's own choosing, Client, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature to the extent such claims result from the professional negligence of Horton and/or Horton's Affiliates. Nothing contained herein shall be construed as prohibiting the Releasees at its own expense 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 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees unless the attorney has been approved by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Horton's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason

# Fee Agreement

of this indemnification provision. Indemnification shall survive the termination of this Agreement.

- iii. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Client 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, Client is required to use the services of an attorney, then Client shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Client pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- iv. Client and/or Horton's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- v. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or courier service and received in the case of notice to Client, Attention: Kendall County Clerk, 111 W. Fox Street, Yorkville, Illinois 60560, with a copy sent via regular mail to Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois 60560. And, in the case of Horton, to: BFKPN Corporate Services, Inc., 200 W. Madison St. Suite 3900, Chicago, Illinois 60606, with a copy sent via regular mail to: Glenn M. Horton, The Horton Group, Inc., 10320 Orland Parkway, Orland Park, Illinois 60467.

(b)

- i. Horton and its Affiliates agree to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required to conduct business in the state, municipality, county and location.
- ii. Horton, 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.
- iii. Horton certifies that Horton, 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). Horton further certifies by signing the Agreement that Horton, its parent companies, subsidiaries, and Affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting

# Fee Agreement

to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Horton made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

- iv. Both parties affirm that Client's elected officials do not have a direct or indirect pecuniary interest in Horton, its Affiliates or in this Agreement, or, if any of Client's elected officials do have a direct or indirect pecuniary interest in Horton, its Affiliates or in this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

KENDALL COUNTY

THE HORTON GROUP, INC.

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: Kenneth Olson

Its: \_\_\_\_\_

Its: Division President

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

Date: June 12, 2018

The Horton Group is an Equal Employment Opportunity Employer

An overhead photograph of a business meeting. Five people are seated around a large, dark wooden table. The participants are dressed in professional attire, including suits and blouses. On the table, there are several items: a clear glass of water, a white mug of coffee, a black pen, a pair of glasses, and several documents. One document features a bar chart with yellow bars of increasing height. Another document shows a world map. The lighting is soft and even, creating a professional and collaborative atmosphere.

## Appendix B: Fee Based Pricing Proposal

**HORTON**



**Provide desired contract length and Proposer compensation for broker services.**

Service Categories	Compensation Structure
<p>Services include Strategic Planning and Market Insight Capabilities; Financial &amp; Benefit Analytics; Planned On-Site Meetings, Human Resource Services &amp; Employee Assistance; Human Resource Communications &amp; Administration, Compliance Oversight; Workplace Wellness</p> <p><b>Lines of Coverage</b></p> <ul style="list-style-type: none"> <li>• <b>Medical &amp; Rx</b></li> <li>• <b>Dental</b></li> <li>• <b>Life</b></li> </ul> <p>• <b>New programs if adopted (voluntary, retiree, etc.)</b></p> <p><b>Services</b></p> <ul style="list-style-type: none"> <li>• <b>Horton Wellness Advisory Solutions</b></li> </ul>	<p>\$3,350 per month billed monthly (for two years, in lieu of standard carrier commissions)</p> <p>-----</p> <p>Standard carrier commissions apply and are fully disclosed</p> <p>-----</p> <p>Included</p>
Strategic Planning & Market Insight Capabilities	Included
<p>Because of our multifaceted involvement in Health Care, we are proud of the insight we can bring to the Board Room for intermediate and long-term planning in the following areas:</p> <ul style="list-style-type: none"> <li>• Benefit Philosophy Development</li> <li>• Health Care Reform (ACA) Impact Study: Compliance and Tax Impacts</li> <li>• Market Trends and Forecasting</li> <li>• Benchmarking Analytics: Benefit Design, Cost Sharing &amp; Claims</li> <li>• Cost Containment Strategies</li> <li>• Contribution Modeling &amp; Cost Share Strategies</li> <li>• CBA Support/ Preparation</li> <li>• Quarterly Committee Meeting</li> <li>• Eligibility Management: Working Spouse Carve-Out Provision, Medicaid, COBRA Eligible Outplacement &amp; Eligibility Audits</li> <li>• Private Health Insurance Exchange Options</li> <li>• High Deductible Health Plan (HDHP) Strategies, including Transparency Tools</li> <li>• Voluntary Worksite Benefit Strategies, including HDHP Gap Planning</li> <li>• Worksite Wellness / Safety Programs</li> <li>• Alternate Funding Techniques (Self-Funding &amp; Captives)</li> <li>• Alternative Networks (Narrow Networks)</li> <li>• Pharmacy Strategies</li> </ul>	<p><i>Our initial discovery is an assessment of Kendall County's existing plan performance and working with the leadership team to establish a 3-5 year outlook/strategy.</i></p>

Financial & Benefit Analytics	Included
<p><b>Report Plan Performance – Quarterly Aggregate Reporting</b></p> <ul style="list-style-type: none"> <li>• Report is delivered by the 25<sup>th</sup> – 30<sup>th</sup> of each month, e.g., March month-end is delivered between April 25<sup>th</sup> – April 30<sup>th</sup>.</li> <li>• Overall Plan Performance</li> <li>• Plan Costs vs. Expected vs. Maximum (per capita)</li> <li>• Industry or carrier benchmarks (where available)</li> <li>• Key Performance Indicators</li> <li>• High-Cost Claimants</li> </ul> <p><b>Ongoing Assessment &amp; Reporting Capabilities</b></p> <ul style="list-style-type: none"> <li>• Review Benefit Plan Strategy</li> <li>• Executive Healthcare Summary – (Provided 2x Per Year)</li> <li>• Plan Performance &amp; Financial Benchmarking</li> <li>• Big Data Analysis - Decision Master Warehouse or Carrier Equivalent</li> <li>• Mid-Year Renewal Forecast</li> <li>• Plan Design Benchmarking and Analytics</li> <li>• Renewal Forecasting and Suggested Plan Alternatives, e.g., plan design, employee cost sharing, product, carrier, network</li> <li>• Provider Network Utilization - Discount Analysis</li> <li>• Contribution Modeling and ACA Compliance</li> <li>• Medical Utilization Containment Strategies</li> <li>• Rx Utilization and Containment Strategies</li> <li>• PBM Carve Out and Supplement Analysis</li> <li>• Shock Claim Review</li> <li>• Actuarial Evaluation of Plan Designs using HHS AV Calculator (1x Per Year)</li> </ul>	
Planned On-Site Meetings	Included
<p><b>Initial Discovery Meetings</b></p> <ul style="list-style-type: none"> <li>• Our initial discovery is an assessment of The Kendall County's existing plan performance and working with the leadership team to establish a Benefit Philosophy, including a 3-5 year outlook/strategy.</li> </ul> <p>=====</p> <p><b>After Q1 – Plan Performance &amp; Post Renewal Results</b></p> <p><b>After Q2 – Plan Performance &amp; Pre-Renewal Strategy Meeting</b></p> <p><b>After Q3 – Plan Performance &amp; Renewal Meeting</b></p> <ul style="list-style-type: none"> <li>• Prepare RFPs to Analyze and Compare Market</li> <li>• Negotiate Renewals and Market Pricing with Carriers/Vendors</li> <li>• Present Findings and Market Analysis</li> <li>• Contribution Cost Share Modeling</li> </ul> <p><b>After Q4 - Plan Year End</b></p>	

<ul style="list-style-type: none"> <li>Executive Healthcare Cost Analysis - year-end closeout showing plan performance plus <ul style="list-style-type: none"> <li>Big Data Analysis - Decision Master Warehouse Report: Medical &amp; Rx</li> <li>Demographic Review</li> <li>Plan Costs vs. Expected vs. Maximum (per capita)</li> <li>Industry or carrier benchmarks (where available)</li> <li>Plan administrative costs (percapita)</li> <li>High-cost claimants</li> <li>Utilization by service type (professional, in-patient, out-patient, pharmacy and specialty pharmacy)</li> <li>Office visits per thousand</li> <li>Emergency room visits per thousand and cost</li> <li>Medical diagnostic categories</li> <li>Top 10 pharmacy charges</li> <li>RX review – generic, mail order, specialty drug usage</li> <li>Year-end summary of plan and contribution changes</li> <li>Year-end summary of member migration and analysis of cost impact</li> <li>Utilization Containment Strategies</li> <li>ThinkHR Utilization Report</li> </ul> </li> </ul> <p><b>Wellness Screening Reports (If Applicable)</b></p> <ul style="list-style-type: none"> <li>Wellness Screening Summary and Forecast</li> <li>Horton Health Initiatives Integration Report</li> </ul>	
<b>Additional Services – Financial</b>	<b>Not Included</b>
<p><b>Third Party Services if needed</b></p> <ul style="list-style-type: none"> <li>Actuarial Services (Beyond HHS AV Calculator Evaluation)</li> <li>Subrogation Services</li> <li>Claim Audits</li> </ul>	<i>Additional cost is directly from the selected vendors</i>
<b>Human Resource Services &amp; Employee Assistance</b>	<b>Included</b>
<p><b><u>Eligibility Management Assistance</u></b></p> <ul style="list-style-type: none"> <li>Determining Full-Time Status</li> <li>Developing Participation Guidelines: Working Spouse Waiver Rules, Eligibility</li> <li>Documentation Requirements</li> <li>Contribution Strategies</li> </ul> <p><b><u>Employer Services:</u></b></p> <p><b>Claims, Billing, Eligibility Assistance and Benefit Education &amp; Communication</b></p> <ul style="list-style-type: none"> <li><b><u>Designated</u></b> Horton Employee Claims Advocate for Kendall County</li> <li>Healthcare Literacy</li> <li>Benefit Alerts</li> </ul>	

<ul style="list-style-type: none"> <li>• Compliance – Legislative Alerts</li> <li>• Horton Health Initiatives Newsletter</li> </ul> <p><b>HR Benefits Portal – ThinkHR Hotline for questions 8 am – 7 pm CST</b></p> <ul style="list-style-type: none"> <li>• Train the Trainer Seminars</li> <li>• HR-related articles</li> <li>• Access to a community of HR Professionals</li> </ul> <p><b>Horton Learning Center</b></p> <ul style="list-style-type: none"> <li>• Employee Focused “Know Your Benefits” and “Consumerism” Education</li> <li>• Webcast &amp; On-site Enrollment Meetings</li> <li>• Custom Employee Compensation / Benefit Statements</li> <li>• Assurex Global / HortonWebinars</li> <li>• Horton Future Forum Seminars</li> </ul>	
<p><b>Human Resource Communications &amp; Administration</b></p>	<p><b>Included</b></p>
<p><b><u>Employee Benefit Communications and Services:</u></b></p> <ul style="list-style-type: none"> <li>• Webcast &amp; On-Site Open Enrollment Meetings</li> <li>• Custom PowerPoint Presentations</li> <li>• Benefit Summary Guide Design</li> <li>• Custom Employee Compensation Benefit Statements</li> <li>• Video Benefit Tutorials &amp; Video Benefit Library</li> <li>• Online Benefit Administration Portal – Employee Navigator</li> </ul> <p><i>On-site Open Enrollment Meetings will be discussed and agreed to in advance no later than the Q3 renewal meeting to accommodate 4<sup>th</sup> quarter scheduling.</i></p>	
<p><b>Compliance Oversight</b></p>	<p><b>Included</b></p>
<p><b>Help Kendall County with the following compliance items:</b></p> <ul style="list-style-type: none"> <li>• Model Notices (such as Medicare Part D Credible Coverage, CHIPRA, etc.)</li> <li>• FSA / H.S.A. Programs</li> <li>• Section 125 (Pre-Tax)</li> <li>• Affordable Care Act (ACA)</li> <li>• Employer Mandate - 1095 and 1094 Reporting</li> <li>• Plan Document and Group Policy/SPD/Certificate Review</li> <li>• SPD Wrap Document (outside service)</li> <li>• Agency Engagement in Health Care Legislation on State and Federal Level</li> <li>• FMLA</li> <li>• PCORI Tax Calculation and filing instructions</li> <li>• Reinsurance Tax Calculation and filing instructions</li> <li>• HIPAA &amp; HIPAA Privacy</li> <li>• COBRA Administration (outside service)</li> </ul>	<p><i>Additional costs from selected vendor(s), providing an F.S.A., or H.S.A. Bank are not included.</i></p>



Workplace Wellness	Included
<p><b>Initial Workplace Wellness Assessment</b></p> <p><b>Define Key Objectives &amp; By-laws</b></p> <ul style="list-style-type: none"> <li>• Three Year Strategic Plan Timeline</li> <li>• Incentive Contribution Modeling</li> <li>• Organize and Initiate Wellness Committee</li> <li>• Health Improvement Incentive Options</li> <li>• Employee Wellness Communication: Materials and Meetings</li> </ul> <p><b>Help Implement The Fundamentals</b></p> <ul style="list-style-type: none"> <li>• Health Assessment</li> <li>• Health Management Education</li> <li>• Engage Activities</li> <li>• Develop Incentives and Rewards</li> </ul> <p><b>Wellness Screening Reports</b></p> <ul style="list-style-type: none"> <li>• Wellness Screening Summary and Forecast</li> <li>• Horton Health Initiatives Integration Report</li> </ul>	
Additional Services – Wellness	Included
<p><b>Help Schedule and Organize:</b></p> <p><b>Health and Wellness Related Programs:</b></p> <ul style="list-style-type: none"> <li>• Biometric Screenings</li> <li>• Flu Shots (these costs vary by participation but can be paid by the plan)</li> <li>• BMI / Tanita Scale Readings</li> <li>• Stroke Screening</li> <li>• Learn at Lunch Seminars</li> <li>• Health Coaching</li> <li>• Nurse Hot Line</li> <li>• Doctor On Site</li> <li>• EAP Services</li> </ul>	<p><i>Any additional costs are directly from the selected vendor(s) for their services. For example, a screening vendor will bill Kendall County directly for these negotiated services.</i></p>
Additional Expertise Available Through Horton	Included
<p><b>WORKSITE - Voluntary Benefits</b></p> <p>The Horton Group helps organizations improve morale and free up staff by offering well-designed, optional products such as individual life, short-term and long-term disability, supplemental vision, dental and high deductible health plan gap plans including, critical illness and accident insurance.</p>	<p><i>Standard carrier commissions apply</i></p>

<p><b>Personal Lines</b></p> <p>Horton Personal Insurance helps business owners, key executives and employees protect their homes, automobiles, watercraft and more. Services include annual detailed coverage reviews and programs designed for high-net-worth individuals.</p>	<p><i>Standard carrier commissions apply</i></p>
<p><b>Property &amp; Casualty / Risk Management Services</b></p> <p>Horton Risk Management Services provides property, general liability, automobile, excess liability, workers' compensation, employment practices liability, crime, fiduciary liability, professional liability and directors and officers insurance as well as many other products in a variety of industries.</p>	<p><i>Negotiated fees or standard carrier commissions apply</i></p>
<p><b>Safety Consulting and Loss Control</b></p> <p>From employee orientation and training to job site inspections, Horton helps contractors and other commercial clients manage claims, facilitate appropriate return-to-work programs and incorporate safety into every aspect of their business operation.</p>	<p><i>Negotiated fees – typically an hourly billed rate</i></p>
<p><b>Financial Wellness</b></p> <p>By partnering with HPM Partners, Horton has deepened our resources to include ERISA expertise and can assist organizations with their retirement services to maximize the organization's fiduciary protection, eliminate personal liability and hidden conflicts of interest while making a difference in the financial lives of their employees. There are three key pillars to our service platform: Fiduciary Oversight, Investment Advisory, Financial Wellness Coaching &amp; Ongoing Plan Review.</p>	<p><i>Negotiated fees or standard vendor basis points apply</i></p>

# KENDALL COUNTY ILLINOIS

## Economic Development Committee

---

### Meeting Minutes Monday, May 18, 2018

#### Call to Order

The meeting was called to order by Chair Audra Hendrix at 9:03 a.m.

#### Roll Call

Committee Members Present: Chair Audra Hendrix, Lynn Cullick, Scott Gryder

Committee Members Absent: Matt Kellogg, Elizabeth Flowers

Elected Officials Present: Matthew Prochaska

Staff Present: Andrez Beltran, Economic Development and Special Projects Coordinator

Members of the Public:

**Approval of Agenda** – Member Gryder made the motion to approve the agenda. It was seconded by Member Cullick. **Approved 3-0.**

**Approval of Meeting Minutes** – Member Cullick made a motion to approve the meeting minutes from the April 23, 2018 meeting. Seconded by Member Gryder. **Approved 3-0.**

#### **Committee Business - None**

#### **Updates and Reports**

##### *Boulder Hill and Boulder Hill Market*

Mr. Beltran the packet included economic data analysis on Boulder Hill from the 2016 American Community Census. He would continue to work on it. In addition, he stated there are plans for some investment in the area. The Committee was glad to hear the news and get the information.

##### *Lions Club International visit*

Mr. Beltran stated that on May 9, Chairman Gryder and Vice-Chair Cullick attended the Lions Club International Welcoming Ceremony at Timber Creek Lodge. The Board resolution was presented to Lions Club International Chairman Dr. Naresh Aggarwal, First Vice President Gudrun Bjort Yngvadottir, Second Vice President Jung-Yul Choi, and Third Vice President Haynes Townsend. President Aggarwal presented Kendall County with a plaque for its service in economic development to support the community.

The Committee was happy to be able to welcome and participate in the ceremony.

**Member Gryder stepped out of the meeting at 9:15 a.m. As there was no longer a quorum, Chair Audra Hendrix appointed Matthew Prochaska to the Committee for the meeting to make quorum at 9:16 a.m.**

##### *IEDC Course: Real Estate Development and Reuse*

Mr. Beltran stated on May 3 and 4 he attended the IEDC Real Estate Development and Reuse in Madison Wisconsin. The course covered market and site analysis, regulatory and approval processes, financial feasibility, political feasibility, local financing and tools for development,

# KENDALL COUNTY ILLINOIS

## Economic Development Committee

---

brownfield redevelopment, and developer solicitation, selection, and agreements. Mr. Beltran continued that if enough classes were taken he could sit for the Certified Economic Developer certification.

### **Member Gryder returned to the meeting at 9:18 a.m.**

#### *CIP Industrial Summit*

Mr. Beltran stated on April 26 he attended the 15th Annual CIP Industrial Summit. Topics included the current market in the Chicagoland area and competitive advantages for the area. He stated though industrial market absorption has been very good, that is making some nervous as they do not know how long it will last.

The Committee discussed how this new development was good, but also how it interacted with the lessons Mr. Beltran learned at the IEDC course. As Kendall County is mostly greenfield but far from an interstate, most large scale development will happen near Minooka. However, perhaps smaller development or redevelopment could be attracted.

#### *State of the Counties*

Mr. Beltran stated Member Gryder will be giving the annual State of the County at the Metro West luncheon. Member Gryder gave the Committee a brief overview.

#### *UIRVDA*

Mr. Beltran gave the update on UIRVDA's Enterprise Zone. He stated that a further eight areas have been added into the Enterprise Zone. He continued that he acquired the documentation for those place in Kendall.

#### *Economic Indicator Dashboard*

Mr. Beltran gave a brief overview of the FY17Q4 Economic Indicator Dashboard in the packet. He noted several great improvements. The Committee asked Mr. Beltran to look into the trend of business units as they have decreased.

#### *Revolving Fund Loans*

- *Monthly Loan Statements*

Mr. Beltran stated all the loan payments were up to date outside of a nine cent shortage that the borrower will make up in the coming month. This excludes the Lucky Dog's loan.

### **Chair's Report**

Chair Hendrix brought forth the idea of having a cooperative program to help promote businesses in the community like a discount or coupon program, or another type of program that gave benefits for visiting multiple Kendall businesses that participated in the program. The Committee liked the idea, and thought of bringing it to the business owners. However, before that, they needed to bring finalize and vote on the idea. Therefore, the Committee set dates for a Special meeting on Tuesday, May 22, 2018 at 9 am to finalize the details of the program.

# KENDALL COUNTY ILLINOIS

## Economic Development Committee

---

In addition to a discount or reward program, the Committee discussed having a large county wide event such as the municipalities put on. The Committee asked staff to look into possible sites for the event to be held.

**Public Comment** – None

**Executive Session** - None

**Adjournment**

At 10:24 a.m., Member Cullick made to adjourn. Member Prochaska seconded. With no objections, the meeting adjourned.

Respectfully Submitted,

Andrez P. Beltran  
Economic Development and Special Projects Coordinator

# KENDALL COUNTY ILLINOIS

## Economic Development Committee

---

### Special Meeting Minutes

Monday, May 22, 2018

#### **Call to Order**

The meeting was called to order by Chair Audra Hendrix at 9:00 a.m.

#### **Roll Call**

Committee Members Present: Chair Audra Hendrix, Lynn Cullick, Matt Kellogg

Committee Members Absent: Elizabeth Flowers, Scott Gryder

Elected Officials Present:

Staff Present: Andrez Beltran, Economic Development and Special Projects Coordinator, Scott Koepfel, County Administrator

Members of the Public:

**Approval of Agenda** – Member Cullick made the motion to approve the agenda. It was seconded by Member Kellogg. **Approved 3-0.**

#### **Committee Business**

##### *Discussion of Creation of Kendall Pass Discount program*

Chair Hendrix stated that after consulting with the State's Attorney's Office, the Kendall Pass program was not able to be implemented as it would be construed as using public property for private gain. Chair Hendrix stated that to have such a program would need a public-private entity like an economic development corporation or tourism bureau.

The Committee discussed the possible mission of such an organization as well as possible methods to create and sustain it. They agreed that it for the organization to be viable there would need to be private funds as well as public. The Committee decided not have a special meeting on June 1, and to bring in speakers from other local county wide economic development corporations to speak about how they function and their process to start.

#### **Updates and Reports - none**

#### **Chair's Report - none**

**Public Comment** – None

**Executive Session** - None

#### **Adjournment**

At 9:50 a.m., Member Cullick made to adjourn. Member Kellogg seconded. With no objections, the meeting adjourned.

Respectfully Submitted,

Andrez P. Beltran

Economic Development and Special Projects Coordinator