

**KENDALL COUNTY BOARD AGENDA
ADJOURNED JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, July 21, 2020 at 9:00 a.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
 - A. Honoring Floyd Dierzen
6. Public Comment
7. Public Hearing
 - Hearing for proposed Downstate Small Business Stabilization applications funded by Community Development Block Grant (CDBG) funds
8. Consent Agenda
 - A. Approval of County Board Minutes from June 16, 2020
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$2,071,190.65
 - D. Approve Resolution to Appoint Judges of Elections
 - E. Approval of Setting the Salary for the Kendall County Public Defender in the Amount of \$161,064.16 Effective July 1, 2020
 - F. Approve Chicago HIDTA Security Office and Facility Manager service contract with Kendall County as the Fiduciary Agent effective August 5, 2020 through August 4, 2022, in the amount of \$66,000.00
 - G. Approval of Petition 2012-13 Request from the Kendall County Planning, Building and Zoning Committee for a Resolution Designating the Zoning Administrator and His/her Designee as the Administrator of the Kendall County Stormwater Management Ordinance
 - H. Approval to Release the July 13, 2020, Kendall County Planning, Building and zoning Committee Executive Session Meeting Minutes
 - I. Approve Resolution approving the low bid of Homer Tree Service in the amount of \$20,475 for tree removal on Eldamain Road
 - J. Approval of Intergovernmental Agreement for Kendall County Transportation Alternatives Program (“KC-TAP”) funding grant to the Village of Oswego for installing pedestrian signals and signs at the intersection of Plainfield Road (County Highway 22) and Woolley Road (2020)
 - K. Approval of a Resolution of Support for Emerson Creek Events Downstate Small Business Stabilization Program Application
 - L. Approval of a Participation Agreement Between Kendall County and Emerson Creek Events
 - M. Approval of a Resolution of Support for Brentwood Operations Downstate Small Business Stabilization Program Application
 - N. Approval of a Participation Agreement Between Kendall County and Brentwood Operations
9. Old Business
10. New Business
 - A. Approval of Agreement Between Kendall County and the Gateway Foundation Inc.
11. Elected Official Reports & Other Department Reports
 - A. Sheriff
 - B. County Clerk and Recorder
 - C. Treasurer
 - D. Clerk of the Court
 - E. State’s Attorney
 - F. Coroner
 - G. Health Department
 - H. Supervisor of Assessments
12. Standing Committee Reports
 - A. Facilities
 1. Approval of Change Order #1 – Price Change for Additional Design of Mechanical System for Kendall County Board Room in the Amount of \$9,650.00
 - B. Highway
 1. Approve Professional Services Agreement with HR Green for Phase II Engineering of Eldamain Road Extension – Supplement #4 in the amount of \$123,551
 - C. Law Justice Legislation
 1. Approval of Memorandum of Agreement between the Kendall County Emergency Management Agency and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office

D. Admin/HR

- 1 Approval of Temporary Non-Precedential addition to Section 6.1.C – Maximum Vacation Accumulation due to COVID-19

13. Special Committee Reports
14. Other Business
15. Chairman's Report

Appointments

Jamal Williams – Merit Commission – 5 year term – Expires July 2025
Ken Holmstrom – Oswego Fire District – 3 year term – Expires April 2023
Rodger Long – Oswego Fire District – 3 year term – Expires April 2023

16. Public Comment
17. Questions from the Press
18. Executive Session
19. Adjournment

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

**KENDALL COUNTY BOARD
REGULAR JUNE MEETING
June 16, 2020**

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, June 16, 2020 at 9:00 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Elizabeth Flowers (remote call in), Scott Gengler (remote call in), Tony Giles (remote call in), Judy Gilmour, Audra Hendrix (remote call in), Matt Kellogg, Matt Prochaska and Robyn Vickers (remote call in). Members absent: None.

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

THE AGENDA

Member Cesich moved to approve the agenda. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting. **Motion carried.**

SPECIAL RECOGNITION

Veteran Memorial Scholarships

Chad Lockman Superintendent of the Veterans Assistance Commission announced the 4 scholarship winners – Hannah Schaefermeier, Hayley Jones, Kelsey Edwards and Isabel Rodriguez.

Chairman Gryder thanked Judy Gilmour for the colored pencil drawing of the 1864 Courthouse.

PUBLIC COMMENT

Todd Milliron spoke about an email he sent regarding a Citizens Oversight Panel for law enforcement.

PUBLIC HEARING

Downstate Small Business Stabilization

Chairman Gryder opened the public hearing for proposed Downstate Small Business Stabilization applications funded by Community Development Block Grant (CDBG) funds. Mr. Gryder explained that this is a program from the Illinois Department of Commerce and Economic Opportunity that is providing funds for 60 days of working capital to small businesses. Non-essential for profit private small businesses with 50 or fewer employees are allowed to apply with some exceptions. The application must be through a unit of local government in order to administer the funds. A participation agreement between the County and the business is to be put in place to define the partnership. Funds will not need to be repaid as long as the business remain open for at least 60 days or reopen and retained or reemploy current jobs next year. Application received from Home Shows Inc. No comments from the public, Chairman Gryder closed the public hearing.

CONSENT AGENDA

Member Prochaska moved to approve the consent agenda of **A)** county board minutes from May 19, 2020; **B)** standing committee minutes; **C)** claims in an amount not to exceed \$1,775,821.94; **D)** Contract with University of Chicago for Professional Service Contract for \$87,500.00 from May 1, 2020 to April 30, 2021; **E)** Family Violence Coordinating Council Grant; **F)** Intergovernmental Agreement between the Village of Plattville and the County of Kendall to administer the County's ordinances for Zoning, Building Code, Subdivision Control, and Stormwater Management within the jurisdiction of the Village of Plattville for a term of one (1) year in the amount of \$1.00 plus associated costs paid by the Village of Plattville to the County of Kendall; **G)** Resolution authorizing execution and amendment of Section 5311 Grant Agreement; **H)** Low bid from Altorfer Industries in the amount of \$62,500 for the purchase of a Caterpillar 259D3 Compact Loader and attachments; **I)** Intergovernmental Agreement between Kendall County and the Village of Minooka for shared maintenance within rights-of-way; **J)** Resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes along Ridge Road between Theodore Street and Caton Farm Road in Kendall County, Illinois; **K)** Ordinance establishing an altered speed limit on Jughandle Road; **L)** 2020 Transit Connect Cargo Van purchase from Gjoivick Ford in the amount of \$27,450.60. Member Cesich seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

C) COMBINED CLAIMS: ADMIN \$348.64; ANML CNTRL WRDN \$7,395.00; BEHAV HLTH \$2,400.00; CIR CLK \$51,428.33; CIR CRT JDG \$3,382.33; COMB CRT SVS \$218.13; COMM ACTN SVS \$22,044.25; CRNR \$1,465.56; CORR \$34,801.37; CNTY ADMIN \$229,339.72; CNTY BRD \$113,944.71; CNTY CLK \$2,491.12; HIGHWAY \$387,009.55; EMA \$2,401.88; EMPL BFITS \$8,239.50; ENVIRO HLTH; \$108.10; FCLT MGMT \$ 41,209.17; GIS \$1,663.45; JURY COMM \$1,725.37; PBZ \$1,304.85; PRSDG JDGE \$11,379.24; PROB SVS \$9,578.85; PRGM SUPP \$523.45; PUB DEF \$495.00; ROE \$6,487.31; SHF \$28,749.30; STATES ATTY \$4,965.04; TECH \$11,350.07; TRSR \$58.49; UTIL \$440.12; VET \$18.89; FP \$711,363.60; SHF \$56,918.79; SHF \$20,572.76

F) A complete copy of IGAM 20-39 is available in the Office of the County Clerk.

G) A complete copy of Resolution 20-32 is available in the Office of the County Clerk.

I) A complete copy of IGAM 20-40 is available in the Office of the County Clerk.

J) A complete copy of Resolution 20-33 is available in the Office of the County Clerk.

K) A complete copy of Ordinance 20-10 is available in the Office of the County Clerk.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

EMA Director

Roger Bonuchi provided an updated Covid report.

Sheriff

Sheriff Baird reviewed the 6 month report.

County Clerk

Revenue Report		5/1/20-5/31/20	5/1/19-5/31/19	5/1/18-5/31/18
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$972.50	\$787.50	\$747.50
MARFEE	County Clerk Fees - Marriage License	\$990.00	\$1,950.00	\$1,950.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$45.00		
CRTCOP	County Clerk Fees - Certified Copy	\$724.00		
NOTARY	County Clerk Fees - Notary	\$315.00		
MISINC	County Clerk Fees - Misc	\$15.00	\$1,663.50	\$2,096.00
	County Clerk Fees - Misc Total	\$3,061.50	\$4,401.00	\$4,793.50
RECFEE	County Clerk Fees - Recording	\$32,715.00	\$26,878.00	\$24,833.00
	Total County Clerk Fees	\$35,776.50	\$31,279.00	\$29,626.50
CTYREV	County Revenue	\$26,861.25	\$41,017.00	\$42,949.00
DCSTOR	Doc Storage	\$19,215.50	\$15,676.50	\$14,931.50
GISMAP	GIS Mapping	\$60,810.00	\$26,468.00	\$25,215.00
GISRCD	GIS Recording	\$4,054.00	\$3,310.00	\$3,153.00
INTRST	Interest	\$26.93	\$16.17	\$24.74
RECMIS	Recorder's Misc	\$619.00	\$3,539.00	\$3,194.00
RHSP	RHSP/Housing Surcharge	\$17,505.00	\$14,175.00	\$13,455.00
TAXCRT	Tax Certificate Fee	\$640.00	\$1,040.00	\$1,280.00
TAXFEE	Tax Sale Fees		\$35.00	\$90.00
PSTFEE	Postage Fees		\$0.00	\$0.00

CK # 18953 To KC Treasurer \$165,508.18 \$136,555.67 \$133,918.74

County Clerk Debbie Gillette spoke about and answered questions regarding the upcoming changes in the Election Law.

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 SIX MONTHS ENDED 05/31/2020

<u>REVENUES*</u>	Annual <u>Budget</u>	2020 YTD <u>Actual</u>	2020 YTD <u>%</u>	2019 YTD <u>Actual</u>	2019 YTD <u>%</u>
Personal Property Repl. Tax	\$390,000	\$236,005	60.51%	\$257,450	69.58%
State Income Tax	\$2,300,000	\$1,316,979	57.26%	\$1,497,559	67.41%
Local Use Tax	\$700,000	\$467,137	66.73%	\$410,432	59.92%
State Sales Tax	\$550,000	\$303,040	55.10%	\$260,128	47.30%
County Clerk Fees	\$325,000	\$195,512	60.16%	\$144,079	44.33%
Circuit Clerk Fees	\$1,350,000	\$565,178	41.87%	\$317,788	39.72%
Fines & Foreits/St Atty.	\$300,000	\$147,714	49.24%	\$109,929	33.82%
Building and Zoning	\$68,000	\$43,444	63.89%	\$31,031	45.63%
Interest Income	\$200,000	\$117,582	58.79%	\$155,139	103.43%
Health Insurance - Empl. Ded.	\$1,266,656	\$617,556	48.75%	\$605,796	47.87%
1/4 Cent Sales Tax	\$3,105,000	\$1,548,480	49.87%	\$1,493,058	48.09%
County Real Estate Transf Tax	\$425,000	\$261,760	61.59%	\$183,469	43.17%
Federal Inmate Revenue	\$2,044,000	\$1,131,520	55.36%	\$1,084,725	67.01%

Sheriff Fees	\$170,000	\$52,566	30.92%	\$83,159	46.89%
TOTALS	\$13,193,656	\$7,004,471	53.09%	\$6,633,744	54.89%
Public Safety Sales Tax	\$5,324,000	\$2,670,982	50.17%	\$2,619,659	50.19%
Transportation Sales Tax	\$6,000,000	\$2,670,982	44.52%	\$2,619,659	52.39%

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

Treasurer Jill Ferko stated that the first installment collection went well. They received 852 waivers and had a distribution of \$30 million go out already.

State's Attorney

State's Attorney Eric Weis reminded everyone that the Traffic court is being held at the Yorkville High School. The Domestic Violence Response Team is in full operation and jury trials are scheduled to start in July.

Coroner

Description	**	May 2020	Fiscal Year-to-Date	May 2019
Total Deaths		39	204	21/140
Natural Deaths		38	193	19/133
Accidental Deaths		1	7	1/1
Pending		0	0	0/0
Suicidal Deaths		0	4	0/3
Homicidal Deaths		0	0	0/0
Toxicology		1	14	2/8
Autopsies		1	12	2/8
Cremation Authorizations		25	126	11/67

Scenes Responded to:	Transported by Coroner's Office:	External Examinations:
2	1	1

**

(A):

- 05/17/2020 – Plano – 35yo, Female, Overdose Death

PERSONNEL/OFFICE ACTIVITY:

- No Report

COVID-19 (Pandemic Response) Deaths WITHIN Kendall County:

- 04/29/2020 – 95yo, Male, Yorkville, Facility
- 05/02/2020 – 86yo, Female, Oswego, Facility
- 05/06/2020 – 91yo, Female, Yorkville, Facility
- 05/09/2020 – 89yo, Female, Oswego, Facility

There were also two (2) deaths reported to the office where the subject's cause of death was NOT listed as COVID-19, however, the person did test Positive (+) for COVID-19 at the time of death:

- 05/05/2020, 84, Female, Oswego, Facility
- 05/11/2020, 89, Female, Oswego, Facility

Supervisor of Assessment

Supervisor of Assessment Andy Nicoletti provided an Estimate of the 2020 EAV. Members discussed the farmland calculation.

STANDING COMMITTEE REPORTS

Finance

Master Power Supply Agreement

Member Kellogg moved to approve the addendum to the Master Power Supply Agreement between Kendall County and Eligo Energy IL, LLC (approved on June 2, 2020) Attachment E. Member Prochaska seconded the motion.

County Administrator Scott Koeppel explained that Ameren is being added to the agreement.

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

A complete copy of IGAM 20-37 is available in the Office of the County Clerk.

Administration/HR

Horton Group Fee Agreement

Member Cesich moved to approve the fee agreement between Kendall County and The Horton Group Inc. for a term of 3 years commencing on July 1, 2020. Member Giles seconded the motion.

County Administrator Scott Koeppel explained that this covers all services provided and additional services.

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

A complete copy of IGAM 20-41 is available in the Office of the County Clerk.

Planning, Building and Zoning

Camelot Farm Extension

Member Prochaska moved to approve a resolution granting a three (3) year extension to the recording of the final plat of subdivision for Camelot Farm (Petition 08-18). 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 Resolution 20-34 is available in the Office of the County Clerk.

Petition 20-11

Member Prochaska moved to approve Petition 20-11 request from the Kendall County Planning, Building and Zoning Committee to repeal and replace Resolution 2009-22 pertaining to the composition of the Kendall County Stormwater Management Planning Committee by making the composition of the Stormwater Management Planning Committee equal between the County Board Districts. 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 20-35 is available in the Office of the County Clerk.

Petition 19-43

Member Prochaska moved to approve Petition 19-43 request from the Kendall County Historic Preservation Commission for amendments to the Kendall County Historic Preservation Ordinance pertaining to definitions, Historic Preservation Commission Powers and Authorities, terms and appointments of Preservation Commission Members, nomination procedures of landmarks and historic districts, alteration, construction, demolition and maintenance provisions, penalties, and application fee. 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 20-11 is available in the Office of the County Clerk.

Animal Control

Member Cesich stated that the building looks great and will be open to the public on June 17, 2020. The trailer will be moved to the gun range.

Highway

Conveyance of Land – Forest Preserve

Member Hendrix moved to approve an agreement between the County of Kendall and the Kendall County Forest Preserve District regarding conveyance of land located on Eldamain Road. Member Cesich 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 20-43 is available in the Office of the County Clerk.

Economic Development

Resolution – Home Shows Inc.

Member Hendrix moved to approve a Resolution of Support for Home Shows Inc. Downstate Small Business Stabilization Program application. Member Cesich 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 20-36 is available in the Office of the County Clerk.

Participation Agreement – Home Shows Inc.

Member Hendrix moved to approve a Participation Agreement between Kendall County and Home Shows Inc. 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 20-42 is available in the Office of the County Clerk.

SPECIAL COMMITTEE REPORTS

Northwest Water Planning Alliance

Member Hendrix informed the board of the contaminants in the water and the supply demand we are going to need to meet.

Kendall Housing Authority

Chairman Prochaska stated that the Rental Housing Support Program wait list opened up and there were 150 applicants.

Census

Member Vickers reported that Kendall County is 3rd in the State for census response with a rate of 71%. They will be putting up yard signs and 4x4 highway signs.

Chairman's Report

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

Appointment(s)

David Kellogg (replaces Floyd Dierzen) –Newark Fire District Trustee –expires April 2021
David Thompson (replaces Floyd Dierzen) – KenCom Executive Board Newark Fire District Delegate
Pam Geigenheimer – Tax Board of Review – 2 year term – expires May 2022

EXECUTIVE SESSION

Member Kellogg made a motion to go into Executive Session for (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

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

Approved and submitted this 22nd day of June, 2020.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS
ADMIN HR REMOTE MEETING**

Monday, July 6, 2020

CALL TO ORDER – Member Flowers called the meeting to order at 5:31.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Present		
Scott Gengler	Here		
Judy Gilmour	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

Others in Attendance: Mera Johnson, Matt Kinsey, Scott Koeppel, Tracy Page

APPROVAL OF AGENDA – Motion made by Member Vickers second by Member Gilmour to approve the agenda. **Roll Call: Chair Flowers - Aye, Member Gengler – Yes, Member Gilmour – Yes, Member Prochaska – Yes, Member Vickers – Yes, the agenda was approved by a 5-0 vote.**

APPROVAL OF MINUTES – Motion made by Member Gilmour, second by Member Prochaska to approve the June 17, 2020 minutes. **Roll Call: Chair Flowers - Aye, Member Gengler – Yes, Member Gilmour – Yes, Member Prochaska – Yes, Member Vickers – Yes, the agenda was approved by a 5-0 vote.**

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

- *Administration* – Mr. Koeppel explained that ISACO has a third party company called GIS Benefits that offers a fee in lieu program for Insurance Benefits. Staff would like permission to provide aggregate data so GIS can provide information on what if any savings they can provide the County. **There was consensus from the Committee to have Bob Jones provide the aggregate data to GIS.**

Mr. Koeppel asked the Committee about what they preferred in terms of the Codification process. There were two companies that submitted RFQs. **There was consensus from the Committee to have both companies present in front of the Committee.**

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Discussion and Approval of Maximum Vacation Time and COVID-19 Policy* – Mr. Koepfel explained that the County’s current vacation time accrual policy allows employees to only accrue one and a half times their annual accrual rate. With the COVID-19 Pandemic travel is limited and key positions need to be on the job to ensure the County functions appropriately. This policy would temporarily lift this restriction for a year to allow employees to take vacation without losing anytime. **Motion made by Member Gilmour, second by Member Vickers to forward this temporary vacation accrual revision to the County Board for approval. Roll Call: Chair Flowers - Aye, Member Gengler – Yes, Member Gilmour – Yes, Member Prochaska – Yes, Member Vickers – Yes, the motion passed unanimously.**

- *Discussion and Approval of Tyler Socrata Open Finance quote not to exceed \$21,600* – Mr. Kinsey explained that this is an add on to the Tyler Munis Program that was implemented late last year. This program provides a financial dashboard on the County’s Transparency website. Member Gilmour asked if this was previously budgeted for and what budget it would be taken from. Mr. Kinsey explained that the initial cost would be taken from the Treasurer’s budget. However, reoccurring costs of \$16,000 would come from the General Fund in future budget years. Mr. Koepfel showed the Committee a demonstration via the Village of Oswego website. Member Gilmour asked that because this is a large reoccurring cost and is something we already do, even though it would provide more data and make data more accessible to citizens the entire Board should see what benefits this provides before a decision is made. **Member Gengler made a motion, second for Member Vickers to have the program demonstrated at a Committee of the Whole Meeting. Chair Flowers called for a roll call vote with all members present voting yes the motion passed unanimously.**

- *Discussion and Approval of a Resolution of the County of Kendall Authorizing the Execution of an Intergovernmental Cooperation Agreement Between the County and the Town of Normal, McLean County, Illinois, Authorizing Normal to Exercise the Powers of the County of Kendall in Connection with an MCC Program and a Loan Finance Program* – Mr. Koepfel explained that this is an ongoing program that assists those purchasing a home in Kendall County. The Program just needs to be renewed and is a Federal Program that requires an IGA with Town of Normal that administers the Program. **Member Gilmour made a motion, second by Member Vickers to have the State’s Attorney’s Office review the IGA then on to the County Board for Approval. Chair Flowers called for a roll call vote with all members present voting yes the motion passed unanimously.**

EXECUTIVE SESSION - None

ITEMS FOR COMMITTEE OF THE WHOLE –

- *Tyler Socrata Open Finance Program Demonstration*

ACTION ITEMS FOR COUNTY BOARD –

- *Maximum Vacation Time and COVID-19 Policy*
- *Resolution of the County of Kendall Authorizing the Execution of an Intergovernmental Cooperation Agreement Between the County and the Town of Normal, McLean County, Illinois, Authorizing Normal to Exercise the Powers of the County of Kendall in Connection with an MCC Program and a Loan Finance Program.*

ADJOURNMENT – Member Vickers made a motion to adjourn the meeting, second by Member Gilmour **Chair Flowers called for a roll call vote, with all members present voting yes the meeting adjourned at 6:11 p.m.**

Respectfully Submitted,

Mera Johnson
Risk Management and Compliance Coordinator

**COUNTY OF KENDALL, ILLINOIS
ADMIN HR REMOTE MEETING**

Wednesday July 15, 2020

CALL TO ORDER – Member Flowers called the meeting to order at 5:31pm.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Present		
Scott Gengler	Here		
Judy Gilmour		5:33pm	
Matthew Prochaska	Here		
Robyn Vickers	Here		

Others in Attendance: Mera Johnson, Scott Koeppel, Mike Neuenkirchen – KAT, James Bonneville – Municode, Kimbill Clark – Municode, Rich Frommeyer – American Legal

APPROVAL OF AGENDA – Motion made by Member Gilmour second by Member Gengler to approve the agenda. **Roll Call: Chair Flowers - Aye, Member Gengler – Yes, Member Gilmour – Yes, Member Prochaska – Yes, Member Vickers – Yes, the agenda was approved by a 5-0 vote.**

APPROVAL OF MINUTES – Motion made by Member Vickers, second by Member Gengler to approve the July 6, 2020 minutes. **Roll Call: Chair Flowers - Aye, Member Gengler – Yes, Member Gilmour – Yes, Member Prochaska – Yes, Member Vickers – Yes, the agenda was approved by a 5-0 vote.**

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

- *Administration* – Mr. Koeppel informed the Committee that the housing MCC item is still at the State’s Attorney’s Office being reviewed, once legal review is complete it will go to the Board for approval.

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Presentation ISACo & GIS Benefits Cash in Lieu Program* – Mr. Koeppel explained that after the Health Insurance data was forwarded to GIS and analyzed they determined the County is not a good candidate for this program, it would be cost prohibitive. They will check back with the County in a year to reevaluate.
- *Presentation Codification American Legal Publishing Corporation* – Rich Frommeyer from American Legal explained they have many clients from large

cities, they also focus on a strong legal review component. Member Prochaska asked about older ordinances and resolutions and the cost for reviewing Committee Minutes all the way back to 1841. Mr. Frommeyer responded that most entities select a year and move forward from that date. There would be an additional cost to review committee minutes and cross reference duplicates etc. Member Gengler asked about Word format. Member Gilmour asked about project leads and the Clerk's involvement in the process especially with the election coming up. Mr. Frommeyer explained that Word format is available. He explained that he estimates Kendall County's document would be 600 pages or so and the cost would be \$13,000 with additional costs for reviewing minutes and adding new ordinances. Mr. Koepfel asked about server storage. Mr. Frommeyer explained it would be on American Legal's server.

- *Presentation Codification Municode* – James Bonneville from Municode explained that their focus is twofold depending on the client's needs, there is a self-publishing option or another where updates are sent to Municode for incorporation. With either option an initial review of documents is done with a Memo outlining Ordinances and Resolutions. The documents are available in Word format; they are hosted on Municode's server with Kendall County's banner added to the website for continuity. Member Prochaska asked about looking at committee minutes for older Ordinances. Mr. Bonneville indicated that would be an additional cost. Mr. Koepfel noted that currently Ordinances and Resolutions are listed on the website back to 1970. Mr. Kimbill explained that with the self-publishing option there can be staff backend review and Board approval before publishing. Mr. Bonneville also noted that staff would be able to search other Counties that use Municode ordinances for reference. There would also be a Word search option. The cost would be \$9000 for 10 font or \$18 a page for 12 font. Member Prochaska inquired about a timeline. Mr. Bonneville responded that it would be a 10-12-month process.
- *KAT Capital Grant Application for the KAT Fleet* - Mike Neuenkirchen with the KAT Program explained that they are applying for some Capital Funds through the State's Rebuild Illinois Program. KAT would be applying for approximately \$500,000 mainly for cameras for buses and a plan for storage space for buses. Mr. Koepfel explained that many of these grants require shovel ready projects and having a plan for a future KAT facility would be helpful. This item needs a public hearing and Board approval. **Motion made by Member Prochaska, second by Member Gengler to forward this item to the County Board for approval at the August 3rd, 2020 Board Meeting. Chair Flowers asked for a Roll Call with all members voting yes the motion passed unanimously.**

EXECUTIVE SESSION – None

ITEMS FOR COMMITTEE OF THE WHOLE – None.

ACTION ITEMS FOR COUNTY BOARD –

- *KAT Capital Grant Application for the KAT Fleet – August 2, Board Meeting*

ADJOURNMENT – Member Vickers made a motion to adjourn the meeting, second by Member Gengler **Roll Call: Chair Flowers - Yes, Member Gengler – Yes, Member Gilmour – Yes, Member Prochaska – Yes, Member Vickers – Yes, the meeting adjourned at 6:50 p.m.**

Respectfully Submitted,

Mera Johnson
Risk Management and Compliance Coordinator

**COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Tuesday, June 30, 2020**

Call to Order - Committee Chair Matt Kellogg called the Budget and Finance Committee to order at 4:05p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Scott Gryder		4:11p.m.	
Audra Hendrix	Here		
Matt Kellogg	Yes		
Matthew Prochaska	Here		

Others Present – Roger Bonuchi, Latreese Caldwell, Robyn Ingemunson, Scott Koeppel, Judge Robert Pilmer, Jim Smiley

Approval of Agenda – Member Prochaska made a motion to approve the agenda with the following additions: under Items of Business, add a Court Services update and a Cures Funding update, second by Member Hendrix. **With four members present voting aye to amending the agenda, the motion passed by a vote of 4-0.**

Member Gryder joined the meeting at 4:11p.m.

Approval of Forwarding Claims for Final Approval – Motion made by Member Hendrix, second by Member Prochaska. Member Prochaska requested that the County Clerk provide all future claims listings with the juror names redacted. Discussion regarding the County Board room renovation. Mr. Smiley stated that the Bid Ad was posted last week, the Walk Through will be July 10th, Bids due to Facilities on July 27th, Bid Opening by Facilities Management and possibly a Special Committee of the Whole for Bid Discussion and Approval on July 30th. **With five members present voting aye, the motion carried by a vote of 5-0.**

Department Head and Elected Official Reports

Items from Other Committees - None

Items of Business

- *Court Services Update* - Circuit Clerk Robyn Ingemunson provided Fines and Fees information from 2018, 2019 and 2020, she also explained the impact that the Criminal Traffic Assessment Act, explained the New Fines and Fees statistics, and the Covid-19 Pandemic have had on the revenue by 45 percent compared to what was originally projected. Ms. Ingemunson reported that revenue from traffic tickets have decreased and

evictions are also down, but expected to increase in the next few months. Ms. Ingemunson will continue to advise the Committee of the Circuit Clerk finances as changes occur.

- *Discussion of the Purchase and Distribution of PPE by Kendall County EMA* – EMA Director Bonuchi stated that based on the last 60-days, he doesn't anticipate the need for additional PPE purchases as long as the scope is narrowed down to supplying County needs only. Previously the County EMA distributed equipment to any organization that asked including Townships, Nursing Homes, Municipalities, Fire Districts, Police Departments, and School Districts. Mr. Bonuchi stated that there will be no supplies available at no cost through the State of Illinois after July 15. Director Bonuchi said the County has enough supplies available for the County through the month of November, but any new supplies will have to be purchased. Director Bonuchi stated that the County is able to submit Public Assistance Grant applications for any item related to Covid-19, but that funding source will end July 31, 2020. EMA has not applied for any grant funding at this point.

Mr. Koepfel stated that there were two options: the Illinois CURES Act that would pay for Covid-19 related items at one-hundred percent, and the other option was to submit a grant application to FEMA for reimbursement funds with a minimum of twenty percent cost share from the County. Mr. Koepfel reported he received news today that the County would be receiving CURES Act funds, and that he plans to use Illinois CURES Act funds to get costs covered at one-hundred percent as much as possible, and then go to FEMA funds for other Covid-19 reimbursements.

- *Discussion of a Resolution of the Kendall County Board Abolishing the Board of Directors of the Tuberculosis Care and Treatment Fund* – Member Prochaska stated that this item has gone before the Administration HR Committee for review several times, and comes to the Finance Committee for further discussion. Mr. Prochaska said that he did discuss this proposed action with Dr. Tokars prior to her departure, and that she was in agreement. Prochaska explained that the TB Board is the only such disease Board in the County, and that the Board of Health has full authority over this Board. The resolution, if approved by the County Board, would abolish the TB Board of Directors, and allow the County Board to increase the Board of Health Board by an additional three members, from eight to eleven members.

Member Gryder made a motion to forward the item to the County Board for approval, second by Member Prochaska. **With five members present voting aye, the motion carried.**

- *Cure Funding Update* - Member Prochaska reported that Kendall County received over one-million dollars from the Federal CURE Act Program. CURE, the Coronavirus Relief Fund Assistance Program for Local Governments, from the Illinois Association of County Board Members, Department of Commerce and Economic Opportunity, and the Illinois Governor's Office. The Department of Commerce and Economic Opportunity started accepting applications for eligible expense reimbursements Monday, July 6, 2020.

The closing date for applications is July 17. Each municipality and county in Illinois has been assigned a dollar amount of funding to be used for government expenses incurred during the Covid-19 pandemic. Examples of eligible reimbursements are temporary public medical facilities, costs of providing COVID-19 testing, emergency medical response expenses, public health expenses (including Covid-19-related communications costs), payroll expenses for public safety, public health, health care, human services, expenses for actions taken to facilitate compliance with COVID-19 related public health measures, and more. Discussion on any requirements for utilization, and the specifics of the fund amount distributed to the County.

Public Comment – None

Questions from the Media – None

Items for the July 7, 2020 County Board Meeting

- *Final Approval of Claims*
- *Discussion and Approval of a Resolution of the Kendall County Board Abolishing the Board of Directors of the Tuberculosis Care and Treatment Fund*

Executive Session – Not needed

Adjournment – Member Prochaska made a motion to adjourn the Budget and Finance Committee meeting, Member Gryder seconded the motion. **The meeting was adjourned at 5:16p.m. by a 5-0 vote.**

Respectfully submitted,

Valarie McClain
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
Law, Justice and Legislation Committee
Monday, July 13, 2020
Remote Meeting Minutes

Call to Order and Pledge Allegiance – Chair Tony Giles called the meeting to order and led the Pledge of Allegiance.

Roll Call:

Committee Member	Status	Arrived at Meeting	Left Meeting
Tony Giles	Here		
Judy Gilmour	Here		
Audra Hendrix	Here		
Matthew Prochaska	Here		
Robyn Vickers	Present		

With five members present voting yes, a quorum was formed to conduct business and the meeting began at 3:15p.m.

Others Present: Sheriff Dwight Baird, EMA Director Roger Bonuchi, Public Defender Vicki Chuffo, Court Services Director Alice Elliott, Chief Deputy Coroner Levi Gotte, County Administrator Scott Koepfel, Sheriff’s Office Commander Jason Langston, Drug Court Coordinator Melissa Moore, Sheriff’s Office Manager Tracy Page, and Sheriff’s Office Chief Deputy Mike Peters

Member Hendrix made a motion to approve the agenda, second by Member Vickers.

Roll Call Vote to Approve Agenda

Committee Member	Status
Judy Gilmour	Yes
Audra Hendrix	Yes
Matthew Prochaska	Yes
Robyn Vickers	Yes
Tony Giles	Yes

With five members present voting aye, the agenda was approved.

Approval of Minutes – Member Hendrix made a motion to approve the June 8, 2020 meeting minutes, second by Member Vickers.

Roll Call Vote to Approve Minutes

Committee Member	Status
-------------------------	---------------

Audra Hendrix	Aye
Matthew Prochaska	Yes
Robyn Vickers	Yes
Tony Giles	Yes
Judy Gilmour	Yes

With five members present voting aye, the motion carried.

Public Comment - None

Status Reports

Coroner – Chief Deputy Coroner Levi Gotte reviewed the monthly report with the committee, and reported 29 total deaths for the month of June, two pending suicidal, and three accidental, for a total of 233 year-to-date deaths. Member Hendrix asked if there is an increase in suicidal deaths, and asked the Coroner’s Office to keep watch for any upward trends or increases and report to the Committee. Written report provided.

EMA – Written report provided. Director Roger Bonuchi reported they are in the process of applying for a grant in anticipation of any upswing in Covid-19 cases, and the termination of free PPE supplies from the State. Mr. Bonuchi has compiled an inventory of PPE supplies currently available for all county employees. Mr. Bonuchi stated that he believes if there is a second wave of the virus he anticipates the state will again provide free PPE supplies from the state.

Mr. Bonuchi is working with KenCom Director Lynnette Bergeron on rewriting the severe weather policy for the County, and should complete the rewrite this month.

Bonuchi also stated there was a small hazmat incident, and said he is working on the update of the Emergency Operations Plan, and researching a vendor to conduct the Hazardous Mitigation Plan for the County. The vendor would be paid by a federal or state grant, with no cost to the County.

Kendall County Rescue responded to three different events in the month of June. Siren and STARCOM testing continued for the month of June. WSPY EAS system is currently non-functional, and WSPY has been working to resolve the issue.

Public Defender – Written report provided. Public Defender Chuffo stated they have seen a trend to giving more appointments with misdemeanor in Traffic and Juvenile Delinquency in the last month, and she thinks this will continue to increase, and will track the appointments and report back to the committee. Ms. Chuffo stated that the Juvenile appointments for delinquencies are getting more serious as far as the offenses that were alleged, and also an increase in very serious cases of abuse/neglect. This has caused an increase in the use of experts in the abuse/neglect cases in their budget.

Court Services –Director Elliott reported they are trending back to normal days of detention after covid-19 and the restricted time. Those restrictions are being lifted. Ms. Elliott also stated an increase in the number of juvenile cases and the complexity of those cases, including mental health issues and family crisis issues within the home. She stated that her personnel continues to monitor and continue delivery of service to the youth in the home and involved with the court.

Ms. Elliott reported that last month they received word that they were receiving additional funding from the Supreme Court for one of the positions that was previously only salaried subsidized funded, which is retro funded to July 2019. This has decreased the County only funded positions to just three. This shows the Supreme Court is really committed to Community based corrections and how effective it can be. Also utilizing virtual contact appointments, and also part of a study to track those findings.

Ms. Elliott stated they've had a slight set-back in pre-trial accreditation with the pre-trial supervisor moving to the Aurora Police Department recently, and Ms. Elliott will begin interviews soon for a replacement in August. Written report provided.

Discussion on the Cures Act funding and Covid-19, and an email coming to Department Heads and Elected Officials regarding possible reimbursement for other costs related to the pandemic, what's eligible and what is not guidance.

Sheriff's Report

- a. Operations Division – Commander Langston made note that the new evidence custodian and fleet manager has integrated into the position well and has seen an uptick in the number of items being destroyed, they've completed the evidence room audit with no issues and have been able to reorganize the office and get rid of items as appropriate. Written report provided.
- b. Corrections Division – Chief Deputy Mike Peters stated they have tried to return to normal as safely as possible, pacing to ensure each step of recreational for inmates, and adjusting when necessary when accommodating other programs, and they begin religious services again this weekend. Written report provided.
- c. Records Division – They had some reduction in records due to Covid-19, and will begin resuming evictions later this month. Written report provided.

Old Business – None

New Business – None

From Sheriff's Office:

- *Discussion and Approval of Body Worn Cameras for Patrol and Corrections* – Sheriff Baird reported this concept has been discussed as part of the 5-year Capital plan for some time, and with KenCom choosing to fund the purchase of radios at \$98,000 for this year, giving the office the ability to move forward with this item up on the list of priorities for this year. Sheriff Baird reported this is supported by Law Enforcement, and ensures more credibility of deputies, and accuracy of incident reporting. Discussion on being pro-active on office policies, being ahead of the curve of operational upgrades and changes, the demo of body worn cameras a few years ago, the decision to move the purchase of these items early in the 5-year capital plan, the state statute regarding body cameras, replacement, storage and maintenance costs and funding for the body cameras, the potential increase in FOIA requests for camera footage, and the possibility of additional staff to fulfill the additional FOIA requests.

Commander Langston stated that it takes an average of one-hour of work for every 10 minutes of video for redaction for FOIA requests.

Motion made by Member Prochaska to forward item to the July 30, 2020 Finance Committee meeting, second by Member Vickers.

Roll Call to Approve Forwarding Discussion and Approval of Body Worn Cameras for Patrol and Corrections item to the July 30th Special Finance Committee Meeting

Committee Member	Status
Judy Gilmour	Yes
Audra Hendrix	No
Matthew Prochaska	Yes
Robyn Vickers	Yes
Tony Giles	Yes

With Members Giles, Gilmour, Prochaska and Vickers voting yes, and Member Hendrix voting no, the motion passed by a vote of 4-1.

From Emergency Management Agency:

- *Approval of Memorandum of Agreement between the Kendall County Emergency Management Agency and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office – Member Hendrix made a motion to forward the item to the County Board for approval, second by Member Prochaska.*

Mr. Bonuchi reported that IPAWS is a federally funded system that by FEMA for moderation of warning systems. IPAWS is a term used for a set of computers and an open-standard for different warning systems and software that are able to send specific messages to IPAWS. There is no cost to the County, but will need Board approval and County Board Chairman signature.

Roll Call for Approval of Memorandum of Agreement between the Kendall County Emergency Management Agency and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office

Committee Member	Status
Judy Gilmour	Yes
Audra Hendrix	Yes
Matthew Prochaska	Yes
Robyn Vickers	Yes
Tony Giles	Yes

- From Drug Court:
Drug Court Coordinator Melissa Moore explained the Gateway Foundation Counseling Services Agreement will include the mental health court if/when that program is developed. This is a renewal agreement, and will allow the Drug Court to utilize state grant funds in order to pay for treatment. This item will be added to the July 21, 2020 County Board agenda.

Chairman’s Report/Comments – No report

Items for the July 21, 2020 Kendall County Board Meeting

- *Approval of Memorandum of Agreement between the Kendall County Emergency Management Agency and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office*

Item for the July 30, 2020 Kendall County Finance Committee Meeting

- *Discussion and Approval of Body Worn Cameras for Patrol and Corrections*
- *Approval of Memorandum of Agreement between the Kendall County Emergency Management Agency and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office*

Public Comment - None

Legislative Update – None

Executive Session – Not needed

Adjournment – Member Hendrix made a motion to adjourn the meeting, second by Member Vickers.

Roll Call to Approve Meeting Adjournment

Committee Member	Status
Matthew Prochaska	Yes
Robyn Vickers	Yes
Tony Giles	Yes
Judy Gilmour	Yes
Audra Hendrix	Yes

With five members in agreement, the meeting adjourned at 4:13p.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant

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 July 13, 2020 – Unofficial until approved

CALL TO ORDER

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

ROLL CALL

Committee Members Present: Scott Gengler, Judy Gilmour, Matt Kellogg (Vice-Chairman), and Matthew Prochaska (Chairman)

Committee Members Absent: Elizabeth Flowers

Also Present: Matt Asselmeier (Senior Planner), Valarie Epperson, Raymond Epperson, and Greg Chrisse

APPROVAL OF AGENDA

Member Gilmour made a motion, seconded by Member Gengler, to approve the agenda as amended by moving the items regarding Fox River Gardens and 56 Riverside Drive to after Petitions. With a voice vote of four (4) ayes, the motion carried.

APPROVAL OF MINUTES

Member Gilmour made a motion, seconded by Member Gengler, to approve the minutes of the June 8, 2020, meeting and June 29, 2020, special meeting. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

Greg Chrisse stated that the property owner at 56 Riverside Drive continues to dump on the property. He emphasized the lack of an elevation baseline; obtaining elevations at this time will not address the fill that has already been placed on the property. Mr. Chrisse requested that the Stormwater Management Ordinance be rewritten or revoked; the Ordinance does not work for older subdivisions. He requested a baseline of the older subdivision in Kendall County.

EXPENDITURE REPORT

The Committee reviewed the expenditure report.

PETITIONS

None

OLD BUSINESS

Request for Guidance Regarding Potential Violations at a Private Park Located in the Fox River Gardens Subdivision (PIN: 02-27-327-010) in Bristol Township

Mr. Asselmeier distributed the State's Attorney's opinion to Committee Members.

Member Kellogg asked if taxes had been paid. Mr. Asselmeier responded that taxes have not been paid and the owners have not been located. The Committee requested that Assessor Nicoletti be asked how much research occurred regarding finding the owners and how the value

of the property was determined.

Valarie Epperson said that Mr. Tuma passed away several decades ago.

The Committee requested that Mr. Asselmeier contact the Circuit Clerk's Office to see if Frank or Anna Tuma's wills were recorded in their office.

Member Gilmour asked what the residents wanted to do with the property. Ms. Epperson wanted to prevent the property from being altered by having trees and vegetation removed. She would like to save the property for wildlife. Ray Epperson expressed concerns more changes could occur in the future and could permanently damage the property.

Request for Guidance Regarding an Alleged Violation to the Stormwater Management Ordinance at 56 Riverside Drive (PIN: 02-27-328-007) in Bristol Township

Mr. Asselmeier presented the report from WBK. Because WBK could not determine when the dumping occurred in relation to the adoption of the Kendall County Stormwater Management Ordinance in 2011, WBK recommended not pursuing legal action against the owner of 56 Riverside Drive for violations to the Kendall County Stormwater Management Ordinance.

Chairman Prochaska asked about historic topographic information and LiDAR data.

Member Gilmour asked about the Illinois Drainage Law. Mr. Asselmeier said that enforcement of the Illinois Drainage Law is a civil matter.

The dumping of materials would be regulated by the Health Department unless junk and debris was dumped or if they continually piled materials in excess of three feet (3') in height.

The Health Department is looking into the dumping of yard waste.

The Committee requested that Mr. Asselmeier ask WBK if they examined historic LiDAR or topographic maps.

NEW BUSINESS

Discussion of Scheduling a Special Planning, Building and Zoning Committee Meeting in Boulder Hill; Committee Could Select a Date, Time, Location, and Agenda Items for the Special Meeting

Chairman Prochaska explained the purpose of having a meeting in Boulder Hill.

The suggestion was made to have Brian Holdiman, Larry Simmons, and representatives of Oswego Township in attendance at the meeting.

Discussion occurred about having the meeting at the same time and same location as the Boulder Hill Neighborhood Watch in September contingent on staying at least at Stage 4 in the COVID response.

Potential agenda topics include protocols and processes, violation and non-violation reports, permit reports, presentation by Brian Holdiman regarding enforcement, overview of zoning and noise ordinances, and the location of ordinances. If Committee members have additional topics, please send those topics to Mr. Asselmeier.

Approval of Proclamation Declaring August Historic Preservation Month in Kendall County

Member Gilmour made a motion, seconded by Member Kellogg, to recommend approval of the Proclamation. With a voice vote of four (4) ayes, the motion carried.

The proclamation will go to the County Board on August 4, 2020.

OLD BUSINESS

Discussion of Kendall County Stormwater Management Ordinance Enforcement

Mr. Asselmeier distributed the State's Attorney's opinion to Committee Members.

Approval to Forward the Draft Citation to the State's Attorney's Office

Member Gengler made a motion, seconded by Member Gilmour, to forward the draft to the State's Attorney's Office. With a voice vote of four (4) ayes, the motion carried.

Approval of a Resolution Designating the Administrator of the Kendall County Stormwater Management Ordinance

Member Kellogg made a motion, seconded by Member Gengler, to recommend approval of the resolution designating the Zoning Administrator as the Administrator of the Kendall County Stormwater Management Ordinance. With a voice vote of four (4) ayes, the motion carried.

The proposal will go to the County Board on July 21, 2020.

Approval of Establishing a Policy Setting a Maximum Dollar Amount by Which the Planning, Building and Zoning Department May Investigate Violations to the Kendall County Stormwater Management Ordinance Without Prior Planning, Building and Zoning Committee Approval

Member Kellogg made a motion, seconded by Member Gengler, to approve the policy setting the dollar amount at One Thousand Five Hundred Dollars (\$1,500) provided that the fee does not create a cost overrun within the Department's budget. With a voice vote of four (4) ayes, the motion carried.

REVIEW VIOLATION REPORT

The Committee reviewed the violation report. The new reports will be pre-violation and violations actually cited.

REVIEW NON-VIOLATION REPORT

The Committee reviewed the non-violation report.

UPDATE FOR HISTORIC PRESERVATION COMMISSION

Mr. Asselmeier stated that the Historic Preservation Commission will be meeting July 20, 2020, to discuss the Historic Preservation Award. A request has been sent to the Illinois Historic Preservation Agency for the Certified Local Government application.

REVIEW PERMIT REPORT

The Committee reviewed the permit report.

REVIEW REVENUE REPORT

The Committee reviewed the revenue report. Mr. Asselmeier noted that the total monthly dollar figure was the highest monthly total for at least ten (10) years.

CORRESPONDENCE

None

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

Member Gengler made a motion, seconded by Member Gilmour, to enter into executive session for the purpose of reviewing minutes of meetings lawfully closed under the Illinois Open Meetings Act (5 ILCS 120/2(c)(21)).

The votes were as follows:

Yeas (4): Gengler, Gilmour, Kellogg, and Prochaska
Nays (0): None
Abstain (0): None
Absent (1): Flowers

The motion carried. The Committee recessed at 7:26 p.m.

Chairman Prochaska reconvened the Planning, Building and Zoning Committee at 7:28 p.m.

ROLL CALL

Committee Members Present: Scott Gengler, Judy Gilmour, Matt Kellogg (Vice-Chairman), and Matthew Prochaska (Chairman)

Committee Members Absent: Elizabeth Flowers

Also Present: Matt Asselmeier (Senior Planner)

NEW BUSINESS

Approval to Release the Executive Session Minutes of July 13, 2020

Member Gilmour made a motion, seconded by Member Kellogg, to release the Executive Session Minutes of July 13, 2020. With a voice vote of four (4) ayes, the motion carried.

ADJOURNMENT

Member Gilmour made a motion, seconded by Member Kellogg, to adjourn. With a voice vote of four (4) ayes, the motion carried. Chairman Prochaska adjourned the meeting at 7:54 p.m.

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

Enc.

HIGHWAY COMMITTEE MINUTES

DATE: June 9, 2020
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Scott Gryder, Matt Kellogg, and Matt Prochaska
STAFF PRESENT: Ginger Gates, John Burscheid and Fran Klaas
ALSO PRESENT:

The committee meeting convened at 3:30 P.M. with roll call of committee members. Gilmour and Cesich absent. Quorum established.

Motion Kellogg; second Prochaska, to approve the agenda as presented. Motion approved unanimously.

Motion Prochaska; second Kellogg, to approve the Highway Committee meeting minutes from March 10, 2020. Motion approved unanimously.

Motion Kellogg; second Prochaska, to recommend approval of the low bid from Altorfer Industries in the amount of \$62,500 for purchase of a Caterpillar 259D3 Compact Track Loader and attachments. Engineer Klaas reported that there were bids on 5 different machines by 4 different bidders. There was a slightly lower bid than the Caterpillar bid, by just \$331; but that bid was for a machine that did not meet several of the specifications. By roll call vote, motion approved unanimously.

Motion Kellogg; second Prochaska, to recommend approval of an Intergovernmental Agreement between Kendall County and the Village of Minooka for shared maintenance within rights-of-way. This IGA essentially provides for the mowing and maintenance of parts of Ridge Road within the corporate limits by an agent of the Village of Minooka. The State's Attorney Office and attorney for Minooka have worked on the language for a long time, and finally agreed. Prochaska recommended putting on Board's consent agenda. By roll call vote, motion approved unanimously.

Motion Kellogg; second Prochaska, to recommend approval of a resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes along Ridge Road between Theodore Street and Caton Farm Road in Kendall County, Illinois. Klaas explained that this includes just 2 parcels on the west side of Ridge Road across from the Plainfield South High School. The County has had previous experience with one of the owners. Property taxes have been sold on the other parcel. Klaas believes that the County might have difficulty acquiring both of these parcels. He reminded the committee that, as in the past, eminent domain action would not be filed without first coming back to the Board for final direction. But this resolution typically puts owners on notice that the County is serious about the acquisition. By roll call vote, motion approved unanimously.

Motion Kellogg; second Prochaska, to recommend approval of an ordinance establishing an altered speed limit on Jughandle Road. By roll call vote, motion approved unanimously.

In other business, Klaas reported that he had some good news. All land acquisition for the Eldamain Road project was officially certified by IDOT on June 5, 2020. He indicated that the

County was continuing to work on environmental issues for the project. Those include a separate tree removal contract for Eldamain, which will take place from October 1st to 15th of this year. In other news, the Slippershell Mussel has been taken off the State Threatened Species List, which will simplify coordination for this specie going forward. Finally, it appears that IDOT will allow the County to use \$3 million STR (federal) for the Eldamain Bridge Project. This, coupled with an additional \$4 million Rebuild Illinois MFT funds, should reduce the County's bond issue to something near \$10 million.

In regard to the Collins Road Extension project, there was also some good news. The proposed bridge over Morgan Creek is being redesigned as a double 12'x7' box culvert. According to Klaas, this will save hundreds of thousands of dollars and simplify the placement and construction of the proposed multi-use path over the culvert by Oswegoland Park District. In regard to funding for this project, in addition to the \$5 million of Rebuild Illinois funds, the County is in line to receive \$2.5 million of STP funds (federal) through Kane-Kendall Council of Mayors, if that is approved by the full council later this month. This should reduce the local share of funding on this project to less than \$5 million.

Gryder asked about the status of the Millington Bridge repairs. Klaas reported that D Construction is looking to get back in the River soon.

Motion Prochaska; second Kellogg, to forward Highway Department bills for the month of June in the amount of \$388,634.55 to the Finance Committee for approval. By roll call vote, motion approved unanimously.

Motion Prochaska; second Kellogg, to adjourn the meeting at 3:48 P.M. Motion carried unanimously.

Respectfully submitted,



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

Action Items

1. Low bid from Altorfer Industries in the amount of \$62,500 for purchase of a Caterpillar 259D3 Compact Track Loader and attachments
2. Intergovernmental Agreement between Kendall County and the Village of Minooka for shared maintenance within rights-of-way
3. Resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes along Ridge Road between Theodore Street and Caton Farm Road in Kendall County, Illinois
4. Ordinance establishing an altered speed limit on Jughandle Road

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY, JULY 6, 2020**

Committee Chair Matt Kellogg called the meeting to order at 4:00 p.m.

Roll Call: Members Present: Judy Gilmour, Audra Hendrix, Matt Kellogg, Amy Cesich
Tony Giles arrived at 4:26pm

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

Others Present: Facilities Management Director Jim Smiley, County Administrator Scott Koeppl

Approve the June 10, 2020 Facilities Committee Meeting Minutes – There were no changes to the June 10, 2020 minutes; Member Hendrix made a motion to approve the minutes, second by Member Gilmour. **With enough present members voting aye, the minutes were approved.**

Approval of Agenda – Member Hendrix made a motion to approve the agenda. Member Gilmour second the motion. **All Aye. Motion approved.**

Public Comment – None

Old Business/Projects

1. *Courthouse BCU Replacement* – Director Smiley informed the Committee the graphics are completed, as built drawings are still needed. **Project Complete.**
2. *Public Safety Center Boiler & MZU #4 Controls Upgrade* – Director Smiley informed the Committee the graphics are completed, as built drawings are still needed. **Project Complete.**
3. *Historic Courthouse 2020 Window Replacements* – Director Smiley stated the installation is still on track for an August installation.
4. *2020 Paving Projects* – Director Smiley received a second price from another company, however in walking the Public Safety Center Jim saw more work was needed. Mr. Smiley has contacted the first company to have them re-price to include the new area.
5. *2020 Van Purchase* – Director Smiley stated the new van was delivered Thursday. Jim also informed the Committee the graphics have been ordered and when the company installs them they will remove graphics on the vehicles that will be disposed.

New Business/Projects

1. *Chair's Report*
 - a. *Solar Project Update* – Director Smiley informed the Committee the fence was completed last week. Jim met with ComEd to discuss the connection points for the buildings and the courthouse transformer replacement. A new pad will need to be installed. A follow-up meeting has been scheduled for this Friday. Mr. Smiley also discussed the suggested path for the main feeder. The project is still on track to be operational this fall.
 - b. *County Board Room and Security Improvements Meeting* – Director Smiley stated the project was advertised June 26th, a mandatory walk-through is scheduled July 10th. Jim stated bids are due at the Facilities Management office on July 27th at 3:00 pm and the bid opening is 2:00 pm on July 28th at the County Office Building. Mr. Smiley informed the Committee that he attended a Trane webinar that focused on building indoor air quality and how to improve it. Jim stated

the easiest and most effective for any of our County Facilities would be to install UV lighting and Merv 13 or denser air filters. Jim asked Dewberry what the design cost would be to update our mechanical system to add this feature. Dewberry estimates the work at \$9,650.00. County Administrator Koeppel explained this mechanical upgrade could fall under the CURE funding which is available to Kendall County for costs related to COVID-19. Motion by Member Hendrix to forward change order #1 price change for additional design of mechanical system for Kendall County Boardroom in the amount of \$9,650.00 to the full County Board at the July 21, 2020 meeting. Motion second by Member Cesich. **All members present voting aye, Motion Carried.** Chair Kellogg informed the Committee Judicial has COVID 19 related projects that may also fall under the CURE funding guidelines.

- c. Special Facilities/COW meeting – Chair Kellogg informed the Committee a special facilities COW meeting is scheduled for July 30th at 4 pm to discuss the Boardroom bids and direction of the project.
2. *Phone System Replacement* – Director Smiley stated discussions with potential companies are continuing. The goal is to have the replacement completed on or before February 2021.
3. *Space Needs Review for Mail-in Voting* – County Administrator Koeppel informed the committee the fall election will have mail in voting options. Space will be needed for this process. CA Koeppel has been in discussion with County Clerk Gillette to address these needs. Director Smiley and CA Koeppel have been looking into options either what space is currently available on the campus.
4. *Animal Control Trailer Removal* – Director Smiley stated the trailer has been moved out of the Animal Control parking lot on June 29th. The trailer is currently at the South West corner of the Courthouse lot. The Sheriff plans to move the trailer to the gun range as soon as permit issues and other various details are worked out. **Project Complete.**
5. *Annual Demand Response Testing* – Director Smiley stated testing was completed on June 24th. Jim is waiting to hear from Progressive Energy on the 2020 – 2021 NRG program payment amounts Kendall County will receive this year. Jim hopes to have the information by the next Facilities Committee meeting.
6. *Courtroom Conference Call Review* – Mr. Smiley had a potential vendor contact him about judicial online court sessions. Jim, Judge Pilmer and Gina Hauge from Technology met with the vendor to discuss this possible need. Director Smiley is expecting the quote soon and believes this may fall under the CURE funding guidelines also.
7. *Trane Indoor Air Seminar* – Director Smiley attended a webinar from Trane to gauge what options are available for the building’s air systems. Director Smiley informed the Committee on the various options and as discussed earlier, Dewberry was asked costs to engineer these options to the HVAC system at the County Office Building. Jim has also set up a meeting with Trane to discuss options for other County Facilities.
8. *KCFM Truck Disposal* – Director Smiley stated he has 3 vehicles that need to be disposed. The Committee directed Mr. Smiley to discuss with the Sheriff’s office the possibility of disposing vehicles along with other vehicle disposals. From the Sheriff’s office. The consensus was to follow county procedure to dispose of the vehicles if they cannot be disposed of through the Sheriff’s office.

Staffing/Training/Safety

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

Other Items of Business

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

Questions from the Media – None

Executive Session – Member Cesich made a motion to enter into Executive Session for the purpose of 5 ILCS 120/2 (c)(21), Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, second by Member Giles.

Roll Call Vote: Members Present: Judy Gilmour, Audra Hendrix, Tony Giles, Matt Kellogg, and Amy Cesich
With all members in attendance voting aye, the committee entered into Executive Session at 4:48 p.m.

Others Present: Jim Smiley, Director of Facilities, Christina Wald.

Member Hendrix made a motion to return to Open Session, second by Member Gilmour. **With all members present voting aye, the committee returned to Open Session at 4:50 p.m.** The Committee decided to release the following executive session minutes to the County Board for approval to release: October 9, 2019. The Committee decided to keep the Executive session minutes of October 5, 2015 sealed at this time.

Adjournment – Chair Kellogg asked if there was a motion to adjourn. Member Hendrix made a motion to adjourn the meeting, second by Member Cesich. **With all members present voting aye, the meeting adjourned at 4:52 p.m.**

Respectfully submitted,

Christina Wald
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2020-_____

RESOLUTION TO APPOINT JUDGES OF ELECTIONS

WHEREAS, pursuant to 10 ILCS 5/13-2 the Kendall County Board is responsible for appointing persons to serve as Judges of Election in the various precincts located within Kendall County, Illinois; and

WHEREAS, the Kendall County Clerk has compiled the attached "Kendall County 2020 Election Judges List" (Ex. A), which is hereby incorporated by reference into this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kendall County that those persons named in the attached Kendall County 2020 Election Judges List (Ex. A) be and are hereby appointed as Judges of Election in their respective precincts to serve in such capacity until successors are appointed and confirmed.

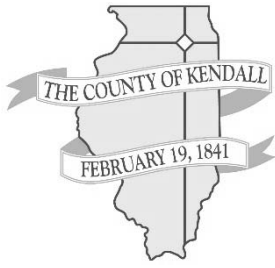
Approved and adopted by the County Board of Kendall County, Illinois, this ____ day of July, 2020.

Board Chairman Signature:

Attest:

Scott Gryder, Chairman
County Board

Debbie Gillette
County Clerk



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: July 13, 2020

Amount: N/A

Budget: N/A

Issue: Petition 2012-13 Request from the Kendall County Planning, Building and Zoning Committee for a Resolution Designating the Zoning Administrator and His/Her Designee as the Administrator of the Kendall County Stormwater Management Ordinance

Background and Discussion:

Articles 7 and 10 of the Kendall County Stormwater Management Ordinance designate the "Administrator" as the person responsible for investigating and enforcing the Kendall County Stormwater Management Ordinance.

Section 104 of the Kendall County Stormwater Management Ordinance states the "Administrator" shall be selected by Resolution of the County Board.

As of the date of this memo, the Staff of the Planning, Building and Zoning Department is not aware of a Resolution designating anyone as the Administrator of the Kendall County Stormwater Management Ordinance.

This proposal would designate the Zoning Administrator and His/Her Designee as the Administrator of the Kendall County Stormwater Management Ordinance.

Committee Action:

PBZ Committee-Approval

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: July 14, 2020

RESOLUTION NUMBER 2020-_____

**DESIGNATING THE ZONING ADMINISTRATOR
AND HIS/HER DESIGNEE(S) AS ADMINISTRATOR OF THE
KENDALL COUNTY STORMWATER MANAGEMENT ORDINANCE**

WHEREAS, 55 ILCS 5/5-1062 allows Kendall County to adopt a Stormwater Management Ordinance; and

WHEREAS, Section 104 of the Kendall County Stormwater Management Ordinance defines the Administrator as “the person designated by Resolution of the permitting authority to administer and enforce this ordinance”; and

WHEREAS, Section 104 of the Kendall County Stormwater Management Ordinance defines Permitting Authority as “The County or a Certified Community”; and

WHEREAS, Section 1002 of the Kendall County Stormwater Management Ordinance defines the duties of the Administrator, including issuing permits and investigating complaints, among other duties; and

WHEREAS, the County Board of Kendall County desires to designate by Resolution an Administrator of the Kendall County Stormwater Management Ordinance; and

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

The Administrator of the Kendall County Stormwater Management Ordinance shall be the Kendall County Zoning Administrator and his/her designee(s).

IN WITNESS OF, this resolution has been enacted by a majority vote of the Kendall County Board and is effective this 21st day of July, 2020.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

**COUNTY OF KENDALL, ILLINOIS
RESOLUTION 20 – _____**

**Resolution of Support for Emerson Creek Events Downstate Small Business
Stabilization Program Application**

WHEREAS, Kendall County is applying to the State of Illinois for a Community Development Block Grant Program grant, and

WHEREAS, it is necessary that an application be made, and agreements entered with the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) that Kendall County apply for a grant under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.
- 2) that the County Board Chairman and County Clerk on behalf of Kendall County execute such documents and all other documents necessary for the carrying out of said application.
- 3) that the County Board Chairman and the County Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

PRESENTED and ADOPTED by the County Board, this 21st day of July 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder



PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 21st day of July, 2020 by and between the County of Kendall, Illinois (“Unit of Local Government”) and Emerson Creek Events Inc., (Benefiting “Business”).

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government’s economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

- 1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.
- 1.2 "DCEO Funds" shall mean the sum of \$25,000 representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

- 2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.
- 2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.
- 2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).
- 2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

- 3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act,

as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

- 3.5 Business shall fully and completely indemnify, defend with counsel of the Unit of Local Government's own choosing and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Unit of Local Government pursuant to this Section unless the attorney has been pre-approved in writing by the Kendall County State's Attorney. The Unit of Local Government's participation in its defense shall not remove the Business's duty to indemnify, defend and hold harmless the Unit of Local Government, as set forth above. The Unit of Local Government does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

- 3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

- 4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it

or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

- 4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.
- 4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.
- 4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

- 5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

- 5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.
- 5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

- 6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.
- 6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.
- 6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- 6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.
- 6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- 6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

- 6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).
- 6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).
- 6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.
- 6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

Emerson Creek Events Inc.

Kendall County, Illinois

By: Dave Demiduk
Its: President

By: Honorable Scott Gryder,
Chairman of the Kendall County
Board

Address:
5126 Stephens Rd
Oswego, IL 60543

Address:
111 W. Fox Street
Yorkville, Illinois 60560

**COUNTY OF KENDALL, ILLINOIS
RESOLUTION 20 – _____**

**Resolution of Support for Brentwood Operations Ltd Downstate Small Business
Stabilization Program Application**

WHEREAS, Kendall County is applying to the State of Illinois for a Community Development Block Grant Program grant, and

WHEREAS, it is necessary that an application be made, and agreements entered with the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) that Kendall County apply for a grant under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.
- 2) that the County Board Chairman and County Clerk on behalf of Kendall County execute such documents and all other documents necessary for the carrying out of said application.
- 3) that the County Board Chairman and the County Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

PRESENTED and ADOPTED by the County Board, this 21st day of July 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder



PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 21st day of July, 2020 by and between the County of Kendall, Illinois (“Unit of Local Government”) and Brentwood Operations, (Benefiting “Business”).

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government’s economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

- 1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.
- 1.2 "DCEO Funds" shall mean the sum of \$25,000 representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

- 2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.
- 2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.
- 2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).
- 2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

- 3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act,

as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

- 3.5 Business shall fully and completely indemnify, defend with counsel of the Unit of Local Government's own choosing and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Unit of Local Government pursuant to this Section unless the attorney has been pre-approved in writing by the Kendall County State's Attorney. The Unit of Local Government's participation in its defense shall not remove the Business's duty to indemnify, defend and hold harmless the Unit of Local Government, as set forth above. The Unit of Local Government does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

- 3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

- 4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it

or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

- 4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.
- 4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.
- 4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

- 5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

- 5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.
- 5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

- 6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.
- 6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.
- 6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- 6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.
- 6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- 6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

- 6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).
- 6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).
- 6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.
- 6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

Brentwood Operations

Kendall County, Illinois

By: Correy Krickeberg
Its: Vice-President

By: Honorable Scott Gryder,
Chairman of the Kendall County
Board

Address:
3215 Cannonball Trail
Yorkville, IL 60560

Address:
111 W. Fox Street
Yorkville, Illinois 60560

AGREEMENT

Gateway Foundation, Inc. & the Kendall County Problem Solving Courts

This Agreement, made and entered into this 13th day of July 2020, by and between the COUNTY OF KENDALL, a body corporate and politic (hereinafter referred to as "COUNTY"), the KENDALL COUNTY PROBLEM SOLVING COURTS (hereinafter referred to as KCPSC), and GATEWAY FOUNDATION, INC. (hereinafter referred to as "PROVIDER"). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES

PROVIDER shall perform the tasks outlined in Attachment A, "Scope of Services to Be Provided" (hereinafter referred to as "SERVICES"). The additional provisions identified in Attachment A are attached hereto and made a part of this Agreement, as if fully set forth herein.

2. TERM OF AGREEMENT

This Agreement will commence as of the date hereof, and continue until June 30, 2021, the close of the State Fiscal Year.

3. TERMINATION OF AGREEMENT

Notwithstanding any other provision, hereof, either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party. In the event that this Agreement is so terminated, the PROVIDER shall be paid for services provided prior to termination, and for the completion of services for clients that began treatment prior to termination or expiration hereunder consistent with the terms set forth under Attachment A.

4. COMPENSATION

The COUNTY will pay PROVIDER the rate of \$350.00 per day for participants eligible for and actually receiving Residential treatment; in no event shall the rates for services be lower than the current SUPR/Medicaid rates. The Parties agree to meet in good faith to revise the contract rates in the event the rates for service are lower than the current SUPR/Medicaid rates. Notwithstanding the County's obligations hereunder, if the participant is currently covered by Medicaid, private medical insurance, or other insurance, Medicaid, private insurance, or other insurance will be billed first for covered services, subject to applicable law. The County of Kendall funds will be available for those KCPSC participants who have no third party coverage or who have exhausted such third party benefits. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

5. INDEMNIFICATION

PROVIDER shall indemnify, hold harmless and defend the COUNTY, KCPSC, their past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by PROVIDER of any representations or warranties

made pursuant to this agreement (collectively, the “Claims”), which result from the duties and obligations of the PROVIDER.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, at its sole cost and expense, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the COUNTY or its Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State’s Attorney. Releasees’ participation in their defense shall not remove PROVIDER’s duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement. Provider shall have no obligation to indemnify, defend or hold harmless Releasees for claims caused by the negligent or willful misconduct of Releasees.

6. NO PERSONAL LIABILITY

No official, director, officer, agent or employee of the COUNTY, the KCPSC or PROVIDER shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

7. INSURANCE

The PROVIDER shall maintain policies of Worker’s Compensation, General Liability and professional liability insurance, which shall be deemed as primary coverage for PROVIDER and its officers, employees, agents, independent contractors and volunteers, and the COUNTY and the KCPSC shall be named as additional insureds with respect to all liability coverage. PROVIDER shall provide to KCPSC and COUNTY a current Certificate of Insurance in minimum coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate. The Certificate of Insurance shall include contractual obligation assumed by the PROVIDER under Article 6, entitled “Indemnification” and shall reference the COUNTY and the KCPSC as additional insureds. Further, all liability and workers’ compensation policies must include a waiver of subrogation in favor of the COUNTY and KCPSC.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the KCPSC and COUNTY, unless there is another third party providing insurance and then that third party’s insurance will be primary. There shall be no endorsement or modification of this insurance to make it excess over other available insurance, alternatively, if the insurance states that it is excess or prorate, it shall be endorsed to be primary with respect to the KCPSC and COUNTY.

8. NONDISCRIMINATION

PROVIDER, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, marital status, or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the COUNTY and KCPSC.

9. DELEGATIONS AND SUBCONTRACTORS

Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Agreement and the PROVIDER shall remain liable to the COUNTY with respect to each and every item, condition and other provision hereof to the same extent that the PROVIDER would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made. Any assignment, delegation, or subcontracting of any interest or responsibility under this Agreement shall require the COUNTY's and the KCPSC's advance written approval.

10. NO CO-PARTNERSHIP OR AGENCY

The relationship between the parties is that of a buyer and seller of services and as such the PROVIDER is an independent contractor of the COUNTY and KCPSC in the performance of the SERVICES. This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto. The PROVIDER is not an employee or the agent of the COUNTY or of the KCPSC for any purpose.

PROVIDER understands and agrees that PROVIDER is solely responsible for paying all wages, benefits and any other compensation due and owing to PROVIDER's officers, employees, and agents for the performance of services set forth in the Agreement. PROVIDER further understands and agrees that PROVIDER is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for PROVIDER's officers, employees and/or agents who perform services as set forth in the Agreement. PROVIDER also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of PROVIDER, PROVIDER's officers, employees and agents and agrees that COUNTY and KCPSC are not responsible for providing any insurance coverage for the benefit of PROVIDER, PROVIDER's officers, employees and agents.

11. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit or describe the scope or intent of any provision of this Agreement, nor shall they be construed to

affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12. MODIFICATION OR AMENDMENT

This Agreement and its attachments constitute the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations shall be binding upon the other parties unless expressed in writing herein or in a duly executed amendment hereof.

13. COMPLIANCE WITH LAWS

Notwithstanding any other provision of this Agreement it is expressly agreed and understood that in connection with the performance of this Agreement that the PROVIDER shall comply with all applicable Federal, State, Municipal, and other requirements of law, including but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, PROVIDER hereby certifies, represents and warrants to the COUNTY and KCPSC that all PROVIDER's employees and/or agents who will be providing services with respect to this Agreement shall be legal residents of the United States. PROVIDER shall also at its expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful performance of the SERVICES provided by this Agreement. The COUNTY and KCPSC shall have the right to audit any records in the possession or control of the PROVIDER necessary to determine the PROVIDER's compliance with the provisions of this paragraph. In the event that the KCPSC and/or COUNTY proceeds with such an audit the PROVIDER shall make available to the KCPSC and/or COUNTY the PROVIDER relevant records in the possession of PROVIDER at no cost to the KCPSC and/or COUNTY. Such audit shall be performed during office hours, upon reasonable notice to PROVIDER, and such audit shall not be requested on more than an annual basis. PROVIDER shall pay any necessary and reasonable costs associated with any such audit.

As a healthcare service provider, PROVIDER is subject to various federal, state and local statutes, laws, ordinances and regulations, including, without limitation, the Healthcare Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and the federal Confidentiality of Substance Use Disorder Patient Records regulations, found at Title 42 of the Code of Federal Regulations (CFR), part 2 ("42 CFR part 2") and federal and state HIV & AIDS confidentiality statutes, laws and regulations. KCPSC acknowledges that PROVIDER's client information is protected under applicable federal and state statutes, laws, and regulations and may be disclosed only in accordance with such applicable federal and state statutes, laws, and regulations. Prior to the release of any client information, PROVIDER will obtain signed client authorization when required by any applicable law.

Both parties affirm no COUNTY officer or elected official has a direct or indirect pecuniary interest in PROVIDER or this Agreement, or, if any COUNTY officer or elected official does have a direct or indirect pecuniary interest in PROVIDER or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

14. CHOICE OF LAW AND VENUE

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

15. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

16. COUNTERPARTS

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

17. WAIVER

COUNTY, KCPSC, and/or PROVIDER's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

18. AUTHORITY TO EXECUTE AGREEMENT

The COUNTY, KCPSC, and PROVIDER 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.

For the County of Kendall:

Dated this _____ day of _____, 2020.

The COUNTY OF KENDALL

By: _____
Scott Gryder
County Board President
Kendall County, Illinois

For the PROVIDER:

Dated this 13th day of July, 2020.

Gateway Foundation, Inc.

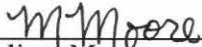
By: 

Thomas P. Britton
President and CEO
Gateway Foundation, Inc.

For the KCPSC:

Dated this 13th day of July, 2020.

Kendall County Problem Solving Courts

By:  _____

Melissa Moore,
Problem Solving Court Coordinator
Kendall County Problem Solving Courts

ATTACHMENT A
SCOPE OF SERVICES TO BE PROVIDED BY THE GATEWAY FOUNDATION, INC.,
LAKE VILLA, CHICAGO INDEPENDENCE AND AURORA FACILITIES TO THE
KENDALL COUNTY PROBLEM SOLVING COURTS

Gateway Foundation, Inc. agrees to do the following to assist the Kendall County Problem Solving Courts:

- 1) Provide comprehensive assessment and residential treatment for Kendall County Problem Solving Courts (hereinafter "KCPSC") participants who need residential substance abuse services.
- 2) Provide a substance abuse assessment report to the KCPSC for each referral within 5 business days of admission.
- 3) Provide individual, group and/or family therapy services in a residential setting that are culturally competent and evidence-based. The frequency of individual and family therapy will be provided on an individual basis.
- 4) Submit a treatment plan for each participant to the KCPSC Coordinator, or designee, during the first two weeks of treatment by email or fax, along with the primary treatment provider's name and contact information.
- 5) Once a treatment plan has been implemented, submit treatment progress updates and reports, in written form via email or fax to the KCPSC Coordinator, or designee, at least 24 hours prior to each court date. Gateway would request one week notice of each court date.
- 6) Notify the KCPSC Coordinator, or designee, via phone or email within 48 hours of occurrence, if the PROVIDER has issues or concerns with the participant between court dates.
- 7) Maintain direct and consistent communication either by phone or email between the PROVIDER and the KCPSC Coordinator, or designee.
- 8) Provide additional treatment updates as requested by the KCPSC Coordinator, or designee. These shall be provided within 48 hours of request. Information deemed critical by the treatment provider shall be shared with the KCPSC Coordinator, or designee, immediately.
- 9) Provide a discharge plan including potential referrals to halfway houses within one (1) week of admission to residential treatment.
- 10) Provide a comprehensive discharge summary to the KCPSC Coordinator, or designee, within 48 hours of discharge from residential treatment.
- 11) Provide notification to the KCPSC staff when a participant leaves treatment against medical advice (hereinafter "AMA") as soon as this information is available. If a participant leaves Gateway AMA, Gateway shall bill the KCPSC only for the time that the participant was actually in the facility. Priority for re-admission will be given to KCPSC participants who leave the facility AMA and return within 24 hours (following Gateway procedures). If a KCPSC participant is terminated by Gateway due to behavioral violations of the program he/she will not be allowed to return to treatment.
- 12) Provide a treatment plan for those KCPSC participants who receive medically-assisted treatment including alternatives that have been tried, potential end-date and treatment protocols.
- 13) Request required information from the KCPSC staff when completing assessments with KCPSC participants in order to insure that accurate and complete information about the participant is used in the assessment.

- 14) Provide information regarding KCPSC participant evaluations in writing to the KCPSC Coordinator, or designee, upon receipt of appropriate releases of information signed by the KCPSC participant.
- 15) No treatment provider or counselor shall have any discussion with any KCPSC participant regarding potential sanctions or incentives that the Court may implement.
- 16) No treatment provider or counselor shall advise the KCPSC participants of any information regarding the KCPSC unless the information was already openly discussed in the KCPSC with the participant.
- 17) Submit monthly invoices in a format agreed upon by PROVIDER and the KCPSC.

Kendall County Problem Solving Courts agrees to do the following to assist Gateway Foundation, Inc.:

- 1) Provide necessary Judicial and community supervision for all KCPSC participants.
- 2) Refer appropriate KCPSC participants for treatment.
- 3) Discuss treatment reports provided by PROVIDER at weekly staff meetings.
- 4) Inform KCPSC participants of the KCPSC's willingness and ability to pay for services (as detailed below).
- 5) Provide any other pertinent information related to the participant's involvement with the KCPSC relevant to treatment decisions.
- 6) Pay authorized residential treatment at the rate of \$350.00 per day for participants eligible for residential treatment at the PROVIDER's Lake Villa, Chicago Independence, and Aurora facility.
- 7) If the KCPSC participant is currently covered by Medicaid, private medical insurance, or other insurance, Medicaid, Private insurance, or the other insurance will be billed first for covered services. The County of Kendall funds will be available for those KCPSC participants who have no third party coverage.
- 8) All payments will be made to PROVIDER in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

Kendall County Clerk				
Revenue Report		6/1/20-6/30/20	6/1/19-6/30/19	6/1/18-6/30/18
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$1,251.00	\$ 835.50	\$ 836.50
MARFEE	County Clerk Fees - Marriage License	\$2,220.00	\$ 1,890.00	\$ 2,190.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$ -	\$ -
ASSUME	County Clerk Fees - Assumed Name	\$50.00		
CRTCOP	County Clerk Fees - Certified Copy	\$1,776.00		
NOTARY	County Clerk Fees - Notary	\$345.00		
MISINC	County Clerk Fees - Misc	\$65.00	\$ 2,337.50	\$ 5,943.12
	County Clerk Fees - Misc Total	\$5,707.00	\$5,063.00	\$8,969.62
RECREE	County Clerk Fees - Recording	\$41,902.00	\$ 28,726.00	\$ 27,540.00
	Total County Clerk Fees	\$47,609.00	\$33,789.00	\$36,509.62
CTYREV	County Revenue	\$41,736.75	\$ 44,260.00	\$ 49,940.25
DCSTOR	Doc Storage	\$24,660.00	\$ 16,633.50	\$ 16,509.50
GISMAP	GIS Mapping	\$78,030.00	\$ 28,084.00	\$ 27,857.00
GISRCD	GIS Recording	\$5,202.00	\$ 3,512.00	\$ 3,483.00
INTRST	Interest	\$24.24	\$ 15.03	\$ 24.36
RECMIS	Recorder's Misc	\$1,041.00	\$ 4,167.00	\$ 3,239.75
RHSP	RHSP/Housing Surcharge	\$22,518.00	\$ 15,039.00	\$ 15,057.00
TAXCRT	Tax Certificate Fee	\$1,040.00	\$ 1,640.00	\$ 1,560.00
TAXFEE	Tax Sale Fees	\$601.00	\$ -	\$ 75.00
PSTFEE	Postage Fees		\$ -	\$ -
CK # 18895	To KC Treasurer	\$222,461.99	\$147,139.53	\$154,255.48
Death Certificate Surcharge sent from Clerk's office \$1272.00 ck # 18969				
Dom Viol Fund sent from Clerk's office \$370.00 ck 18970				

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 SEVEN MONTHS ENDED 06/30/2020

<u>REVENUES*</u>	Annual <u>Budget</u>	2020 YTD <u>Actual</u>	2020 YTD <u>%</u>	2019 YTD <u>Actual</u>	2019 YTD <u>%</u>
Personal Property Repl. Tax	\$390,000	\$236,005	60.51%	\$257,450	69.58%
State Income Tax	\$2,300,000	\$1,473,583	64.07%	\$1,654,826	74.49%
Local Use Tax	\$700,000	\$546,432	78.06%	\$479,281	69.97%
State Sales Tax	\$550,000	\$334,002	60.73%	\$297,019	54.00%
County Clerk Fees	\$325,000	\$231,228	71.15%	\$175,358	53.96%
Circuit Clerk Fees	\$1,350,000	\$609,581	45.15%	\$385,834	48.23%
Fines & Foreits/St Atty.	\$300,000	\$160,372	53.46%	\$132,030	40.62%
Building and Zoning	\$68,000	\$66,500	97.79%	\$47,510	69.87%
Interest Income	\$200,000	\$125,655	62.83%	\$181,427	120.95%
Health Insurance - Empl. Ded.	\$1,266,656	\$714,054	56.37%	\$701,648	55.45%
1/4 Cent Sales Tax	\$3,105,000	\$1,777,219	57.24%	\$1,750,726	56.38%
County Real Estate Transf Tax	\$425,000	\$288,621	67.91%	\$224,486	52.82%
Federal Inmate Revenue	\$2,044,000	\$1,328,880	65.01%	\$1,296,225	80.08%
Sheriff Fees	\$170,000	\$59,884	35.23%	\$95,072	53.61%
TOTALS	\$13,193,656	\$7,952,015	60.27%	\$7,678,892	63.54%
Public Safety Sales Tax	\$5,324,000	\$3,068,322	57.63%	\$3,057,148	58.57%
Transportation Sales Tax	\$6,000,000	\$3,068,322	51.14%	\$3,057,148	61.14%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 7 months the revenue and expense should at 58.33%

EXPENDITURES

All General Fund Offices/Categories
\$29,562,287 **\$15,584,279** **52.72%** **\$15,036,556** **52.60%**



KENDALL COUNTY CORONER
— JACQUIE PURCELL —

Description	**	June 2020	Fiscal Year-to-Date	June 2020
Total Deaths		29	233	25/165
Natural Deaths		22	215	22/155
Accidental Deaths		3	10	1/3
Pending		2	2	0/0
Suicidal Deaths		2	6	2/6
Homicidal Deaths		0	0	0/0
Toxicology		7	21	3/13
Autopsies		3	15	1/10
Cremation Authorizations		17	144	13/98
Scenes Responded to:		Transported by Coroner's Office:		External Examinations:
8		8		5

**

(S):

1. 06/10/2020 – Plano – 52yo, Male, Gunshot Wound to the Head
2. 06/19/2020 – Yorkville - 22yo, Male, Hanging

(A):

1. 06/13/2020 – Yorkville – 23yo, Male, Overdose Death
2. 06/30/2020 - Yorkville – 25yo, Male, Passenger, Automobile vs Tree Collision
3. 06/30/2020 – Yorkville – 46yo, Male, Driver, Automotive vs Tree Collision

(P):

1. 06/20/2020 – Montgomery – 60yo, Male, Pending
2. 06/23/2020 – Oswego – 44yo, Male, Pending

PERSONNEL/OFFICE ACTIVITY:

1. Intern, Maggie Klemm, began working in the office 6/1/2020. Maggie is studying Forensic Anthropology at Western Carolina University in North Carolina.
2. Chief Deputy Coroner Gotte provided orientation training for the new KCSCO Corrections Officers on June 18.
3. A total of 20.5 community service hours were served in June.

— CARORUM AD CURAM —



Dewberry Engineers Inc.
401 SW Water Street, Suite 701
Peoria, IL 61602-1530

July 2nd, 2020

Kendall County Board Room Reno
Dewberry Project #50123490

Change Order #1 – Price Change for Additional Design of Mechanical System for Kendall County Board Room

It has been discussed and decided upon that Kendall County needs to update the Mechanical System at the County Building. Based on the recent pandemic, the County has asked for UV lighting, MERV 13 filters and updated controls for the existing HVAC RTU. This new work entails additional Mechanical and Electrical design work, as well as additional Drawings and Specifications sections. This Change Order design work will be put out via Addendum for the current County Board Room Renovation Project.

Total of the original Contract amount (\$48,100.00 + \$11,000.00) (\$48,000.00 is original amount, \$11,000.00 was added for existing CH work and electronic drawings)	\$59,100.00
Total of Change Order # 1 for Mechanical / Electrical Design:	\$9,650.00
Final Contract price after applied Change Order #1	\$68,750.00

X

Owner (Signature and Date)

X

Dewberry PM (Signature and Date)

Sincerely,

Craig A. Clary, DBIA
Project Manager

**Memorandum of Agreement
between the
Kendall County Emergency Management Agency
and the**



**Federal Emergency Management Agency
Integrated Public Alert and Warning System
(IPAWS) Program Management Office**

**Regarding the use of:
Kendall County Emergency Management Agency
Interoperable System(s)
and
IPAWS OPEN Platform for Emergency Networks
(IPAWS-OPEN)**

Version 4.2

09 Jul 2020

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid “need-to-know” without prior approval of the FEMA Integrated Public and Warning System and the FEMA Disclosure Offices.

MEMORANDUM OF AGREEMENT

1.0 SUPERSEDES: Kendall County Emergency Management Agency_MOA-1, signed 09/21/2017

2.0 INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Kendall County Emergency Management Agency hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Program regarding the utilization and security of Kendall County Emergency Management Agency Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS-Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS Program.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

3.0 AUTHORITY

The authority for this agreement is based on the Communications Act of 1934, as amended (47 U.S.C § 606) and the implementation of regulation 47 C.F.R § 11 which establishes the statutory basis under which the FEMA IPAWS Program operates emergency alerting systems. In addition, Executive Order 13407 of June 26, 2006, Public Alert and Warning System Executive Order states, "It is the policy of the United States to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people...establish or adopt, as appropriate, common alerting and warning protocols, standards, terminology, and operating procedures for the public alert and warning system to enable interoperability and the secure delivery of coordinated messages to the American people". In response, FEMA established the IPAWS Program Management Office (PMO) in April 2007.

4.0 BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

5.0 COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or

resolution procedures will be documented by the identifying party and after action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).

- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS-OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.
- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

6.0 TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS-OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

7.0 SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.
- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.

- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

8.0 PROFICIENCY DEMONSTRATION

Once enabled, each COG operating under this agreement must demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed on a monthly basis through generation of a message successfully sent through the IPAWS-OPEN Training and Demonstration environment.

9.0 ASSOCIATED SOFTWARE REQUIREMENTS

The COG will need to select a software package which will allow the COG to properly populate a Common Alerting Protocol (CAP) message which complies with both the *OASIS Common Alerting Protocol Version 1.2* and the *OASIS Common Alerting Protocol, v. 1.2 USA Integrated Public Alert and Warning System Profile Version 1.0*. With respect to the software and the software vendor selected FEMA expects the selected software to provide the following minimum critical capabilities and services:

- Permissions:
 - The ability to assign and manage user permissions; and
 - The ability to retrieve and view IPAWS Alerting Permissions
- Proficiency:
 - The provision of vendor support, to include user training, and around the clock technical support; and
 - The ability to submit both live and test digital certificates, with clear, easily identifiable information that indicates the environment to which the software is pointed (Live or Test)
- User Interface:
 - The provision of an intuitive user interface, to include help menus; and
 - The ability to notify the user of digital certificate expiration; and
 - The ability to constrain event types and geocodes to user permissions; and
 - The ability to send one alert to multiple channels; and
 - The provision of displays that show required fields based on selected channel; and
 - The ability to pre-populate fields to the greatest extent possible; and
 - The ability to support templates; and
 - The ability to create a polygon or circle, of less than 100 nodes; and
 - The ability to update or cancel an alert, without having to reenter all of the data; and
 - The ability to alert the end user if a software license has expired; and
 - Clear explanations if alert information is case sensitive when entered
- Confirmation and Error Checking:
 - The ability to pre-check an alert message for errors, prior to sending; and
 - The ability to create free-form 90-character WEA text, while preventing prohibited characters; and

- The provision to IPAWS of alert status codes for any sent alert, with a clear definition of whether the codes are advice codes or error codes, along with the meaning of those codes; and
- The provision of user confirmation of connectivity to IPAWS; and
- The ability for users to see alert history and/or logs

10.0 COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA IPAWS Program is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

11.0 PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

12.0 TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response. This agreement may be suspended by FEMA for failure to perform the Proficiency Demonstration for two consecutive months. A suspended COG may be reinstated upon a completion of a successful Proficiency Demonstration.

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

**Kendall County Emergency Management Agency
Official
Name: Scott Gryder
Title: County Board Chairman**

**Federal Emergency Management Agency
IPAWS-OPEN System Owner
Name: Mark A. Lucero
Title: Chief, IPAWS Engineering**

(Signature Date)
**Kendall County Emergency Management Agency
111 West Fox Street
Yorkville, IL, 60560**

(Signature Date)
**Attn: IPAWS-OPEN System Owner, Suite 5NW-0309
Federal Emergency Management Agency
500 C Street SW
Washington, D.C. 20472-3153**

Appendix A

Listing of Interoperable Systems

The FEMA IPAWS Program recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	Bluemont, VA; Clarksville, VA
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the FEMA IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

- **Illinois Emergency Management Network (IL EMnet)**

Function:	Emergency Message Notification System for the State of Illinois for EAS messages, Amber Alerts, and Other Warning messages.
Location:	Yorkville, IL;
Description of data, including sensitivity or classification level:	Unclassified alert and emergency response information.

- **Everbridge - Mass Notification System (MNS)**

Function:	Everbridge MNS provides critical information to residents during emergencies by sending public alerts for major events for dissemination via WEA/CMAS, EAS, NWEM and Public Feed.
Location:	Burbank, CA; Denver, CO; Amazon West Northern, CA;
Description of data, including sensitivity or classification level:	Data is comprised of emergency public alert messages.

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: Michael Roger Bonuchi

Title: Director

Business Email Address: rbonuchi@co.kendall.il.us

Primary Phone Number: 630.659.9183

Alternate Phone Number:

Organization: Kendal County Emergency Management Agency

Mailing Address: 1102 Cornell Lane, Yorkville, IL, 60560

Designated Alternate Point of Contact:

Name: Tracy Page

Title: Deputy Director

Business Email Address: tpage@co.kendall.il.us

Primary Phone Number: 630-553-7500

Alternate Phone Number:

Organization: Kendall County Emergency Management Agency

Mailing Address: 1102 Cornell, Yorkville, IL, 60560

Designated Technical Point of Contact:

Name: Michael Roger Bonuchi

Title: Director

Business Email Address: rbonuchi@co.kendall.il.us

Primary Phone Number: 630.659.9183

Alternate Phone Number:

Organization: Kendal County Emergency Management Agency

Mailing Address: 1102 Cornell Lane, Yorkville, IL, 60560

**FEMA: Integrated Public Alert and Warning System
Open Platform for Emergency Networks (IPAWS-OPEN)**

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Lytwaive Hutchinson	202-212-2480	lytwaive.hutchinson@fema.dhs.gov	Chief Information Officer, FEMA
Dr. Cynthia Sutherland	202-701-5329	cynthia.sutherland@fema.dhs.gov	Chief Information Security Officer
Mark Lucero	202-646-1386	mark.lucero@fema.dhs.gov	System Owner
Gary Ham	703-899-6241	gary.ham@associates.fema.dhs.gov	FEMA PMO - IPAWS-OPEN
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	FEMA ISSO - IPAWS-OPEN
Neil Bourgeois	703-732-6331	neil.bourgeois@associates.fema.dhs.gov	FEMA-EADIS IPAWS-OPEN Tech Lead

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Kendall County Emergency Management Agency Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- Kendall County Emergency Management Agency will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. Kendall County Emergency Management Agency is expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, Kendall County Emergency Management Agency will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Kendall County Emergency Management Agency understands that the use of digital signatures, used on their behalf, is binding and Kendall County Emergency Management Agency will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked by FEMA.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from the FEMA IPAWS

Program.

- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
 - Be at least eight characters in length
 - Contain a combination of alphabetic, numeric and special characters
 - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character. Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as “qwerty” or “xyz123”.
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit “year” string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed logon attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.

- Users are required to change their passwords at least once every 90 days.
- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
 - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
 - Protect sensitive data sent to or received from IPAWS-OPEN;
 - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
 - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Kendall County Emergency Management Agency Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via “shoulder surfing”, I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.

- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or IPAWS-OPEN is no longer required.
- I agree that I have completed Computer Security Awareness training as may be required by my jurisdiction prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis. If my jurisdiction does not provide Computer Security Awareness training, I will complete the FEMA self-study course *IS-906: Workplace Security Awareness* (<https://training.fema.gov/is/courseoverview.aspx?code=IS-906>) on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Kendall County Emergency Management Agency Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Kendall County Emergency Management Agency Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.

Printed Name (as listed in Appendix B): _____

Signature: _____ Date: _____

COUNTY OF KENDALL, ILLINOIS



SCOTT KOEPEL
COUNTY ADMINISTRATOR
KENDALL COUNTY OFFICE BUILDING
111 WEST FOX STREET, SUITE 316
YORKVILLE, ILLINOIS 60560
630.553.4171

July 10, 2020

RE: Employee Vacation Max Accrual and COVID-19

To: Chairman Gryder and the Kendall County Board

Section 6.1.C outlines rules for an employee's max accumulation of vacation leave. During the COVID-19 pandemic several employees have been unable to use their vacation time.

C. MAXIMUM ACCUMULATION: Employees shall be allowed to carry over from month to month no more than one-and-one half (1 ½) times an employee's annual accrual rate. For example, a second (2nd) year employee can carry over no more than fifteen (15) days of vacation leave from one month to the next.

I am requesting a one time, non-precedential temporary addition to Section 6.1.C of the Kendall County Employee Handbook as follows:

TEMPORARY, NON-PRECEDENTIAL ADDITION TO SECTION 6.1.C - MAXIMUM VACATION ACCUMULATION:

This temporary, non-precedential addition to Section 6.1.C. of the Kendall County Employee Handbook shall be effective retroactively from April 1, 2020 through January 1, 2021 (hereinafter referred to as "the relevant time period") and shall only apply to employees who are currently employed by Kendall County as of July 21, 2020 (hereinafter referred to as an "eligible employee"):

Any eligible employee who lost or will lose earned vacation time because they exceeded their maximum vacation accrual during the relevant time period due to the COVID-19 pandemic can submit a request in writing to the County Administrator to accrue a specific number of additional vacation days in excess of the maximum vacation accumulation during the relevant time period. The County Administrator shall review the eligible employee's written request and, in the County Administrator's sole discretion, may allow the eligible employee to accrue a specific number of additional vacation days in excess of the maximum vacation accumulation during the relevant time

period. Any such approval must be in writing from the County Administrator. Any approved additional vacation days accumulated above the maximum vacation accumulation amount must be used by the eligible employee by July 1, 2021 or the eligible employee will lose any and all accrued, but unused vacation days above the maximum vacation accumulation amount set forth above.

Scott Koepfel

Kendall County Administrator