

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday October 17, 2017 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
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
12. 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
13. Standing Committee Reports
 - A. Planning, Building & Zoning
 1. Approval of 2018 Comprehensive Noxious Weed Work Plan
 2. Approval of an Intergovernmental Agreement between the Village of Millbrook and the County of Kendall to Administer the County's Ordinances for Zoning, building Code, Subdivision Control, Comprehensive Plan and Stormwater Management within the Jurisdiction of the Village of Millbrook for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village of Millbrook to the County of Kendall
 - B. Law, Justice & Legislation
 - C. Administration/HR
 1. Approval of Resolution Authorizing Execution for Financial Assistance from the Regional Transportation Authority Under Section 5310 of the Federal Transit Act
 2. Approval of Bids for Kendall Area Transit (K.A.T.) Bus #7 for \$2,000 and Bus #2 for \$1,200 into account #5501-000-1421
 3. Approval of Resolution Approving the Second Amendment to the Kendall County Court Appointed Special Advocate Lease Agreement
 - D. Highway
 - E. Facilities
 1. Approval of Kendall County Facilities Management Project Policy Flowcharts
 - F. Economic Development
 - G. Finance
 1. Approve Claims in an amount not to exceed \$1,506,511.20, October Grand Juror Claims in an amount not to exceed \$538.05
 2. Approve Coroner Claims in an amount not to exceed \$ 1,085.60
 3. Approve purchase of LED bulbs for the Courthouse from line #010-2-100-9101 in the amount of \$10,500.00
 - H. Animal Control
 1. Approval of a continued month-to-month lease with Acton Mobile for the office trailer an amount not to exceed \$252.45 per month from line item #3402-000-6650
 - I. Health & Environment
 - J. Committee of the Whole
 - K. Standing Committee Minutes Approval
14. Special Committee Reports
 - A. VAC
 - B. Historic Preservation
 - C. Board of Health
 - D. Boards & Commissions Review Ad Hoc
15. Other Business
16. Chairman's Report

**Appointments
Announcements**

17. Citizens to be Heard
18. Questions from the Press
19. Executive Session
20. 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
REGULAR SEPTEMBER MEETING
September 19, 2017**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, September 19, 2017 at 9:43 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Audra Hendrix, Matt Kellogg, Matt Prochaska and John Purcell.

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

THE MINUTES

Member Gilmour moved to approve the submitted minutes from the Adjourned County Board Meeting of 8/15/17. Member Cullick seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

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

CITIZENS TO BE HEARD

Dave Ulrich and Tim Comrady from the American Legion Post 49 spoke about the current raffle ordinance and asked if the board would consider amending the ordinance to include a longer time period for the permits.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Baird gave the board an update on the security system. The office is running on or under budget.

County Clerk

Revenue Report		8/1/17-8/31/17	8/1/16-8/31/16	8/1/15-8/31/15
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$971.50	\$1,026.50	\$918.50
	County Clerk Fees - Marriage License	\$2,040.00	\$2,010.00	\$1,530.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
	County Clerk Fees - Misc	\$1,999.50	\$2,175.00	\$1,758.00
	County Clerk Fees - Recording	\$33,373.00	\$35,447.00	\$30,343.00
01010061205	Total County Clerk Fees	\$38,384.00	\$40,658.50	\$34,549.50
01010001185	County Revenue	\$46,851.25	\$46,097.25	\$38,476.50
38010001320	Doc Storage	\$19,882.50	\$20,551.50	\$18,559.50
51010001320	GIS Mapping	\$33,563.00	\$34,552.00	\$31,234.00
37010001320	GIS Recording	\$4,193.00	\$4,312.00	\$3,898.00
01010001135	Interest	\$23.59	\$32.99	\$30.90
01010061210	Recorder's Misc	\$9,282.75	\$2,146.50	\$5,186.50
81010001320	RHSP/Housing Surcharge	\$17,487.00	\$18,477.00	\$16,533.00
37210001575	Tax Certificate Fee	\$560.00		
37210001576	Tax Sale Fees	\$899.00		
37210001577	Postage Fees	\$0.00		

CK # 18303

To KC Treasurer

\$171,126.09

\$166,827.74

\$148,467.90

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 NINE MONTHS ENDED 08/31/2017

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2017 YTD Actual</u>	<u>2017 YTD %</u>	<u>2016 YTD Actual</u>	<u>2016 YTD %</u>
Personal Property Repl. Tax	\$370,000	\$345,889	93.48%	\$304,411	74.89%
State Income Tax	\$2,400,000	\$2,087,072	86.96%	\$1,724,177	65.06%
Local Use Tax	\$625,000	\$473,614	75.78%	\$585,741	124.63%
State Sales Tax	\$480,000	\$393,035	81.88%	\$299,422	54.89%
County Clerk Fees	\$330,000	\$295,069	89.41%	\$258,146	72.11%
Circuit Clerk Fees	\$950,000	\$552,521	58.16%	\$656,264	69.08%
Fines & Foreits/St Atty.	\$430,000	\$229,659	53.41%	\$282,144	59.40%
Building and Zoning	\$62,000	\$60,536	97.64%	\$47,156	79.25%
Interest Income	\$37,500	\$72,289	192.77%	\$29,838	99.46%
Health Insurance - Empl. Ded.	\$1,266,058	\$878,817	69.41%	\$856,361	68.50%
1/4 Cent Sales Tax	\$2,920,000	\$2,149,118	73.60%	\$2,093,243	77.58%
County Real Estate Transf Tax	\$396,420	\$317,842	80.18%	\$261,893	66.06%
Correction Dept. Board & Care	\$875,000	\$898,137	102.64%	\$375,080	48.93%
Sheriff Fees	\$255,000	\$160,620	62.99%	\$190,538	53.67%
TOTALS	\$11,396,978	\$8,914,219	78.22%	\$7,964,413	69.80%
Public Safety Sales Tax	\$5,068,000	\$3,752,191	74.04%	\$3,657,232	76.19%
Transportation Sales Tax	\$4,750,000	\$3,752,191	78.99%	\$3,657,232	81.27%

*Includes major revenue line items excluding real estate taxes which are

to be collected
later.

To be on Budget after 9 months the revenue and expense should at 75.00%

Treasurer, Jill Ferko stated that the second installment due date went well and thanked the Sheriff's office for the security. The tax sale will be held on October 26, 2017.

Clerk of the Court

Report is in the packet.

State's Attorney

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

Coroner

Description	**	Month: August 2017	Fiscal Year-to-Date	August 2016
Total Deaths		24	243	197
Natural Deaths		19	212	28
Accidental Deaths				
Overdose	*	3	11	0
Motor Vehicle		1	5	0
Other		1	3	1
Pending		0	3	0
Suicidal Deaths	*	0	8	2
Homicidal Deaths		0	1	0
Toxicology		4	28	1/15
Autopsies		3	26	3/23
Cremation Authorizations		12	141	20/121

**

Accidental Death(s) (Overdose)

1. 08/09/2017 – Oswego – 46yo Female, Heroin Toxicity
2. 08/09/2017 – Sandwich – 69yo Male, Traumatic Asphyxiation Due to Tractor Rollover
3. 08/13/2017 – Plainfield – 45yo Male, Fentanyl Intoxication
4. 08/20/2017 – Oswego – 46yo Male, Heroin Toxicity
5. 08/23/2017 – Yorkville – 26yo Male, Blunt Force Trauma Due to Auto vs. Auto Collision

Supervisor of Assessments

Andy Nicoletti stated that assessment notice have been sent out. There will be a meeting on how to appeal your assessment at the Yorkville Library tonight from 7:00 – 8:30pm.

STANDING COMMITTEE REPORTS

Planning, Building and Zoning

Petition 17-16

Member Davidson made a motion approve Petition 17-16 text amendment to Section 13.06.D of the Kendall County Zoning Ordinance reducing the number of votes necessary for the Zoning Board of Appeals to reverse or affirm, wholly or partly, or modify the order, requirement decision or determination of the Zoning Administrator from four to three on boards consisting of five members and from five to four on boards consisting of seven members. Member Prochaska seconded the motion.

Members discussed the Zoning Administrator duties and circumstances where a decision would be overturned.

Chairman Gryder asked for a roll call vote on the motion. Members voting aye include Cullick, Davidson, Flowers, Gilmour, and Kellogg. Members voting nay include Gryder, Hendrix, and Prochaska. Member Purcell voted present. **Motion carried.**

A complete copy of Ordinance 17-13 is available in the Office of the County Clerk.

Petition 17-19

Member Davidson made a motion approve Petition 17-19 request by Pulte Group and Dave Hamman to renew the special use permit granted by Ordinance 2004-03 allowing the placement of a commercial off-premise advertising structure (billboard) on the parcel identified as 03-01-127-006 and revoking the special use permit for the placement of a commercial off-premise advertising structure (billboard) on the parcel identified as 03-01-127-004 and located in the 600 block of Route 34 on the east side of the street near the intersection of Route 34 and Hafenrichter (Farnsworth) in Oswego Township. Member Purcell 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 Ordinance 17-14 is available in the Office of the County Clerk.

Petition 17-21

Member Davidson made a motion approve Petition 17-21 request by Tom McNelis for a map amendment rezoning the property identified by parcel identification number 04-15-200-023 located in the 14000 block of Budd Road approximately 0.98 miles from Millbrook Road on the north side of Budd Road in Fox Township from A-1 Agricultural District to R-1 One-Family Residential District. Member Purcell 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 Ordinance 17-15 is available in the Office of the County Clerk.

Petition 17-22

Member Davidson made a motion approve Petition 17-22 - request by Stor-Mor, Inc. (Robert Schneider) for Major Amendments to the Special Use Permit Granted by Ordinance 2016-15 Allowing an Enclosed Self Storage Facility and an Outdoor Storage Facility at 1317 Route 31 (Parcel Identification Numbers 03-07-278-011, 03-07-278-010 and 03-07-278-009) in Oswego Township. Petitioner Requests the Following Amendments:

1. Construct One (1) 1,650 Square Foot Building
2. Construct One (1) 4,300 Square Foot Building
3. Reduce the Number of Vehicles Stored Onsite from Twenty-Nine (29) to Sixteen (16)
4. Amend the Landscaping Plans by Removing the Proposed Vegetation South of the Proposed 4,300 Square Foot Building.

Members discussed the landscaping material to be used and the location of the area to be landscaped.

Member Kellogg 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 Ordinance 17-16 is available in the Office of the County Clerk.

Petition 17-24

Member Davidson made a motion approve Petition 17-24 - request by the City of Plano for a Variance to Section 203.1 of the Kendall County Stormwater Management Ordinance Regarding Applicability of Site Runoff Storage Requirements for the Property Identified by Parcel Identification Number 01-27-276-002 Located in the 800 Block of South Hale Street, Little Rock Township, City of Plano and Owned by the City of Plano and More Commonly Known as Foli Park. Member Gilmour 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 Ordinance 17-17 is available in the Office of the County Clerk.

Petition 17-26

Member Davidson made a motion approve Petition 17-26 request by Charles and Carol Allen for the Revocation of a Special Use Permit Awarded by Ordinance 2007-18 Allowing Agricultural Labor House (Mobile Home) at 3875 Van Dyke Road and Identified by Parcel Identification Number 09-04-300-016 in Seward Township. Member Cullick seconded the motion.

Members discussed the renewal of the special use which is required every year and issues if the special use is not renewed.

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

A complete copy of Ordinance 17-18 is available in the Office of the County Clerk.

Designating Senior Planner

Member Davidson made a motion to designate the Senior Planner as the Zoning Administrator Deputy. Member Cullick seconded the motion.

Members discussed the circumstances where the Zoning Administrator is contacted and circumstances where staff helps individuals.

Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Prochaska who voted nay. **Motion carried 8-1.**

BREAK

RECONVENE

Law, Justice & Legislation

Member Prochaska did not have report.

Administration/HR

Member Cullick stated that they will discuss the health insurance renewal projections at the next meeting.

Highway

Eldamain Road Phase 3 Engineering

Member Kellogg moved to approve the agreement between Kendall County and HR Green to provide Phase 3 engineering services for Eldamain Road – Contract A in the amount of \$722,249.62; said funds to be taken from the Transportation Sales Tax Fund. Member Davidson 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 17-29 is available in the Office of the County Clerk.

Galena Road Preliminary Engineering

Member Kellogg moved to approve the agreement between Kendall County and Engineering Enterprises Inc to provide preliminary engineering services for the Galena Road Corridor Study in the amount of \$65,906; said funds to be taken from the Transportation Sales Tax Fund. Member Gilmour 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 17-30 is available in the Office of the County Clerk.

5 year Surface Transportation Plan

Member Kellogg moved to approve the Kendall County 5 year Surface Transportation Program; 2018-2022. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Facilities

Snow and Ice Removal Contract

Member Kellogg moved to approve the snow and ice removal contract for the Fox St and Route 34 campuses for one (1) year, with two (2) one (1) year extensions in the amount of \$41,500.00 per season with Winninger Excavating Inc. 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 17-31 is available in the Office of the County Clerk.

Paving Contract

Member Davidson moved to approve the paving contract with Builders Paving LLC for the Public Safety Center lot as listed in the FRB dated August 10, 2017 in the amount of \$29,059.00 from line number 010-2-100-9101 including striping. Member Kellogg 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 17-32 is available in the Office of the County Clerk.

Economic Development

Revolving Loan Fund Recapture Strategy

Member Hendrix moved to approve the revolving loan fund recapture strategy. Member Cullick seconded the motion.

Members discussed loaning money to municipalities and the changes that were made since the board last saw the document.

Member Davidson moved to refer the item to the Committee of the Whole meeting. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. Members voting aye include Davidson, Gilmour, Kellogg and Purcell. Members voting nay include Cullick, Flowers, Gryder, Hendrix and Prochaska. **Motion failed 4-5.**

Chairman Gryder asked for a roll call vote on the original motion. Members voting aye include Cullick, Flowers, Gryder, Hendrix and Prochaska. Members voting nay include Davidson, Gilmour, Kellogg and Purcell. **Motion carried 5-4.**

A complete copy of Ordinance 17-19 is available in the Office of the County Clerk.

Manufacturing Day

Member Hendrix moved to approve the proclamation declaring October 6, 2017 as Manufacturing Day. Member Purcell 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 Resolution 17-26 is available in the Office of the County Clerk.

Finance

CLAIMS

Member Cullick moved to approve the claims submitted in the amount not to exceed \$1,564,797.83 and Grand Juror Claims in an amount not to exceed \$ 523.84. Member Davidson seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$38,829.39, B&Z \$4,609.27, CO CLK & RCDR \$1,614.32, ELECTION \$224.74, ED SRV REG \$5,900.17, SHRFF \$23,478.09, CRRCTNS \$12,022.68, MERIT \$1,030.00, EMA \$1,917.48, CRCT CT CLK \$488.92, JURY COMM \$2,632.18, CRCT CT JDG \$6,284.09, CRNR \$456.76, CMB CRT SRV \$12,688.15, PUB DFNDR \$5,789.56, ST ATTY \$6,201.87, SPRV OF ASSMNT \$131.34, TRSR \$1,297.72, UNEMPLY CMP \$19,428.00, EMPLY HLTH INS \$82.50, PPOST \$1,155.00, OFF OF ADM SRV \$287.59, GNRL INS & BNDG \$108.00, CO BRD \$1,231.25, TECH SRV \$16,111.61, CAP EXPND \$450.00, ECON DEV \$40.00, CAP IMPRV FND \$42,497.75, CO HWY \$46,660.43, CO BRDG \$28,332.98, TRNSPRT SALES TX \$774,645.37, HLTH & HMN SRV \$25,113.44, FRST PRSRV \$732.11, ELLIS HS \$905.53, ELLIS BRN \$55.36, ELLIS GRNDS \$106.00, ELLIS RDNG LSSNS \$24.36, SNRSE CNTR \$279.55, ELLIS WDDNGS \$2,350.76, HOOVER \$4,968.03, ENV ED CMPS \$1,327.37, ENV ED NTRL BGNNGS \$606.47, ENV ED LWS OF NTR \$21.94, GRNDS & NTRL RSRCS \$3,819.91, ANML CNTRL EXPS \$398.87, CO RCDR DOC STRG \$5,500.00, DRG ABS EXP \$24.48, HIDTA \$34,933.68, CMSRY FND \$14,963.40, COOK CO REIMB FND \$4,313.56, CRT SEC FND \$3,918.48, LAW LBRY \$2,854.00, CRNR \$1,876.73, PRBTN SRV EXP FND \$9,624.61, GIS \$54.73, KAT \$197,787.83, PUB SFTY \$179,764.00, SHRFF FTA FND \$2,081.49, VAC \$2,164.96, CRNR SPCL FND \$76.50, FP BND PRCD \$9,618.04

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

Coroner Claims

Member Cullick moved to approve the coroner claims in the amount not to exceed \$ 2,409.99. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Purcell who abstained. **Motion carried.**

Uninterrupted Power Supply System

Member Cullick moved to approve an amount not to exceed \$7,000 from Courthouse Restoration fund line 850-2-000-6650 to be used for a larger uninterrupted power supply (UPS) system for the Historic Courthouse instead of adding a backup generator as approved in the FY2017 budget. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Budget Amendment – Treasurer’s Office

Member Cullick moved to approve a budget amendment in the 2017 Fiscal Budget in the amount of \$25,000 from the General Fund Contingency line 0102-037-6999 to the Kendall County Treasurer’s Deputy Salary line 0102-025-6102. Member Davidson 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 Resolution 17-27 is available in the Office of the County Clerk.

Budget Amendment – Administration Office

Member Cullick moved to approve a budget amendment in the 2017 Fiscal Budget in the amount of \$9,000 from the General Fund Contingency line 0102-037-6999 to the Office of Administrative Services Administrative Assistant line 0102-030-6102. Member Gilmour 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 Resolution 17-28 is available in the Office of the County Clerk.

Fund Reclassification – County Board – Settlement, Arbitration and Attorney Fees

Member Cullick moved to approve the reclassification of funds in the amount of \$53,053.76 from the General Fund Contingency line 0102-037-6999 to the County Board – Settlement, Arbitration and Attorney Fees line 0102-032-6582. Member Flowers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Health & Environment

Member Gilmour reviewed the minutes in the packet from the August 21, 2017 meeting.

Committee of the Whole

No report.

STANDING COMMITTEE MINUTES APPROVAL

Member Flowers 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

Olivia Laschober spoke about the number of veteran suicides and informed the board of Veteran Week events they are planning for next year.

Historic Preservation

Member Flowers stated that they are waiting for better conditions to get better pictures of centennial and sesquicentennial homes. They are working on the coordinated meeting scheduled for February 14, 2018. They are also working on an ordinance.

Board of Health

No report.

Boards & Commission Review Ad Hoc

Expiration Extension

Member Prochaska moved to approve the Boards and Commissions Ad Hoc Committee expiration extension to December 31, 2017 from September 30, 2017. 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 8-1.**

OTHER BUSINESS

The Oswego Historic Preservation Committee is looking for members.

Chairman's Report

Appointments

Dr. Ken Kavanaugh – Tuberculosis Board – 2 year term – expires September 2019
Scott Gryder – Oswego Visitors Bureau – 3 year term – expires November 2020

Member Hendrix moved to approve the appointments. Member Kellogg seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

Member Prochaska moved to adjourn the County Board Meeting until the next scheduled meeting. Member 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 21st day of September, 2017.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

Kendall County Clerk				
Revenue Report		9/1/17-9/30/17	9/1/16-9/30/16	9/1/15-9/30/15
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$ 761.00	\$ 865.00	\$ 789.00
	County Clerk Fees - Marriage License	\$ 2,340.00	\$ 2,160.00	\$ 1,890.00
	County Clerk Fees - Civil Union	\$ 30.00	\$ -	\$ -
	County Clerk Fees - Misc	\$ 1,873.00	\$ 2,286.50	\$ 1,715.10
	County Clerk Fees - Recording	\$ 25,779.00	\$ 30,555.00	\$ 26,711.00
01010061205	Total County Clerk Fees	\$ 30,783.00	\$ 35,866.50	\$ 31,105.10
01010001185	County Revenue	\$ 33,856.25	\$ 33,618.00	\$ 33,170.50
38010001320	Doc Storage	\$ 15,242.00	\$ 17,259.00	\$ 16,243.00
51010001320	GIS Mapping	\$ 25,640.00	\$ 29,012.00	\$ 27,407.00
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01010061210	Recorder's Misc	\$ 4,700.00	\$ 7,544.25	\$ 4,264.25
81010001320	RHSP/Housing Surcharge	\$ 13,698.00	\$ 15,570.00	\$ 14,202.00
37210001575	Tax Certificate Fee	\$ 320.00		
37210001576	Tax Sale Fees	\$ 874.00		
37210001577	Postage Fees			
CK # 18313	To KC Treasurer	\$ 128,337.08	\$ 142,515.10	\$ 129,843.32
Death Certificate Surcharge sent from Clerk's office \$908.00 ck # 18311				
Dom Viol Fund sent from Clerk's office \$395.00 ck 18312				

Office of Jill Ferko

Kendall County Treasurer & Collector
111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR TEN MONTHS ENDED 09/30/2017

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2017 YTD Actual</u>	<u>2017 YTD %</u>	<u>2016 YTD Actual</u>	<u>2016 YTD %</u>
Personal Property Repl. Tax	\$370,000	\$345,889	93.48%	\$304,411	74.89%
State Income Tax	\$2,400,000	\$2,326,581	96.94%	\$2,093,403	79.00%
Local Use Tax	\$625,000	\$473,614	75.78%	\$639,879	136.14%
State Sales Tax	\$480,000	\$447,081	93.14%	\$335,751	61.55%
County Clerk Fees	\$330,000	\$333,453	101.05%	\$298,804	83.46%
Circuit Clerk Fees	\$950,000	\$618,478	65.10%	\$728,369	76.67%
Fines & Foreits/St Atty.	\$430,000	\$272,341	63.34%	\$316,894	66.71%
Building and Zoning	\$62,000	\$76,098	122.74%	\$52,561	88.34%
Interest Income	\$37,500	\$84,508	225.36%	\$34,478	114.93%
Health Insurance - Empl. Ded.	\$1,266,058	\$969,957	76.61%	\$939,574	75.16%
1/4 Cent Sales Tax	\$2,920,000	\$2,411,311	82.58%	\$2,356,529	87.34%
County Real Estate Transf Tax	\$396,420	\$364,693	92.00%	\$307,990	77.69%
Correction Dept. Board & Care	\$875,000	\$980,857	112.10%	\$476,060	62.11%
Sheriff Fees	\$255,000	\$180,062	70.61%	\$212,916	59.98%
TOTALS	\$11,396,978	\$9,884,925	86.73%	\$9,097,619	79.73%
Public Safety Sales Tax	\$5,068,000	\$4,204,273	82.96%	\$4,123,630	85.91%
Transportation Sales Tax	\$4,750,000	\$4,204,273	88.51%	\$4,123,630	91.64%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 10 months the revenue and expense should at 83.33%

EXPENDITURES

All General Fund Offices/Categories

\$27,840,244 \$22,090,870 79.35% \$21,240,322 75.43%



KENDALL COUNTY CORONER
— JACQUIE PURCELL —

Description	**	Month: September 2017	Fiscal Year-to- Date	September 2016
Total Deaths		13	256	20/234
Natural Deaths		12	224	18
Accidental Deaths				
Overdose	*	1	12	2
Motor Vehicle		0	5	0
Other		0	3	0
Pending		0	3	0
Suicidal Deaths		0	8	2
Homicidal Deaths		0	1	0
Toxicology		1	29	2/25
Autopsies		1	27	2/17
Cremation Authorizations		7	148	12/133

**

Accidental Death(s) (Overdose)

1. 09/02/2017 – Aurora – 24yo Female, Loperamide Toxicity

PERSONNEL/OFFICE ACTIVITY:

1. Katrina Busa tendered her resignation as a Deputy Coroner.

— 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 October 10, 2017 – Unofficial until approved

CALL TO ORDER

The meeting was called to order by Chairman Bob Davidson at 6:30 p.m.

ROLL CALL

Committee Members Present: Lynn Cullick, Bob Davidson (Chairman), Judy Gilmour and Matt Kellogg (Vice Chairman)

Committee Members Absent: Scott Gryder

Also Present: Matt Asselmeier (Senior Planner), Bill Kunke, Ken Hostert, William Page, Mark Page, Dwain Friehe, Bill Hacker, Sam Ruzick, Thomas Barone, Peter Pasteris, Jackie Kowalski, Mark Antos, Jeff Findlay, John Trotter, Paul Kovacevich and Tom Grant

APPROVAL OF AGENDA

Motion by Member Kellogg to move the request from Tri-Star Development, the bridge issue at 13360 McKanna Road and all of the items listed under Old Business to before New Business, seconded by Member Gilmour. With a voice vote of four ayes, the motion carried.

APPROVAL OF MINUTES

Motion by Member Cullick, seconded by Member Kellogg, to approve the minutes from the September 11, 2017 meeting. With a voice vote of four ayes, the motion carried.

EXPENDITURE REPORT

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

The Committee reviewed the proposed budget for the Planning, Building and Zoning Department for fiscal year 2017-2018. The Committee did not have any questions or comments.

PUBLIC COMMENT

Bill Kunke, Minooka, discussed his concerns about dumping at 15875 Ridge Road. He discussed the matter with Greg Chismark and the impact of the dumping near the waterway. Mr. Chismark agreed to do a study on the issue. Mr. Asselmeier read Mr. Chismark's email on the subject. Mr. Kunke discussed the loss of crops and cost of cleanup if the issue is not addressed. Mr. Kunke reiterated his concerns from the September Planning, Building and Zoning Committee meeting.

PETITIONS

None

NEW BUSINESS

Request from Tri-Star Development to Construct a R-1 Zoned One- Family Residential Subdivision Instead of a RPD Zoned Subdivision in Seward Township

Paul Kovacevich and Tom Grant presented information on a proposed subdivision in Seward Township. A portion of this property was originally planned to be a golf course. Because of the size of the lots and layout of the land, Mr. Kovacevich would like to construct the subdivision using the Subdivision Control Ordinance instead of RPD Zoning. Mr. Kovacevich would like to have larger lots; he believes that the market is lacking a subdivision with this size lots.

Discussion occurred regarding stormwater detention and the creek. Stormwater infrastructure would have to be reviewed based on the topography of the land.

Discussion occurred regarding septic issues. The septic issues will have to be addressed in detail at the time of application.

Member Kellogg suggested moving the driveway west.

Mr. Asselmeier advised Mr. Kovacevich to discuss this proposal with Seward Township and with neighboring property owners. Mr. Grant agreed to these suggestions.

Request for Guidance RE: Bridge at 13360 McKanna Road, Minooka (Bridge Owned by Mark Antos)

Mr. Asselmeier summarized the situation.

Mark Antos stated that late spring or early summer he would move dirt and plant seed. He would like to pour the bridge before it gets too cold.

Jeff Findlay spoke on this matter later in the meeting (8:25 p.m.). He stated that Mr. Antos does not maintain the crossing in the creek and the crossing does not match drawings from 1998. He would like Mr. Antos to have the bridge in the proper location.

John Trotter explained that he would like this issue addressed before next year's crops are damaged.

Chairman Davidson will visit the site.

OLD BUSINESS

Request for Guidance RE: Mobile Home at 1072 Tyler Road

Mr. Asselmeier reported he has been in contact with the property owner and that the property owner agreed to pay the annual renewal fee on October 11th. If the owner does not pay the fee, this matter will be placed on the November Planning, Building and Zoning Committee agenda.

Approval of Public Hearing Signs

Mr. Asselmeier presented the revised public hearing street signs. The consensus of the Committee was that they liked the color; the language did not change from the previous signs. The PBZ Department will order signs with the new color from the Highway Department.

Discussion of Property Maintenance Regulations

Staff provided an email from Brian Holdiman stating that he would like to work on this item during the winter months, if the Committee wanted him to research this topic. Member Kellogg asked what percentage of the complaints came from the Boulder Hill area. A significant percentage of complaints appeared to come from the Boulder Hill area.

Mr. Asselmeier reported that he will attend the Boulder Hill community meeting on October 11th.

Discussion of Banquet Facility at 1998 Johnson Road

Staff provided a copy of the special use permit, three (3) letters on the topic from the property owner and his attorney and several complaints regarding the banquet facility at 1998 Johnson Road. No noise complaints have been reported since the middle of September when Mr. Pasteris installed his new sound system.

Pete Pasteris, owner 1998 Johnson Road, described the sound system he installed. The disc jockeys have to plug into the system. The speakers are over the dance floor. One (1) customer already requested a refund. Mr. Pasteris invited Committee members to the property. He is considering installing permanent, insulated walls.

Thomas Barone, Johnson Road, heard something Saturday night, but he did not call the Sheriff's Department. The noise is less. Mr. Barone requested greater enforcement of the provisions of special use permits.

Request for Guidance RE: Southfield Estates Flooding Issue

Fran Klaas, County Engineer, summarized his findings from the elevation measurements. The infrastructure related items are very close to plan. The Page house was supposed to have a lookout basement instead of a walkout basement. The basement elevation is less than one foot (1') from the height of the overflow. The pond and outlet structure are on private property. Mr. Klaas discussed the issue with Greg Chismark. Mr. Chismark suggested slight modifications to the pond and outlet structure which could be considered pond maintenance and would not need a stormwater permit. Mr. Klaas suggested a slightly bigger outlet pipe and normal water level pipe. Mr. Klaas suggested that the County and Township could be involved. The homeowner is definitely involved.

Dwain Friehe, Cherry Road, asked if an estimated pipe size existed for this project. Mr. Klaas responded that he suggested going from a twenty-four inch (24") pipe to a thirty inch (30") pipe. There is a forty-two inch (42") pipe on Cherry Road. Mr. Friehe indicated that the whole area has water issues. Mr. Friehe suggested creative landscaping and berms; Mark Page said that he examined doing berming, but the hydraulics did not work.

Bill Hacker, Cherry Road, stated that the outlet is on his property. His suggestion was to do maintenance on the pond by removing leaves, tree limbs and debris.

Chairman Davidson expressed concerns that this project is on private property. Member Kellogg expressed similar concerns.

Mark Page, Winchester Court, stated his house was planned to have a walkout basement. He does not want to do any work with the County's approval.

Ken Hostert, Na-Au-Say Township Road Commissioner, said that the structures are not on Road District property. The property was constructed with a walkout basement instead of a lookout basement as planned. Since the County approved the plans and conducted the inspection, he requested that the County increase its standards on review of as-builts. Mr. Hostert complained that the County's tolerance is two feet (2'). He offered to cover one-third (1/3) of the costs of the project if the County and homeowner each provided one-third (1/3) of the cost.

No estimate existed on the cost of the project. Member Cullick expressed concerns regarding not knowing the cost of the project.

The consensus of the Committee was that Mark Page would have the issue studied and give the Committee an estimate on the costs to fix the issue and the Committee would review that estimate.

Village of Millbrook Related Items

Mr. Asselmeier read the memo from Scott Koeppel on the subject. Mr. Koeppel requested a fee to cover the County's auto liability to conduct inspections in Millbrook. Millbrook and Kendall County also have different liability insurance. Mayor Kowalski will forward this information to the Village's insurance provider.

Member Cullick suggested creating an escrow account to cover the deductible.

The consensus of the Committee was that Millbrook should not pay mileage.

The consensus of the Committee was to place the intergovernmental agreement on the October 17th County Board meeting.

Request for Guidance RE: Dumping at 15875 Ridge Road

Mr. Asselmeier read an email from Greg Chismark on the subject. Because the owner disturbed less than one (1) acre of ground, the Kendall County Stormwater Management Ordinance was not applicable. Mr. Chismark indicated that he would be willing to conduct a tributary area review for Two Hundred Dollars (\$200).

The consensus of the Committee was that Mr. Chismark should conduct this review and report the findings at the November Planning, Building and Zoning Committee meeting.

NEW BUSINESS

Request from ZPAC that the Planning, Building and Zoning Committee Amend Petition 17-29 RE: Notification Requirement for Special Use Applications in the A-1 District to a Smaller Notification Distance

Mr. Asselmeier read his memo on the issue. ZPAC requested that the Committee lower the notification distance requirement.

Discussion occurred regarding specific uses that may require additional notification. Member Gilmour expressed concerns that the Committee does not know what uses could be controversial in every neighborhood and every situation.

The consensus of the Committee was to have Staff generate a list of special uses that should have a longer distance requirement, specifically two thousand six hundred feet (2,600') and which uses should have notification requirements of one thousand feet (1,000').

Approval of Fiscal 2017-2018 Meeting Calendar

Mr. Asselmeier presented the proposed meeting calendar for the Planning, Building and Zoning Committee. The meetings in February, October and November will be on Tuesdays.

Motion by Member Gilmour, seconded by Member Cullick, to recommended approval of the fiscal year 2017-2018 meeting calendar.

Ayes (4): Cullick, Davidson, Gilmour and Kellogg
Nays (0): None
Absent (1): Gryder

The motion passed.

Recommendation on 2018 Comprehensive Weed Work Plan

Mr. Asselmeier read his memo on the subject. The County is required to submit a plan to the Department of Agriculture by November 1st.

Motion by Member Gilmour, seconded by Member Kellogg, to recommended approval of the 2018 Comprehensive Weed Work Plan.

Ayes (4): Cullick, Davidson, Gilmour and Kellogg
Nays (0): None
Absent (1): Gryder

The motion passed. This matter will go before the County Board on October 17th.

Review of Commercial Wind Farm Regulations

Mr. Asselmeier reported that Member Kellogg requested a review of the commercial wind farm regulations at the September Committee meeting. Member Kellogg stated that he would look over the regulations.

Motion by Member Cullick, seconded by Member Kellogg, to layover this matter until next month.

Ayes (4): Cullick, Davidson, Gilmour and Kellogg
Nays (0): None
Absent (1): Gryder

The motion passed. This issue will be an agenda item at the November Planning, Building and Zoning Committee meeting.

Approval of Resolution Placing a Noise Warning Statement on the Building Permit Application Form

Mr. Asselmeier read his memo on the subject. The Ad-Hoc Zoning Ordinance Committee recommended approval of the proposal. This matter is on hold pending the composition of the Ad-Hoc Zoning Ordinance Committee.

Clarification of Membership, Chairmanship and Duties of Ad-Hoc Zoning Ordinance Committee, Including Recommendation on Eliminating the Ad-Hoc Zoning Ordinance Committee

Mr. Asselmeier read his memo on the subject.

Member Kellogg stated that he did not want to be on the Ad-Hoc Zoning Ordinance Committee. Member Cullick also stated that she did not want to be on the Ad-Hoc Zoning Ordinance Committee.

Discussion occurred about the direction of the Ad-Hoc Zoning Ordinance Committee. The consensus was that the Ad-Hoc Zoning Ordinance Committee should be abolished and created again in the future, if needed. The Ad-Hoc Zoning Ordinance Committee should meet at the discretion of the Planning, Building and Zoning Committee.

Motion by Member Kellogg, seconded by Member Gilmour, to recommend eliminating the Ad-Hoc Zoning Ordinance Committee.

Ayes (4): Cullick, Davidson, Gilmour and Kellogg
Nays (0): None
Absent (1): Gryder

The motion passed. This matter will be placed on the October 17th County Board Agenda.

Approval of Initiating Text Amendments to Section 13 of the Kendall County Zoning Ordinance Pertaining to the Powers and Duties of the Kendall County Regional Planning Commission

Mr. Asselmeier read his memo on the subject. The consensus of the Committee was to wait with acting on this item until the Ad-Hoc Boards and Commissions Review Committee issues its report.

Approval of Initiating Text Amendments to Sections 3 and 13 of the Kendall County Zoning Ordinance Pertaining to the Powers and Duties of the Zoning and Platting Advisory Committee (ZPAC)

Mr. Asselmeier read his memo on the subject. The consensus of the Committee was to wait with acting on this item until the Ad-Hoc Boards and Commissions Review Committee issues its report.

Approval of Initiating Text Amendments to Section 13 of the Kendall County Zoning Ordinance Transferring the Review of Special Use Applications from the Special Use Hearing Officer to the Zoning Board of Appeals

Mr. Asselmeier read his memo on the subject.

Motion by Member Davidson, seconded by Member Kellogg, to recommend initiating text amendments to Section 13 of the Kendall County Zoning Ordinance transferring the review of special use applications from the Special Use Hearing Officer to the Zoning Board of Appeals.

Ayes (3): Davidson, Gilmour and Kellogg
Nays (1): Cullick
Absent (1): Gryder

The motion passed.

Request for Guidance RE: Conditional Use Permits

Mr. Asselmeier read his memo on the subject. The State's Attorney's Office believes that conditional uses should be either permitted or special uses because State law does not give Counties the authority to have conditional uses. The consensus of the Committee was to place this item on the November Planning, Building and Zoning Committee agenda.

Request for Guidance RE: Proposed Ordinance Amending the Code Hearing Unit Regulations (Should These Regulations be Part of the Zoning Ordinance?)

Mr. Asselmeier read his memo on the subject and expressed concerns about placing the Code Hearing Unit Regulations inside the Zoning Ordinance because of unforeseen consequences of the definitions section. The Kendall County Regional Planning Commission will consider initiating this text amendment. The consensus of the Committee was to place this item on the November Planning, Building and Zoning Committee agenda.

UPDATE FOR HISTORIC PRESERVATION COMMISSION

The Historic Preservation Commission will be holding a meeting with other historic preservation groups in the County on February 21st at 7:00 p.m. at the Historic Courthouse. The purpose of the meeting is to discuss the activities of these groups.

REVIEW PERMIT REPORT

The Committee reviewed the permit report.

REVIEW REVENUE REPORT

The Committee reviewed the revenue report. Revenues are higher from this time last year.

CORRESPONDENCE

Correspondence Related to Churchill Club Stormwater Issue

Mr. Asselmeier read the emails and letter on this matter. The Village of Oswego is leading the investigation of this issue and sent a violation letter to the owner.

August 31, 2017 Letter from Kathleen Miller to Roy Mosley RE: City of Plano Stormwater Management Ordinance Variance Request at 509 W. Main Street, Plano

Mr. Asselmeier read the letter. MTH is pursuing a variance to the City of Plano's Stormwater Management Ordinance in order to construct a parking lot at the property. If Plano approves the variance, the applicants will pursue a variance to the County's Stormwater Management Ordinance.

PUBLIC COMMENT

None

COMMENTS FROM THE PRESS

None

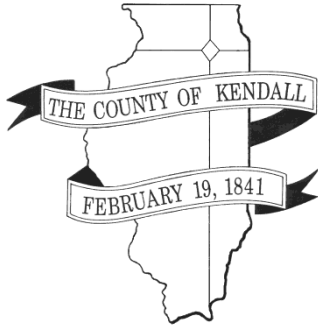
EXECUTIVE SESSION

None

ADJOURNMENT

Member Cullick motioned to adjourn, seconded by Member Gilmour. With a voice vote of four ayes, Chairman Davidson adjourned the meeting at 9:31 p.m.

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



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 316

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: County Board
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: October 11, 2017
Re: 2018 Comprehensive Noxious Weed Work Plan

Per the Illinois Noxious Weed Law, Kendall County is required to submit a Comprehensive Noxious Weed Work Plan to the State by November 1st.

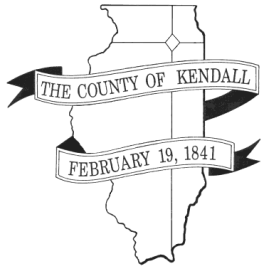
Staff has prepared a proposed plan which we believe meets the minimum requirements of State law. A copy of the proposed plan is included for your review.

The Planning, Building and Zoning Committee reviewed this proposal at their October 10th meeting and unanimously recommended that this proposal be forwarded to the County Board.

If you have any questions, please let me know.

MHA

ENC: Proposed 2018 Comprehensive Noxious Weed Work Plan



**KENDALL COUNTY
COMPREHENSIVE NOXIOUS WEED WORK PLAN
2018**

As required by the Illinois Noxious Weed Law (505 ILCS 100), the County of Kendall submits the following Comprehensive Work Plan for calendar year 2018.

Kendall County shall engage in the following activities:

1. Continuously work with residents, property owners, municipalities, townships, other counties, and Federal and State agencies to identify, investigate, control and eliminate noxious weeds found within the County.
2. In the event that the location of a noxious weed is reported on private property or property not owned by Kendall County, the County shall forward the complaint to the local municipality and/or township. The local municipality and/or township shall be the lead agency for investigating and resolving the issue. The municipality or township shall follow applicable laws to resolve the issue.
3. Monitor County owned properties and rights-of-way as part of general property maintenance. If noxious weeds are found on County owned property, the County shall take steps to eradicate the weeds and include the information in its annual noxious weed report to the State.
4. Work with local municipalities and townships to track and report noxious weed allegations and incidents for inclusion in the annual noxious weed report to the State. The County will ask each municipality and township for a summary of activities related to the eradication of noxious weeds for inclusion in the annual noxious weed report to the State.
5. Publish the General Notice at least one time annually in a newspaper of general circulation in Kendall County. The General Notice shall be published in the first quarter of the year upon approval of the County Board.
6. Advise persons responsible for controlling and eradicating noxious weeds of the best and most practical methods for noxious weed control and eradication.
7. Complete applicable reports as required by State law.

This Comprehensive Work Plan was approved by the Kendall County Board on October 17, 2017.

Respectively Submitted,

Scott R. Gryder
Kendall County Board Chairman

Date

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

THIS AGREEMENT, made this ____ day of October, 2017 by and between the VILLAGE OF MILLBROOK, a body corporate and politic, and the COUNTY OF KENDALL, a body corporate and politic, WITNESSETH:

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

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

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

WHEREAS, the Village of Millbrook adopted a Comprehensive Plan on August 22, 2009, and

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

WHEREAS, the parties desire to continue that relationship,

NOW, THEREFORE, it is hereby agreed as follows:

- 1) The above recitals are incorporated by reference as if fully set forth herein.
- 2) That the Village of Millbrook has by ordinance duly adopted the Zoning Ordinance of the County of Kendall, the Building Code of the County of Kendall, the Comprehensive Plan of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, the Countywide Stormwater Management Ordinances as its own and further agrees that any subsequent text amendments to said ordinances and plans as may be adopted by Kendall County from time to time shall be adopted and incorporated by the Village of Millbrook as its own.

3) That for the consideration of \$1 the receipt and sufficiency of which is hereby acknowledged, the County of Kendall agrees to continue administering the County Ordinances for the Village of Millbrook as described in Paragraph (2) above and in accordance with the procedures attached hereto as Exhibit A and incorporated herein by reference all of which have been duly adopted by the Village of Millbrook, and apply them to all properties located within the municipal boundaries of the Village of Millbrook.

4) In addition to the consideration set forth in Paragraph 3 above, the Village of Millbrook shall be responsible for all costs associated with the enforcement of the Zoning Ordinance of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, and the Countywide Stormwater Management Ordinance for cases within the boundaries of the Village of Millbrook. At the written request of the Village of Millbrook, Kendall County shall provide an estimated cost for investigating individual alleged violations. Upon approval of the cost estimate by the Village of Millbrook, Kendall County will conduct the necessary investigation and bill the Village of Millbrook accordingly. The Village of Millbrook shall reimburse the County of Kendall for any actual costs incurred acting on behalf of the Village of Millbrook as provided herein.

5) The Village of Millbrook shall defend with counsel of the County's own choosing, indemnify and hold harmless the County of Kendall, its past, present, and future board members, elected officials, insurers, employees and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto including, but not limited to, attorney's fees and other legal expenses which the County, its board members, elected officials, insurers, employees and/or agents may sustain, incur or be required to pay arising in any manner out of the County's performance or alleged failure to perform its obligations pursuant to the Agreement.

6) That the Village of Millbrook shall secure, pay for and maintain throughout the period during which services are provided under this Agreement, general liability insurance with minimum limits of coverage equal to or greater than those limits maintained by the Village on the date of the execution of this agreement attached hereto as Ex. B and incorporated herein by reference. The Village's general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by the County or the County's employees, arising out of the County's performance or alleged failure to perform its obligations pursuant to this Agreement. The Village's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the County upon execution of this Agreement. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the County at least ninety (90) days in advance of such modification or cancellation. The Village shall furnish a copy of its insurance policies for examination by the County at any time upon demand of the County.

7) Kendall County shall maintain auto liability coverage for all County owned vehicles used by the County to perform its obligations pursuant to this Agreement. However, the Village of

Millbrook shall pay the full cost of the deductible incurred by the County for any auto insurance claims arising out of or related to the County's performance of its obligations pursuant to this Agreement.

8) That this Agreement shall be for a term of one (1) year, commencing on the date of execution hereof, subject to annual renewal by the parties at least 30 days before the anniversary date each year, said renewal to be in writing.

9) This Agreement may be terminated by either party upon 30 days' written notice to the other party.

10) 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.

11) 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.

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

13) 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.

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

Kendall County Administrator
111 West Fox Street
Yorkville, Illinois 60560

Village of Millbrook
PO Box 51
Millbrook, Illinois 60536

VILLAGE OF MILLBROOK

COUNTY OF KENDALL

BY: _____
Village President- Jackie Lemmerhirt

BY: _____
Chairman of Kendall County Board

ATTEST: _____
Village Clerk

ATTEST: _____
Kendall County Clerk

Exhibit A

Procedure for Processing Zoning & Subdivision Cases For The Village Of Millbrook Under County/Municipal Intergovernmental Agreement

Under the terms of the intergovernmental Agreements executed between the Village of Millbrook and Kendall County, the County PBZ staff as well as the Kendall County ZPAC, Concept Review Committee, Regional Planning Commission, Zoning Board of Appeals, and Hearing Officer will serve as the municipal staff and the municipal recommending bodies in providing the Village Board with recommendations on applications for zoning map amendments, Special Uses, subdivision plat approvals and zoning variance requests involving properties within the corporate boundaries or proposed for annexation into the corporate boundaries of these two municipalities. In each instance, the Village Board of the municipality shall be responsible for acting on the recommendations supplied and adopting any related ordinances approving such requests. The following outline shall be followed when filing and processing such applications:

1. Pre-Application Meeting:

Prior to the submission of any applications, the petitioner shall schedule a joint “pre-application” meeting with County staff and representatives of the affected municipality to review the proposed request and provide preliminary feedback as well as guidance regarding the steps involved in the processing of the application.

2. Filing of an Application:

- a.) Using the applicable application forms and handouts provided by the County, the petitioner will submit the requisite number of copies of application and supporting documents and plans along with all required fees to the Kendall County Planning Building and Zoning Department (PBZ).
- b.) Simultaneous to that filing, the applicant shall forward an original copy of the application forms along with a copy of all related plans and supporting documents to the Village Clerk of the affected municipality for creation of the Village’s Official file on the matter.

3. Review and Processing of Zoning Map Amendments and Special Uses:

- a.) Zoning Map Amendments and Special Uses, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County’s ZPAC Committee, representatives from the affected municipality will be invited to participate as sitting members of the committee.
- b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
- c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the affected Village Clerk for

Exhibit A

- filing of the report and posting of the agenda in an approved municipal location.
- d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.
 - e.) All notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
 - f.) The County shall forward copies of the agenda, staff report and minutes of the ZPAC meeting to KCRPC as well as the Clerk of the affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion the Official Village file.
 - g.) The County shall post copies of the agenda as required per County policies.
 - h.) The Village Clerk shall also be responsible for posting of the agenda in an approved municipal location.
 - i.) Following review and recommendation by the Regional Plan Commission, petitions involving a zoning map amendment shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the zoning matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action..
 - j.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
 - k.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
 - l.) The County shall forward copies of the agenda, staff report and copy of the minutes of the KCRPC meeting to the ZBA as well as to the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
 - m.) The County shall post copies of the ZBA agenda as required per County policies. The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
 - n.) If the application involves a request for a Special Use, the petition shall be forwarded to the next available meeting of the Kendall County

Exhibit A

Special Use Hearing Officer (SU/HO) for the conduct of the formal Public Hearing on the Special Use as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.

- o.) All required notices required per State Statute and the County Zoning Ordinance shall be mailed and posted prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- p.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- q.) The County shall forward copies of the agenda, staff report and minutes of the KCRPC meeting to SU/HO as well as the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- r.) The County shall post copies of the agenda as required per County policies.
- s.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- t.) Following review and recommendation by the ZBA and/or the SU/HO, PBZ staff will forward to the appropriate Village Board a report summarizing all of the recommendations and actions taken by each of the review and recommending bodies along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- u.) Along with the report, PBZ staff will prepare a draft ordinance approving the requested map amendment or Special Use for action by the Village Board. The summary report and draft ordinance in addition to a copy of the minutes of the ZBA and/or SU/HO meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
- v.) In the event a related annexation hearing is required, the Clerk shall coordinate with the applicant to insure proper notice has been supplied and shall be responsible for the preparation and posting of Board's Agenda.
- w.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- x.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

4. Review and Processing of Preliminary and Final Subdivision Plats:

Exhibit A

- a.) Preliminary and/or Final Plats, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County's ZPAC Committee, representatives from the affected municipality will be invited to participate as sitting members of the committee.
- b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
- c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the ZPAC members and the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.
- d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.
- e.) All required notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner.
- f.) The County shall forward copies of the agenda, staff report and a copy of the minutes of the ZPAC meeting to the KCRPC as well as the Clerk of affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion the Official Village file.
- g.) The County shall post copies of the agenda as required per County policies.
- h.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- i.) Following review and recommendation by the KCRPC, PBZ staff will prepare a report to the appropriate Village Board summarizing all of the recommendations and actions taken by each of the review and recommending bodies.
- j.) In addition to the summary the report, PBZ staff will prepare a draft ordinance approving the requested Preliminary and/or Final Plat for action by the Village Board. The summary report and draft ordinance ***shall NOT be forwarded*** to the appropriate Village Clerk for scheduling of the matter for action by the Village Board ***until such time as formal approval of the related preliminary and/or final engineering plans and or other supporting documents or agreements has been granted.***
- k.) Once these approvals are received, PBZ staff will forward the summary report and draft ordinance in addition to a copy of the minutes of the KCRPC meeting to the appropriate Village Clerk along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- l.) The Village Clerk shall then schedule the matter for action by the Village Board and prepare the related agendas for posting.

Exhibit A

- m.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- n.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

5. Review and Processing of Zoning Variance:

- a.) Zoning Variances shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- b.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- c.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- d.) The County shall prepare and forward copies of the agenda and staff report to the ZBA as well as the Clerk of affected municipality for filing along with copies of any related plans, documents or supporting information submitted to the county by the petitioner in support of the application.
- e.) The County shall post copies of the agenda as required per County policies.
- f.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- g.) Following review and recommendation by the ZBA, the PBZ staff will forward a report summarizing the findings and recommendations made by ZBA along with copies of any related plans, documents or supporting information submitted to the county by the petitioner in support of the application. Along with the report, PBZ staff will prepare a draft ordinance approving the variance for action by the Village Board.
- h.) The summary report, draft ordinance and minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
- i.) The Village Clerk shall be responsible for the preparation and posting of Board's Agenda.
- j.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- k.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

COUNTY OF KENDALL, ILLINOIS
ADMINISTRATION HUMAN RESOURCES COMMITTEE
Meeting Minutes
Wednesday, October 4, 2017 at 5:15p.m.

CALL TO ORDER - Committee Chair Lynn Cullick called the meeting to order at 5:22p.m.

ROLL CALL

Attendee Name	Status	Arrived	Left Meeting
Judy Gilmour		5:27p.m.	
Matthew Prochaska	Here		
Lynn Cullick	Here		
Elizabeth Flowers	Present		8:40p.m.
John Purcell		5:25p.m.	7:50p.m.

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

Others Present: Bob Jones, Scott Koeppel, Mike Neuenkirchen

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES – September 20, 2017

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

CBIZ Update – Jim Pajauskas provided a brief review of the United Health Care (UHC) claims review, the prior year claims history, the financial exhibit, the dental claims review, and updated the committee on the final proposed renewal offer from UHC, the option of including the dental with the UHC package for an additional one-percent discount on the healthcare options.

Mr. Pajauskas reviewed the various proposed plan options for the 2018 renewal with the committee, and other possible options for additional cost savings, as well as Dental plan options, and Life/AD & D renewal options.

Wine Sergi Update – Rich Ryan updated the committee on the proposed ICRMT Property, Liability, Workers Compensation Limits, Retention, and Deductibles.

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

Treasurer's Office – Chief Deputy Treasurer Bob Jones reported that Employee Benefit Fairs have tentatively been scheduled for Wednesday, November 8, and Thursday, November 9, 2017, and will probably take place in the Public Safety Center, Historic Courthouse and Health & Human Services buildings.

PBZ – Scott Koeppel asked Rich Ryan to explain the levels of liability insurance that the County and the Village of Millbrook currently have, regarding the zoning inspections performed by County employee Brian Holdiman for the Village.

Mr. Koeppel stated that Millbrook has finally accepted the agreement that the County State's Attorney has drafted. Mr. Koeppel stated that Auto Insurance cannot be purchased by Millbrook for the County employee, but the County can charge the Village for the portion of Auto Insurance used for inspections within the Village. Mr. Koeppel will continue to update the committee as things progress.

COMMITTEE BUSINESS

- *Approval of Resolution Authorizing Execution for Financial Assistance from the Regional Transportation Authority Under Section 5310 of the Federal Transit Act* – Mike Neuenkirchen, Kendall Area Transit Director briefed the committee on the RTA Section 5310 Financial Assistance which he stated would bring in approximately \$250,000 over the last two years. Member Purcell made a motion to forward the resolution to the County Board for approval, second by Member Prochaska. **With five members voting aye, the motion carried.**
- *Approval of Bids for K.A.T. Bus #7 for \$2,000. and K.A.T. Bus #2 for \$1,200.* – Member Gilmour made a motion to forward to the County Board for approval the bidding of Kendall Area Transit buses # 7 for \$2,000., and Bus #2 for \$1,200., second by Member Flowers. **With five members voting aye, the motion carried.**

The Admin HR Committee took a recess at 7:31p.m. to allow the Forest Preserve Operations Committee to conduct business for the scheduled 6:30p.m. meeting

The Admin HR Committee reconvened at 8:04p.m.

- *Discussion of Request for Qualifications (RFQ) or Bid for Insurance Brokerage and Risk Management Consultant Services* – Member Cullick stated that this issue has been discussed numerous times and at several committees. Ms. Cullick said that the State's Attorney's Office has issued several opinions on the issue to Chairman Gryder and Vice Chair Cullick that the County is in direct violation of the law by not conducting sealed bidding for Insurance Brokerage and Risk Management Consultant Services for this year. Discussion on the key issues of conducting a sealed bid, the loss of power of negotiating for the lowest bid, renewals that have already been negotiated, defining professional services, and the lack of time to conduct a sealed bid. Further discussion on how to proceed for the current year, the

unique situation of union and non-union employees participating in the health insurance plans, and preparing for the future years of bidding for Insurance Brokerage and Risk Management Consultant Services. **Member Prochaska made a motion to forward the item to the October 11, 2017 Committee of the Whole meeting, second by Member Flowers. With four members voting aye, the motion carried.**

- *Review of Employee Handbook Revisions* – Item tabled to a future meeting

ITEMS FOR COMMITTEE OF THE WHOLE

- *Discussion of Request for Qualifications (RFQ) or Bid for Insurance Brokerage and Risk Management Consultant Services*

ACTION ITEMS FOR OCTOBER 17, 2017 COUNTY BOARD AGENDA

- *Approval of Resolution Authorizing Execution for Financial Assistance from the Regional Transportation Authority under Section 5310 of the Federal Transit Act*
- *Approval of Bids for K.A.T. Bus #7 for \$2,000. and K.A.T. Bus #2 for \$1,200.*

PUBLIC COMMENT – None

EXECUTIVE SESSION – Not needed

Member Flowers left the meeting at 8:40p.m.

To ensure there was a quorum to conduct meeting business, Member Cullick appointed Board Member Audra Hendrix to fill the vacancy left by Member Flowers, second by Member Gilmour. Motion carried.

MEETING ADJOURNMENT

Motion: Member Hendrix Second: Member Gilmour RESULT: Approved with a Unanimous Voice Vote

This meeting was adjourned at 8:45p.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2017-__

**RESOLUTION APPROVING THE SECOND AMENDMENT TO THE
KENDALL COUNTY COURT APPOINTED SPECIAL ADVOCATE LEASE
AGREEMENT**

WHEREAS, on January 1, 2016, the County of Kendall, Illinois ("County") entered into a Lease Agreement (hereinafter referred to as "the Lease") with Tenant, the Kendall County Court Appointed Special Advocate (hereinafter referred to as "Tenant"), a true and correct copy of said Lease is attached hereto as **Exhibit 1(A)**; and

WHEREAS, on September 5, 2017, the County and Tenant entered into a First Amendment to the Lease, a true and correct copy of said First Amendment is attached hereto as **Exhibit 1(B)**; and

WHEREAS, after the execution of the First Amendment to the Lease, Tenant has requested approval from the County to hold an event called "the Kendall County Food Truck Festival" on Saturday, October 21, 2017 from 11:00 a.m. to 3:00 p.m. in the parking lot of the Kendall County Health and Human Services Building (hereinafter referred to as the "Event");

WHEREAS, pursuant to Article 5 of the Lease, the parking lot where Tenant requests the Event to be held is a "common area", which is under the exclusive control of the Landlord;

WHEREAS, the County finds it is in the best interests of the citizens of Kendall County, Illinois and the Tenant to grant Tenant approval to hold the Event in the parking lot of the Kendall County Health and Human Services Building on October 21, 2017 and, therefore, agrees to amend the Lease to authorize Tenant to hold the Event in said location; and

NOW, THEREFORE, BE IT RESOLVED, this County Board of Kendall County, Illinois the following:

1. The above recitals are incorporated as if fully set forth herein.
2. The Second Amendment to the Lease, which is attached hereto as **Exhibit 1**, is hereby approved in its entirety.
3. The Chairman of the Kendall County Board is hereby authorized to execute the Second Amendment to the Lease attached hereto as **Exhibit 1**.

Approved and adopted by a majority vote of the County Board of Kendall County, Illinois,
this ____ day of _____, 2017.

Attest:

Scott Gryder, Chairman
County Board

Debbie Gillette
County Clerk

_____ Ayes
_____ Nays
_____ Absents

EXHIBIT 1

SECOND AMENDMENT TO THE KENDALL COUNTY
COURT APPOINTED SPECIAL ADVOCATE LEASE AGREEMENT

The Landlord, the County of Kendall, Illinois ("County") and the Tenant, the Kendall County Court Appointed Special Advocate ("Tenant"), hereby enter into this Second Amendment to the Kendall County Court Appointed Special Advocate Lease Agreement ("Second Amendment") and agree as follows:

1. On January 1, 2016, the County entered into a Lease Agreement with Tenant ("the Lease"), a true and correct copy of which is attached hereto as **Exhibit 1(A)**.
2. On September 5, 2017, the County entered into a First Amendment to the Lease with Tenant, a true and correct copy of which is attached hereto as **Exhibit 1(B)**.
3. The terms of the Lease and the First Amendment to the Lease, unless expressly modified by this Second Amendment, remain binding and enforceable by and against the County and Tenant.
4. By agreement of the County and Tenant, the following Article 22 is hereby added to the Lease:

22. KENDALL COUNTY FOOD TRUCK FESTIVAL ON OCTOBER 21, 2017

1. Landlord authorizes Tenant to hold a one-day event called "The Kendall County Food Truck Festival" in the parking lot of the Kendall County Health and Human Services Building (hereinafter referred to as the "Event"). By signing below, Tenant and Landlord affirm their understanding that the Event includes various food truck vendors; a beverage tent with apple cider, coffee, pop and water; a DJ playing family friendly music; and a "Touch a Truck" station.
2. The Event shall be held on Saturday, October 21, 2017 from 11:00 a.m. to 3:00 p.m. in the parking lot of the Kendall County Health and Human Services Building. Guests attending the event may park in the public parking lot of the Kendall County Courthouse.
3. As Tenant is the sole sponsor of the Event, Tenant shall bear sole responsibility for all Event costs.
4. The Event shall not feature any of the following: firearms, mechanical rides or devices, water hazards (e.g., swimming, boating or fishing), hayrides, corn mazes, haunted houses, pumpkin patch exposures, and/or fireworks.
5. Tenant shall ensure its Event complies with all local ordinances and applicable state and federal laws.
6. There shall be no sale and/or consumption of alcoholic beverages on Landlord's property.

7. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees that Landlord Parties shall not be liable for any injury to or death of persons or damage to property that occurs arising from or relating to the Event. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Landlord Parties harmless against and from any and all Claims arising from or relating to the Event, except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 22.6 shall survive the expiration or earlier termination of this Lease.
8. At least three (3) business days before the Event occurs, Tenant shall deposit with Landlord a certificate evidencing that Tenant has obtained comprehensive special events liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 aggregate for the Event. Kendall County shall be named as an Additional Insured on a Primary and Non-contributory basis with respect to all special events liability coverage. Further, the special events liability insurance policy must include a waiver of subrogation in favor of Kendall County. Kendall County shall be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of Tenant's obligation to maintain the special events insurance required under this Article. The insurance required under this Article does not represent that coverage and limits will necessarily be adequate to protect Tenant, nor be deemed as a limitation of Tenant's liability to Kendall County.
9. Tenant may use Landlord's dumpsters located behind the Kendall County Health and Human Services Building.
10. Tenant shall provide, at Tenant's cost, portable restrooms for all guests attending the Event. Tenant may have the portable restrooms delivered and placed at the Event location on Friday, October 20, 2017.
11. Set up for the Event may begin at any time on Saturday, October 21, 2017. Tenant must clean up immediately after the completion of the Event and shall return the property to Landlord in good condition and repair no later than 9:00 a.m. on Sunday, October 22, 2017. Tenant shall be responsible for all set up and clean up costs.
12. For security reasons, only staff employed by the Tenant, Landlord and the Kendall County Health Department will be permitted access inside the Kendall County Health and Human Services Building on Saturday, October 21, 2017.
13. Tenant shall secure and shall be responsible for the cost and implementation of all traffic control measures necessary for the Event.

- 14 Tenant shall ensure that all of its food and beverage vendors comply with the following terms and conditions:
- a. The food truck and beverage vendors must secure all necessary licensing and permitting necessary to prepare and serve food and beverage at the Event.
 - b. The food truck and beverage vendors shall not engage in any food preparation and/or cooking on-site outside of the food truck (e.g., no grills brought out and cooking beside the truck).
 - c. All water and power must be self-contained in the food trucks.
 - d. Food trucks should be reasonably spaced in Landlord's parking lot so the trucks do not cause damage to Landlord's property and do not create a public safety hazard in the case of fire or evacuation. If Tenant has any questions or concerns regarding the placement of the food trucks and/or beverage stands, Tenant shall contact Landlord's Facilities Management Director, Jim Smiley, for assistance.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized representatives on the date signed.

**Kendall County Court Appointed
Special Advocate**

Kendall County, Illinois

Date: _____

Date: _____

Attest: _____
Kendall County Clerk

EXHIBIT 1(A)
THE LEASE BETWEEN COUNTY AND TENANT
EXECUTED ON JANUARY 1, 2016

16AM 16-15

Kane County Office of Community Reinvestment, Workforce Development Division Lease Agreement

This Lease Agreement (Lease) is made and entered into as of January 1, 2016 (the Effective Date), by and between the Landlord, the County of Kendall (hereinafter referred to as "County") and the Tenant, the Kane County Office of Community Reinvestment, Workforce Development Division (formerly known as Kane County Department of Education and Employment).

1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as "Landlord") hereby leases to Kane County Office of Community Reinvestment, Workforce Development Division (hereinafter referred to as "Tenant") and Tenant hereby leases from the Landlord the premises, being the office numbers 221, 223, & 225 located on the second floor of the Kendall County Health and Human Services Building, located at 831 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately twelve hundred (1200) square feet (hereinafter referred to as "Premises"), for the purpose of the Tenant providing job seekers with access to job search and labor market information, employment counseling and support along with education and skills training for the residents of Kendall County. Said Premises are shown on Exhibit A hereto and excludes all common spaces as defined herein.

1.2 Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the use of any space between the ceiling of the Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant's use of the Premises).

2. TERM.

2.1 Term. The Initial Term of this Lease shall be for the period of one (1) year commencing on January 1st, 2016 and terminating on the last day of December, 2016. "Lease Term" or "Term" shall mean the Initial Term and any exercised Option Periods (as defined in Section 2.2 below).

2.2 Option Periods. Provided (a) Tenant has not during the Term been in default in the payment of Rent and Tenant is then occupying the Premises, Tenant may extend the Initial Term for two, successive, one year option periods by giving notice of exercise thereof (Option Notice) to Landlord at least 60 days before the expiration of the term of the lease or, in the event of the second, one year option, 90 days before the expiration of the first, one year option period. If Tenant delivers a valid Option Notice, the Term shall thereby be extended on all the terms and provisions contained in this Lease.

2.3 Renovation of Premises by Landlord. The parties agree that that Landlord will not perform any renovation work to the premises prior to the tenant taking possession. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof, that Tenant accepts the condition of the Premises.

2.4 Termination of Lease Agreement. Either party may terminate this Lease upon sixty (60) day written notice to the other party. All obligations outstanding at that time of termination shall survive the Lease. Both parties may agree in writing to termination of the Lease and waive the sixty (60) day written notice requirement.

3. RENT

3.1 **Rental Payment.** Tenant shall pay to Landlord Rent for said Premises in the amount of \$9600.00 per year, with the year start date commencing on January 1st, 2016, for a total of one (1) year from the date of the lease. Tenant shall make monthly rental payments in the amount of \$800.00, commencing on January 1st, 2016 and each full payment shall be made by the first day of the month thereafter.

3.2 **Security Deposit.** No security deposit will be required as part of this lease.

3.3 **Fair Market Value.** The Landlord and Tenant agree that the fair market value for the rental of the premise is as set forth above in section 3.1.

4. PROPERTY

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixtured items, purchased by either the Tenant or the Landlord either prior to or during the term of this Lease shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this agreement unless agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods. Landlord is not responsible for providing any personal property, equipment, furniture or other non-fixtured items to the Tenant.

5. COMMON AREA.

5.1 **Common Area.** "Common Area" is defined as all areas and facilities within the Kendall County Health and Human Services Building not appropriated to the occupancy of Tenant (The area of occupancy of the Tenant is shown in Exhibit A), and facilities, utilities, or equipment outside the Kendall County Health and Human Services Building which serve the Kendall County Health and Human Services Building or any other County facility or property, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in the Kendall County Health and Human Services Building that may from time to time exist. Common Areas shall include the roofs and exterior walls of buildings in the Kendall County Health and Human Services Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals.

5.2 **Common Area Expenses.** The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Kendall County Health and Human Services Building and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

5.3 Control of the Common Area. Landlord and the Kendall County Health Department shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Kendall County Health and Human Services Building without Tenant's consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Health Department for the Kendall County Health and Human Services Building. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area only for normal activities: parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Kendall County Health and Human Services Building. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of the Tenant. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Health and Human Services Department and subject to their rules and regulations.

6. REAL PROPERTY TAXES.

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord, the Kendall County Health Department, and any parties designated by Landlord as additional insureds. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, January 1st, 2016 and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Tenant's Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Kendall County Health and Human Services Building. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than \$2,000,000.00 per occurrence for bodily injury, including death, and person injury, \$1,000,000.00 per occurrence property damage insurance. Tenant's coverage shall be primary insurance as respects Landlord, its officers, agents, and employees. Any insurance or self-insurance maintained by Landlord shall be excess of the Tenant's insurance and shall not contribute with it.

Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.3 **Tenant's Other Insurance.** Tenant shall maintain special form property coverage, with sprinkler leakage, vandalism, and malicious mischief endorsements on all of Tenant's fixtures, including tenant improvements and betterments, equipment, and personal property on the Premises, in an amount not less than 100 percent of their full guaranteed replacement value, the proceeds of which shall, as long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain workers' compensation insurance in accordance with the laws of the State of Illinois in which the Premises are located and employer's liability insurance with a limit of not less than \$1,000,000.00 each accident.

7.4 **Waiver of Subrogation.** Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.5 **Indemnification and Waiver by Tenant.** To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its officers, directors, and employees nor Landlord's employees, agents, representatives, and contractors, nor Kendall County Health Department, its officers, directors, employees, agents, representative, and contractors, and each of their successors and assigns (each, "Landlord Party" and collectively "Landlord Parties") shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees (collectively referred to herein as "Claims") arising from or relating to (a) Tenant's use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant's agents, employees, officers, directors, contractors, and invitees (each, "Tenant Party" and collectively "Tenant Parties"), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease.

8. USE.

8.1 The Premises shall be used for the Tenant to provide job seekers with access to job search and labor market information, employment counseling and support along with education and skills training for the residence of Kendall County during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.

8.2 Landlord shall have the authority to make modification and improvements to the Kendall County Health and Human Services Building, including the Premises, as deemed necessary to accomplish its statutory functions.

8.3 Access to the Premises by the Tenant shall be limited to the normal business hours of the Kendall County Health and Human Service Building for general public access.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant's Obligations. Subject to the foregoing, Tenant shall keep and maintain in good condition the Premises.

9.2 Landlord's Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Kendall County Health and Human Services Building including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant's fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations.

9.5 Cleaning. The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.

9.6 Technical Support. Tenant is responsible, at its own cost, to provide any technical or mechanical support to repair or replace any electrical, mechanical, or computer equipment purchased by Tenant for use on said Premise.

10. UTILITIES.

10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term, with the exception of telephone lines dedicated specifically for handling of Kane County Department of Education and Employment telephone calls, which shall be paid by the Tenant.

10.2 Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10.3 Landlord's Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of

utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Kendall County Health and Human Services Building.

11. MECHANICS LIENS.

11.1 Tenant shall keep the Premises and the Kendall County Health and Human Services Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall defend with counsel of Landlord's choosing, indemnify and save Landlord free and harmless from and against any Claims arising from or relating to the same.

12. DEFAULTS, REMEDIES.

12.1 **Tenant's Default.** Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease; or (d) if Tenant files a petition or institutes any proceedings under the Bankruptcy Code.

12.2 **Remedies in Default.** In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises and recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

12.3 At the termination of the Lease Term, by lapse of time or otherwise, Tenant will yield immediate possession of the Premises to the Landlord in good condition and repair, less by fire and ordinary wear excepted, and will return any keys or access cards therefore to the Landlord.

12.4 If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to 125% (one hundred twenty-five percent) of the Rent prorated for the number of days of such holding over. In addition, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. The provisions of this section shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any Rent or other act in apparent agreement of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

13. DESTRUCTION.

13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Kendall County Health and Human Services Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction under the laws and regulations of the state, federal, county, and municipal authorities or other authorities with jurisdiction, either Landlord or Tenant may terminate this Lease at the date of the damage upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way amend or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement until the parties agree in writing on the amount thereof.

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 13, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS.

14.1 Tenant shall not erect or install in, on, or about the Premises any exterior or interior signs or advertising media, or window or door lettering or placards, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances.

15. COMPLIANCE WITH LAWS.

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior, or mechanical, electrical, or plumbing systems of the

Building, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of billing.

15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials (as defined below) to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises.

16. RIGHT OF ENTRY.

16.1 Landlord, the Kendall County Health Department, and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

17. WAIVERS.

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

18. ATTORNEY'S FEES.

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

19. LIMITATION ON LIABILITY.

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

20. NOTICES.

20.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request; or (c) personal delivery, in which case Notice shall be deemed delivered upon receipt of confirmation of such facsimile transmission of such Notice (provided a follow-up Notice is (i) mailed by certified or registered United States Mail, postage prepaid, return receipt requested; (ii) delivered by overnight courier delivery; or (iii) delivered by personal delivery within five (5) business day thereafter). All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date

of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.

21. MISCELLANEOUS,

21.1 **Cumulative Remedies.** No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

21.2 **Severability.** The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21.3 **Governing Law.** The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

21.4 **Force Majeure.** If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to source materials; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

21.5 **Successors and Assigns.** All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without all other parties' prior written consent.

21.6 **Relationship.** Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

21.7 **Entire Agreement; Modification.** This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or

understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

21.8 *Time of Essence.* Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified.

21.9 *Survival of Obligations.* All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

21.10 *Authority.* Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party by the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD:


Cashman - John Shaw

TENANT:


Director - Scott Berger

Address of Landlord:

111 West Fox Street
Yorkville, IL 60560

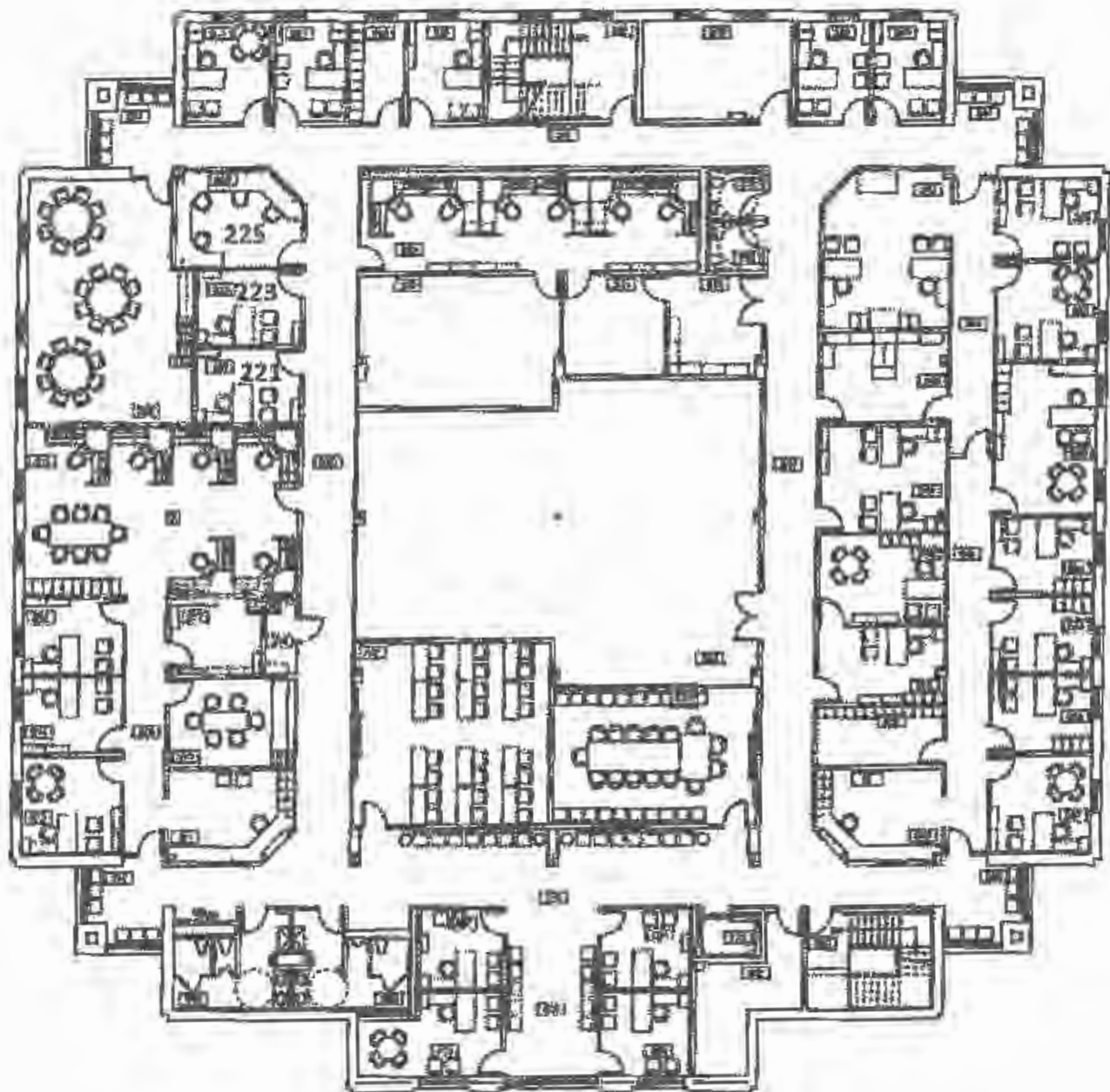
Address of Tenant:

1 Smoke Tree Office Complex, Unit A
North Aurora, IL 60542

EXHIBIT A
DEPICTION OF PREMISES

[See attached Second Floor Plan]

KCDEE



Kendall County Health Department

2nd Floor

**Kane County Office Community
Reinvestment Workforce
Development Division Space**

Offices 225, 223 & 221

EXHIBIT 2

LETTER FROM TENANT DATED AUGUST 2, 2017

COUNTY OF KANE

OFFICE OF COMMUNITY REINVESTMENT
Workforce Development Division

Scott Berger, Director

Genevieve Rankin, Assistant Director for Workforce Development



Illinois workNet Center
1 SmokeTree Business Park, Suite A
North Aurora IL 60542
Fax: 630-966-1172
www.countyofkane.org/WDC

August 2, 2017

Jim Smiley, Director
Kendall County Facilities Management
804 John Street, Suite B
Yorkville IL 60560

Re: Lease for Workforce Development Program

Dear Mr. Smiley,

As you know, our Workforce Development Program leases office space on the second floor of Kendall County's Health and Human Services Building (Office Nos. 221, 223, and 225). It was recently brought to my attention that our lease for that space expired on December 31, 2016, and that our office should have requested an extension 60 days prior to that date. I apologize for our failure to contact you regarding an extension.

The purpose of this letter is to formally request two one-year extensions, with the first extension being retroactive to January 1, 2017, and the second extension taking effect on January 1, 2018. If your office will kindly provide the lease documents, I will be happy to sign and return them to you promptly.

Thank you, in advance, for your consideration of our request. Please don't hesitate to contact me at 630-208-5351 or bergerscott@countyofkane.org if you have any questions or need any additional information.

Sincerely,


Scott Berger
Director

EXHIBIT 1(B)

**FIRST AMENDMENT TO THE KENDALL COUNTY COURT APPOINTED
SPECIAL ADVOCATE LEASE AGREEMENT
EXECUTED ON SEPTEMBER 5, 2017**

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2017-²⁴

RESOLUTION APPROVING THE FIRST AMENDMENT TO THE KANE
COUNTY OFFICE OF COMMUNITY REINVESTMENT,
WORKFORCE DEVELOPMENT DIVISION
LEASE AGREEMENT

WHEREAS, on January 1, 2016, the County of Kendall, Illinois ("County") entered into a Lease Agreement (hereinafter referred to as "the Lease") with Tenant, Kane County Office of Community Reinvestment, Workforce Development Division (hereinafter referred to as "Tenant"), a true and correct copy of said Lease is attached hereto as Exhibit 1(A); and

WHEREAS, pursuant to the terms of the Lease, the Tenant leased from the County office numbers 221, 223 and 225 located on the second floor of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Illinois (hereinafter referred to as "the Premises") for the initial one year term of January 1, 2016 through December 31, 2016; and

WHEREAS, pursuant to Section 2.2 of the Lease, the Tenant could extend the term of the lease for two, successive one year option periods by giving notice of exercised thereof to the County at least sixty (60) days before the expiration of the term of the lease or, in the event of the second one year option, at least 60 days before the expiration of the first, one year option period; and

WHEREAS, on or about August 2, 2017, the Tenant submitted a written request to the County to extend the Lease for the two, successive one year option periods (the Tenant's written request is attached hereto as Exhibit 2), but such request would require the County to waive the 60 day option notice for the first option period and retroactively designate the first option period commencing on January 1, 2017 and ending on December 31, 2017; and

WHEREAS, in order for the County to waive the 60 day notice required pursuant to Section 2.2 of the Lease and grant Tenant's request to exercise the two, successive option periods to extend the term of the Lease, the County and Tenant must first amend, in writing, the notice requirements set forth in Section 2.2 of the Lease; and

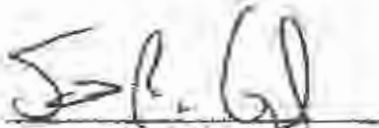
NOW, THEREFORE, BE IT RESOLVED, by this County Board of Kendall County, Illinois the following:

1. The above recitals are incorporated as if fully set forth herein.
2. Section 2.2 of the Lease shall be amended so that the County may waive the 60 day option notice requirement and allow the Tenant to exercise its option to extend the term of the Lease.
3. The Chairman of the Kendall County Board is hereby authorized to execute the First Amendment to the Kane County Office of Community Reinvestment, Workforce

Development Lease Agreement (hereinafter referred to as "the Amendment"), a true and correct copy of which is attached hereto as Exhibit 1.

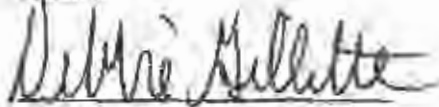
4. Upon the County's and Tenant's execution of the Amendment, the following shall occur:
 - a. The County shall waive the 60 day option notice requirement for the first option period and allow the Tenant to retroactively extend the Lease term for the first option period of January 1, 2017 through December 31, 2017.
 - b. The Tenant's August 2, 2017 letter attached hereto as Exhibit 2 shall serve as the Tenant's timely Option Notice to exercise the second option period (i.e., January 1, 2018 through December 31, 2018).
 - c. The Kendall County Clerk is hereby authorized to distribute a certified copy of this Resolution and the executed Amendment to the interim County Administrator.

Approved and adopted by a majority vote of the County Board of Kendall County, Illinois, this 15 day of August, 2017.



Scott Gryder, Chairman
County Board

Attest:



Debbie Gillette
County Clerk

<u>9</u>	Ayes
<u>0</u>	Nays
<u>0</u>	Abstain

EXHIBIT 1

FIRST AMENDMENT TO THE KANE COUNTY OFFICE OF COMMUNITY
REINVESTMENT, WORKFORCE DEVELOPMENT DIVISION
LEASE AGREEMENT

The Landlord, the County of Kendall, Illinois ("County") and the Tenant, the Kane County Office of Community Reinvestment, Workforce Development Division ("Tenant"), hereby enter into this First Amendment to the Kane County Office of Community Reinvestment, Workforce Development Division Lease Agreement ("Amendment") and agree as follows:


1. On January 1, 2016, the County entered into a Lease Agreement with Tenant ("the Lease"), a true and correct copy of said Lease is attached hereto as Exhibit 1(A). The terms of the Lease, unless expressly modified by this Amendment, remain binding and enforceable by and against the County and Tenant.
2. By agreement of the County and Tenant, Section 2.2 of the Lease is hereby deleted and replaced with the following:

Option Periods. Provided Tenant has not during the Term been in default in the payment of Rent and Tenant is then occupying the Premises, Tenant may extend the Initial Term for two, successive, one year option periods by giving notice of exercise thereof (Option Notice) to Landlord at least 60 days before the expiration of the term of the lease or, in the event of the second, one year option, 60 days before the expiration of the first, one year option period. If Tenant fails to provide the Option Notice at least 60 days before the expiration of the term of the lease or, in the event of the second, one year option, at least 60 days before the expiration of the first, one year option period, Landlord may agree to waive the 60 day notice requirement and allow Tenant to exercise the applicable option period. If Tenant delivers a valid Option Notice or if Landlord agrees to waive the 60 day notice requirement and allows Tenant to exercise the applicable option period, the Term shall thereby extended on all the terms and provisions contained in this Lease.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives on the date signed.

Kane County Office of Community
Reinvestment Workforce
Development Division

Kendall County, Illinois


Date: SEP 18 2017


Date: 8/15/17
Attest: 
Kendall County Clerk

HIGHWAY COMMITTEE MINUTES

DATE: October 10, 2017
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Matt Kellogg, Judy Gilmour and Bob Davidson
STAFF PRESENT: Ginger Gates, Fran Klaas and John Burscheid
ALSO PRESENT: Bruce Talbot, Jarrod Cebulski, and Nathan Holmer

The committee meeting convened at 4:02 P.M. with roll call of committee members. Scott Gryder and Lynn Cullick absent. Quorum established.

Motion Gilmour, second Kellogg to approve agenda as presented. Motion approved unanimously.

Motion Davidson, second Gilmour to approve the Highway Committee meeting minutes from September 12, 2017. Motion approved unanimously.

Intergovernmental Agreement between Kendall County and City of Plano is not yet ready to be presented to the County Board for consideration; so it will be brought back through committee at a later date.

Bruce Talbot presented information on the WIKADUKE Trail study that is being performed by Cemcon. He stated that Cemcon has been doing a lot of data collection over the past few months, including the old SRA Study, floodplain and wetland mapping, soils maps, zoning maps, comprehensive plans, traffic counts from IDOT, as well as the Heggs/Eola Road connector plans at U.S. Route 30. Cemcon has also recently requested some GIS data from Kendall County to aid in the mapping process. Finally, Bruce discussed the Hudson Pointe subdivision proposal in the Village of Oswego. That subdivision includes construction of part of the WIKADUKE Trail. The subdivision's proposed alignment does not exactly coincide with the recorded centerline of the WIKADUKE Trail. At the current time, the subdivision proposal appears to be on the back burner. The committee discussed some aspects of the proposed alignments, the possible environmental difficulties in using the recorded alignment, and the potential impacts of the WIKADUKE Trail on Wolf Road. Committee also discussed the possible jurisdiction of the Trail, considering that the current county jurisdiction ends at Plainfield Road, approximately 3.5 miles south of Rance Road. Bruce reported that he has discussed the project with City of Aurora. Aurora is planning to make the Heggs / Route 30 connection next year, and that part of the project is funded. He has also discussed with Village of Oswego. Oswego now favors the Stewart Road alignment as opposed to the old recorded centerline. Bruce was going to be meeting with Village of Plainfield later this week. Klaas recommended that Cemcon document any boundary agreements with the municipalities in this area, as it will likely determine future jurisdiction. Bruce thought that Cemcon would be able to wrap up the study within the next 6 months.

Kellogg provided an update on the progress of the Collins Road Extension project. Davidson asked what part Oswego is playing in the project. The handshake agreement was that Kendall would work on the preliminary engineering, while Oswego would work on the land acquisition. However, Klaas reminded the Committee that because of the likelihood of federal funding in the

project, the County would have to follow the Uniform Act in any and all land acquisition. So additional conversations will need to be held with Oswego to determine the path going forward. Part of the conversation would include a jurisdictional transfer of Grove Road north of Collins Road from Kendall County to Village of Oswego.

Sherrill Road construction should be wrapped up within the next 30 days. Low bid on Eldamain Road – Contract A was received from Plote Construction at \$8.9 million. 2nd low bidder was D Construction at \$9.2 million. Construction on that project should begin later this year or first thing next spring. Eldamain Road will be closed during construction of the Rob Roy Creek Bridge. Millington Bridge is still on pace to go to letting in March or April of 2018. Repairs would then be made during the summer of 2018. Land acquisition on Grove Road is going well, although Klaas reported that it looks like eminent domain might be needed on 1 parcel.

Motion Davidson; second Gilmour to forward Highway Department bills for the month of October in the amount of \$1,161,721.83 to the Finance Committee for approval. Motion approved unanimously. Davidson discussed the request from the County Engineer to get a credit card for the Highway Department so that parts can be ordered online. Gilmour suggested getting a card that would provide for good interest rate and perhaps cash back that could go back into Highway Department funds. This matter will be discussed at future Finance Committee.

Meeting adjourned at 4:42 P.M.

Respectfully submitted,

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

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

COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY October 2, 2017

Committee Chair Bob Davidson called the meeting to order at 4:00 p.m.

Roll Call: Members Present: Bob Davidson, Judy Gilmour, Matt Kellogg
Members Absent: Tony Giles, Audra Hendrix

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

Others Present: Facilities Management Director Jim Smiley, Interim County Administrator/Technology Director Scott Koppel.

Approve any changes to the County Board Approved August 28, 2017 Facilities Committee Meeting Minutes – there were no changes to the August 28, 2017 minutes; Member Gilmour made a motion to approve the minutes, second by Member Kellogg. **With all present members voting aye, the minutes were approved.**

Public Comment – None

Old Business/Projects

1. *PSC H.V.A.C. & Controls Improvements RFB* – Director Smiley received back the comments from the States Attorney’s office. Jim will make the recommended changes and re-send back to the State’s Attorney’s Office for final approval. Jim said that once the RFB is received back it will be published for bid.
2. *CASA lease at HHS* – Jim informed the committee that he received back the counter-signed copies and it has been sent to County Clerk Debbie Gillette for recording. **Project Complete.**
3. *Healy Bender, 111 W. Fox St. Part I Analysis* – Director Smiley informed the Committee the State’s Attorney’s Office completed the legal review, and a few items need to be addressed. The first item is who is to be named in the contract to represent the County. Motion by Matt Kellogg to name Director Smiley and Chairman Davidson as the County Representative for the contract, second by Judy Gilmour. **Motion Carried.** The Committee directed Jim to strike the need for accounting services compensation for reimbursement expenses and compensation for any “Instrument of Services” the A/E creates. Kendall County requires a hard and electronic copy of the instruments of services for the exclusive use of Kendall County the from the contract. The Committee also directed Jim to strike payments for documentation and stated that Jim Smiley will be designated to receive notifications. Jim will inform the State’s Attorney’s Office of the Committee’s responses.
4. *Projects Policy Change* – Mr. Smiley submitted to the policy change chart to the Committee. Jim explained the process for project submittal, which is divided into three (3) categories: a Capital Project Plan, an Emergency Project Plan and Mid-Year Capital Project Request. Motion by Matt Kellogg to approve the policy and present the FM Committee approved policies to COW by Member Kellogg second by Member Gilmour. **Motion Carried.**
5. *Establish a policy for Requests to Film on County Properties* – Director Smiley met with Interim County Administrator/Technology Director Scott Koeppel and Andrez Beltran to discuss the potential filming policy. The Committee decided the Administration Office will be designated to handle the application process. The Committee will review policy and discuss it at the next Facilities Meeting on November 6, 2017.
6. *Public Safety Center (PSC) Main Hallway Crack Repairs* – Jim informed the Committee that repair project for the floors in the Public Safety Center was completed. **Project Complete.**

New Business/Projects

1. *Chairman's Report* ;
 - a. *Courthouse LED Lighting Project* – Chairman Davidson spoke to the Committee about moving the balance of the funding allocated for the parking lot projects to upgrading as many lights in the courthouse as possible to Led lighting. Jim informed the Committee there is around \$11,000.00 left in the parking lot funding. The savings will pay for itself in approximately 2 ½ years. Motion by Member Kellogg to bring to the Finance committee to get the approval to move the funds to invest in LED upgrade second by Member Gilmour.
Motion Carried.
2. *Electric & Gas RFP Legal Review* – Director Smiley stated that he received the review back from the State's Attorney's office and is still in process of reviewing the comments. The main concern from the State's Attorney's Office is encumbering future boards. Jim informed the Committee that it is difficult to make changes to utility contracts. The Committee believes since this is a cost savings issue for the County, that it is okay to extend the contract past the current County Board's term.
3. *Enernoc – Program on using Backup Generators in Critical demand Situations* – Jim explained to the Committee that this program may pay the County \$35,000.00 or more to shut down our energy load on high demand days and use our back-up generators. Jim stated that our generators will need to be certified and pass EPA standards. Mr. Smiley believes that one of the Public Safety Center generators may not qualify, and to bring it to standards it will cost approximately \$50,000.00. Jim is meeting with Enernoc tomorrow to inspect our generators.
4. *2018 KCFM Budget Presentation* – Director Smiley stated that he presented the KCFM budget last Friday. Jim informed the Committee the main question that was asked was the high cost of telephone service. Jim told the finance committee that he is working to bring down costs of the telephone service by switching POTS and Centrex lines to Direct Inward Dial lines. This will help reduce our costs. The phone lines are up for bid in the spring of 2018.
5. *U.S. Flag Display for upcoming Olympics* – Mr. Smiley informed the Committee that Sheriff Baird was asked to fly a flag at the Public Safety Center for a day. This flag will be flown at various Public Safety Organizations and will be displayed at the next Olympic Games. **Project Complete.**
6. *Public Safety Center TTY/TTD Phone for Booking* – Jim stated that Deputy Shadle contacted Jim, who is the ADA Coordinator for the County about a TTY phone that the Sheriff's office used to have. Jim will meet with Deputy Shadle to see if TTD phone that KCFM has in stock will work.

Staffing/Training/Safety

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

Other Items of Business

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

Questions from the Media – None

Executive Session – None

Adjournment – Chairman Davidson asked if there was a motion to adjourn. Member Kellogg made a motion to adjourn the meeting, second by Member Gilmour. **With all members present voting aye, the meeting adjourned at 5:20 p.m.**

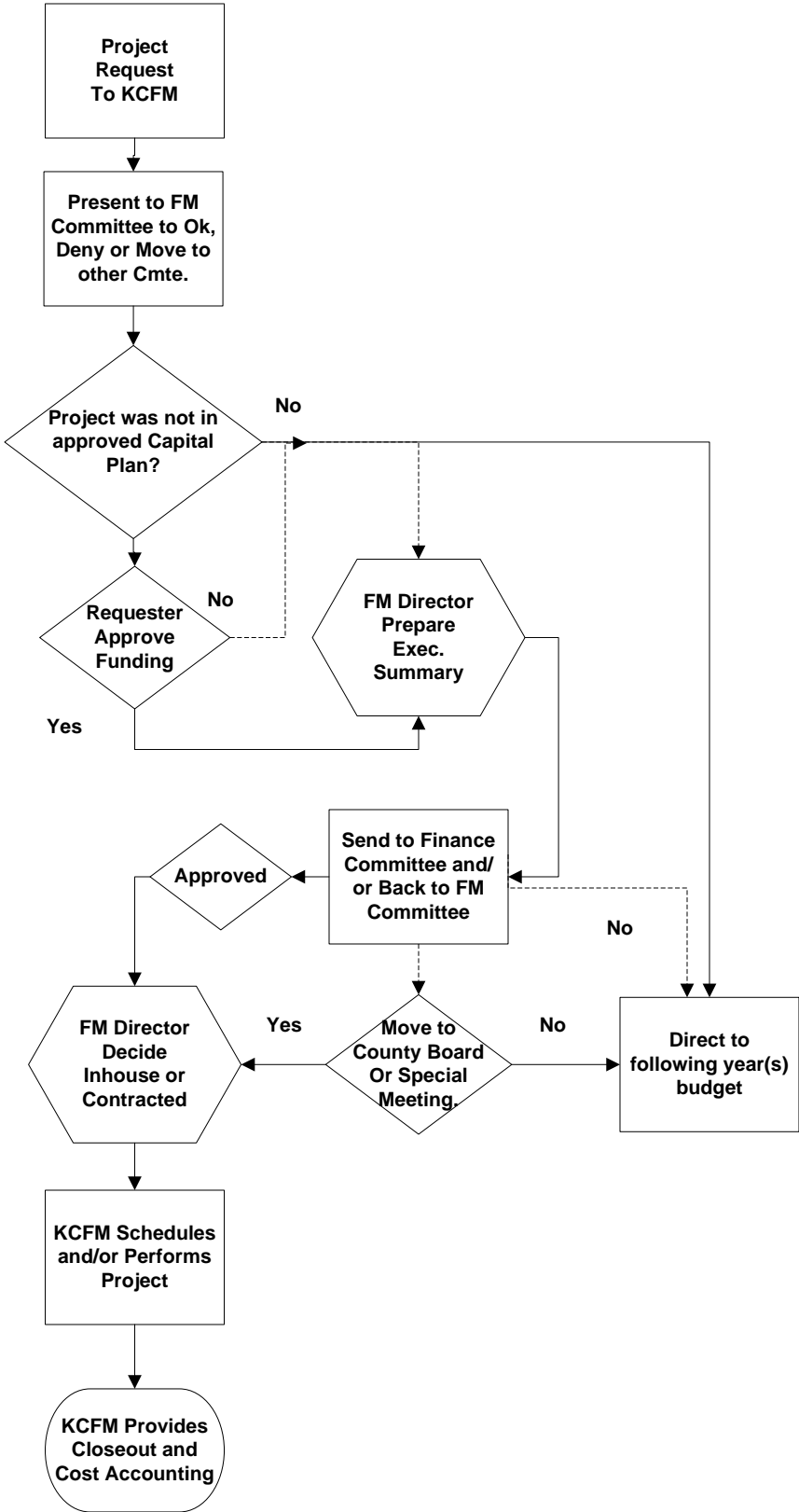
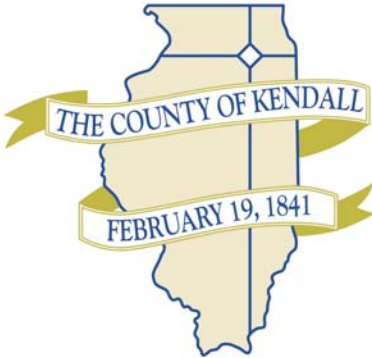
Respectfully submitted,

Christina Wald
Administrative Assistant

Kendall County Facilities Management

Mid-Year Capital Project Request

10/12/17



Structural – Changes that require modifications to walls ceilings, H.V.A.C., Plumbing, Electrical Mechanical or Life Safety.

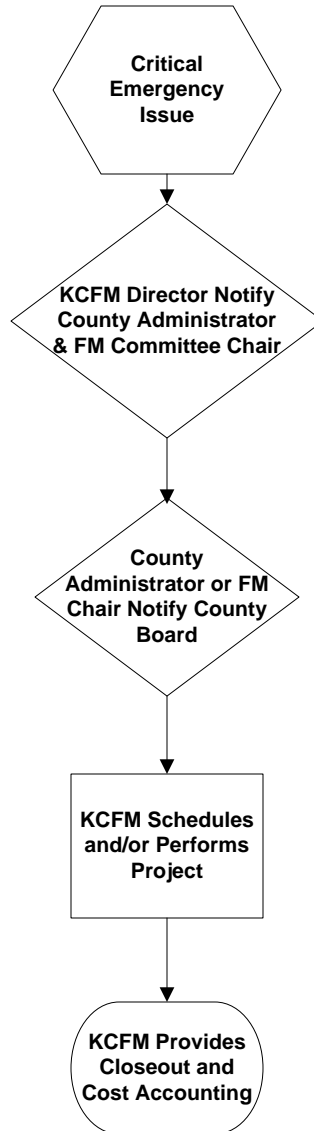
If project was in Capital Plan it is assumed there has already been an Executive Summary provided including projected costs was given to the Finance Committee and approved the previous year by the County Board.

Dashed lines represent optional paths.

Kendall County Facilities Management

10/12/17

Emergency Project Plan



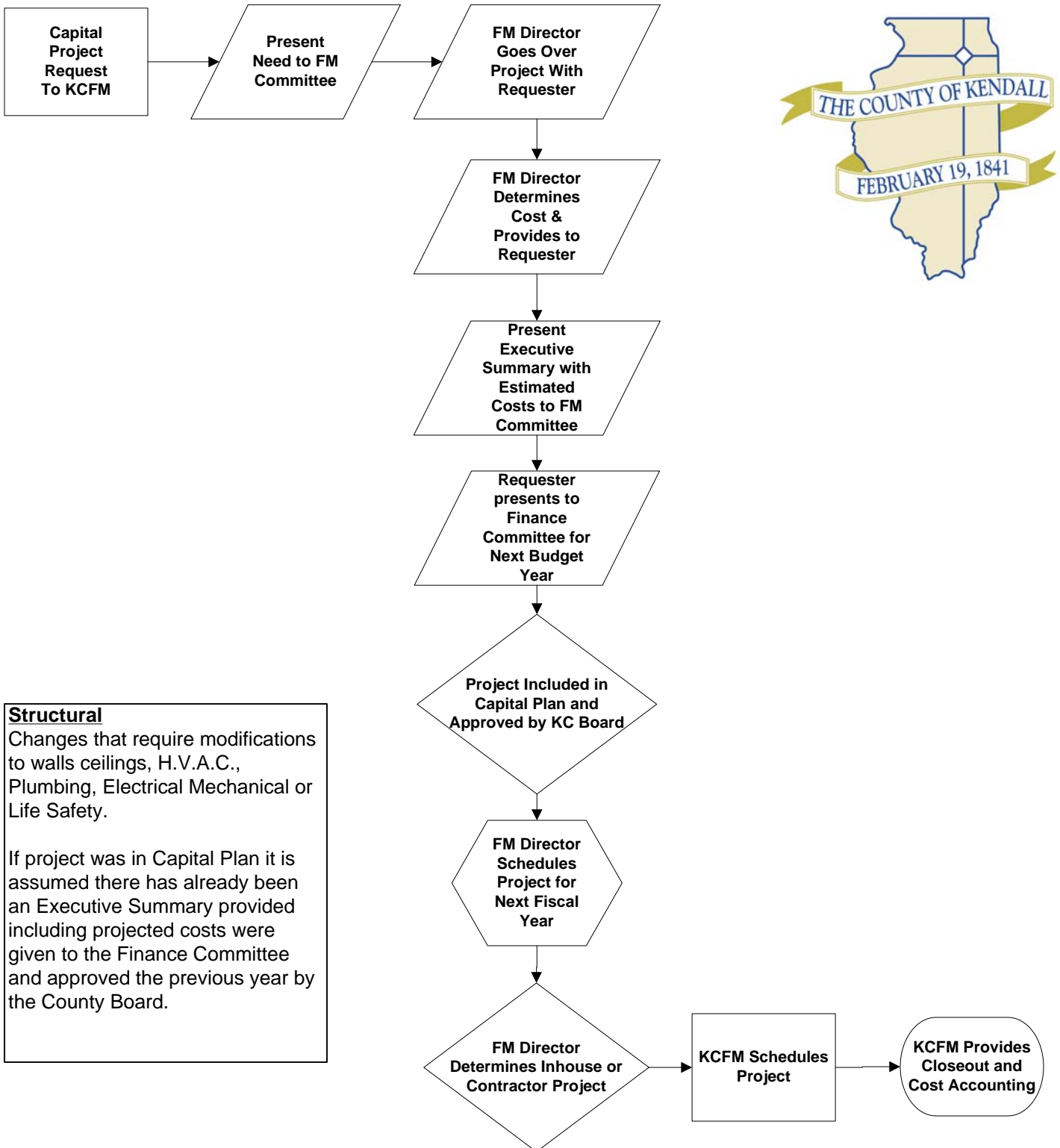
Emergencies

- 1) Key system down that affects the facility to operate. H.V.A.C., Electrical, U.P.S.
- 2) "Emergency is an unforeseen combination of circumstances that calls for immediate action without time for full deliberation." *Black's Law Dictionary* 523 (6th ed. 1990)
- 3) First, are the circumstances unforeseen, and second, is immediate action required, such that the delay inherent in the bidding process would likely result in significant harm to the County or the health, safety, and welfare of the citizens of Kendall County.

Kendall County Facilities Management

Yearly Capital Project Plan

10/12/17



COUNTY OF KENDALL, ILLINOIS
Budget & Finance Committee
BUDGET PRESENTATIONS
Tuesday, September 26, 2017

MEETING MINUTES

1. **Call to Order:** Committee Chair John Purcell called the meeting to order at 11:01a.m.
2. **Members Present:** Matt Kellogg, Lynn Cullick, Matthew Prochaska, Bob Davidson, John Purcell

Others Present: Latreese Caldwell, Bob Jones, Scott Koepfel

3. **Review of Budgets** – Latreese Caldwell provided preliminary information regarding the submitted office/department budgets for Fiscal Year 2018.
4. **Budget Presentations**

Jacque Purcell, Coroner's Office – Coroner Purcell reviewed the budget and informed the committee of the reductions that were made to bring them to a flat budget. Coroner Purcell made the following changes: an increase of \$5,000 for Per Call Salaries, an increase of \$1,000 in Toxicology Testing, and decreases in the Deputy Coroner Salary, Office Supply, Postage, Training, Vehicle Maintenance, X-Rays, Morgue Supply, Disposition of Indigent Persons, and the Histology lines.

Dwight Baird, Sheriff's Office – Sheriff Baird reported that since 2015, he has reduced his staff by 7.5 full-time equivalency, and they proposed to maintain that level for the next year, and that there are additional savings of pension cost reduction and other associated benefits of employment. Sheriff Baird reviewed the following budgets:

- **Sheriff's Office (Patrol):** a \$32,000 increase which is contractual and non-personnel contractual expenses
- **Corrections:** a 6.94 percent increase due entirely to contractual obligations, a flat operations budget, and a 5% salary increase. Sheriff Baird stated that his office is still in negotiations with two union groups, and that there will be an increase in both contractual and non-personnel lines.

Revenue Projections – estimate coming in at \$1.2 million for county and federal prisoners, and fines & fees estimated at \$320,100. Sheriff Baird stated that estimated 2017 revenues is \$1.682 million, with \$1.4 budgeted

or \$245,000 over what was projected last year due to Cook County inmates housed here, and DeKalb County constructing a new jail and housing their inmates here in Kendall County during the various construction phases.

- **The Merit Commission:** FY 18 Budget will be flat, but current budget is over slightly due to candidate testing.
- **Capital Expenses:** The Sheriff stated that his capital requests include the purchase of five new squad vehicles and a patrol video recording system.

Eric Weis, State's Attorney's Office – Mr. Weis reported that the Civil Division has had a dramatic increase in legal reviews for other County Offices, grievances, lengthy and time-consuming FOIA requests, follow-ups with the Attorney General's Office, and Collective Bargaining. Mr. Weis also reported that he needs to fill the 1st Assistant position for the Criminal Division as soon as possible this year. Mr. Weis is proposing a 2.5 percent salary increase for his staff.

Director Joe Gillespie, EMA – Director Gillespie reported that the EMA budget is fully grant funded, and that there will be an increase in grant monies for next year, of which twenty-five percent could possibly be used for staff IMRF/SS benefits. Director Gillespie reviewed the increases that he is guaranteed to receive in addition to his budget.

Director Gillespie also stated that there is \$15,421 dollars available through the IEMA grant that could be used for air conditioning at the Public Safety Center.

Judge Tim McCann, Judicial Office – Judge McCann reported there continues to be a shortage of funds for the law library, and that the Board may want to consider an increase in fees. Judge McCann will obtain additional information and provide that to the Finance Committee at a later date.

Judge McCann is proposing a 2.5 percent increase in the full-time bailiff salary line, and no increase in for the Court Administrator position. Judge McCann reported the Jury Commission budget will remain flat this coming year.

Judge John McAdams, Drug Court – Judge McAdams reported there are 14 citizens enrolled in the Adult Redeploy program for 2018. Judge McAdams stated that the Drug Court staff included Armando Rodriguez as the Probation Officer, and Michelle DelMuro as the Coordinator. Ms. DelMuro is now working in a part-time capacity.

Tina Varney, Court Services/Probation Office – Director Varney reported the current probation officer contract will expire in November 2017, and that they are currently in negotiations and awaiting a meeting date with union representatives.

Ms. Varney reported she appropriated \$5,000 revenue for Juvenile Placement, but

to date has collected \$22,000. Ms. Varney stated they have received \$357,147 in salary reimbursement for FY2017, but anticipate an additional \$13,000 before this year's end, for a total state reimbursement of \$371,000. for FY2017. She said the state anticipates the FY2018 salary reimbursement to be \$357,147. Ms. Varney also reported she anticipated revenue for Delinquency Diversion of \$8,000, but has received \$13,000 combined from Plano, Oswego and Yorkville.

Ms. Varney reported she plans to replace one vehicle in FY 2018, as well as establish a new fund (Probation Fee Collection) for furniture replacement, since they are still using original furniture from Courthouse Opening years ago.

Robyn Ingemunson, *Circuit Clerk Office* – Ms. Ingemunson stated that she will not fill one vacant position in FY2018. Ms. Ingemunson is requesting additional funding for document storage fund, because she spent \$209,000, but only received \$99,500. Ms. Ingemunson is also proposing a document storage fee increase from \$15 to \$25.

Ms. Ingemunson informed the committee that court automation for all of the judges will total approximately \$90,000., E-file Illinois Integration will be \$30,000., and E-citation will be implemented in the next few years. Ms. Ingemunson said that the Administration Fund decreased by \$4,000., and that the Weekend Bond Call will increase by \$3,000. Ms. Ingemunson is proposing a salary increase of \$1,200. Per employee for a total of \$27,600.

Andy Nicoletti/*Assessment Office* – Mr. Nicoletti reviewed the proposed modifications to his budget for FY2018 with the committee.

Sandra Davis/*University of IL Extension Office* – Ms. Davis reviewed the budget with the committee, and reported they received a two-percent salary increase in February and a one-percent increase in August. Ms. Davis also reported a decrease of \$2,500. In other wages, and a decrease of \$1,000. In travel expenses. Discussion on the amount paid for their office space lease, and other options when their current lease ends.

Scott Koepfel and Gina Hauge/*Technology Services* – Mr. Koepfel reported they are proposing a three-percent salary increase for Technology Services and GIS personnel. Mr. Koepfel stated they are requesting new line items for the Internet, and for the Copiers. GIS will pay ten-percent of the Internet bill, and Technology will increase the Cell Phone line item due to increased service calls. Discussion on KenCom switching to the Tyler System, which will include all law enforcement records, etc., KenCom paying for dispatch only, and the New World Software currently used in the Sheriff's Office.

Chad Lockman/*Veteran's Assistance Commission* – Superintendent Lockman reported the number of veteran's being helped through VAC has increased sixty-five percent in 2017, and increased one hundred-fifty percent since 2015. Mr.

Lockman reported that his office has assisted veterans in obtaining \$620,000 in retro pay for various benefits and monies owed. Mr. Lockman stated that both NICOR and ComEd have programs for veterans with assistance in paying electric bills. The CHAMP program is a financial-assistance program that offers an optional package of benefits to qualified personnel who reside within the ComEd or NICOR service areas.

Mr. Lockman reported that the VAC budget was decreased by \$18,000 for FY2018.

Fran Klaas/*Highway Department* – Mr. Klaas reviewed the Highway Department budget for FY2018 with the committee, including the property tax levies, county highway, county bridge and federally matching funds. Mr. Klaas stated that the tax levy has not been increased for at least ten years. Discussion on non-union salary increases, and various projects throughout the County.

Bruce Konicek, Megan Andrews & Jenny Wold/*KC Soil & Water District* – Mr. Konicek reviewed the District's budget with the committee, and stated that they are once again asking the County for the same contribution in FY2018. Discussion on office space, current rent, and current lease expiration date.

5. **Other Business** - none
7. **Executive Session** – none needed
8. **Adjournment** – Member Prochaska made a motion to adjourn the Budget Presentation, second by Member Cullick. **With all in agreement, the meeting adjourned at 2:59p.m.**

Respectfully submitted,

Valarie A. McClain
Administrative Assistant & Recording Clerk

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, September 28, 2017

Call to Order

Committee Chair John Purcell called the Budget and Finance Committee to order at 4:30p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
John Purcell	Present		
Lynn Cullick	Present		
Bob Davidson	Present		
Matt Kellogg	Present		
Matthew Prochaska	Present		

Others Present: Latreese Caldwell, Scott Koeppel

Approval of Agenda – Member Davidson made a motion to approve the agenda, second by Member Prochaska. **Approved 4-0.**

Approval of Meeting Minutes from September 14, 2017 – Member Davidson made a motion to approve the minutes from September 14, 2017, second by Member Kellogg. **Approved 5-0.**

Claims Review and Approval – Member Davidson made a motion to forward the Approval of Claims in an amount not to exceed \$850,099.67, Coroner Claims in an amount not to exceed \$2,271.43, and September Petite Juror Claims in an amount not to exceed \$2,524.61, second by Member Kellogg. **Approved 5-0.**

Department Head and Elected Official Reports – None

Items of Business

➤ ***FY18 Budget***

Ms. Caldwell stated that she misspoke at an earlier meeting, and the correct amount needed to balance the General Fund was \$1.9 million.

The Committee discussed the timelines for budget meeting and looked at possible dates. No action was taken. The Committee also looked at the benefits contribution formula, levy requests, and possible transfers.

➤ ***Discussion on 27th Payroll***

The committee discussed the technical aspects of having the 27th Payroll, and how it would affect salaries, hourly employees, and union contracts.

Public Comment – None

Questions from the Media – None

Items for Committee of the Whole - None

Items for the County Board - None

Executive Session – Not needed

Adjournment – Member Cullick made a motion to adjourn the Budget and Finance Committee meeting, second by Member Kellogg. **The meeting was adjourned at 6:49p.m. by a 5-0 vote**

Respectfully submitted,

Andrez Beltran
Economic Development and Special Projects Coordinator

COUNTY OF KENDALL, ILLINOIS
Budget & Finance Committee
BUDGET PRESENTATIONS
Friday, September 29, 2017

MEETING MINUTES

1. **Call to Order:** Chair John Purcell called the meeting to order at 9:08 a.m.
2. **Members Present:** Lynn Cullick, Matthew Prochaska, Bob Davidson, John Purcell, Matt Kellogg

Others Present: Latreese Caldwell, Bob Jones, Scott Koepfel

3. **Items of Business - None**
4. **Budget Presentations**

Matt Asselmeier, Planning, Building & Zoning Office – Scott Koepfel stated that that they microfilm budget was decreased from \$1,500 to \$150 due to scanning files as they came in. Brian Holdiman stated that PBZ currently had two vehicles with the older one being a back up. Mr. Purcell asked if salaries were at 3%, and if Mr .Holdiman was union. Mr. Asselmeier stated salaries were 3%, and Mr. Holdiman was not.

Chris Mehochko, Grundy Kendall Regional Office of Education – Mr. Mehochko stated that due to state formula for distribution of expenses, which is based on EAV, Kendall County’s expenses will increase. The balance the previous year was 59% Kendall with 49% Grundy. This year it will be 61%-39%, for an increase of \$2,695. He also stated that insurance for ROE employees is through the County, but Grundy reimburses their portion.

Vicki Chuffo, Public Defender’s Office – Ms. Chuffo stated that due to new laws requiring them to be at bond calls, assistant public defenders compensation will grow this year between 4-8% including cost of living increases. Other increases included transcript cost due to felony cases, and Cook County inmates being prosecuted for crimes they commit while incarcerated in Kendall County jail.

Jill Ferko, County Treasurer & Collector’s Office – Ms. Ferko stated that legal publication costs increased due to elections being earlier in the year. Contractual costs increased due to payroll software. Looking at new accounting software most likely in FY2109. Salaries increased due to the increased HR responsibilities, but is given as a stipend not regular salary. In addition, Devnet costs increased. Previously the County was part of a test group for new version, which allowed them to use for free. That is ending. Finally, IMRF and Social Security is being split into their own

funds as recommended by the auditors.

Jennifer Gilbert/CASA Office – Ms. Gilbert stated that funds are better this year than previous. They hired a full time employee to bring in new revenue. However, State services have decreased, increasing the burden. The total budget for the next year will be \$120,000. Finally, CASA will be looking in to adding an Advocate Supervisor in the future.

Pam Geigenheimer/Board of Review – Ms. Geigeheimer stated that this year they had to replace some members of the Board. The current salaries are a flat \$500. Both office supplies and legal publications were reduced by \$500 due to online posting. Finally, employees work roughly 400 hours a year depending on hearings.

Debbie Gillette/County Clerk, Recorder & Voter Registration –

- **Clerks Office** - Ms. Gillette stated the same budget amount as last year. Salaries are union employees. Her Office is down one position from 2008. Election costs increased due to 2 elections and early voting of 40 days. She continued her office is now handling bonding for elected officials. The County Clerk automation fee is now broken out of the budget due to auditor recommendation.
- **Recorder's Office** – This is strictly a fee funded office 1 voter registration employee is paid for from here.

Finally she stated it is unknown if they will receive the Help America Vote grant this year.

Amaal Tokars/Kendall County Health Department – Dr. Tokars stated that salaries increased 4% for those making less than \$50,000, and 3% for those who were over and eligible. The levy request was flat.

RaeAnn Van Gundy stated there was a decrease in revenues due to decreases in Medicaid reimbursement. The climate change grant decreased due to being in its third year. A new grant was acquired. A miscellaneous expenses line item was put in to account for items that did not fit under other lines. In addition, additional expenses will be incurred due to accreditation. However, there is a slight decrease in training and mileage due to online learning.

Laura Pawson/Animal Control – Mr. Koeppel stated that tags, fines and fees came in higher this year so they adjusted those estimates up. Insurance increased as did office supplies. Transportation, Board and Care decreased, and has been adjusted to reflect that. Ms. Pawson That staff numbers are budgeted to be the same after filling the kennel tech position. Some pay increases to help retain staff. The committee discussed charging the Animal Control facility for utilities and Administrative staff time.

Jim Smiley/Facilities Management Department – Mr. Smiley stated that the budget

changed this year due to separating out utilities from the budget. Non-utilities budget is under the 0% recommendation due to less costs for contractual services that were rebid this year.

In the utility budget, water costs were up. Mr Smiley believes it was due to extra cycling of the water softeners, and has taken steps to remedy it. Landline telephone costs are up 20%. Natural gas prices remain steady, and due to efficiency programs electrical cost savings have been roughly \$84,000 a year even as prices have increased 29%.

Terri Frisk/708 Mental Health Board – Ms. Frisk stated that the budget was similar to last year. Due to new requesters this year, the Judiciary and Mutual Ground, there had been adjustment due to them being core services.

Scott Koepfel/Administration, County Board & Economic Development –

- **Administrative Services** - Koepfel stated the budget was flat this year. Salaries are not adjusted due to waiting for County Board decisions. Ms. Caldwell stated that Bonds and Notaries are separated because Bonds went to the Clerk's Office. Mr. Koepfel stated that General Fund transfers are flat. Ms. Caldwell stated that Public Safety Sales Tax is flat; normally there is 2% growth the State's 2% administrative fee cancelled that out. In addition, the Kendall Area Transit budget was relatively the same. Being grant funded, the monies are a pass through. There was discussion about charging some of the Economic Development and Special Projects Coordinator time to the grant.
- **County Board** – Numbers were relatively the same. The Committee, after discussion, decided to add a line for Arbitration costs. In addition, funds given by the State for drug abuse counseling were decided to be transferred to the Health Department.
- **Economic Development** – Budget was flat. The Board discussed using the Revolving Loan Fund monies to pay for the 27th pay period.

5. **Public Comment** - none

6. **Questions from the Media**– none

7. **Action Items for County Board** - none

8. **Items for Committee of the Whole** - none

9. **Executive Session** - none

10. **Adjournment** – Member Prochaska made a motion to adjourn the Budget Presentation, second by Member Kellogg. **With all in agreement, the meeting adjourned at 12:53**

p.m.

Respectfully submitted,

Andrez Beltran

Economic Development and Special Projects Coordinator

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Friday, October 6, 2017

Call to Order

Committee Chair John Purcell called the Budget and Finance Committee to order at 9:10a.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
John Purcell	Present		
Lynn Cullick	Present		
Bob Davidson	Present		
Matt Kellogg		ABSENT	
Matthew Prochaska	Present		

Others Present: Latreese Caldwell, Jill Ferko, RaeAnn VanGundy

Approval of Agenda – Member Cullick made a motion to approve the agenda, second by Member Prochaska. **With four members voting aye, the amended agenda was approved by a vote of 4-0.**

Items of Business

Discussion and Recommendations to the County Board regarding Auditor Disclosed Items Recommendations – Discussion on committee recommendations. Treasurer Jill Ferko briefed the committee on the items that Wipfli is recommending be removed from the annual reports. Discussion on various items, and **consensus by the committee to not make the recommendations from Wipfli**, but to leave the items in the annual audit.

Fiscal Year 2018 Budget Discussions – Discussion on savings bond actual amount, Capital Expenditures, the CASA budget request, the State’s Attorney’s Special Litigation Fees line item, employee stipends, VACKC, GIS contributions for rent, utilities, and administrative support, the Health Department contribution for employee benefits, the Special Reserve Fund, possible early retirement buyouts, the Building Fund, the 27th payroll in FY2018, areas where the budget could possibly be reduced including possible employee layoffs, non-union salary increases, the IMRF fund, and Capital Requests.

Public Comment – Todd Milliron, Yorkville

Questions from the Media – None

Items for Committee of the Whole - None

Items for the County Board - *Fiscal Year 2018 Budget Discussion*

Executive Session – Not needed

Adjournment – Member Cullick made a motion to adjourn the Budget and Finance Committee meeting, second by Member Prochaska. **The meeting was adjourned at 11:15a.m. by a 4-0 vote**

Respectfully submitted,
Valarie McClain
Administrative Assistant and Recording Secretary

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, October 12, 2017

Call to Order

Committee Member Prochaska called the Budget and Finance Committee to order at 5:30p.m., and then Member Kellogg made a motion to nominate Member Prochaska as Chair Pro-Tiem, second by Member Davidson. **With three members voting aye, the motion carried, and Member Prochaska began the meeting on time.**

Roll Call

Attendee	Status	Arrived	Left Meeting
John Purcell		5:35p.m.	
Lynn Cullick		5:49p.m.	
Bob Davidson	Yes		
Matt Kellogg	Yes		
Matthew Prochaska	Here		

Others Present: Latreese Caldwell, Jim Smiley

Approval of Agenda – Member Kellogg made a motion to approve the agenda, second by Member Davidson. **With five members voting aye, the amended agenda was approved by a vote of 3-0.**

Approval of Meeting Minutes from September 26, September 28, September 29, and October 6, 2017 – Member Kellogg made a motion to approve the minutes as presented, second by Member Davidson. **With three members voting aye, the minutes were approved by a vote of 3-0.**

Claims Review and Approval – Member Kellogg made a motion to forward the Approval of Claims in an amount not to exceed \$1,507,596.80, Coroner Claims in an amount not exceed \$1,085.60 and October 2017 Grand Juror Claims in an amount not to exceed \$538.05, second by Member Davidson. **With four members present voting aye, the motion passed by a vote of 3-0.**

Department Head and Elected Official Reports – None

Items from Other Committees – None

Items of Business

From Facilities Management Committee

- ***Approve purchase of LED bulbs for the Courthouse from General Fund Capital line # 0102-100-9101 in the amount of \$10,500.00*** – Director Smiley reviewed the projected costs, stating that Facilities maintenance techs would complete the change-out, and the cost savings the County would see within 2.5 years after installation.

Member Davidson made a motion to forward to the County Board for approval, the purchase of LED bulbs to convert a portion or all of the remaining lights at the

Courthouse in an amount not to exceed \$10,500.00 from General Fund Capital line item #0102-100-9101, second by Member Kellogg.

With Members Prochaska, Kellogg, Davidson and Cullick voting aye, and Member Purcell abstaining, the motion carried.

- *Fiscal Year 2018 Budget Discussion* – Ms. Caldwell reviewed the deficit reductions made following the last meeting, including capital expenditures, special litigation fees, stipends, CASA request, VACKC salary increases, as well as the bond savings, building fund transfer, and the Special Reserve fund transfer-in. Discussion on the bond refunding, the special reserve fund, 2018 bond savings, current year's deficit, the 27th payroll in next year, the 6-month fund balance policy, the committee's instructions to department heads and elected officials for flat budgets, and areas where other cuts can be made.

Public Comment – None

Questions from the Media – None

Items for Committee of the Whole - None

Items for the County Board

Approval of Claims in an amount not to exceed \$1,507,596.80, Coroner Claims in an amount not exceed \$1,085.60, and October 2017 Grand Juror Claims in an amount not to exceed \$538.05

Approve purchase of LED bulbs for the Courthouse from line # 010-2-100-9101 in the amount of \$10,500.00.

Executive Session – Not needed

Adjournment – Member Prochaska made a motion to adjourn the Budget and Finance Committee meeting, second by Member Cullick. **The meeting was adjourned at 6:57p.m. by a 5-0 vote**

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

Kendall County LED Conversion

10-Oct-17

0

Location	Existing Fixture	Qty.	Exist Watts	Hours of operation	Annual Total KWH	Annual Cost for kWh	Proposed Fixture	Qty.	Replace Watts	Annual Total KWH	Annual \$ Cost for kWh-Replace	Annual KWH Savings	Annual \$Savings
Kendall County													
States Att. Office & Reception	T-8 32 W	248	32	12.00	24,880.16	\$1,615.91	LED T-8 4'	166	17	8804.64	\$672.30	16,055.52	\$1,043.61
Main Hallway - Old Section	T-8 32W	90	32	12.00	8,985.60	\$504.06	LED T-8 4'	90	17	4773.6	\$310.28	4,212.00	\$273.78
Main Hallway - New Section	T-8 32W	108	32	12.00	10,782.72	\$700.86	LED T-8 4'	72	17	3818.88	\$248.23	6,963.84	\$452.65
Main Hallway - New Section	CF 39W	40	39	12.00	4,867.20	\$316.37	LED 16"	40	18	2248.4	\$148.02	2,620.80	\$170.35
Circuit Clerk	T-8 32 W	408	32	12.00	40,734.72	\$3,903.19	LED T-8 4'	272	17	14428.88	\$937.75	26,307.84	\$2,865.44
Circuit Clerk	T-8 20W	32	20	12.00	1,996.80	\$171.72	LED T-8 2'	32	8	798.72	\$51.82	1,198.08	\$119.81
Main Hallway	T-8 20W	37	20	12.00	2,308.80	\$198.58	LED T-8 2'	29	8	723.84	\$47.06	1,584.96	\$151.51
TOTALS:		964			94,536.00	\$7,090.69		701		35592.96	\$2,313.54	58,943.04	\$4,777.14

Existing Installation	LED Retrofit
855 4' Bulbs Total	4' Bulbs Total
69 2' Bulbs Total	2' Bulbs Total
40 Compact Fluorescent	LED 16 inch
924 Existing bulbs	661 Replacement bulbs

Totals

Note: 260 days used for full year

full year days	365
weekend days	-105
260 Total Days Lights on per year	

4 Foot bulbs =	\$	14.50	each.
2 foot bulbs =	\$	12.25	each.
LED 16 Inch =	\$	23.50	each.

Quantity	Cost
Purchased	
600	\$ 8,700.00
61	\$ 747.25
40	\$ 940.00

Total Cost **\$ 10,387.25**

Total Parking Lot Fund Available \$ 10,500.00

2.5 Years payback Estimated

Does not allow for all Main Hallway Bulbs to be replaced.
 Have 300 Compact Fluorescent Can Fixtures @ 42 W that could be replaced with 12 W LED with Future Funding
 Estimated \$2,500.00 per year in additional savings
 Installation cost \$5,100.00 materials only



Wednesday, September 27, 2017 at 8:30AM
Historic Courthouse, East Wing Conference Room
109 W. Ridge Street, Yorkville, IL

MEETING MINUTES

Call to Order – The meeting was called to order by Committee Chair Elizabeth Flowers at 8:30a.m.

Roll Call

Committee Members Present: Matt Kellogg - yes, Lynn Cullick - here, Elizabeth Flowers – present, John Purcell – here. **With four members present, a quorum was established to conduct committee business.**

Others present: Scott Koeppel, Laura Pawson, Dr. Gary Schlapp

Member Prochaska arrived at 8:44a.m.

Laura Pawson arrived at 8:38a.m.

Approval of Agenda – Motion made by Member Cullick to approve the agenda, second by Member Kellogg. **With four in agreement, the motion carried.**

Approval of Minutes – Member Cullick made a motion to approve the June 28, 2017 meeting minutes, second by Member Kellogg. **With four in agreement, the motion carried.**

Monthly Report – Laura Pawson reviewed the census report with the committee. Written reports provided.

Available Dogs for Adoption: 6

Available Cats for Adoption: 5 (9 cats, 5 kittens)

Bite Report – Total: 21 (1cat, 20 dogs)

Visitors viewing animals for August - 63

Events/News

October 14, 2017 – Pet Supplies Plus Adoption Event
October 17, 2017 – Volunteer Orientation
Weekly “Pet of the Week” ad in Shaw Media Newspapers
Monthly adoption appearance on WSPY Television

Operations Report – Ms. Pawson reported she is again short-staffed, and in the process of posting the positions, and interviewing.

Accounting Report – Mr. Koepfel reviewed the financial statements, fund balance report, vouchers paid, and the statement of revenues and expenditures. Written report provided

Old Business

Discussion on Animal Control Radios – Scott Koepfel updated the committee on the request by the Animal Control Director for staff to carry radios when going out on calls, the fees associated with having radios go through KenCom, recommendations from the KenCom Director to simply use cell phones in case of an emergency. **There was consensus by the committee that Animal Control personnel would use cell phones for reporting locations, calling 911 for assistance, etc.**

Discussion of Animal Control Trailer – Mr. Koepfel stated that the contract expired in June 2017. Discussion on the purchase of the trailer versus the continued leasing of the trailer, at \$252.45 per month, or \$3,029.40 annually.

Member Purcell made a motion to proceed with a month-to-month lease with Acton Mobile for the trailer, without legal review, second by Member Cullick. **With five members in agreement, the motion carried.**

Discussion of the Dog Running at Large Ordinance – Director Pawson reviewed the current Kendall County ordinance, the State regulations regarding the issue, and her recommendations for changes to the County Ordinance. Discussion on fines for dog bites, safety fees, mandatory and/or proof of micro-chipping, frequent or repeat offenders, and different fine levels. **There was consensus by the committee to have Sheriff's Deputy Lawson attend the October meeting for further discussion.**

New Business

Approval of Refund of Adoption fee of \$120 – Director Pawson reported that the issue has been resolved, and the couple used the voucher for the adoption of another dog this week.

Official Animal Control Facebook Page – Discussion on the need for an official Facebook page, what should be available on the page, and the necessity for daily monitoring. **The committee instructed Mr. Koepfel and Ms. Pawson to research this issue and update the committee at the next meeting.**

Executive Session – Not needed

Action Items for the County Board

Approval of the continued month-to-month lease from Acton Mobile of the trailer in the amount of \$252.45 per month from line item #3402-000-6650

Public Comment – None

Adjournment – Member Kellogg made a motion to adjourn the meeting, second to the motion by Member Cullick. **With all in agreement, the meeting was adjourned at 9:47a.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant & Recording Clerk

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Wednesday, October 11, 2017

CALL TO ORDER AND PLEDGE OF ALLEGIANCE - The meeting was called to order by County Board Vice Chair Lynn Cullick at 4:13p.m., who led the committee in the Pledge of Allegiance to the American Flag.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Scott Gryder	ABSENT		
Lynn Cullick	Here		
Bob Davidson		5:35p.m.	
Elizabeth Flowers	ABSENT		
Tony Giles		4:13p.m.	
Judy Gilmour	Yes		
Audra Hendrix	Here		
Matt Kellogg	Yes		
Matthew Prochaska	ABSENT		
John Purcell		4:15p.m.	

Others present: ASA Anne Knight, Scott Koeppel, Jim Smiley

APPROVAL OF AGENDA – Member Hendrix made a motion to approve the agenda as written, second by Member Gilmour. **With a voice vote of 6-0, the motion carried.**

APPROVAL OF MINUTES – Member Hendrix made a motion to approve the September 14, 2017 meeting minutes, second by Member Kellogg. **With a voice vote of 6-0, the motion carried.**

CBIZ UPDATE – Jim Pajauskas presented the committee with the latest version of the proposed renewals with United Healthcare. Discussion on the various cost-saving options for the health care plans, the law requiring a sealed bidding process, proposed plan design changes, specialty health issues of County employees and family members that won’t allow the County to fit into a “cookie-cutter” design plan, the process for requesting vendor qualifications, premium reductions, and the networks associated with each proposed UHC health plan.

COMMITTEE BUSINESS

From Facilities Management Committee:

- *Presentation of the Facilities Management Committee Approved KCFM Projects Policy Flowcharts* – Member Kellogg explained why the Facilities Management Committee requested the flowcharts, how the process will eliminate the Director’s time in prioritizing projects, and approving projects not already added to the current year’s budget proposal, final decisions being made by the FM Committee, funding decisions being made by the Finance Committee, and the appropriate notification list of personnel for all projects and emergency repairs needed completed by facilities management staff.

From Admin HR Committee:

- *Discussion of Request for Qualifications (RFQ) or Bid for Insurance Brokerage and Risk Management Consultant Services* – Member Cullick stated that the State’s Attorney’s Office has issued several opinions on the law requiring the County to conduct an annual sealed bid for Insurance Brokerage and Risk Management Consultant Services, and that the County is in direct violation of the law for not conducting sealed bidding for Insurance Brokerage and Risk Management Consultant Services. Discussion on the RFP process, the sealed bid process, negotiations that have already been done by our current brokerage firm and risk management consultant, lack of bids from other healthcare providers, the timeline for completing the task this fiscal year, and next steps for ensuring the County is in compliance in future years.

From Finance Committee:

- *FY 2018 Budget* – Member Purcell updated the committee on the committee’s progress and proposed cuts thus far, capital requests, possible insurance savings, the request from the Health Department of their benefit contribution of \$480,000, reduction in the VACKC levy, reductions in on the estimated bond savings, a flat percentage for salary increases, reduction of stipends, the special litigation fees line item, the special reserve fund, the six-month fund balance policy discussion in committee, the 27th payroll dilemma, and possible other areas where cuts can be made to the budget.

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA – None

CHAIRMANS REPORT – No report

REVIEW BOARD ACTION ITEMS – Vice Chair Cullick asked the committee to review the agenda for any updates or changes.

Discussion on the Approval of the 2018 Comprehensive Noxious Weed Work Plan, the elimination of the Ad Hoc Zoning Committee, and the Intergovernmental Agreement with the Village of Millbrook.

There was consensus by the committee to have Mr. Koepfel prepare and finalize the Intergovernmental Agreement with the Village of Millbrook, without legal review, and have available at the October 17, 2017 County Board meeting for discussion.

EXECUTIVE SESSION – Not needed

ADJOURNMENT – Member Gilmour moved to adjourn the meeting at 6:11p.m., Member Hendrix seconded the motion. **The motion was unanimously approved by a 6-0 voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary