

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

Kendall County Historic Courthouse, 109 W Ridge St, Yorkville IL 60560

Tuesday, October 20, 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. Approval of Resolution Declaring October as Manufacturing Month
 - B. Approval of Resolution Declaring November as National Epilepsy and Sudden Unexpected Death in Epilepsy Awareness Month
6. Public Comment
 - A. Todd Milliron
7. Consent Agenda
 - A. Approval of County Board Minutes from September 15, 2020
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$ 2,378,607.15
 - D. Approval of the 2021-2022 Wellness Program
 - E. Authorize Sheriff, on behalf of HIDTA, to purchase 1 surveillance platform for an amount not to exceed \$156,580.22
 - F. Approve Chicago HIDTA Contract with Clear Channel Outdoor for Opioid Awareness Campaign, with Kendall County as the Fiduciary Agent, for digital bulletins for 1 year not to exceed \$174,720.00.
 - G. Approve Chicago HIDTA Finance Assistant Service contract with Kendall County as the Fiduciary Agent effective December 2, 2020 through December 1, 2021, in the amount of \$86,190.00
 - H. Approve Chicago HIDTA Finance Assistant Service contract with Kendall County as the Fiduciary Agent effective December 2, 2020 through December 1, 2021, in the amount of \$86,190.00
 - I. Approve Chicago HIDTA Domestic Highway Enforcement Initiative Administrative Assistant Service contract with Kendall County as the Fiduciary Agent effective October 15, 2020 through October 14, 2021, in the amount of \$74,471.00
 - J. Approval of Petition 20-23 Request from Patrick and Michele Morris to Vacate four Five-Foot Wide Public Utility and Drainage Easements Along the South Property Line of Lot 37, the North and South Property Lines of Lot 36, and the North Property Line of Lot 35 in Grove Estates Subdivision (PINs: 06-0-101-021, 06-08-101-022, and 06-08-101-023) in Na-Au-Say Township
 - K. Approval of 2021 Noxious Weed Work Plan
 - L. Approval to Release the October 14, 2020, Planning, Building and Zoning Committee Executive Session Meeting Minutes
8. Old Business
9. New Business
 - A. Ratification and Approval of Collective Bargaining Agreement between Kendall County, Illinois, the Kendall County Sheriff and the Illinois Fraternal Order of Police Labor Council (Corrections Sergeants and Court Services Sergeants bargaining Unit) effective December 1, 2019 through November 30, 2024
 - B. Resolution Approving IDPA COVID-19 Testing Events
 - C. Approval of County Administrator Job Description
 - D. Approval of Employment Agreement between Scott Koepfel and County of Kendall, Illinois effective December 1, 2020 through November 30, 2023 with an optional 1 year automatic renewal with a base salary of \$138,581 (effective December 1, 2020), \$144,124 (effective December 1, 2021), \$149,889 (effective December 1, 2022), and \$154,386 (effective December 1, 2023 if one year renewal option is exercised).
10. 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
11. Standing Committee Reports
 - A. Administration HR
 1. Approval of Renewal with BCBSIL Insurance with five different options and the performance formulary drug plan
 2. Approval of Renewal with BCBSIL for Life Insurance, EyeMed for Vision Insurance, and MetLife for Dental Insurance
 3. Approval of Metronet p2p Fiber Connection from Main Campus to COB and Highway at a cost not to exceed \$18,600.00

4. Approval of GIS Cadastral Analyst Job Description
- B. Highway
 1. Approve Phase 3 Construction Engineering Services Agreement between Kendall County and HR Green for project management of the Eldamain Road – Contract B Construction in an amount not to exceed \$3,559,124
- C. Facilities
 1. Approve Stafford Auto Parts and Recycling bid for the 2001 Chevy Van in the amount of \$800.00 & for the 2007 Chevy Impala in the amount of \$500.00
 2. Approve Crispin Auto bid for the 1999 Ford Ranger in the amount of \$40.00, for the 2003 Ford F150 in the amount of \$759.00 & for the 2002 Chevy Silverado 2500 in the amount of \$859.00
 3. Approval of Changer Order #2 with Lite Construction in the amount of \$27,043.00 to add the Health & Human Services facility to the card access system at the County Office Building
- D. Planning, Building & Zoning
 1. Correspondence from Chris Wilson Regarding Ordinance 2020-09 (Formally Petition 20-12) Pertaining to the Approval of a Plat of Vacation, Relocation, and Expansion of a Construction and Drainage Easement and Drainage and Utility Easement on Lots 171 and 172 in Whitetail Ridge Subdivision (7148 and 7136 Ironwood Court, Yorkville)(PINs: 06-07-130-001 and 06-07-130-002) in Na-Au-Say Township
 2. Approval of Short-Term Rental Registration Form
- E. Law Justice & Legislation
 1. Approval to Enter into a Three-Year Agreement for Services with “The Sheriff App” with an Initial Cost of \$23,980. And with Annual Maintenance Costs of \$8,990
 2. Approval of an Intergovernmental Agreement Between the County of Kendall and the County of Kane for Juvenile Detention Services
12. Special Committee Reports
 - A. KenCom Executive Board
 - B. County Organizations
13. Other Business
14. Chairman’s Report

Appointment

Dr. John Gleason – Kendall County Board of Health – 3 year term – expires October 2023

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

County of Kendall, Illinois
Resolution 20 – _____

RESOLUTION DECLARING OCTOBER AS MANUFACTURING MONTH

WHEREAS manufacturing is a critical component of Kendall County with more than 65 manufacturing firms operating and employing over 3,000 people; and

WHEREAS, Illinois' innovative manufacturing sector employs 555,000 women and men, and manufacturing jobs provide an annual compensation which is significantly higher than the state's average wage; and

WHEREAS, the manufacturing industry is a cornerstone of our economy, and it presents significant opportunities for the next generation of workers in Kendall County; and

WHEREAS, Kendall County recognizes the importance of a thriving manufacturing sector, works to fuel economic growth, builds a future for our citizens, and is a strong representative of manufacturing in our state; and

WHEREAS, Kendall County's prosperity depends on the education and vocational opportunities that align with manufacturers' skilled-labor needs; and

WHEREAS, National Manufacturing Day™ is held on October 5th every year as a celebration of modern manufacturing meant to inspire the next generations of manufacturers; and

WHEREAS, Kendall County desires to extend this manufacturing celebration and educational opportunity through the entire month of October, to allow companies and community and economic development organizations to plan related events that work best for them; and

WHEREAS, manufacturers pay millions of dollars annually to support public education, law enforcement, emergency preparedness, public works and other essential services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF KENDALL COUNTY, ILLINOIS THAT OCTOBER IS PROCLAIMED TO BE MANUFACTURING MONTH IN KENDALL COUNTY.

PRESENTED and ADOPTED by the County Board, this 20th day of October 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder

County of Kendall, Illinois
Resolution 20 – _____

**RESOLUTION DECLARING NOVEMBER AS
NATIONAL EPILEPSY AND SUDDEN UNEXPECTED DEATH
IN EPILEPSY AWARENESS MONTH**

WHEREAS, Epilepsy can affect anyone with a brain, and more than three million people in the United States are affected by Epilepsy and Seizures; and

WHEREAS, each year 150,000 more people are diagnosed with Epilepsy, and have seizures or unexpected electrical “storms” in the brain; and

WHEREAS, people who continue to have seizures are at greater risk of serious complications, injuries and even dying from seizures, which is called “Sudden Unexpected Death in Epilepsy” or SUDEP; and

WHEREAS, Kendall County citizens are asked to join together to better understand and raise awareness of Epilepsy, and help eliminate public misunderstanding about Epilepsy and Seizures; and

WHEREAS, Kendall County recognizes the importance of informing people with Epilepsy about the extensive treatment options available to help control their seizures, and to assist in eliminating discrimination, and fear about receiving improper first aid; and

WHEREAS, Kendall County joins with the Epilepsy Foundation in advocating for more attention and funding to be dedicated to Epilepsy research and the acceleration of new therapies; and

WHEREAS, National Epilepsy Awareness Month is celebrated each November to encourage, educate, and raise awareness of Epilepsy and Sudden Unexpected Death in Epilepsy (SUDEP); and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF KENDALL COUNTY THAT NOVEMBER WILL BE NATIONAL EPILEPSY AND SUDDEN UNEXPECTED DEATH IN EPILEPSY AWARENESS MONTH.

PRESENTED and ADOPTED by the County Board, this 20th day of October, 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder

**KENDALL COUNTY BOARD
REGULAR SEPTEMBER MEETING
September 15, 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, September 15, 2020 at 9:00 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Scott Gengler, Judy Gilmour, Audra Hendrix, Matt Kellogg, Matt Prochaska and Robyn Vickers. Members absent: Elizabeth Flowers and Tony Giles.

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

THE AGENDA

Chairman Gryder asked to move Items 3 and 4 under 11B being swapped.

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

PUBLIC COMMENT

Todd Milliron complimented Jim Smiley and his staff for the setting up of the room for the board meetings.

CONSENT AGENDA

Member Hendrix moved to approve the consent agenda of **A) county board minutes from August 18, 2020; B) standing committee minutes; C) claims in an amount not to exceed \$2,385,443.13; D) 5-Year Surface Transportation Program 2021-2025; E) Contract with Brite Computers for a term of 5 years for a total amount not to exceed \$171,422.00 for the purchase and maintenance of body worn cameras for the Kendall County Sheriff's Office; F) Petition 20-22 request from the Kendall County Historic Preservation Commission for approval to authorize the Kendall County Board Chairman to sign and submit an application for certified local government status to the Illinois State Historic Preservation Officer. Member Prochaska seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.****

C) COMBINED CLAIMS: ADMIN \$553.71; ANML CNTRL WRDN \$1,281.56; BEHAV HLTH \$2,633.63; CIR CLK \$4,462.73; CIR CRT JDG \$4,408.63; COMB CRT SVS \$533.05; COMM ACTN SVS \$103,709.93; COMM HLTH \$97.42; CORR \$486.51; CNTY ADMIN \$1,320.82; CNTY BRD \$19,378.14; CNTY CLK \$40,547.84; HIGHWAY \$1,825,164.62; ELCTN \$8,894.72; EMA DIR \$244.67; EMA \$745.26; EMPL BFITS \$3,350.00; ENVIRO HLTH; \$2,963.98; FCLT MGMT \$ 28,793.25; GIS \$2,203.76; JURY COMM \$50.56; MERIT \$995.00; PBZ SNR \$955.00; PBZ \$2,433.59; POSTGE \$25,961.00; PRSDG JDGE \$3,149.81; PROB SVS \$7,192.52; PRGM SUPP \$1,340.55; PUB DEF \$209.54; ROE \$946.59; SHF \$34,687.83; STATES ATTY \$2,572.24; TECH \$25,608.04; TRSR \$247.00; UTIL \$18,808.49; VET \$2,597.66; FP \$120,122.88.; SHF \$62,104.81; SHF \$23,685.79

NEW BUSINESS

Suicide Prevention Awareness Month

Member Kellogg moved to approve a resolution declaring September National Suicide Prevention Awareness Month in Kendall County. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting. **Motion carried.**

A complete copy of Resolution 20-46 is available in the Office of the County Clerk.

Constitution Week

Member Hendrix moved to approve a resolution establishing Constitution Week 2020. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting. **Motion carried.**

A complete copy of Resolution 20-47 is available in the Office of the County Clerk.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

No report.

County Clerk

Revenue Report		8/1/20-8/31/20	8/1/19-8/31/19	8/1/18-8/31/18
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$1,185.50	\$920.00	\$882.50
MARFEE	County Clerk Fees - Marriage License	\$2,520.00	\$2,250.00	\$2,730.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$75.00		
CRTCOP	County Clerk Fees - Certified Copy	\$2,108.00		
NOTARY	County Clerk Fees - Notary	\$205.00		
MISINC	County Clerk Fees - Misc	\$35.00	\$1,960.00	\$2,530.50
	County Clerk Fees - Misc Total	\$6,128.50	\$5,130.00	\$6,143.00
RECFEE	County Clerk Fees - Recording	\$40,845.00	\$31,545.00	\$29,893.00
	Total County Clerk Fees	\$46,973.50	\$36,675.00	\$36,036.00
CTYREV	County Revenue	\$44,290.75	\$48,171.00	\$54,149.50
DCSTOR	Doc Storage	\$23,964.50	\$18,476.00	\$17,504.50
GISMAP	GIS Mapping	\$75,930.00	\$31,208.00	\$29,539.00
GISRCD	GIS Recording	\$5,062.00	\$3,904.00	\$3,693.00
INTRST	Interest	\$23.68	\$17.71	\$17.76
RECMIS	Recorder's Misc	\$833.00	\$6,731.50	\$5,910.25
RHSP	RHSP/Housing Surcharge	\$21,339.00	\$16,560.00	\$15,885.00
TAXCRT	Tax Certificate Fee	\$560.00	\$960.00	\$440.00
TAXFEE	Tax Sale Fees	\$35.00	\$0.00	\$40.00
PSTFEE	Postage Fees		\$0.00	
CK # 19012	To KC Treasurer	\$219,011.43	\$162,703.21	\$163,215.01

Treasurer

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

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
 FOR NINE MONTHS ENDED 08/31/2020

<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	\$336,587	86.30%	\$324,701	87.76%
State Income Tax	\$2,300,000	\$2,062,263	89.66%	\$2,058,603	92.67%

Local Use Tax	\$700,000	\$723,736	103.39%	\$609,898	89.04%
State Sales Tax	\$550,000	\$401,362	72.97%	\$386,575	70.29%
County Clerk Fees	\$325,000	\$324,785	99.93%	\$244,335	75.18%
Circuit Clerk Fees	\$1,350,000	\$783,523	58.04%	\$550,920	68.86%
Fines & Foreits/St Atty.	\$300,000	\$205,121	68.37%	\$173,011	53.23%
Building and Zoning	\$68,000	\$82,926	121.95%	\$61,340	90.21%
Interest Income	\$200,000	\$133,846	66.92%	\$250,863	167.24%
Health Insurance - Empl. Ded.	\$1,266,656	\$902,004	71.21%	\$897,463	70.92%
1/4 Cent Sales Tax	\$3,105,000	\$2,261,478	72.83%	\$2,289,164	73.73%
County Real Estate Transf Tax	\$425,000	\$367,492	86.47%	\$310,957	73.17%
Federal Inmate Revenue	\$2,044,000	\$1,697,280	83.04%	\$1,736,455	107.27%
Sheriff Fees	\$170,000	\$67,996	40.00%	\$125,803	70.94%
TOTALS	\$13,193,656	\$10,350,398	78.45%	\$10,020,089	82.91%
Public Safety Sales Tax	\$5,324,000	\$3,893,464	73.13%	\$3,978,427	76.22%
Transportation Sales Tax	\$6,000,000	\$3,893,464	64.89%	\$3,978,427	79.57%

State's Attorney

No report.

Coroner

Description	**	August 2020	Fiscal Year-to-Date	August 2019
Total Deaths		29	299	28/193
Natural Deaths		26	275	25/180
Accidental Deaths		1	13	0/3
Pending		2	2	0/0
Suicidal Deaths		0	8	3/9
Homicidal Deaths		0	1	0/0
Undetermined		0	1	0/1
Toxicology		2	28	3/16
Autopsies		2	20	2/12

Cremation Authorizations		17	190	21/119
Scenes Responded to:		Transported by Coroner's Office:		External Examinations:
4		3		2

**

(A):

- 08/14/2020 – Oswego/Nursing Home – 80yo, Female, Exsanguination due to Central Venous Dialysis Catheter Displacement

(P):

- 08/10/2020 – Plano – 29yo, Female, Probable Overdose
- 08/28/2020 – Oswego – 47yo, Female, Probable Overdose

PERSONNEL/OFFICE ACTIVITY:

- Erika Blaszczyk began her internship with the office on 08/31/2020. Erika attends Xavier University where she is pursuing her Master's Degree in Forensic Nursing/Criminal Justice.
- Chief Deputy Coroner Levi Gotte attended intermediate and advanced incident command courses (August 17 – 21); and received ICS-300 and ICS-400 certification.
- A total of 23 community service hours were served in August.

Health Department

Executive Director RaeAnn VanGundy spoke about flu season and the drive through flu clinic. Ms. VanGundy reviewed the number of cases of coronavirus.

Supervisor of Assessment

Supervisor of Assessment Andy Nicoletti stated that assessments will be published and online on Thursday. Final filing date is October 19, 2020. 43,531 change notices, \$54.3 million new construction and total EAV \$3.9 billion.

STANDING COMMITTEE REPORTS

Highway

Chairman Gryder removed items 1 and 2, items not ready.

Agreement Route 71 and Eldamain Rd

Member Cesich moved to approve an agreement between the State of Illinois and Kendall County pertaining to the construction and maintenance of the intersection of Illinois Route 71 and Eldamain Road. Member Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-63 is available in the Office of the County Clerk.

Planning, Building & Zoning

Petition 19-39

Member Prochaska moved to approve Petition 19-39 Request from John Dollinger on Behalf of Hansel Ridge, LLC (Owner at Time of Application Submittal) and Jason Shelley on Behalf of GoProBall, LLC (Current Owner) and James and Denise Maffeo on Behalf of Four Seasons Storage, LLC (Current Owner) for Map Amendments Rezoning 4.01 Acres +/- to B-3 Highway Business District and Granting Special Use Permits for an Outdoor Storage Facility and a Self-Storage Facility and a Map Amendment Rezoning 4.67 +/- Acres to B-2 General Business District for the Northeastern Portion of the Parcel Located on the Northwest Corner of Route 52 and County Line Road also Known as 195 Route 52 and Identified by Parcel Identification Number 09-13-200-002 in Seward Township. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 20-14 is available in the Office of the County Clerk.

Petition 20-15

Member Prochaska moved to approve Petition 20-15-Request from Jason Shelley on Behalf of GoProBall, LLC and James and Denise Maffeo on Behalf of Four Seasons Storage, LLC for Approval of Preliminary and Final Plats for the Go Pro Sports Subdivision and Exception to Section 7.03.A.7.c of the Kendall County Subdivision Control Ordinance Pertaining to Soil Maps and Surveys at the Northern 18.7 Acres of 195 Route 52 (PIN: 09-13-200-002) in Seward Township. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 20-15 is available in the Office of the County Clerk.

Petition 20-14

Member Prochaska moved to approve Petition 20-14 Request from the Kendall County Regional Planning Commission for Text Amendments to the Kendall County Zoning Ordinance Pertaining to Removing Typographical Errors, Confusing and Conflicting Language, and Related Updates as Outlined in the Packet. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 20-17 is available in the Office of the County Clerk.

Petition 20-21

Member Prochaska moved to approve Petition 20-21-Request from the Kendall County Planning, Building and Zoning Committee for an Amendment to the Fee Schedule of the Kendall County Planning Building and Zoning Department Pertaining to Building Permit Fees for Solar Panels and Conditional Use Permit Fees for Beekeeping. Member Hendrix 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 20-16 is available in the Office of the County Clerk.

Facilities

Snowplowing & Salting Contract

Member Kellogg moved to approve a three year seasonal snowplowing & salting contract with Winninger Excavating, Inc. with two one year extensions in the amount of \$39,500.00 per year for year one & year two, \$41,500.00 for year three and \$41,500.00 per year for optional year four & \$41,500.00 for optional year five. Member Hendrix 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 20-64 is available in the Office of the County Clerk.

Administration

Nutanix System

Member Prochaska moved to approve a Nutanix Hyper converged System not to exceed \$135,819.02. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Employee Handbook Update

Member Prochaska moved to approve an update to the Employee Handbook – County Administrator having direct oversight of Department Heads. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Masks

Member Prochaska moved to approve a resolution requiring employees and visitors to wear masks while in common areas of any Kendall County Building. Member Hendrix seconded the motion.

Member Kellogg moved to amend the motion to approve a resolution requiring employees and visitors to wear masks while in common areas of any Kendall County Building to resolution requiring employees and visitors to wear masks and follow posted COVID-19 safety guidelines while in the County Office Building, Historic Courthouse, and the Highway Department Buildings. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

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

A complete copy of Resolution 20-48 is available in the Office of the County Clerk.

PUBLIC COMMENT

Todd Milliron had some observations – glad to see the \$100 waived for the bees and good to see that technology is thinking ahead for storage capability and complying with FOIA.

EXECUTIVE SESSION

Member Cesich 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 Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

A recording device appears to be left on during the Executive Session. Mr. Wyman from WSPY stated it was nonintentional, he reviewed the recording and deleted it in its entirety.

EXECUTIVE SESSION

Member Cesich made a motion to go back 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 Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

Member Vickers gave a census update – on September 30 the enumerating ends, Kendall County's self response rate is 81.5% and 3rd in the State.

ADJOURNMENT

Member Hendrix 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 27th day of September, 2020.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

HIGHWAY COMMITTEE MINUTES

DATE: October 13, 2020
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Scott Gryder, Amy Cesich, Judy Gilmour, and Matt Prochaska
STAFF PRESENT: Ginger Gates and Fran Klaas
ALSO PRESENT: Ryan Sikes from WBK Engineering
Matt Jereb and Tony Simmons from HR Green

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

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

Motion Gilmour; second Prochaska, to approve the Highway Committee meeting minutes from September 8, 2020. Motion approved unanimously.

Motion Prochaska; second Gilmour, to recommend approval of a Phase 3 Construction Engineering Services Agreement between Kendall County and HR Green for project management of the Eldamain Road – Contract B Construction in an amount not to exceed \$3,599,124. Klaas described the project timing, including the proposed bid opening date of November 6, 2020. He also described how HR Green has been involved in the development of nearly all phases of the Eldamain Road corridor, and has done an outstanding job. He thought it would make a lot of sense for consistency and continuity to have HR Green provide the construction oversight for this project. Cesich asked if there was any federal money in the Phase 3 Engineering. Klaas indicated the Phase 3 costs would be 100% local. Cesich also asked about whether these services should be bid. Klaas reminded the committee that professional services cannot be bid – per State Law. Selection can only be based on qualifications, not on price; and qualification-based selection can be waived, considering Kendall County has an existing relationship with HR Green for this project. Matt Jereb and Tony Simmons introduced themselves. Jereb briefly described the proposed team for this project, thanked the committee for their confidence in HR Green, and asked if there were any questions for HR Green. Gryder described how he and his dad had stood near the intersection of Eldamain Road and River Road about 30 years ago; and his dad, former Highway Commissioner for Little Rock Township, had said that someday there would be a bridge across the Fox River at this location. Gryder discussed how long it takes to get major projects actually built; so this is a very exciting time for Kendall County, and there will likely be lots of opportunities for economic development along this corridor. There will also be a pedestrian connection between Subat and Hoover Forest Preserves. Cesich wished it could get done sooner. Klaas and HR Green gave a breakdown of the bidding process timing and total construction timing, which is expected to take about 30 months. Motion approved unanimously.

Klaas described an Illinois Transportation Enhancement Program (ITEP) project that City of Yorkville is proposing, and is asking Kendall County to be a co-sponsor. The project would install a multi-use path along Fox Road between White Oak Way and Hoover Forest Preserve. Yorkville's City Council would be addressing the application at their meeting tonight. Yorkville is asking for a letter of support from the County. The project could cost as much as \$2 million and would have a 20% local share (\$400,000), which is proposed to be split 50/50 City-County.

Cesich asked whether this would all be City sidewalk. Klaas indicated that the County would be involved with the initial construction, but the City would maintain after construction. The entire length of the project is in the city limits. Gryder asked whether we could exchange money for engineering; in other words, provide engineering for the project as our local share. Klaas didn't believe he would be able to do that. Prochaska asked how much money was in the TAP Fund. Klaas said that the relatively large unobligated balance had been reduced down to nearly nothing because of all the grants given out last year; but since the County puts \$50,000 into this fund annually, it might get built up again before this money would actually be needed. Gilmour wondered why the County would be involved with this project financially. She was also very concerned about the possibility of land acquisition in the area immediately west of White Oak Way. Prochaska described how the prospect of land acquisition, and the possibility of the use of eminent domain (condemnation) for trails gave him more heartburn than other public safety-type projects. He wondered if there was a way to determine ahead of time whether eminent domain would be needed. Klaas indicated there was really no way to determine this in advance. Gryder suggested tabling the matter, and discussing further with City of Yorkville. After further discussion, the committee was just not comfortable with preparing a letter of support for the ITEP application, and directed the County Engineer to notify the City that the Highway Committee just couldn't come to a consensus so quickly on this project.

There are a couple proposed projects in Kendall County that will require the County Board to consider the naming or renaming of certain segments of highways. Prochaska discussed how the chairman of the Comprehensive Land Plan Committee had suggested that the entire Eldamain / Lisbon corridor be renamed to Lisbon Road. Prochaska was in favor of condensing all the names for this corridor. Gilmour asked what happens to people's addresses when a road name is changed. Klaas discussed how this very same thing was done when Plainfield Road was changed to Ridge Road. Gryder noted similar changes for Old Grove Road and Old Ridge Road. Those individuals would have to change their address with the USPS. Prochaska suggested that Ill. Rte. 71 should be the dividing line. Everything south would be Lisbon Road. Everything north would be Eldamain Road. Klaas agreed, and pointed out that we want to intentionally differentiate the roadways at Route 71. North would be an 80,000# designated truck route, while south would be a more local road, where we wouldn't want to invite thru-truck traffic. Committee then discussed whether Ashe Road should also get changed. Prochaska suggested that the County pass a resolution now that changes the name of the roadway, and that it wouldn't take effect until the road has been reconstructed. Gilmour wondered how we could give people who live along the roadway a chance to have input on the matter. After discussion, the committee asked the County Engineer to send letter to those affected by the change, as well as preparing a resolution for the November meeting that would change the name of the roadway upon completion of the reconstruction.

The committee next talked about proposed road name changes for the Collins Road Extension project. Committee agreed that Collins Road should not change. The central question was whether Minkler Road should be changed to Orchard Road between Route 71 and the proposed roundabout. Prochaska supported the change at the roundabout; but there was some concern by Gryder and others that changing the name at the roundabout might create another level of confusion for drivers. Committee did not feel strongly one way or the other on this matter and did not want to take any action at this point.

Chairman Gryder reported that he walked around the proposed Eldamain Road corridor in the area where trees had been removed. Klaas described the tree removal efforts by Homer Tree Service. Everything went very well and much more quickly than anticipated.

Motion Prochaska; second Cesich, to forward Highway Department bills for the month of October in the amount of \$1,306,509.97 to the Finance Committee for approval. By roll call vote, motion approved unanimously.

Motion Cesich; second Prochaska, to adjourn the meeting at 4:26 P.M. Motion carried unanimously.

Respectfully submitted,



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

Action Items

1. Phase 3 Construction Engineering Services Agreement between Kendall County and HR Green for project management of the Eldamain Road – Contract B Construction in an amount not to exceed \$3,599,124.

COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING MINUTES
Monday, October 5, 2020

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

ROLL CALL

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

KC Employees in Attendance: Meagan Briganti, Matt Kinsey, Scott Koeppel

Others in Attendance: Beth Ishmael and Mike Wojcik, the Horton Group

APPROVAL OF AGENDA – Motion made by Member Prochaska, with the third item on the agenda being removed, second by Member Gilmour to approve the agenda. **With all members voting Aye the motion passed.**

APPROVAL OF MINUTES – Motion made by Member Prochaska, second by Member Vickers to approve the September 16, 2020 minutes. **With all members present voting Aye the motion passed 5-0**

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS – Technology Director Matt Kinsey reported there have been some bids by the state and neighboring counties that will allow other Counties to use their verbiage, and Technology would use that language in the bid documentation for new copiers in 2021. Mr. Kinsey is awaiting the verbiage from DuPage County, and once received, would like the Committee’s permission to forward the document to the State’s Attorney for legal review. **There was consensus by the committee to authorize Technology to forward the verbiage and bid documentation to the State’s Attorney for legal review.**

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Discussion and Approval of Health Insurance Premium Rates FY 20-21* – Mr. Wojcik reviewed the analyzed renewal information and BCBSIL data. Mr. Wojcik reviewed the Medical, Dental and Life renewal premiums and plan designs, with a number of alternatives with the committee. Mr. Wojcik stated they are seeing a trend in public sector of offering more choices and participation. Discussion on designated

providers, Tier 1 and Tier 2 levels and the differences of each, direct line changes, and potential savings.

Ms. Ishmael reviewed the County's Pharmacy Annual Review, the potential savings of a performance formulary drug plan, the specialty drug lists, and how the performance formulary drug plan works, and the appeal process for exceptions.

Member Vickers made a motion to forward for Approval of the 5-Tier Health Insurance Plan and closed Drug Formulary to the October 21, 2020 County Board meeting, second by Member Prochaska. **With Members Gilmour, Vickers, Prochaska and Gengler voting aye, and Member Flowers voting nay, the motion carried by a 4-1 vote.**

Discussion on Dental, Life and Vision coverage and the options available to the County. The Horton Group recommended staying with MetLife for Dental and with EyeMed. Motion by Member Gengler, second by Member Prochaska to forward these items to the County Board for approval. **With five members voting aye, the motion carried by a 5-0 vote.**

- *Discussion of Metronet p2p Fiber Connection from Main Campus to COB and Highway* – Technology Director Matt Kinsey briefed the committee on the wireless connection to the County Office Building and Highway Department. Mr. Kinsey stated that as the County moves toward VOiP Phone System in the near future, he is recommending a MetroNet fiber circuit for the County Office Building and the Highway Department data switches at an estimated cost of \$18,600 for more efficient, more stable and quality service. Motion made by Member Gengler, second by Member Vickers to forward the item to the County Board for approval. **With five members present voting aye, the motion carried.**
- *Discussion and Approval of GIS Analyst Job Description* – Meagan Briganti stated that the job description that were brought to the committee last year were to change the two previous job descriptions into one job description of GIS Cadastral Specialist. Ms. Briganti stated that one employee is performing very well, and going above and beyond the GIS Cadastral Specialist position responsibilities, resulting in the request to change one job description to reflect the additional responsibilities that have been assumed. Ms. Berganti stated that she desired to upgrade one job description to GIS Cadastral Analysis. She reviewed the changes and highlighted the responsibilities regarding the new Cloud based operations to include Amazon S3 infrastructure and any virtual instances, perform technical functions such as security updates of Windows and Unix based operating systems to maintain secure working environment. Motion by Member Prochaska, second by Member Gengler to forward the proposed job description to the County Board for approval. **With five members voting aye, the motion carried by a 5-0 vote.**

EXECUTIVE SESSION – None

ITEMS FOR COMMITTEE OF THE WHOLE –

ACTION ITEMS FOR COUNTY BOARD

Approval of the 2021-2022 Wellness Program

Approval of Renewal with BCBSIL Insurance with five different options and the performance formulary drug plan

Approval of renewal with BCBSIL for Life Insurance, EyeMed for Vision Insurance, and Met Life for Dental Insurance

Approval to purchase Operating System Deployment software not to exceed \$15,495.00

Approval of Metronet p2p Fiber Connection from Main Campus to COB and Highway at a cost not to exceed \$18,600.00

Approval of GIS Cadastral Analyst Job Description

ADJOURNMENT – Member Vickers made a motion to adjourn the meeting, second by Member Prochaska. **With all members present voting yes the meeting adjourned at 6:59p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Historic Courthouse
Third Floor Courtroom
109 W. Ridge Street, Yorkville, Illinois
5:30 p.m.

Meeting Minutes of October 14, 2020 – Unofficial until approved

CALL TO ORDER

The meeting was called to order by Chairman Prochaska at 5:31 p.m.

ROLL CALL

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

Committee Members Absent: Scott Gengler

Also Present: Matt Asselmeier (Senior Planner) and Michele Morris

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

Member Kellogg made a motion, seconded by Member Flowers, to approve the minutes of the September 9, 2020. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

None

EXPENDITURE REPORT

The Committee reviewed the expenditure report and the Planning, Building and Zoning Department's year-to-date expenditures. Mr. Asselmeier noted that Petitioner for Petition 18-25 had decided not to pursue a subdivision and the money in the stormwater escrow for this project was refunded. Mr. Asselmeier also stated that work occurred on the Department's trucks; those invoices would be in next month's report.

Member Flowers made a motion, seconded by Member Kellogg, to forward the expenditures to the Finance Committee. With a voice vote of four (4) ayes, the motion carried.

PETITIONS

20-23 Patrick and Michele Morris

Mr. Asselmeier summarized the request.

A five foot (5') public utility and drainage easement exists on the north and south lot lines of Lots 35, 36, and 37 in the Grove Estates Subdivision.

Patrick and Michele Morris would like to merge the three (3) lots and construct a new house over the easements.

The application materials and plat of vacation were provided.

The property is addressed as 7229, 7251, and 7287 Joyce Court.

The property is approximately two (2) acres in size and is zoned RPD-2.

The current land use is Single-Family Residential. The future land use is Rural Residential.

Joyce Court is a local road maintained by Na-Au-Say Township. No trails are planned for the property.

There are no floodplains or wetlands on the property.

The adjacent land uses are Single-Family Residential. The adjacent zoning is RPD-2. The Land Resource Management Plan calls for the area to Rural Residential. The zoning districts within a half mile are A-1 and RPD-2.

Na-Au-Say Township was emailed information on September 22, 2020.

The Village of Oswego was emailed information on September 22, 2020.

The Oswego Fire Protection District was emailed information on September 22, 2020.

ZPAC reviewed this proposal at their meeting on October 6, 2020. No utilities were located in the easements. The Petitioner plans to install two (2) driveways at the subject property. The homeowners' association has no opposition to this request. ZPAC recommended approval by a vote of seven (7) in favor and zero (0) in opposition. Three (3) members were absent. The minutes of the meeting were provided.

The total area proposed for vacation is approximately one tenth (0.1) of an acre.

The Petitioners provided information stating that none of the utilities or the homeowners' association were in opposition to this request.

Staff recommends that the requested vacation with the following conditions:

1. Lots 35, 36, and 37 of Grove Estates Subdivision shall not be sold as individual lots upon the successful recording of the plat of vacation (Attachment 2). Within ninety (90) days of the effective date of this ordinance, the Petitioner shall submit a parcel consolidation request to Kendall County.
2. This vacation shall become effective upon the successful recording of the plat of vacation in the timeframe outlined in Section 7.06.H of the Kendall County Subdivision Control Ordinance unless an extension is granted by the Kendall County Board.

A copy of the draft ordinance was provided.

Michele Morris stated that she was in attendance to answer questions.

Member Kellogg asked, if these easements were vacated, would the drainage and utility areas be cut-off from access. Mr. Asselmeier responded that drainage and utility easements were still located on adjoining properties and no access issues would arise.

Member Gilmour made a motion, seconded by Member Kellogg, to recommend approval of the vacations with the conditions proposed by Staff and placing the item on the consent agenda. With a voice vote of four (4) ayes, the motion carried.

The proposal goes to the Kendall County Board on October 20, 2020, on the consent agenda.

NEW BUSINESS

Approval of Fiscal Year 2020-2021 Meeting Calendar

Member Kellogg made a motion, seconded by Member Flowers, to recommend approval of the meeting calendar.

It was noted that the October 2021 meeting would be on a Tuesday.

With a voice vote of four (4) ayes, the motion as amended carried.

Recommendation on 2021 Comprehensive Noxious Weed Work Plan

Mr. Asselmeier summarized the issue.

Kendall County is required by Illinois law to submit an annual Noxious Weed Comprehensive Work Plan to the State by November 1st of each year. The proposed 2021 Kendall County Noxious Weed Comprehensive Work Plan was distributed. This proposal is the same as the 2020 Noxious Weed Comprehensive Work Plan.

Member Gilmour made a motion, seconded by Member Kellogg, to recommend approval of the proposed work plan and place on the consent agenda. With a voice vote of four (4) ayes, the motion carried.

The proposal will go to the County Board on October 20, 2020, on the consent agenda.

Recommendation on Short-Term Rental Registration Form

Mr. Asselmeier summarized the request.

When the County Board approved the amendments to the Zoning Ordinance in September, they approved a provision that required short-term rental property owners to submit an annual register to the County.

The draft annual registration form was provided.

Chairman Prochaska asked if a property owner would have register their property each time they place the property on a rental website. Mr. Asselmeier responded that the registration was valid for one (1) year.

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

The proposal will go to the County Board on October 20, 2020, on the regular meeting agenda.

Request for Guidance Regarding a Request from the Comprehensive Land Plan and Ordinance Committee Pertaining to Retaining the Prairie Parkway on the Future Land Use Map; Committee Could Refer the Matter to the State's Attorney's Office

Mr. Asselmeier summarized the request.

At their meeting on September 23, 2020, the Kendall County Comprehensive Land Plan and Ordinance Committee suggested keeping the Prairie Parkway on the Future Land Use Map in the Kendall County Land Resource Management Plan. This suggestion creates two legal questions:

1. If the Prairie Parkway is retained on the Future Land Use Map, can the County refuse to issue building permits inside the corridor? The State previously withdrew the recorded centerline of the Prairie Parkway and the Land Resource Management Plan, unlike municipal comprehensive plans, is not recorded.
2. The County is required to adopt a twenty (20)-year Transportation Plan per the law that allows the County to have a Transportation Sales Tax. The most current version of this plan was adopted in 2019 and did not include the Prairie Parkway. Which document takes precedents if a conflict exists between the most recently adopted Transportation Plan and the Land Resource Management Plan?

Staff requests input from the State's Attorney's Office on these matters.

Discussion occurred regarding keeping the Prairie Parkway on the Future Land Use Map. Member Flowers suggested keeping the road on the Future Land Use Map. Member Gilmour noted that the County Board already voted to remove the Prairie Parkway from the Transportation Plan. Chairman Prochaska doubted that the alignment for the Prairie Parkway, if the project was resurrected, would be the same as the alignment shown on the Future Land Use Map. There was no consensus for a request for legal review and the informal opinion was that the Prairie Parkway should be removed from the Future Land Use Map in the Land Resource Management Plan.

OLD BUSINESS

Zoning Ordinance Project Update

Mr. Asselmeier reported that he has a meeting with Teska Associates on October 19, 2020, to go over the procedure for updating the Zoning Ordinance from a technological standpoint.

REVIEW VIOLATION REPORT

The Committee reviewed the violation report. Staff provided court updates regarding 1038 Harvey Road and 45 Cheyenne Court.

Member Flowers asked about the number of pools installed without a permit. Mr. Asselmeier will research that information.

REVIEW PRE-VIOLATION REPORT

The Committee reviewed the pre-violation report.

UPDATE FOR HISTORIC PRESERVATION COMMISSION

Chairman Prochaska noted that the State would like the County to amend the Historic Preservation Ordinance to require that the Commission meet four (4) times per year and remove the application fee. Members discussed the reasons for the existing Five Hundred Dollar (\$500) application fee. Members requested the Historic Preservation Commission to review and propose a fee that ensured that the County did not lose money when considering historic landmark and district applications.

REVIEW PERMIT REPORT

The Committee reviewed the permit report.

REVIEW REVENUE REPORT

The Committee reviewed the revenue report. Staff noted that year-to-date revenues already surpassed total FY2018-2019 figures.

CORRESPONDENCE

Correspondence from Chris Wilson Regarding Ordinance 2020-09 (Formally Petition 20-12) Pertaining to the Approval of a Plat of Vacation, Relocation, and Expansion of a Construction and Drainage Easement and Drainage and Utility Easement at Lots 171 and 172 in Whitetail Ridge Subdivision (7148 and 7136 Ironwood Court, Yorkville); Committee Could Forward Correspondence to County Board

Mr. Asselmeier read the correspondence.

On May 19, 2020, the Kendall County Board approved Ordinance 2020-09, formally Petition 20-12, a request by Chris Wilson to vacate certain easements located on Lots 171 and 172 in Whitetail Ridge Subdivision. A copy of Ordinance 2020-09 was provided.

Per Section 7.06.H of the Kendall County Subdivision Control Ordinance, the plat of vacation must be recorded within six (6) months of approval of the vacation by the County Board in order for the vacations to become effective. The County Board also has the right to extend the recording deadline.

On July 17, 2020, Mr. Wilson sent an email stating that he was not going to record the plat. Mr. Wilson reiterated this position in an email on September 28, 2020. These emails were provided.

Based on Mr. Wilson's emails, the vacations outlined in Ordinance 2020-09 will not become effective.

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

Motion by Flowers, seconded by Chairman Gilmour, to enter into executive session for the purposes 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): Flowers, Gilmour, Kellogg, and Prochaska
Nays (0): None

Abstain (0): None
Absent (1): Gengler

The motion carried. The Committee recessed at 6:08 p.m.

Chairman Prochaska called the Committee back to order at 6:12 p.m.

ROLL CALL

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

Committee Members Absent: Scott Gengler

Also Present: Matt Asselmeier (Senior Planner)

NEW BUSINESS

Approval to Release Executive Session Minutes of October 14, 2020

Chairman Prochaska made a motion, seconded by Member Kellogg, to release the executive session minutes of October 14, 2020. With a voice vote of four (4) ayes, the motion carried.

ADJOURNMENT

Member Flowers, 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 6:12 p.m.

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

Meeting Minutes Friday, September 25, 2020

Call to Order

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

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Scott Gryder	Here		
Audra Hendrix	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

Others Present: Scott Koeppel

Approval of Agenda – Member Gryder made a motion to approve the agenda, second by Member Prochaska. **With five members present voting aye, the motion carried by a vote of 5-0.**

Approval of August 28, 2020 Meeting Minutes – Member Gryder made a motion to approve the August 28, 2020 meeting minutes, second by Member Prochaska. **With five members present voting aye, the motion carried by a vote of 5-0.**

Committee Business

- *Discussion on C-PACE Program with The Illinois Energy Conservation Authority NFP* – Mr. Koeppel stated that this topic has been discussed for the last two meetings, and that after the last meeting he contacted the Illinois Conservation Authority to clarify questions that the committee had from the last presentation about C-Pace.

Anna Maria Kowalik, from the Illinois Energy Conservation Authority NFP, explained the Commercial Property Assessed Claim Energy financing tool that has been established in Kane, DuPage, Peoria, McHenry, Ogle Counties, and growing the Counties out from the Collar Counties and across Northern Illinois.

Ms. Kowalik stated that C-PACE is an up to 100 percent financing tool of energy efficiency projects, or energy efficiency and savings components of any retro fit or new construction project. It is a debt instrument that is repaid via the tax bill through an assessment line item. The benefits for property owners include a non-course product that is giving them greater benefit of more dollars for less application processes than conventional lending, adds to the bottom line, improves their NOI, and is something that can help reduce the owner equity in the project.

Committee Question: Can the County add additional restrictions to the program such as project size, industrial versus office space, and set additional restrictions on it so that certain things are either allowed or not allowed.

Mark Pikus from the Illinois Energy Conservation Authority NFP, stated that there are baselines and guidelines, but the County constructs and can customize the program according to their local needs.

Committee Question: What happens with outstanding payments if a property is foreclosed and the taxes are not being paid? Mark Pikus stated that this would be treated as any other delinquent tax and would go through the County Tax Sale. The County would in no way be responsible for any payment of taxes or loan payments, but that delinquency would be the risk on the private capital provider and the investment in the project.

Committee Question: Would there ever be a scenario when the loan would be resolved on a specific property? Mr. Pikus said that there wouldn't be a loan negate, but the risk or loss would be on the private capital provider.

Committee Question: Can the County assess a fee as part of the program to cover the cost because there will be additional work in the County Treasurer's Office, Assessment Office and Clerk's Office Mr. Pikus stated that they recommend a one percent upfront closing cost fee, and a servicing fee charge.

Committee Question: Is there any project management required either from the Contractors, can it be added, and is it necessary? Mr. Pikus stated that there is monitoring that the improvements have been implemented, and that the funds have been utilized properly. The Illinois Energy Conservation Authority NFP receives those monitor reports, but the County does have an oversight committee that is involved in the approval, the specific improvements. But, the County can implement some other type of monitoring system if desired.

Ultimately, the County Board would be assigning the Oversight Committee comprised of County elected officials, the authority to authorize future projects on behalf of the County Board.

The committee asked Mr. Koeppel to meet with the County Clerk, Treasurer, and Chief Assessment Officer prior to the October Committee of the Whole meeting, to explain the program and get their input on the additional work that each office would be facing.

There was consensus by the Committee to forward the item and a draft ordinance to the October 15, 2020 Committee of the Whole meeting, and if it's agreeable to then forward the Ordinance to the State's Attorney's Office for legal review.

- *Discussion of Revolving Loan Fund Pre-Application from Oswego Best Western – Mr. Koeppel reviewed the pre-application from the Oswego Best Western, and said his memo addressed questions that he had regarding the pre-application. Mr. Koeppel reported that*

the Best Western is requesting a \$200,000 loan to complete a renovation project in the lobby area they began in 2019. They had taken a \$1.8 million from Old Second Bank, but have stalled with completion of the renovation because they were going to utilize revenues that have fallen off this year. They are current on their loan to Old Second, but they did forbearance. There is no certainty of jobs added, this is a job retaining effort.

Mr. Koepfel stated that the New Recapture Strategy has a limit of \$100,000. Mr. Koepfel voiced concerns about hospitality and revenue in 2019, and they estimate a negative \$125,000 this year, and an estimated profit in 2021 of \$140,000.

Discussion of other hospitality loans in the County that failed, what type of collateral the County would require, and whether Best Western has applied for other funding such as CARES Act or other state grants.

The committee wanted Mr. Koepfel to voice the Committee's concerns, get additional information on their plans, if they are prepared to pay off their loan out of forbearance and totally pay it off, and on any grant funding they are waiting on, and consult with Old Second on the applicant and this potential loan.

- *Downstate Small Business Stabilization Program Update* – Mr. Koepfel updated the committee on the submitted applications totaling \$1,086,000, and approved grant funding for small businesses in the County totaling \$242,750. Mr. Koepfel stressed that the state has additional funding to disburse.
- *Discussion of Revolving Loan Fund Payments and Covid-19* – Discussion on the extension of the Revolving Loan fund payments. **There was consensus by the committee to reinstate normal loan schedule and payments as usual.**

Updates and Reports – Mr. Koepfel updated the Committee on the Kendall Fairground Association Application, and said he communicated with the fairgrounds that a refinance doesn't fit the scope of the revolving loan fund recapture plan. Mr. Koepfel also discussed the fairgrounds and concerns about Covid-19. The Fairgrounds reported they have a car show and two outdoor weddings scheduled in the near future, which they said show the promise of the fairground association's ability to repay a loan. After discussions with Mr. Koepfel the Fairgrounds revised their request to \$135,800. Mr. Koepfel reminded the committee that the maximum allowable loan to a private business is \$100,000.

There was consensus by the committee to invite the Fairground Association to the October EDC meeting to share their plans for winter month revenue and their available collateral. The committee also would like the Fair Association to complete an application prior to that meeting.

Chairs Report – None

Items for the October 6, 2020 County Board Meeting - None

Items for the October 15, 2020 Committee of the Whole Meeting

- *Discussion and Approval of C-PACE Program with The Illinois Energy Conservation Authority NFP*

Public Comment – None

Executive Committee – Not needed

Adjournment - Member Gryder made a motion to adjourn, second by Member Prochaska. **With five members present voting aye, the motion carried by a vote of 5-0.** There being no objection, the Economic Development Committee meeting was adjourned at 10:04a.m.

Respectfully submitted,

Valarie McClain
Administrative Assistant & Recording Secretary

COUNTY OF KENDALL, ILLINOIS
SPECIAL Committee of the Whole
BUDGET PRESENTATIONS
Friday, September 18, 2020
CORRECTED October 6, 2020

MEETING MINUTES

Call to Order: Chairman Gryder called the meeting to order at 8:32a.m.

Board Members Present: Scott Gryder - Here, Judy Gilmour - Here, Matt Kellogg - Yes, Matthew Prochaska - Here, Amy Cesich - Present, Robyn Vickers – Here

Member Scott Gengler arrived at 8:35a.m.

Board Members Absent: Elizabeth Flowers, Tony Giles, Audra Hendrix

Others Present: Latreese Caldwell, Scott Koepfel

Chairman Gryder turned the meeting over to Finance Chair Matt Kellogg for the Budget Presentation portion.

Ms. Caldwell provided a quick overview of the current levy and general fund deficits, the PTELL Calculations, the General Fund Revenue Summary, and the General Fund Expenditure Summary. Ms. Caldwell reminded the committee that the budget parameters set were a flat percent increase for all departments/offices, and a 2.5 percent increase for salary increases. Ms. Caldwell reported the current deficit as \$3,137,146.

BUDGET PRESENTATIONS

Chris Mehochko, *Regional Office of Education* – Mr. Mehochko reviewed his proposed budget with the committee and stated that the majority of his budget is salary and benefits. Mr. Mehochko stated that Grundy County pays all non-personnel expenses, and Kendall reimburses their percentage, and Grundy pays forty-percent of salary, IMRF and SS expenses. Kendall County pays all medical and dental benefits, and Grundy reimburses their percentage. Kendall pays sixty-percent of salary, IMRF and SS expenses.

Roger Bonuchi, *Emergency Management Agency* – Director Bonuchi reviewed the salary increases for the Director and the Deputy Director. Discussion on the reason for the increase for the Deputy Director over the Board’s recommended 2.5 percent, and moving the Deputy Director salary to the Nuclear grant fund, instead of the EMA grant fund, and the closing of Dresden Nuclear facility in 2021, and how that might affect the Nuclear grant to EMA. Mr. Bonuchi stated that with the closing, they would still be operating the Emergency Management Agency, and not be required to conduct drills every two years. Regarding replacement of the Nuclear Grant funding,

Mr. Koepfel stated that the ongoing cost is the Deputy Director salary, IMRF, SSN and benefits, and they will continue looking at IEMA and other funding sources after the end date of the nuclear grant. Member Cesich reminded the committee that only a portion of the total salary for the Deputy Director is paid out of the grant, and the IMRF, SSN and benefits are paid out of the general fund. Ms. Page stated that she does have a great amount of additional work with EMA, but could see hiring a part-time person as the Deputy EMA Director in a few years. Discussion of the \$60,000 IEMA grant funding and increased revenue in 2021.

Jennifer Gilbert, CASA – Ms. Gilbert updated the committee on changes in the system due to Covid. The program cancelled all fundraising events for the year. She reported they have approximately 100 children in the program now, and there is a change in the reason for children coming into care due to increased danger, violent acts, police involvement, and immediate need. There is also a major need for additional volunteers and training to meet the needs of the children. They've conduct most service via zoom meetings on a weekly basis, unless the child did not have internet access, the Director or Volunteer Director would do an in-person visit outside with the child/family.

Ms. Gilbert said they will now have five people working in their 12' x 12' office, and there is no privacy, or social distancing possible, or space for children to visit with their family in a supervised area. They are not allowed to utilize the Courthouse after the business hours due to lack of security and public access. Ms. Gilbert has reached out to the Village of Oswego but was told the Village didn't think it would be a good fit for that purpose. Ms. Gilbert stated that eighty percent of their budget is only possible through fundraising efforts and generous donations. Ms. Gilbert stated they will be hosting a virtual and a zero 5K race online, as well as an online Christmas Gift Basket raffle prior to the holidays. Both can be found on the CASA website. Ms. Gilbert also stated that Kendall County Board funding is critical to CASA Kendall County's ability to hold volunteer training, recruiting efforts, and advocate at the highest possible level for Kendall County children.

Eric Weis, State's Attorney's Office – Eric Weis brought three areas to the attention of the Committee. Mr. Weis first stated that he is supportive of the Child Advocacy Services Center, the Domestic Violence Response Team up and running since January 1, 2020, with one dedicated detective to the program with no cost to the County or Sheriff's Office, and the last is his support of transferring the GPS Monitoring System to the Sheriff's Office from Court Services. Mr. Weis stated that although these do not affect his budget, they do affect his office directly. Mr. Weis reported a three percent increase across the board for his staff, and the addition of an annual "uniform allowance" for his Assistant State's Attorneys due to the court dress policy requirements. Mr. Weis also explained the stipends that he pays to his ASA's for being on-call for one week, weekend bond calls, and for the civil division to attend County meetings on a regular basis.

Chad Lockman, Veteran's Assistance Commission of Kendall County (VACKC) – Mr. Lockman stated that the efficiency of the VAC continues to increase, more veterans are being served, there is an enormous amount of money brought into the

County through veterans benefits, the number of veterans asking for assistance has decreased due to the job program through collaboration with local chambers.

This year's levy request is thirteen percent less or \$350,961. Due to Covid, there were eight additional veterans that came to VAC for assistance, four are back to work, and the other four are being assisted to some extent. During Covid, they were only been transporting veterans to Hines or the Clinic when absolutely necessary as determined by their physician. They are now back to full operation.

Kendall County Veterans will have been awarded over \$1.5 million in new monies alone (retroactive benefits). The annual amount brought into the County through veterans as a result of VAC work is \$16.5 million, or \$50.43 per tax dollar levy to the VAC.

Mr. Lockman presented a salary comparison of local Superintendent salaries to justify his salary request for himself by 4.8 percent, and the Coordinator by 8.24 percent, and zero percent for the drivers. Discussion on the driver's current salary, reasoning for not raising their salary, and funds available if they are requested for additional transportation.

Jim Smiley, *Facilities Management* – Mr. Smiley reviewed the proposed budget for this year, stating there is a 19 percent increase from last year primarily due to extra cleaning and extra supplies due to Covid; and the addition of a Assistant Director/Project Manager position.

Smiley reported that most of the utilities are projected to increase due to the moving of internet to his budget, and he anticipates the phone costs to decrease with the new ITB phone system and the use of the iCloud. Natural gas will remain flat, electric costs with the new solar field are not expected to have the full savings until the third year. Estimated costs for the first year of \$63,000, second year of \$134,000 and third year of \$169,000. There is an anticipated decrease of all utilities of \$1,250. overall. Smiley shows a projected electric cost overall from \$531,450 to \$386,630 by 2024. The Demand Response 5-year program for generator use on peak days provided \$31,000 in savings in the first two years.

Discussion on the requested Assistant Director/Project Manager with an estimated salary of \$70,000 (not including benefits), and internal resources that could bring savings to the County. Mr. Koeppel stated that this new employee could also assist with Technology projects as well, and this is part of the succession planning and emergency response planning for the future of this Department, and possibly postponing hiring for 6-months. This would be a non-union management position with supervisory responsibilities.

Vicki Chuffo, *Public Defender* – Ms. Chuffo reported a proposed three percent increase in salaries based on what the State's Attorney is asking, and the other line items will remain flat. Ms. Chuffo's salary increased because the State's Attorney's salary increased.

Robyn Ingemunson, Circuit Clerk – Robyn Ingemunson reported that with the pandemic, the fines and fees have decreased substantially.

Discussion on the substantial salary increase for the deputy clerks, the decrease of case filings, Ms. Ingemunson stated that she did not furlough any employees during the shut-down because the workload remained the same with the addition of e-filings, extra mailings, and extra projects such as records disposal.

Ms. Ingemunson stated the Court Automation fund after salaries and maintenance fees to JANO, would have fallen to \$39,000, causing her to move all salaries but two Child Support employees, back to the General Fund. Ms. Ingemunson reported a three percent salary increase for non-union employees, but thinks that everything else remained the same.

Alice Elliott, Court Services/Probation – Ms. Elliott stated that she doesn't have a lot of changes this year, but began with the Family Violence Coordinating Counsel which is simply a pass-through.

Ms. Elliott reviewed the Probation Service Fee fund anticipates lower revenues because offenders are now paying directly to the provider and not to Court Services. Ms. Elliott reported that AOIC allocations increased to \$786,830, an increase to the General Fund of \$274,000 over last year's allocation. This is the result of moving County funded positions to AOIC funded positions, and she anticipates moving additional positions over to AOIC when possible.

Discussion on the transfer of the GPS Monitoring Officer position switching from Court Services to the Sheriff's Office. Ms. Elliott stated that in the domestic violence situations, they have more that are ending up on GPS monitor, and that has increased dramatically during the quarantine and Covid. The increases in GPS monitoring has caused concerns about victim safety in the community. Ms. Elliott said that the mission is facility behavioral change with offenders to promote public safety, or address behaviors that are bringing someone into the system, and the Sheriff's Office is better suited to respond to victim safety quickly in the community. It has been her contention that Court Services is not providing the level of safety for these domestic violence cases, although the State's Attorney's Office continues to keep the victims engaged as part of the Domestic Violence Response Team. Ms. Elliott stated that after meeting with the state, the Sheriff's Office, and the Judiciary Office, they are all on the belief that it is better for the Sheriff's Office to take on this project.

Ms. Elliott stated that the County would retain the AOIC grant funding if she is allowed to redirect services to target high risk juvenile offenders that can work through and address those high risk cases that are causing the increased detention dollars, and are the people more likely to be in juvenile placement. If the GPA position went to the Sheriff's Office budget, she would not need to hire an additional employee to serve in this Juvenile area.

Sheriff Baird stated that the position in the Sheriff's Office would be a civilian coordinator exempt non-union position, however all of the responsibilities qualify and

2022 Annual Wellness Plan Dates & Requirements

- ✚ The Kendall County Wellness Program takes effect January 1, 2022.

- ✚ To be eligible for health care premium savings, an employee will need to:
 - Submit evidence of a current annual wellness screening/physical by December 1, 2021 to the Kendall County Treasurer's Office.
 - The current annual wellness screening/physical must be dated between December 2020 and November 2021.
 - If the employee's spouse is on the County's family health insurance plan then the employee's spouse must also submit an annual wellness screening.
 - Employees' children do not need to submit annual wellness screenings.
 - Please contact the Kendall County Treasurer's Office with any questions.

Physician Verification of Annual Physical - 2022 Benefit Year

Employee – Spouse (please circle one)

1. County of Kendall is committed to the health and well-being of our employees. As part of our employee wellness initiatives, all employees and spouses are encouraged to complete an annual physical with their physician. To qualify for the 2022 wellness program employee premium obligation please have this form filled out and returned by 11-30-2021.

Steps for Completion

1. If you have already submitted a wellness exam form in 2021 the wellness program incentive will continue to the annual anniversary date of your exam. If you have not had an exam so far this year, please contact your physician to schedule your annual physical.
2. Schedule an annual physical with your Physician.
Note: Under Health Care Reform guidelines, preventive care is covered in full by your health plan on an annual basis. If you discuss additional health concerns that go beyond the scope of preventive care, please be aware this visit will be billed and paid as diagnostic. As the patient, you will be responsible for these fees and any follow up deemed appropriate by your physician.
3. Take this form to your appointment. Prior to leaving your appointment, have your physician sign this form.
4. Sign the form and return to Kendall County Treasurer's Office email: benefits@co.kendall.il.us Fax 630-553-4117; Address: 111 W Fox St, Yorkville.

Employee Acknowledgement:

I understand in order to be eligible for the wellness program incentive 2022; this form must be signed by myself and my physician and submitted to the Kendall County Treasurer's Office. I also understand that no protected health information, including these results, needs to be shared with County of Kendall for this incentive.

Employee Name (printed)

Spouse Name (optional)

Employee or Spouse Signature

Date

Physician Verification:

I confirm that the above patient completed a preventive exam on _____(mm/dd/yyyy). If applicable, the patient was also made aware that additional costs may be associated with their visit (if services rendered are outside of preventive scope). PLEASE DO NOT SHARE ACTUAL RESULTS ON THIS FORM AS IT WILL BE RETURNED DIRECTLY TO PATIENT'S EMPLOYER.

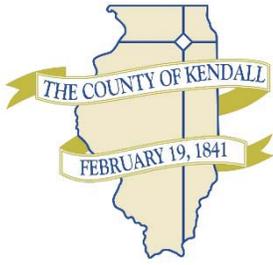
Physician Name (printed)

Physician's Office Name (printed)

Physician Signature

Date

Physician Address



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: October 14, 2020

Amount: N/A

Budget: N/A

Issue: Petition 20-23-Request from Patrick and Michele Morris to Vacate Four Five-Foot Wide Public Utility and Drainage Easements Along the South Property Line of Lot 37, the North and South Property Lines of Lot 36, and the North Property Line of Lot 35 in Grove Estates Subdivision (PINs: 06-08-101-021, 06-08-101-022, and 06-08-101-023) in Na-Au-Say Township

Background and Discussion:

A five foot (5') public utility and drainage easement exists on the north and south lot lines of Lots 35, 36, and 37 in the Grove Estates Subdivision.

The Petitioners would like to merge the three (3) lots and construct a new house over the easements.

No objections were expressed by Na-Au-Say Township, Village of Oswego, Oswego Fire Protection District, the Grove Estates Homeowners' Association, or any of the impacted utilities.

The draft ordinance is attached.

Committee Action:

ZPAC-Approval (7-0-3) and PBZ Committee-Approval with Conditions (4-0-1)

Staff Recommendation:

Approval with Conditions-Lots 35, 36, and 37 of Grove Estates Subdivision shall not be sold as individual lots upon the successful recording of the plat of vacation. Within ninety (90) days of the effective date of this ordinance, the Petitioner shall submit a parcel consolidation request to Kendall County. This vacation shall become effective upon the successful recording of the plat of vacation in the timeframe outlined in Section 7.06.H of the Kendall County Subdivision Control Ordinance unless an extension is granted by the Kendall County Board.

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: October 14, 2020

ORDINANCE NUMBER 2020-_____

APPROVING A PLAT OF VACATION OF FIVE FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS ALONG THE SOUTH PROPERTY LINE OF LOT 37, NORTH AND SOUTH PROPERTY LINES OF LOT 36, AND NORTH PROPERTY LINE OF LOT 35 IN GROVE ESTATES SUBDIVISION ON PARCELS IDENTIFIED BY PARCEL IDENTIFICATION NUMBERS 06-08-101-021, 06-08-101-022, AND 06-08-101-023 IN NA-AU-SAY TOWNSHIP

WHEREAS, Section 7.06 of the Kendall County Subdivision Control Ordinance permits the Kendall County Board to approve plats of vacation and provides the procedure through which plats of vacation are approved; and

WHEREAS, the four five-foot public utility and drainage easements which are the subject of this Ordinance were established by Ordinance 2006-36 which granted approval of a final plat of Grove Estates Subdivision and was approved by the Kendall County Board on May 16, 2006; and

WHEREAS, the final plat of Grove Estates Subdivision was recorded in the Kendall County Recorder of Deeds Office on October 12, 2006; and

WHEREAS, the four five-foot public utility and drainage easements which are the subject of this Ordinance are located along and parallel to the south property line of Lot 37, the north and south property lines of Lot 36 and the north property line of Lot 35 in Grove Estates Subdivision. The legal descriptions of the easements are set forth in Exhibit A attached hereto and incorporated by reference; and

WHEREAS, on or about June 28, 2019, Michele and Patrick Morris acquired ownership of Lot 35 of Grove Estates Subdivision and the property identified by Parcel Identification Number 06-08-101-021; and

WHEREAS, on or about July 30, 2020, Michele and Patrick Morris acquired ownership of Lots 36 and 37 of Grove Estates Subdivision and the properties identified by Parcel Identification Numbers 06-08-101-022 and 06-08-101-023; and

WHEREAS, on or about September 10, 2020, Michele and Patrick Morris, hereinafter referred to as "Petitioner," filed a petition for approval of a plat of vacation of the five-foot public utility and drainage easements located along the south property line of Lot 37, the north and south property lines of Lot 36, and the north property line of Lot 35; and

WHEREAS, on October 6, 2020, the Kendall County Zoning, Platting and Advisory Committee has reviewed this petition and has forwarded to the Kendall County Board a recommendation of approval with conditions of the requested plat; and

WHEREAS, on October 14, 2020, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the information presented and recommendation of the Kendall County Zoning, Platting and Advisory Committee, and has forwarded to the Kendall County Board a recommendation of approval with conditions of the requested plat of vacation; and

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the recommendation of the Kendall County Zoning, Platting and Advisory Committee, and has determined that said petition is in conformance with the provisions and intent of the Kendall County

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

1. The Kendall County Board hereby grants approval of Petitioners' petition for plat of vacation of the easements legally described in Exhibit A attached hereto and shown on the plat of vacation attached hereto as Exhibit B.
2. Lots 35, 36, and 37 of Grove Estates Subdivision shall not be sold as individual lots upon the successful recording of the plat of vacation attached hereto as Exhibit B. Within ninety (90) days of the effective date of this ordinance, the Petitioner shall submit a parcel consolidation request to Kendall County.
3. This vacation shall become effective upon the successful recording of Exhibit B in the timeframe outlined in Section 7.06.H of the Kendall County Subdivision Control Ordinance unless an extension is granted by the Kendall County Board.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 20th day of October, 2020.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

Exhibit A

LEGAL DESCRIPTION OF EASEMENT ON LOT 35 TO BE VACATED:

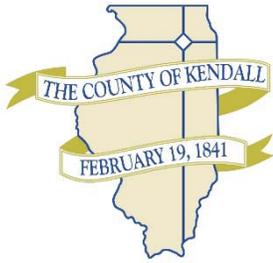
THE NORTH 5.00 FEET OF LOT 35, EXCEPT THE WEST 5.00 FEET AND EXCEPT THE EAST 10.00 FEET THEREOF, IN GROVE ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 12, 2006 AS DOCUMENT NUMBER R200600032893, NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF EASEMENT ON LOT 36 TO BE VACATED:

THE NORTH 5.00 FEET AND THE SOUTH 5.00 FEET OF LOT 36, EXCEPT THE WEST 5.00 FEET AND EXCEPT THE EAST 10.00 FEET THEREOF, IN GROVE ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 12, 2006 AS DOCUMENT NUMBER R200600032893, NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF EASEMENT ON LOT 37 TO BE VACATED:

THE SOUTH 5.00 FEET OF LOT 37, EXCEPT THE WEST 5.00 FEET AND EXCEPT THE EAST 10.00 FEET THEREOF, IN GROVE ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 12, 2006 AS DOCUMENT NUMBER R200600032893, NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS.



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: October 14, 2020

Amount: N/A

Budget: N/A

Issue: Approval of 2021 Noxious Weed Work Plan

Background and Discussion:

Kendall County is required by Illinois law to submit an annual Noxious Weed Comprehensive Work Plan to the State by November 1st of each year. Attached please find the proposed 2021 Kendall County Noxious Weed Comprehensive Work Plan. This proposal is the same as the 2020 Noxious Weed Comprehensive Work Plan.

Committee Action:

PBZ Committee-Approval (4-0-1)

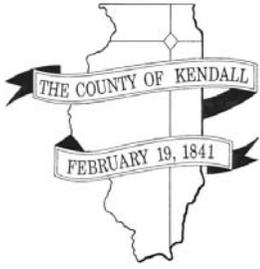
Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Date: October 14, 2020



**KENDALL COUNTY
COMPREHENSIVE NOXIOUS WEED WORK PLAN
2021**

As required by the Illinois Noxious Weed Law (505 ILCS 100), the County of Kendall submits the following Comprehensive Work Plan for calendar year 2021.

Kendall County shall engage in the following activities:

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

This Comprehensive Work Plan was approved by the Kendall County Board on October 20, 2020.

Respectively Submitted,

Scott R. Gryder
Kendall County Board Chairman

Date

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2020-__

RESOLUTION APPROVING IDPH COVID-19 TESTING EVENTS

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*, and in light of the ongoing COVID-19 pandemic, the Illinois Department of Public Health (“IDPH”) has requested approval from Kendall County, Illinois, (“County”) to conduct COVID-19 testing on November 2, 3, 7, and 8, 2020 from 7:00 am to 4:00 pm in the parking lot of the Kendall County Health and Human Services Building (“Event”); and

WHEREAS, the County finds it is in the best interests of the citizens of Kendall County, Illinois, to grant approval to hold the Event in the parking lot of the Kendall County Health and Human Services Building (“Premises”) on November 2, 3, 7, and 8, and, therefore, agrees to authorize the Event subject to the terms of the attached Intergovernmental Agreement (“Agreement”) with IDPH.

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

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

Approved and adopted by a majority vote of the County Board of Kendall County, Illinois, this 20th day of October 2020.

Attest:

Scott Gryder, Chairman
County Board

Debbie Gillette
County Clerk

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS, AND ILLINOIS DEPARTMENT OF PUBLIC HEALTH FOR COVID-19 TESTING TO TAKE PLACE ON NOVEMBER 2, 3, 7, AND 8, 2020

The County of Kendall, Illinois, (“County”) and the Illinois Department of Public Health (“IDPH”) hereby enter into this Intergovernmental Agreement for COVID-19 Testing to Take Place on November 2, 3, 7, and 8, 2020 (“IGA”) and agree as follows:

1. By this IGA, County grants IDPH only a non-exclusive contractual license to use the parking lot of the Kendall County Health and Human Services Building, located at 811 John Street, Yorkville, Illinois, to conduct four days of COVID-19 testing (“Event”) only under the terms and conditions stated herein and for no other purpose. The rights granted by County herein shall vest only in IDPH and no such rights shall vest in any of IDPH’s employees, agents, subcontractors or partners, if any. Nothing in this IGA shall be construed to convey to IDPH any legal or equitable interest or estate in the parking lot.

2. The Event shall be held on November 2, 3, 7, and 8, 2020 from 7:00 am to 4:00 pm in the parking lot of the Kendall County Health and Human Services Building.

3. IDPH shall bear sole responsibility for all Event costs.

4. IDPH shall ensure its Event complies with all local ordinances and applicable state and federal laws, including IDPH’s own guidelines for conducting COVID-19 tests.

5. Insurance. Each Party shall, at all times during the term of this Agreement and any renewals, maintain general liability insurance, whether through a commercial policy or a program of self-insurance with minimum limit of \$1 million per claim or occurrence and \$2 million aggregate. Any state contractors shall add Kendall County as an additional insured to their policy. Each Party shall comply will applicable state laws governing workers’ compensation and mandatory insurance for vehicles. Upon request, each Party shall provide to the other a certificate of insurance evidencing the coverage and limits required by this Section.

6. Liability. No member, trustee, official. Officer, director, employee or agent of either Party shall be individually liable to the other Party in connection with this Agreement. It is understood and agreed that neither Party to this Agreement shall be liable to the other Party for any negligent acts, either of commission or omission, unless such liability is imposed by law.

7. Set up for the Event may begin at any time on November 2, 3, 7, and 8, 2020. IDPH must clean up immediately after the completion of the Event and shall return the property to County in good condition and repair no later than 5:00 pm on November 8, 2020. IDPH shall be responsible for all set up and clean-up costs.

8. The Parties agree that there will be no payments and expenditures for the use of the Premises.

9. IDPH shall secure and shall be responsible for the cost and implementation of all traffic control measures and other health and safety measures necessary for the Event.

10. IDPH shall make no physical changes to the parking lot.

11. IDPH's vehicles, infrastructure, and/or any other equipment should be reasonably spaced in the parking lot so they do not cause damage to County's property and do not create a public safety hazard. If IDPH has any questions or concerns regarding the placement of vehicles, infrastructure, and/or any other equipment, IDPH shall contact County's Facilities Management Director, Jim Smiley, for assistance.

12. County will not provide water, power, or other utilities to IDPH for the Event.

13. County reserves the right to continue to use the parking lot for any and all lawful purposes arising from the ownership of the parking lot.

14. IDPH's obligations under this IGA may not be assigned or transferred to any other person, firm, or corporation without County's consent. Any attempt to assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.

15. IDPH, 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.

16. It is understood and agreed that IDPH is a State of Illinois agency and is not an employee of, partner of, agent of, or in a joint venture with County. IDPH understands and agrees that IDPH is solely responsible for paying all wages, benefits and any other compensation due and owing to IDPH's officers, employees, agents and vendors for the performance of services set forth in the IGA.

17. The Parties shall maintain for a minimum of six (6) years from the date of expiration of this Agreement, adequate books, records and supporting documents. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

18. Freedom of Information Act. This Agreement and all related public records maintained by, provided to or required to be provided by the Parties, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.

19. This IGA shall be interpreted and enforced under the laws of the State of Illinois.

20. If any provision of this IGA shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The waiver of one breach of any term, condition, covenant or

obligation of this IGA shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

21. This IGA represents the entire agreement between the parties as to the subject matter herein 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. This Agreement may be modified or amended by mutual agreement of the Parties, expressed in writing and signed by the Parties.

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

Illinois Department of Public Health

Kendall County, Illinois

Date: _____

Date: _____

Attest: _____

Kendall County Clerk

Kendall County Job Description

TITLE: County Administrator
DEPARTMENT: Administrative Services
REPORTS TO: Kendall County Board
FLSA STATUS: Exempt
APPROVED: October 20, 2020

I. **Position Summary:**

The County Administrator manages and provides oversight of Kendall County (“County”) departments, committees, legislative and fiscal matters. The County Administrator acts as the Kendall County Board’s liaison regarding the coordination and management of policy initiatives, operational issues and strategic plan within the daily operations of the County. The Kendall County Board (“County Board”) provides administrative direction to the County Administrator.

II. **Essential Duties and Responsibilities:**

- A.** Primary duty is to manage and provide oversight of County departments in accordance with the County’s organizational policies, goals, and budget parameters.
- B.** At the direction of the County Board, serves as “acting” department head, on an interim basis, for the applicable County department in the event the department head is unable to fulfill his/her essential job duties and, on an interim basis, is responsible for all of the essential job duties set forth in the applicable department head’s job description.
- C.** Customarily and regularly directs the work of at least two or more full-time employees.
- D.** Customarily and regularly performs management duties in the Kendall County Administrative Services Office including, but not limited to, the following:
 - 1. Interviewing and selecting employees in the Administrative Services Office with input from the Deputy County Administrator;
 - 2. Setting and adjusting employees’ rates of pay (within pre-approved budget parameters) with input from the Deputy County Administrator;
 - 3. Direct supervisor for the Deputy County Administrator;
 - 4. Handling both internal and external complaints and grievances related to the Administrative Services Office;
 - 5. Disciplining employees with input from the Deputy County Administrator;
 - 6. Updating and revising job descriptions for employees in the Administrative Services Office, which recommendations are given particular weight by the County Board for final approval;
 - 7. Making all final decisions regarding the hiring, firing, discipline, advancement, and any other changes of status for all employees in the Administrative Services Office with input from the Deputy County Administrator.
- E.** Serves as the direct supervisor for County department heads and the Deputy County Administrator by performing supervisory responsibilities including, but not limited to, the following :
 - 1. Interviewing and selecting assigned department heads with input from the Deputy County Administrator;
 - 2. Setting and adjusting department heads’ rates of pay (within pre-approved budget parameters) with input from the Deputy County Administrator;

Kendall County Job Description

3. Conducting regular performance evaluations of assigned County department heads with input from the Deputy County Administrator;
 4. Appraising assigned department heads' productivity and efficiency;
 5. Oversees new hire orientation and training of County department heads.
 6. Handling both internal and external complaints and grievances related to assigned County department heads;
 7. Making all final decisions regarding the hiring, firing, discipline, advancement, promotion, and any other changes of status for all assigned department heads with input from the Deputy County Administrator; and
 8. Updating and revising job descriptions for County department heads with input from the Deputy County Administrator, which recommendations are given particular weight by the County Board for final approval.
- F.** Primary duties include the performance of office or non-manual work directly related to the management or general business operations of Kendall County, which duties include, but are not limited to the following:
1. Oversees the preparation and submission of the annual Countywide budget to the County Board for approval;
 2. Monitors and authorizes expenditures for assigned departments and programs;
 3. Oversees and administers the County's risk management by performing duties including, but not limited to risk management planning, risk management policy development and administration, and safety and liability insurance activities;
 4. Oversees and administers the County's liability and property insurance programs and ensures that all County property and functions have adequate insurance coverage;
 5. Oversees and administers the County's Revolving Loan Fund and other economic development activities including but not limited to business retention, business attraction, and business growth;
 6. Works with the County's insurance brokers and the Kendall County Treasurer's Office to assist the County in securing and administering the County's various employee benefits programs;
 7. Preserves the confidentiality and security of confidential information including information that may be protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information relating to all functions of Administrative Services, the County of Kendall, the Kendall County Board and its committees;
 8. As assigned, monitors contracts and agreements for compliance;
 9. Oversees grant administration for Kendall Area Transit operations.
- G.** Acts as the County Board's liaison regarding the coordination and management of policy initiatives, operational issues and strategic plan within the daily operations of the County by performing duties including, but not limited to the following:
1. Provides administrative support and research assistance to the County Board;
 2. Attends meetings of the County Board, Committee-of-the-Whole, Human Resources and Administrative Committee, Budget and Finance Committee, Economic Development Committee, and other County Board committees, as needed, both during and after regular work hours;
 3. Oversees and directs senior staff on operational issues as directed by County Board and provide overall line supervision for all senior staff;
 4. Monitors and advises the County Board of the financial status and impending activities impacting or within the County and provides analysis and reports as

Kendall County Job Description

- needed;
 - 5. Works to ensure that the ordinances and resolutions of the County Board and the Illinois Counties Code is enforced by the appropriate authorities;
 - 6. Facilitates the communication of information regarding County operations on a regular basis with community groups, representatives from State and local governments, local businesses, the County's lobbyist, employees of the County and elected offices, the County's contractors and agents, the public, and the media.
 - 7. Work with all department heads and the Budget Committee to assure that the annual budget is properly and timely presented to the County Board for adoption;
 - 8. Coordinate with outside auditor to assure the annual audited financial statements are presented to the County Board;
 - 9. Coordinate the auditor selection process, as directed by the County Board;
 - 10. Coordinate with outside financial advisor(s) approved by the County Board regarding the issuance and refinancing of bonds;
 - 11. Oversee and communicate the status of pertinent issues and projects to the County Board Chair and the County Board;
 - 12. Coordinate research and acts as lead for special projects as assigned by the County Board;
 - 13. Furnish the County Board Chair and the County Board with accurate and timely information that is necessary for the County Board to exercise its statutory powers and duties;
 - 14. Represent the County Board on intergovernmental commissions, boards, committees and working groups, as designated by the County Board;
 - 15. Completes policy research and analysis;
 - 16. Assists the County Board in developing and implementing the County's future strategic, financial, legislative, and operational plans;
 - 17. Serve as a primary contact and direct liaison, on behalf of the County, for municipalities, townships, and other governmental entities and groups.
- H.** Serves as County Board representative for collective bargaining issues and negotiations as assigned by County Board.
- I.** Complies with all applicable federal and state laws and regulations regarding or relating to assigned job duties including, but not limited to the Illinois Open Meetings Act, the Illinois Freedom of Information Act, and the Illinois Local Records Act.
- J.** Complies with all applicable policies and procedures regarding or relating to assigned job duties.
- K.** Maintains availability outside work hours to respond to emergencies.
- L.** Maintains regular attendance and punctuality.
- M.** Travel to and from meetings, training, conferences, and other County office locations to perform job duties.
- N.** Performs other duties, as required or assigned by the County Board.

Kendall County Job Description

III.

Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

A. LANGUAGE SKILLS:

1. Ability to research, read, and interpret documents and simple instructions.
2. Ability to prepare documents, reports, and correspondence.
3. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's department heads and elected officials in both a one-on-one and group settings.
4. Requires excellent knowledge of the English language, spelling and grammar.
5. Strong oral and written presentation skills.

B. MATHEMATICAL SKILLS:

1. Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

C. REASONING ABILITY:

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
2. Ability to deal with problems involving several concrete variables in standardized situations.

D. OTHER SKILLS, KNOWLEDGE AND ABILITIES:

1. Strong organization skills.
2. Excellent prioritization skills and the ability to meet deadlines.
3. Ability to display a positive, cooperative, professional, and team orientated attitude.
4. Ability to listen, understand information and ideas, and work effectively with County personnel, department heads, local elected officials, and the public.
5. Ability to follow guidance and work independently until project completion.
6. Proficient knowledge of MS Word, Excel, Outlook, and PowerPoint.
7. Knowledge of office practices, principles of modern record keeping, and setting and maintaining filing systems.
8. Knowledge of principles and practices of local government structure and services.
9. Skills in operating a personal computer, facsimile machine, and copier.
10. Ability to comply with all county policies and procedures, and adhere to set standards.

E. EDUCATION AND EXPERIENCE:

1. A minimum of a Bachelor's Degree from an accredited college or university is required.
2. A Master's Degree from an accredited college or university with major course work in public administration, business administration, public finance, accounting, or related fields, or equivalent work experience is preferred.
3. A minimum of seven years of increasing responsible professional experience in public or business administration, including at least four years in a management position, is preferred.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (hereinafter called "Agreement"), is made and entered into this 20th day of October, 2020, by and between the County of Kendall, Illinois, a unit of local government (hereinafter called the "Employer") and Scott Koeppel (hereinafter called the "Employee"), both parties understand and agree as follows:

WHEREAS, Employer and Employee previously entered into an Employment Agreement effective December 1, 2017 through November 30, 2020, wherein the Employer agreed to employ Employee on an "at will" basis as its County Administrator; and

WHEREAS, it is the desire of the Employer to continue employing the services of the Employee as County Administrator on an "at will" basis, and Employee desires to continue employment as the County Administrator on an "at will" basis;

WHEREAS, it is the desire of the Employer and the Employee to enter into this new Agreement effective December 1, 2020 through November 30, 2023 to establish certain terms and conditions of continued employment and to set the continued working conditions of said Employee;

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

- I. **Recitals:** The above recitals are hereby incorporated as if fully set forth herein.
- II. **Description of Employment**
 - A. During the term of this Agreement, Employer hereby agrees to continue to employ Employee, and Employee agrees to continue to provide for Employer the services required as County Administrator for Employer.
 - B. As County Administrator, Employee shall perform all of those functions and duties as set forth in the County Administrator's job description, which is attached hereto as Exhibit 1 and incorporated herein by reference. The Employer and Employee understand and agree that the job description attached as **Exhibit 1** may be amended at any time during the term of this Agreement by a majority vote of the Kendall County Board members present for said vote. Upon approval of the amended job description by a majority vote of the Kendall County Board, the amended job description shall automatically replace Exhibit 1 and be incorporated into this Agreement without any further action required by the parties to this Agreement.

- C. Employee acknowledges that his employment as County Administrator is not limited to scheduled or regular hours and that he is an “exempt employee” for purposes of the Fair Labor Standards Act and Illinois Minimum Wage Law.
- D. Employee or Employee’s designated staff employed by the Employer will, in addition to the day-to-day activities, attend Kendall County Board meetings and committee meetings as scheduled and requested by the Kendall County Board. Employee will also be responsible for overseeing the production of information and reports requested by the Kendall County Board.
- E. Employee shall represent and promote Kendall County to the best of Employee’s ability, energy, and skill and shall address all of the responsibilities associated with County Administrator with due diligence. Furthermore, as County Administrator, Employee shall abide by all state and federal laws, County ordinances, and the Employer’s policies and procedures, as may be in effect from time to time.
- F. Employer has provided to Employee, and Employee acknowledges receipt of, the Employer’s Employee Handbook. The terms and conditions of the Employee Handbook are hereby incorporated by this reference as though fully stated herein, except that to the extent that any terms and conditions in the Employee Handbook conflict with this Agreement, the term or condition stated in this Agreement shall control. Employee agrees to comply with all policies and procedures set forth in the Employee Handbook.
- G. Employer and Employee agree to the terms and conditions stated in the Employee Handbook, as may be amended, supplemented or modified from time to time in the sole discretion of the Employer by a majority vote of the Kendall County Board members present for said vote.

III. Employment At Will

- A. Employee will continue to be an “at-will” employee. As an “at-will” employee, Employee understands and agrees that Employee’s employment as County Administrator shall be subject to termination at any time, with or without cause. This Agreement is intended only as a written statement of the economic relationship of the parties, and not a guaranty of continued employment.

IV. Confidentiality

- A. Employee shall be exposed to confidential information while performing the duties as County Administrator. For purposes of this Agreement, “confidential information” shall be defined as personal information Employee has obtained during the course of his employment regarding and/or relating to individuals’ vital records, military records and/or property records; personnel information; medical

and/or benefits information; and individuals' addresses, telephone numbers, driver's license numbers, dates of birth, and social security numbers.

- B. By signing this Agreement, Employee agrees that he shall not, at anytime during and after his employment, disclose any confidential information except as required to perform his assigned duties for the Employer or as required pursuant to applicable state and/or federal law or court order. In the event that Employee is not certain whether he may disclose confidential information, Employee agrees to obtain approval from the Kendall County Board Chair and/or Kendall County Board Vice Chair before Employee discloses the confidential information, to the extent permitted by law. Upon Employee's separation of employment, Employee understands that he shall return all confidential information in his possession that Employee obtained during his employment with the Employer. Employee understands and agrees that any negligent or willful breach of confidentiality will be grounds for immediate discipline up to and including Employee's immediate termination of employment for cause.
- C. The parties understand and agree that nothing in this Agreement shall prohibit, prevent or otherwise restrict the Employee's right (1) to report any good faith allegation of unlawful employment practices and/or alleged criminal conduct to the appropriate federal, state or local government agencies; (2) to participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws; (3) to make any truthful statements or disclosures required by law, regulation or legal process; and (4) to request or receive confidential legal advice.

V. Performance Evaluations

- A. The Chair of the Kendall County Board, with input from the Kendall County Board, shall review and evaluate the performance of the Employee in writing at least once annually. The performance evaluation shall consist of a process, form, criteria, and format that is consistent with the Employer's performance evaluation procedures utilized for other County employees.

VI. Salary & Benefits

- A. **Base Salary.** The Employer agrees to pay the Employee for full-time services rendered as the County Administrator of Kendall County an annual base salary, less all applicable payroll withholdings, which the Employer shall pay to Employee in installments pursuant to the Employer's regular payroll schedule for other County employees. For the Employer's fiscal year 2019-2020, Employee's annual base salary amount is \$133,251.00, less all applicable payroll withholdings. The annual base salary amount will be as follows during the term of this Agreement:

1. Commencing on December 1, 2020, Employee's annual base salary amount shall be \$138,581.00, less all applicable payroll withholdings.
2. Commencing on December 1 2021, Employee's annual base salary amount shall be \$144,124.00, less all applicable payroll withholdings.
3. Commencing on December 1, 2022, Employee's annual base salary amount shall be \$149,889.00, less all applicable payroll withholdings.

B. Paid Time Off. The Employee's accrual and use of vacation, personal/sick leave, and holidays will be the same as it is for the Employer's other non-union full-time employees, as stated in the Kendall County Employee Handbook, which may be amended from time to time by a majority vote of the Kendall County Board members present for said vote, with the following modification:

- i. Per the Employer's Vacation Policy set forth in Section 6.1 of the Kendall County Employee Handbook, an employee's annual vacation accrual rate is based upon an employee's years of service with the Employer and, as such, per this Vacation Policy, Employee would be eligible to accrue an annual total of 10 days (75 hours) of paid vacation through August 24, 2021 and then, after August 24, 2021, Employee would be eligible to accrue an annual total of 15 days (112.5 hours) of paid vacation per year. In lieu of this vacation accrual rate set forth in Section 6.1 of the Kendall County Employee Handbook, Employer and Employee agree that, effective December 1, 2020, Employee will be eligible to earn a total of 20 days (150 hours) of paid vacation per year during the term of this Agreement, subject to all other terms and conditions of the Employer's Vacation Policy, as set forth in Section 6.1 of the Kendall County Employee Handbook.

Employee shall keep an accurate record of days worked, vacation days, personal days, and sick days. Employee shall make this record available to the Kendall County Board upon request.

C. Professional Memberships. The Employer recognizes the value of the Employee's participation and leadership in related professional associations. The Employer will pay dues and reimburse reasonable expenses for participation in such associations as approved and budgeted by a majority vote of the Kendall County Board members present for said vote.

D. Insurance Benefits. The Employer shall provide the same health, dental and vision insurance coverage options for the Employee and his eligible dependents (if any) as the Employer does for other full-time County non-union employees. The premium allocation amounts to be paid by the Employer and the Employee will be

the same premium allocation amounts that are applied for the Employer's other full-time County non-union employees.

- E. **Pension.** As a full-time employee of the Employer, the Employee may be eligible to participate in the Illinois Municipal Retirement Fund (IMRF). IMRF provides retirement, disability and death benefits in accordance with the Illinois Pension Code. Employee's contribution rate will be in accordance with IMRF's requirements for plan participants.

- F. **Bonding.** The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any applicable federal or state law or local ordinance.

- G. Salary and benefits are contingent upon the existence of an actual employment relationship between the parties as herein defined. It is further understood that in the event the Employee resigns or the employment relationship is otherwise terminated, the Employee, the Employee's estate and heirs waive any claim for any additional salary and benefits except for (a) such salary installments that have accrued but are yet unpaid; (b) severance pay that is due pursuant to the terms and conditions set forth in this Agreement; (c) such paid time off benefits that have accrued and that must be paid pursuant to applicable state and federal wage laws; and/or (d) any additional discretionary amount determined to be due and owing to Employee, as determined by a majority vote of the Kendall County Board members present for said vote.

VII. Term and Termination of Employment

- A. The Agreement shall commence effective December 1, 2020 and shall remain in full force and effect until the close of business on November 30, 2023, provided, however, this Agreement may terminate at any time during the term of this Agreement upon the occurrence of any of the following:
 - 1. **By Employee.** Employee may terminate his employment with the Employer at anytime during the term of this Agreement by providing Employer with at least thirty (30) calendar days written notice prior to the date of termination. If Employee terminates the employment relationship during the term of this Agreement, Employee shall be paid the following on or before the next regularly scheduled payroll date after Employee's last day of work:
 - i. The base salary earned by Employee, up to and including Employee's last day of work for Employer; and

- ii. Any other accrued benefits earned by the Employee, up to and including Employee's last day of work for Employer, which Employer is required to pay out upon separation of employment pursuant to the Employer's policies and/or applicable state and federal law.

If Employee terminates the employment relationship, Employee shall *not* be eligible for and shall *not* receive any severance pay and/or any other compensation after his termination of employment.

Also, in the event Employee voluntarily terminates his employment with the Employer before November 30, 2023 without providing at least thirty (30) calendar days advance written notice to the Employer for any reason other than in the event of the Employee's death or physical disability, Employee shall pay to Employer an amount equal to the monetary equivalent of the total accrued vacation time paid to Employee upon his separation of employment.

- 2. **By Employer.** Employee is an "employee at will". Therefore, Employer may dismiss Employee with or without cause at any time during the term of this Agreement, provided, however, the dismissal decision must be approved by a majority vote of the Kendall County Board members.
 - a. **Dismissal For Any Reason Other Than "For Cause".** If Employer dismisses Employee for any reason other than "for cause" during the term of this Agreement, Employee shall be paid the following in one (1) month after the effective date of termination:
 - i. The base salary earned by Employee, up to and including Employee's last day of work for Employer;
 - ii. Any other accrued benefits earned by the Employee, up to and including Employee's last day of work for Employer, which Employer is required to pay out upon separation of employment pursuant to the Employer's policies and/or applicable state and federal law; and
 - iii. A one-time severance payment, less all applicable payroll withholdings, pursuant to the following terms and conditions:
 - A. If the dismissal for any reason other than "for cause" occurs, Employee shall receive a one-time severance payment in an amount equal to twenty

(20) weeks of Employee's then current base salary, less all applicable payroll withholdings.

B. The Employee understands and agrees that any severance payment issued by the Employer to the Employee at anytime during the term of this Agreement shall not be an IMRF pensionable payment and, therefore, to the extent permitted by law, the Employer shall have no obligation to make an Employer contribution toward Employee's IMRF pension for this one-time severance payment.

b. **Dismissal For "Cause"**. If Employer dismisses Employee "for cause" during the term of this Agreement, Employee shall be paid the following on or before the next regularly scheduled payroll date after Employee's last day of work:

- i. The base salary earned by Employee, up to and including Employee's last day of work for Employer; and
- ii. Any other accrued benefits earned by the Employee, up to and including Employee's last day of work for Employer, which Employer is required to pay out upon separation of employment pursuant to the Employer's policies and/or applicable state and federal law.

If Employer dismisses Employee "for cause", Employee shall *not* be eligible for and shall *not* receive any severance pay and/or any other compensation upon his termination of employment. For purposes of this Agreement, a dismissal "for cause" shall include any one or more of the following reasons:

- i. Employee's "misconduct", as defined in 5 ILCS 415/5;
- ii. Employee's conviction of or plea of guilty to a felony in a court of competent jurisdiction;
- iii. Employee's conviction of or plea of guilty to a misdemeanor offense in a court of competent jurisdiction that involves an act of fraud or dishonesty;
- iv. Employee's failure or refusal to perform a lawful directive of a majority vote by members present for said vote of the whole Kendall County Board;

- v. Employee's theft or misappropriation of money or other property of the Employer, as established by the Employer by a preponderance of the evidence in a court of competent jurisdiction;
 - vi. Employee's breach of the confidentiality requirements set forth in Section IV(A) of this Agreement, as established by the Employer by a preponderance of the evidence in a court of competent jurisdiction; and/or
 - vii. Employee's breach of any term of this Agreement; provided, however, such dismissal for cause will only be effective if the Employee's breach is not cured by the Employee within fifteen (15) calendar days of receipt by Employee of written notice specifying in reasonable detail the nature of Employee's breach of the Agreement.
3. **Upon Employee's Death.** In the event of Employee's death during the term of this Agreement, this Agreement shall automatically terminate and no future payments and obligations shall arise.
- B. Upon Employee's termination of employment for any reason, Employee agrees to return all materials of any type provided to Employee by Employer, including, but not limited to Employer's confidential information, cell phones, laptops/computers, tablets, computer hardware and software, cameras, files, recordings, and any other equipment and documents that Employee obtained during the course of his employment for Employer.
- C. Unless terminated early pursuant to the terms set forth above in this Agreement or unless otherwise agreed to in writing by the parties, this Agreement shall automatically renew for a successive one (1) year period (i.e., from December 1, 2023 through the close of business on November 30, 2024) unless either the Employee or Employer gives written notice of their intent not to renew the Agreement to the other party on or before September 1, 2023. In the event the Agreement is renewed for this successive one year period, Employee's annual base salary amount will be \$154,386.00, less all applicable payroll withholdings, effective December 1, 2023 through November 30, 2024, to the extent permitted pursuant to 55 ILCS 5/6-1003 and 55 ILCS 5/6-1005.

VIII. Notice

- A. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by U.S. mail, postage prepaid, registered return receipt

addressed to the following: For Employer: Attention: Kendall County Clerk & Recorder, 111 W. Fox Street, Yorkville, Illinois 60560, fax (630) 553-4119, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. For Employee, to: Scott Koepfel at 3220 Pleasant Plains Drive, St Charles Illinois 60175. Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of five (5) calendar days after the date of deposit of such written notice in the course of transmission in the U.S. Postal Service. The addresses as recited may be changed by the parties from time to time by hand delivering written notice thereof to the other party.

IX. Outside Employment

During the term of this Agreement, Employee is prohibited from holding outside employment if that outside employment poses a conflict of interest with the Employee's job duties for the Employer or if the job duties or hours of the other position hinder the employee's ability to perform to the best of his ability in his position with the Employer. Employee must promptly notify the Kendall County Board Chairman in writing of any outside employment during the term of this Agreement.

X. Indemnification

Except for the willful and wanton misconduct of the Employee, the Employer shall defend, save and hold harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of the Employee's duties as County Administrator. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon with or without Employee's consent.

XI. Miscellaneous

- A. By signing his name below, Employee acknowledges and affirms the following:
1. Employee has been advised in writing to consult with an attorney and has been provided with a period of at least twenty one (21) days to consult with an attorney prior to signing this Agreement. Any proposed or actual modifications to this Agreement does not restart the 21-day consideration period.
 2. The consideration provided in Section VII(2) of this Agreement constitutes monies and other benefits to which Employee otherwise would not be entitled, and that Employee is being paid these amounts in consideration for signing this Agreement.

3. Employee had a reasonable period of time to consider this Agreement and, for a period of seven (7) calendar days following Employee's execution of this Agreement, Employee may revoke the terms of this Agreement by a written document received by Employer on or before the end of the seven (7) calendar day period ("the Effective Date"). Employee shall send him written notice of revocation along with any signed copies of the Agreement via United States mail, postage prepaid, addressed to: Eric Weis, Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois 60560.
- B. 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.
- C. The parties have inserted the paragraph headings and numbers for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.
- D. The failure of either party to this Agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach or default by the other party of any term or provision of this Agreement will not operate as a waiver of any other breach or default.
- E. The respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.
- F. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- G. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by seventy five percent (75%) or more of the relief/damages sought in any action brought pursuant to this Agreement shall be entitled to their reasonable attorneys' fees and court costs arising out of any action and subsequent appeal to enforce the provisions of this Agreement.
- H. 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 that 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.

- I. 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.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed and executed on its behalf by the Kendall County Board Chair, and duly attested by the Kendall County Clerk and Recorder, and the Employee has signed and executed this Agreement, the day and year first above written.

Scott Gryder
Kendall County Board Chair

ATTEST: _____
Debbie Gillette, County Clerk
Kendall County, Illinois

Scott Koeppel

ATTEST: _____
Notary Public

Kendall County Job Description

F. CERTIFICATES, LICENSES, REGISTRATIONS:

1. Any and all other certificates and registrations as required for the specific duties performed.

IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

1. Frequently sit for hours at a desk or in meetings;
2. Occasionally lift and/or move up to 40 pounds; frequently lift and/or move up to 10 pounds;
3. Use hands and fingers to finger, handle, type, write, and feel;
4. Reach, push, and pull with one and/or both hands and arms;
5. Talk and hear in person and via use of telephone;
6. Vision abilities include close and distance vision, and ability to view computer monitors and screens;
7. Travel independently to other County office buildings and other locations, to perform job duties.

V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

1. Mostly inside environmental conditions except when outside traveling between various buildings or locations to perform assigned job duties.
2. The noise level in the work environment is usually quiet to moderately quiet.
3. Employee may be exposed to stressful situations while working with staff, law enforcement, department heads, elected officials, vendors, and the general public.
4. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

cc: personnel file, employee

Date

Kendall County Clerk				
Revenue Report		9/1/20-9/30/20	9/1/19-9/30/19	9/1/18-9/30/18
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$1,218.50	\$ 883.00	\$ 663.00
MARFEE	County Clerk Fees - Marriage License	\$3,090.00	\$ 1,920.00	\$ 2,130.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$ 30.00	\$ -
ASSUME	County Clerk Fees - Assumed Name	\$70.00		
CRTCOP	County Clerk Fees - Certified Copy	\$2,025.00		
NOTARY	County Clerk Fees - Notary	\$275.00		
MISINC	County Clerk Fees - Misc	\$78.00	\$ 2,255.00	\$ 2,138.50
	County Clerk Fees - Misc Total	\$6,756.50	\$5,088.00	\$4,931.50
RECREE	County Clerk Fees - Recording	\$41,261.00	\$ 30,459.00	\$ 22,108.00
	Total County Clerk Fees	\$48,017.50	\$35,547.00	\$27,039.50
CTYREV	County Revenue	\$44,241.00	\$ 34,389.25	\$ 35,259.75
DCSTOR	Doc Storage	\$24,222.50	\$ 17,770.00	\$ 13,260.00
GISMAP	GIS Mapping	\$76,680.00	\$ 30,021.00	\$ 22,393.00
GISRCD	GIS Recording	\$5,112.00	\$ 3,753.00	\$ 2,801.00
INTRST	Interest	\$26.67	\$ 12.64	\$ 12.22
RECMIS	Recorder's Misc	\$14,880.25	\$ 4,217.00	\$ 3,301.25
RHSP	RHSP/Housing Surcharge	\$21,933.00	\$ 15,894.00	\$ 11,934.00
TAXCRT	Tax Certificate Fee	\$600.00	\$ 560.00	\$ 280.00
TAXFEE	Tax Sale Fees		\$ 5.00	\$ 25.00
PSTFEE	Postage Fees		\$ -	
CK # 19024	To KC Treasurer	\$235,712.92	\$142,168.89	\$116,305.72
Death Certificate Surcharge sent from Clerk's office \$972.00 ck # 19022				
Dom Viol Fund sent from Clerk's office \$515.00 ck 19023				

Office of Jill Ferko

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

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR TEN MONTHS ENDED 09/30/2020

<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	\$336,587	86.30%	\$324,701	87.76%
State Income Tax	\$2,300,000	\$2,254,912	98.04%	\$2,207,814	99.38%
Local Use Tax	\$700,000	\$817,987	116.86%	\$676,433	98.75%
State Sales Tax	\$550,000	\$441,382	80.25%	\$440,442	80.08%
County Clerk Fees	\$325,000	\$371,759	114.39%	\$281,010	86.46%
Circuit Clerk Fees	\$1,350,000	\$877,957	65.03%	\$668,553	83.57%
Fines & Foreits/St Atty.	\$300,000	\$223,532	74.51%	\$197,219	60.68%
Building and Zoning	\$68,000	\$94,215	138.55%	\$73,535	108.14%
Interest Income	\$200,000	\$139,196	69.60%	\$279,191	186.13%
Health Insurance - Empl. Ded.	\$1,266,656	\$1,008,640	79.63%	\$998,335	97.73%
1/4 Cent Sales Tax	\$3,105,000	\$2,554,548	82.27%	\$2,577,428	83.01%
County Real Estate Transf Tax	\$425,000	\$411,783	96.89%	\$359,128	84.50%
Federal Inmate Revenue	\$2,044,000	\$1,878,240	91.89%	\$1,945,575	120.19%
Sheriff Fees	\$170,000	\$70,073	41.22%	\$136,351	76.89%
TOTALS	\$13,193,656	\$11,480,810	87.02%	\$11,165,715	92.38%
Public Safety Sales Tax	\$5,324,000	\$4,398,307	82.61%	\$4,480,988	85.84%
Transportation Sales Tax	\$6,000,000	\$4,398,307	73.31%	\$4,480,988	89.62%

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

EXPENDITURES

All General Fund Offices/Categories
\$29,562,287 **\$22,394,663** **75.75%** **\$21,700,234** **72.56%**

Description	**	September 2020	Fiscal Year-to-Date	September 2019
Total Deaths		28	332	35/250
Natural Deaths		24	304	30/229
Accidental Deaths		0	14	1/6
Pending		1	2	2/2
Suicidal Deaths		3	11	1/11
Homicidal Deaths		0	1	1/1
Undetermined		0	0	0/1
Toxicology		5	34	5/24
Autopsies		1	22	5/18
Cremation Authorizations		17	208	14/130
Scenes Responded to:		Transported by Coroner's Office:		External Examinations:
5		5		4

**

(S):

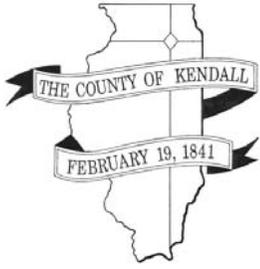
- 09/1/2020 – Yorkville – 26yo, Male, Combination Gunshot Wound to the Head and Carbon Monoxide Intoxication
- 09/02/2020 – Yorkville – 24yo, Male, Asphyxia due to Hanging
- 09/12/2020 – Aurora – 22yo, Male, Asphyxia due to Hanging

(P):

- 09/23/2020 – Oswego – 30yo, Female, Probable Overdose

PERSONNEL/OFFICE ACTIVITY:

- Madalyn Pleva began her internship with the office on 09/02/2020. Madalyn attends Yorkville High School where she will be graduating this year and will be attending University of Indiana next fall. She plans on studying medicine with a focus on Forensic Pathology.
- Coroner's Assistant Paty Monarrez was promoted to Deputy Coroner on September 30, 2020. Paty has her degree in Criminal Justice with a Forensic Science Concentration. She has served with the office since October 2017.
- A total of 12 community service hours were served in September.



**KENDALL COUNTY
COMPREHENSIVE NOXIOUS WEED WORK PLAN
2021**

As required by the Illinois Noxious Weed Law (505 ILCS 100), the County of Kendall submits the following Comprehensive Work Plan for calendar year 2021.

Kendall County shall engage in the following activities:

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

This Comprehensive Work Plan was approved by the Kendall County Board on October 20, 2020.

Respectively Submitted,

Scott R. Gryder
Kendall County Board Chairman

Date



BlueCross BlueShield
of Illinois

BCBSIL Blue Choice Options Network Analysis

County of Kendall

July 2020

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Access Detail By County

July 2020

Access Analysis
BCO
Employee / Provider Groups
County of Kendall (BCO)
BCO Adult PCPs (BCO)

BCO
¹ The Access Standard is defined as
(County of Kendall (BCO)) employees
accessing:
² (BCO Adult PCPs (BCO)) providers
in 8 miles

Employees With and Without Access									
County	Employee	Provider	Counts	With Access ¹		Without Access ¹		Average Distance	
	#	Group	#	#	%	#	%	1	2
Cook, IL	1	BCO Adult PCPs	5,214	1	100.0	0	0.0	0.8	0.8
DuPage, IL	13	BCO Adult PCPs	1,249	13	100.0	0	0.0	0.6	0.7
Grundy, IL	12	BCO Adult PCPs	16	10	83.3	2	16.7	1.8	3.1
Kane, IL	22	BCO Adult PCPs	521	22	100.0	0	0.0	1.3	1.6
Kendall, IL	155	BCO Adult PCPs	61	145	93.5	10	6.5	2.3	2.6
Will, IL	24	BCO Adult PCPs	317	24	100.0	0	0.0	1.4	1.5
Grand Totals	227	BCO Adult PCPs	7,378	215	94.7	12	5.3	1.9	2.3



**BlueCross BlueShield
of Illinois**

Disruption Analysis Prepared for:
County of Kendall

The match process results are shown below:

All Records	IL PPO	Blue Choice Options
Total Records	1,416	1,416
Total Matches	1,404	1,278
Percent Matched	99.15%	90.25%
Total Paid Amount	\$2,928,784	\$2,928,784
Total Paid Matches	\$2,905,086	\$2,545,973
Total Paid Percent Matched	99.19%	86.93%

Disruption Analysis Disclaimer

Blue Cross and Blue Shield identifies the results of the disruption analysis as having significance only when used as a relative measurement of our providers as compared with providers currently used by other medical plans. It can only be used to assure the client that we have a reasonable number of the current providers in the network(s).

The attached disruption/network analysis may not be 100% accurate, as the following variables may exist:

- No unique provider number/identifier exists across all networks. The extensiveness of the types of matches is dependent on the information in the file;
- A standard data format is not available across all networks;
- Matches to tax identification numbers may not necessarily indicate that the provider is in the network, if the provider bills under a Medical Group tax ID number rather than his/her individual tax identification number;
- We electronically match by NPI and tax identification number and then by provider name, city and state, if provided. When resources and data elements are available, we manually check records that did not match after the initial computer analysis is completed. Differences in abbreviations and spelling, as well as other errors are potential areas for inaccuracies when matching individual provider records.

Because of the variables listed above, we do not guarantee that any of the declared matches or non-matches is absolutely accurate.



**BlueCross BlueShield
of Illinois**

Pharmacy Annual Review for County of Kendall

September 2020



EXECUTIVE SUMMARY

Jan-Aug 2020



Key metrics: your overall Rx spend

Pharmacy: Key Indicators



Report Description: This report provides an overview of the prescription expenses as well as providing percent change in these expenses between the current month, current period, prior period and percent change.

Key Indicators Summary

Key Indicators Summary	Aug 2020	Jan 2019 - Aug 2019	Jan 2020 - Aug 2020	% Change
Unique Pharmacy Members	553	575	608	5.7%
Average Age (Years)	33.1	31.9	32.6	2.0%
Proportion of Males	46.3%	45.9%	46.1%	0.4%
Proportion of Females	53.7%	54.1%	53.9%	-0.3%
Member Months	553	4,407	4,555	3.4%
Claimants	204	387	393	1.6%
Prescriptions	558	4,136	5,020	21.4%
Prescriptions PMPM	1.01	0.94	1.10	17.4%
Paid	\$75,730	\$422,843	\$662,920	56.8%
Paid PMPM	\$136.94	\$95.95	\$145.54	51.7%
Allowed	\$85,006	\$550,551	\$805,323	46.3%
Allowed PMPM	\$153.72	\$124.93	\$176.80	41.5%
Avg. Ingredient Cost/Prescription	\$151.89	\$132.49	\$159.87	20.7%
Generic Dispensing Rate	85.5%	85.5%	86.2%	0.8%
Formulary Compliance Rate	93.4%	93.9%	94.4%	0.6%
Generic Substitution Rate	99.0%	98.9%	98.3%	-0.6%
Out of Pocket Percent of Allowed	11.0%	23.2%	17.7%	-23.7%
Retail as a Percent of Prescriptions	97.7%	97.3%	97.9%	0.6%
Mail Order as a Percent of Prescriptions	2.3%	2.7%	2.1%	-22.0%
Specialty Percent of Total Prescriptions	1.6%	1.6%	1.9%	17.4%
Specialty Percent of Total Paid	67.2%	63.8%	71.6%	12.3%
Specialty Average Ingredient Cost/Prescription	\$5,700.38	\$4,550.88	\$5,386.87	18.4%

Traditional Drug Focus



Pharmacy: Top Non-Specialty Therapeutic Drug Classes



Report Description: The top 25 therapeutic drug classes for the current period are displayed below ranked by ingredient cost.

Current/ Prior Rank	Plan	Therapeutic Class	Prescriptions	Utilizing Members	Ingredient Cost	Avg. Ingredient Cost/ Prescription (Current)	Avg. Ingredient Cost/ Prescription (Prior)	% Formulary	% Generic	Rank by Volume
1	1	Insulin	81	12	\$43,251	\$533.96	\$522.44	88.9%	0.0%	16
2	2	Incretin Mimetic Agents (GLP-1 Receptor Agonists)	29	5	\$25,743	\$887.69	\$858.12	100.0%	0.0%	47
3	3	Sympathomimetics	122	49	\$25,426	\$208.41	\$217.06	95.9%	15.6%	9
4	7	Sodium-Glucose Co-Transporter 2 (SGLT2) Inhibitors	36	7	\$18,199	\$505.52	\$494.14	94.4%	0.0%	39
5	4	Anti-inflammatory Agents - Topical	12	4	\$12,757	\$1,063.04	\$996.38	75.0%	75.0%	76
6	5	Amphetamines	60	14	\$11,038	\$183.96	\$193.83	53.3%	53.3%	24
7	9	Immunosuppressive Agents	42	4	\$9,592	\$228.38	\$527.61	76.2%	76.2%	33
8	6	Combination Contraceptives - Oral	140	40	\$8,285	\$59.18	\$76.70	89.3%	89.3%	6
9	11	Dipeptidyl Peptidase-4 (DPP-4) Inhibitors	12	3	\$7,213	\$601.11	\$439.08	16.7%	0.0%	77
10	8	Acne Products	33	8	\$6,446	\$195.32	\$210.00	66.7%	66.7%	44
11	10	Antidiabetic Combinations	11	2	\$6,227	\$566.08	\$618.56	27.3%	27.3%	81
12		Postherpetic Neuralgia (PHN) Agents	8	1	\$5,842	\$730.30	\$0	0.0%	0.0%	107
13	12	Diagnostic Tests	47	13	\$5,619	\$119.55	\$123.32	74.5%	0.0%	27
14	14	Combination Contraceptives - Vaginal	13	5	\$5,600	\$430.77	\$439.04	100.0%	0.0%	73
15		Digestive Enzymes	10	1	\$4,354	\$435.37	\$0	100.0%	0.0%	89
16	24	Migraine Products - Monoclonal Antibodies	7	2	\$4,168	\$595.47	\$768.92	85.7%	0.0%	114
17	15	Serotonin Agonists	46	13	\$4,097	\$89.07	\$97.80	100.0%	100.0%	29
18		Fidaxomicin	1	1	\$3,828	\$3,827.57	\$0	0.0%	0.0%	151
19	19	Thyroid Hormones	212	30	\$3,236	\$15.27	\$16.34	90.6%	90.6%	3
20		Combination Contraceptives - Transdermal	10	4	\$3,024	\$302.38	\$149.21	0.0%	0.0%	88
21	18	Steroid Inhalants	10	4	\$2,929	\$292.90	\$317.06	100.0%	10.0%	90
22	25	Beta Blockers Non-Selective	46	7	\$2,717	\$59.06	\$67.15	100.0%	100.0%	28
23	16	Irritable Bowel Syndrome (IBS) Agents	6	1	\$2,629	\$438.19	\$421.42	0.0%	0.0%	118
24		Keratolytic/Antimitotic Agents	4	1	\$2,495	\$623.69	\$0	0.0%	0.0%	128
25		Selective Serotonin Reuptake Inhibitors (SSRIs)	315	55	\$2,483	\$7.88	\$7.05	100.0%	100.0%	2
		All Other	3,613	355	\$69,004	\$19.10	\$24.32	97.4%	96.3%	
		Summary	4,926	392	\$296,199	\$60.13	\$60.84	94.8%	87.7%	

Specialty Focus



Pharmacy: Specialty Drug Analysis

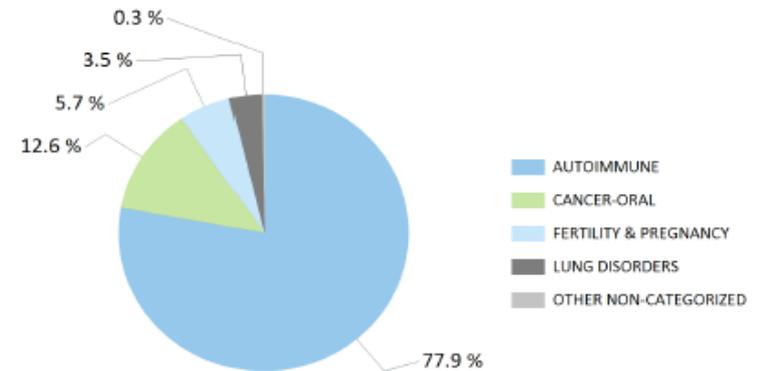


Report Description: Specialty drugs generally have unique uses, require special dosing or administration, are typically prescribed by a specialist provider and are significantly more expensive than alternative drugs or therapies. This report provides specialty drug analysis for the current month, current period, prior period and percent change.

Specialty Drug Key Indicators

	Aug 2020	Jan 2019 - Aug 2019	Jan 2020 - Aug 2020	% Change
Unique Pharmacy Members	553	575	608	5.7%
Member Months	553	4,407	4,555	3.4%
Claimants	8	12	16	33.3%
Percent of Utilizing Members	1.5%	2.1%	2.6%	26.1%
Prescriptions	9	66	94	42.4%
Specialty Percent of Total Paid	67.2%	63.8%	71.6%	12.3%
Percent of Total Prescriptions Paid	1.6%	1.6%	1.9%	17.4%
Paid	\$50,863	\$269,580	\$474,475	76.0%
Paid PMPM	\$91.98	\$61.17	\$104.17	70.3%
Average Ingredient Cost/Prescription	\$5,700	\$4,551	\$5,387	18.4%
Out of Pocket	\$440	\$30,802	\$31,892	3.5%
Out of Pocket PMPM	\$0.80	\$6.99	\$7.00	0.2%
Out of Pocket Percent of Allowed	0.9%	10.3%	6.3%	-38.6%

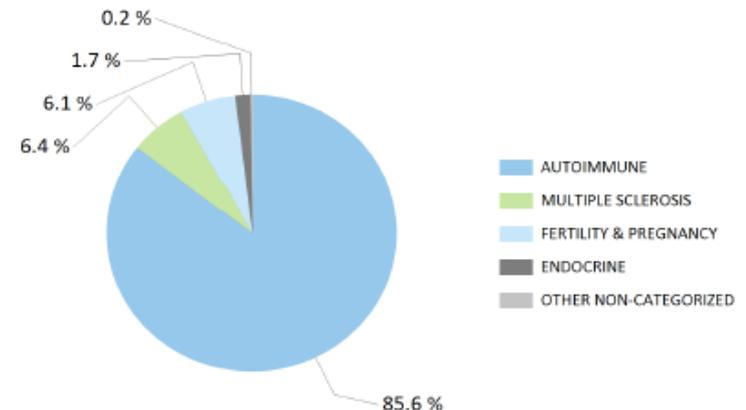
Top Specialty Classes by Ingredient Cost for the Current Period



Top 15 Specialty Drugs by Ingredient Cost for the Current Period

Brand Name	Specialty Class	Ingredient Cost	Prescriptions	Avg. Ingredient Cost/Prescription	Specialty Claimants
COSENTYX PEN INJ 300DOSE	AUTOIMMUNE	\$115,153	18	\$6,397.42	3
INLYTA TAB 5MG	CANCER-ORAL	\$61,573	4	\$15,393.14	1
HUMIRA PEN INJ 40/0.4ML	AUTOIMMUNE	\$59,642	11	\$5,422.04	2
OTEZLA TAB 30MG	AUTOIMMUNE	\$54,243	15	\$3,616.21	3
HUMIRA INJ 40/0.4ML	AUTOIMMUNE	\$43,288	8	\$5,410.99	1
ORENCIA INJ 125MG/ML	AUTOIMMUNE	\$36,381	8	\$4,547.61	1
STELARA INJ 45MG/0.5	AUTOIMMUNE	\$33,403	3	\$11,134.38	1
SKYRIZI INJ 150DOSE	AUTOIMMUNE	\$32,164	2	\$16,082.14	1
NUCALA INJ 100MG/ML	LUNG DISORDERS	\$17,927	6	\$2,987.78	1
FOLLISTIM AQ INJ 900UNIT	FERTILITY & PREGNANCY	\$11,552	1	\$11,552.43	1
DUPIXENT INJ 300/2ML	AUTOIMMUNE	\$9,477	3	\$3,159.11	1
FOLLISTIM AQ INJ 600UNIT	FERTILITY & PREGNANCY	\$9,264	2	\$4,632.11	1
OTEZLA TAB 30MG	AUTOIMMUNE	\$7,253	2	\$3,626.60	2
MENOPUR INJ 75UNIT	FERTILITY & PREGNANCY	\$4,851	1	\$4,850.69	1
OTEZLA TAB 10/20/30	AUTOIMMUNE	\$3,627	1	\$3,627.08	1
All Other		\$6,566	9	\$729.59	2
Summary		\$506,366	94	\$5,386.87	16

Top Specialty Classes by Ingredient Cost for the Prior Period





Opportunities

Range of drug list options

Some plan sponsors may want to move immediately to Performance drug list, to best manage spend. Others may want to work their way towards that lowest net cost drug list and ease into the transition / limit initial disruption.

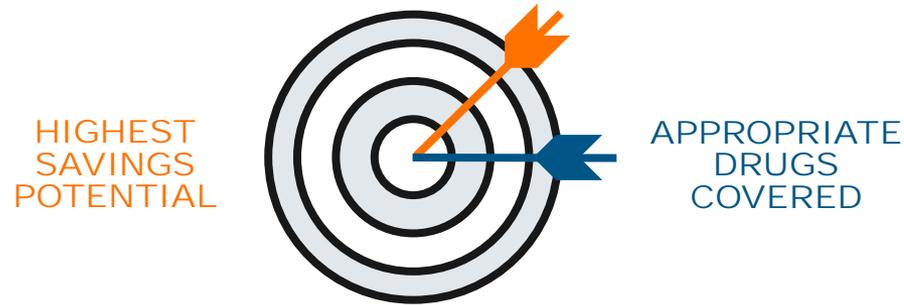
Less savings
Fewer exclusions



Greater savings
More exclusions

Drug List	Description
Enhanced <i>Currently Implemented</i>	Open drug list, covering all drugs Moderate Savings Potential Higher Generic Utilization Fewer Preferred Brands
Performance	CLOSED drug list* Lowest net cost drug list High savings potential High generic utilization

*Members are able to appeal drug changes, Horton will assist in this process.



MATCHING MEMBER ACCESS WITH FINANCIAL VALUE

- Managed drug list promoting generic drugs
- Preserves rebates for essential brands
- Lowest net costs
- Includes our tailor-made utilization management programs



HOW IT WORKS

Included Utilization Management Programs

- Prior authorization
- Step therapy
- Dispensing limits

Drug List Exceptions

- Clinical reviews available for members with medical necessity for excluded drugs*

Quarterly Reviews

- Anticipate changes in the market

Communications

- Coordinated communications 60 days prior to change



Minimal impact to members

9% (51 members)



Greater savings for you

Communication / Implementation

- Decision required by County of Kendall 60 days prior to implementation.
- New impact report would be run and members affected receive letters at home regarding the change.
- Members have conversations with their providers regarding alternatives available.
- Members can appeal changes with BCBS. Horton will assist in the appeal process. Medical records and a provider letter helpful in the appeal process.

Key Indicators

Contribution Analysis

Prepared for: Kendall County

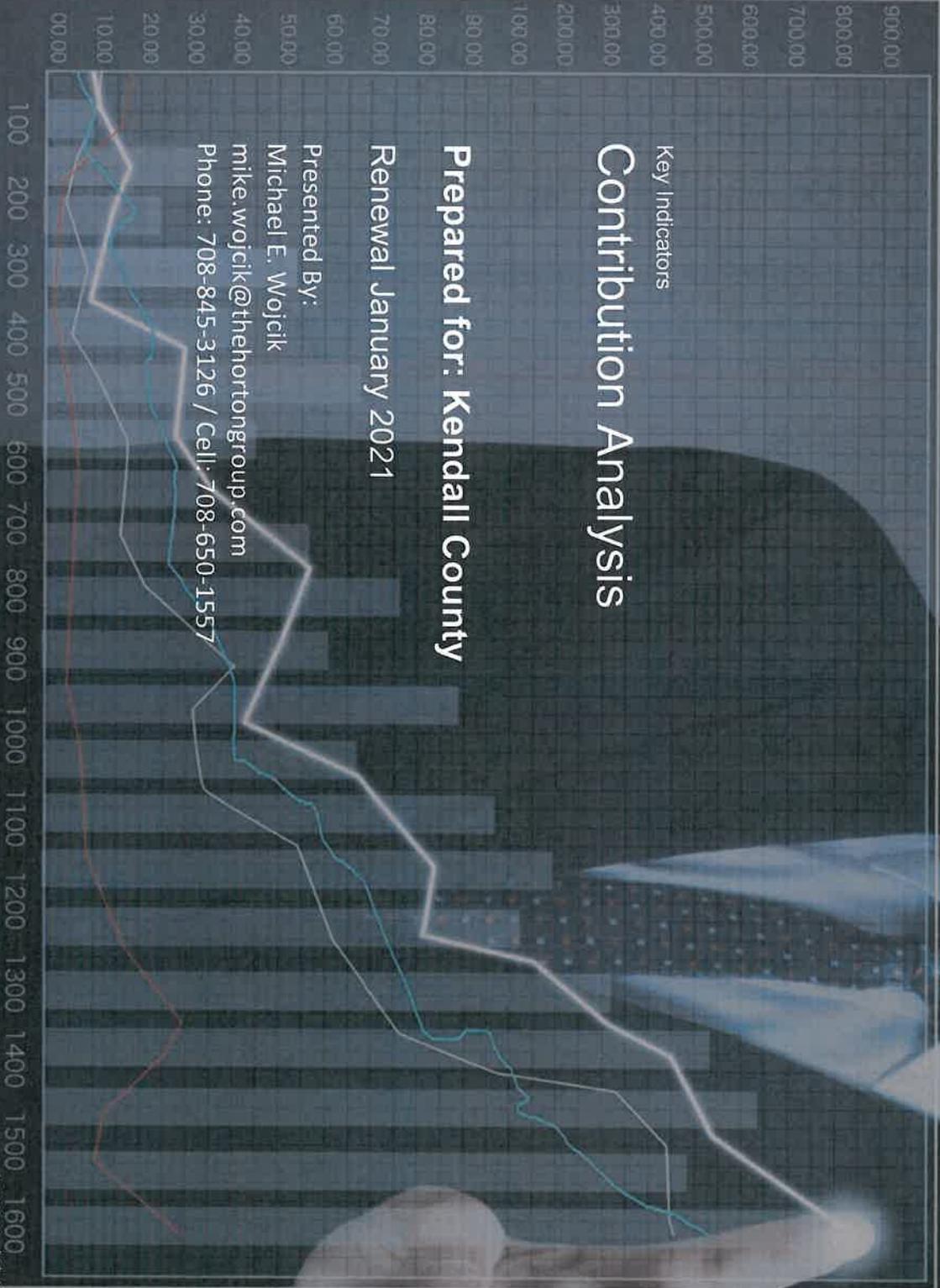
Renewal January 2021

Presented By:

Michael E. Wojcik

mike.wojcik@thehortongroup.com

Phone: 708-845-3126 / Cell: 708-650-1557



Contribution Exhibit

Kendall County

CURRENT PRACTICE - EE & ER Contribution (2 Tier)

Assumes Wellness Participation

1/1/2020 Current BCBS Rates				1/1/2021 Renewal BCBS Rates				AV Calc			
	EE	EE + SP	EE + C	Family	EE	EE + SP	EE + C	Family			
HMO 500	\$567.15	\$1,417.82	\$1,417.82	\$1,417.82	\$589.75	\$1,472.88	\$1,472.88	\$1,472.88	90.1%		
HSA \$1,500	\$722.51	\$1,806.26	\$1,806.26	\$1,806.26	\$785.54	\$1,963.83	\$1,963.83	\$1,963.83	81.5%		
HSA \$2800	\$652.59	\$1,631.47	\$1,631.47	\$1,631.47	\$714.84	\$1,787.09	\$1,787.09	\$1,787.09	72.8%		
					\$746.26	\$1,865.04	\$1,865.04	\$1,865.04			
					\$575.56	\$1,888.89	\$1,888.89	\$1,888.89			
Months	12										
2020 Current Rates											
	EE	ER	EE	ER	EE	ER	EE	ER	EE		
HMO 500	\$30	\$510.44	\$56.71	\$303.24	\$88.91	\$330.24	\$30.00%	\$183,758.40	\$20,415.60	\$190,886.40	\$21,207.60
Participation	30	EE	EE	ER	EE	ER	% of Total	ER	EE	ER	EE
	1	ES	\$463.69	\$1,001.56	\$471.32	\$1,569.56	32.00%	\$1,569.56	\$5,444.26	\$12,018.72	\$5,655.84
	4	EC	\$453.69	\$1,001.56	\$471.32	\$1,001.56	32.00%	\$46,278.24	\$21,777.12	\$48,074.88	\$22,623.36
	18	Family	\$453.69	\$1,001.56	\$471.32	\$1,001.56	32.00%	\$208,252.08	\$97,997.04	\$216,356.96	\$101,805.12
HSA \$1,500	119	EE	\$72.24	\$707.00	\$78.54	\$707.00	10.00%	\$928,585.56	\$103,158.72	\$1,009,866.00	\$112,155.12
Participation	119	ES	\$578.00	\$1,228.26	\$628.42	\$1,395.41	32.00%	\$308,521.52	\$145,656.00	\$336,523.32	\$158,361.84
	21	EC	\$578.00	\$1,228.26	\$628.42	\$1,228.26	32.00%	\$162,190.32	\$76,296.00	\$178,274.12	\$82,951.44
	11	Family	\$578.00	\$1,228.26	\$628.42	\$1,228.26	32.00%	\$1,193,866.72	\$561,616.00	\$1,298,018.52	\$610,824.24
HSA \$2800	3	EE	\$85.26	\$643.36	\$71.48	\$643.36	10.00%	\$21,143.88	\$2,349.36	\$23,160.96	\$2,573.28
Participation	3	ES	\$522.07	\$1,215.22	\$571.87	\$1,215.22	32.00%	\$39,938.40	\$18,794.52	\$43,747.92	\$20,587.32
	1	EC	\$522.07	\$1,215.22	\$571.87	\$1,215.22	32.00%	\$13,312.80	\$6,264.84	\$14,582.64	\$6,862.44
	2	Family	\$522.07	\$1,215.22	\$571.87	\$1,215.22	32.00%	\$26,625.60	\$12,529.68	\$29,165.28	\$13,724.88
BCO - HSA \$1,500	0	ER	\$671.63	\$671.63	\$74.63	\$671.63	10.00%	\$0.00	\$0.00	\$0.00	\$0.00
Participation	0	ES	\$1,288.64	\$1,288.64	\$597.00	\$1,288.64	32.00%	\$0.00	\$0.00	\$0.00	\$0.00
	0	EC	\$1,288.64	\$1,288.64	\$597.00	\$1,288.64	32.00%	\$0.00	\$0.00	\$0.00	\$0.00
	0	Family	\$1,288.64	\$1,288.64	\$597.00	\$1,288.64	32.00%	\$0.00	\$0.00	\$0.00	\$0.00
BCO - HSA \$2800	0	ER	\$908.00	\$908.00	\$87.56	\$908.00	10.00%	\$0.00	\$0.00	\$0.00	\$0.00
Participation	0	ES	\$1,148.45	\$1,148.45	\$540.44	\$1,148.45	32.00%	\$0.00	\$0.00	\$0.00	\$0.00
	0	EC	\$1,148.45	\$1,148.45	\$540.44	\$1,148.45	32.00%	\$0.00	\$0.00	\$0.00	\$0.00
	0	Family	\$1,148.45	\$1,148.45	\$540.44	\$1,148.45	32.00%	\$0.00	\$0.00	\$0.00	\$0.00
294	294										

Premium Only	\$3,144,985.06	\$1,072,489.16	\$3,398,385.72	\$1,159,332.46
ER HSA Contribution	\$540,000.00	\$0.00	\$540,000.00	\$0.00
Premium w/HSA	\$3,694,985.06	\$1,072,489.16	\$3,938,385.72	\$1,159,332.46
ERV/EE%	77.46%	22.54%	77.26%	22.74%
Grand Total	\$4,757,484.24	\$5,097,718.20		7.2%
% Change				

2020 Employer HSA Seed Contribution: \$1,500 EE Only; \$3,000 Family
 2021 Employer HSA Seed Contribution: \$1,500 EE Only; \$3,000 Family
 Enrollment shown on the exhibit includes active employees and retirees.

The Horton Group's

Marketing Analysis - Spreadsheet

Prepared for: Kendall County

Renewal January 2021

Presented By:

Michael E. Wojcik

mike.wojcik@thehortongroup.com

Phone: 708-845-3126 / Cell: 708-650-1557

Kendall County
January 1, 2021

The following Medical markets were approached:

Carrier	Status
BCBS	Incumbent
Aetna	Declined
Cigna	Declined
Humana	Declined
United Healthcare	Quoted

Horton Benefit Solutions Disclaimer Notice

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Exposure Evaluation

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Other

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The Horton Group's

Marketing Analysis Spreadsheet - Ancillary Coverage

Prepared for: Kendall County

Renewal January 2021

Presented By:

Michael E. Wojcik

mike.wojcik@thehortongroup.com

Phone: 708-845-3126 / Cell: 708-650-1557

Insurance / Risk Advisory / Employee Benefits

HORTON

Kendall County
January 1, 2021

The following Dental markets were approached:

<u>Carrier</u>	<u>Status</u>
MetLife	Incumbent
Delta Dental	Quoted
Guardian	Quoted
Lincoln	Declined
Principal	Quoted
Reliance Standard	Declined
Standard	Quoted
SunLife	Quoted

The following Life markets were approached:

<u>Carrier</u>	<u>Status</u>
BCBS	Incumbent
Guardian	Declined
Lincoln	Declined
Principal	Declined
Reliance Standard	Quoted
Standard	Quoted
SunLife	Declined

The following Vision markets were approached:

<u>Carrier</u>	<u>Status</u>
EyeMed	Incumbent
VSP	Declined



**Kendall County
Dental Review
January 1, 2021**

Enrollment from 2021 renewal

EE	FAM	Total
167	192	359

Presented by: Mike Wojcik

Renegotiated 9.21

Carriers:	CURRENT METLIFE	RENEWAL METLIFE
Type of Plan	PPO	PPO
Participation		
In Network Benefits		
Individual Deductible	\$50	\$50
Family Deductible	\$150	\$150
Preventative Co-Insurance	100%	100%
Deductible Waived on Preventative	Yes	Yes
Basic Co-Insurance	80%	80%
Major Co-Insurance	50%	50%
Orthodontia Co-Insurance	50%	50%
Deductible Waived on Ortho	Yes	Yes
Endodontics Co-Insurance	80%	80%
Periodontics Co-Insurance	80%	80%
Surgical Periodontics Co-Insurance	80%	80%
Annual Maximum	\$2,000	\$2,000
Orthodontia Lifetime Maximum	\$1,500	\$1,500
Out of Network Benefits		
Individual Deductible	\$50	\$50
Family Deductible	\$150	\$150
Preventative Co-Insurance	100%	100%
Deductible Waived on Preventative	Yes	Yes
Basic Co-Insurance	80%	80%
Major Co-Insurance	50%	50%
Orthodontia Co-Insurance	50%	50%
Deductible Waived on Ortho	Yes	Yes
Endodontics Co-Insurance	80%	80%
Periodontics Co-Insurance	80%	80%
Surgical Periodontics Co-Insurance	80%	80%
Annual Maximum	\$2,000	\$2,000
Orthodontia Lifetime Maximum	\$1,000	\$1,000
	90th R&C	90th R&C
Dental Premium		
Employee	\$37.12	\$36.27
Family	\$99.38	\$107.18
Total Monthly Premium	\$25,280.00	\$26,635.65
Total Dental Annual Premium	\$303,360.00	\$319,627.80
Percent Change		5.36%
Rate Guarantee		Until 12/31/21 2nd Year Cap: 7%

Kendall County
 Basic Life Review
 January 1, 2021



Employees
 339

Presented by: Michael Wojcik

Carriers	CURRENT BCBS	RENEWAL BCBS
Benefit Amount	\$25,000	\$25,000
% Benefit Amt Reduces to at Age 65	65%	65%
% Benefit Amt Reduces to at Age 70	50%	50%
% Benefit Amt Reduces to at Age 75	NA	NA
% Benefit Amt Reduces to at Age 80	NA	NA
Travel Assistance	Included	Included
Life Premium		
Employee Life per \$1000	\$0.060	\$0.060
Employee AD&D per \$1000	\$0.024	\$0.024
Total for Life & AD&D	\$0.084	\$0.084
Life Volume	\$16,742,500	\$16,742,500
Life Monthly Premium	\$1,406.37	\$1,406.37
Life Annual Premium	\$16,876.44	\$16,876.44
Percentage Change		0.00%
Rate Guarantee		Until 12/31/21



**Kendall County
Voluntary Life Review
January 1, 2021**

Benefits Presented by: Michael Wojcik

Carriers	CURRENT BCBS	RENEWAL BCBS
Minimum Participation	23%	23%
Employee Benefit Amount	Increments of \$10K up to \$300K	Increments of \$10K up to \$300K
Benefit Reduction Schedule		
% Benefit Reduces to at Age 65	65%	65%
% Benefit Reduces to at Age 70	50%	50%
% Benefit Reduces to at Age 75	n/a	n/a
% Benefit Reduces to at Age 80	n/a	n/a
Dependent Life		
Spouse Benefit	Increments of \$5K up to \$150K, not to exceed 50% of EE amount.	Increments of \$5K up to \$150K, not to exceed 50% of EE amount.
Child (ren) Benefit	15 Days - 6 Mo: \$250 6 Mo - 26 Years: Increments of \$2K to a maximum of \$10K	15 Days - 6 Mo: \$250 6 Mo - 26 Years: Increments of \$2K to a maximum of \$10K
Guarantee Issue		
Employee	\$150,000	\$150,000
Spouse	\$30,000	\$30,000
Life Premium		
Under age 25	EE & SP Rates/\$1k/Mo \$0.080	EE & SP Rates/\$1k/Mo \$0.080
25-29	\$0.080	\$0.080
30-34	\$0.080	\$0.080
35-39	\$0.089	\$0.089
40-44	\$0.124	\$0.124
45-49	\$0.195	\$0.195
50-54	\$0.308	\$0.308
55-59	\$0.480	\$0.480
60-64	\$0.701	\$0.701
65-69	\$1.283	\$1.283
70-74	\$2.089	\$2.089
75 and Above	\$2.089	\$2.089
Rate Guarantees		
AD&D/\$1k unless noted	EE & SP AD&D Rates/\$1k/Mo \$0.028	EE & SP AD&D Rates/\$1k/Mo \$0.028
Child	\$0.057	\$0.057
Child AD&D	\$0.043	\$0.043
		Until 12/31/21



Kendall County
Voluntary Vision Review
January 1, 2021

Enrollment from marketing census provided			
EE	ES	EC	Family
108	37	28	79
			Total
			252

Presented by: Michael Wojcik

Carriers:

	CURRENT Eyemed	RENEWAL Eyemed
Copayment Exam	\$10	\$10
Copayment Materials	\$25	\$25
Examination Frequency (months)	12	12
Lenses Frequency (months)	12	12
Frame Frequency (months)	24	24
In Network Benefits		
Examination	Covered in Full after co-pay	Covered in Full after co-pay
Basic Lenses	Covered in Full after co-pay	Covered in Full after co-pay
Frame	Covered in Full after co-pay	Covered in Full after co-pay
Elective Contact Lenses	Covered in Full after co-pay	Covered in Full after co-pay
Necessary Contact Lenses	Covered in Full	Covered in Full
Lens Options		
Tint (Solid & Gradient)	\$15	\$15
Scratch Resistant Coating	\$15	\$15
Polycarbonate Lenses	\$0 for Children, \$40 for adults	\$0 for Children, \$40 for adults
Photochromic Lenses	\$75	\$75
Standard Progressive Lenses	\$90	\$90
UV protected Lenses	\$15	\$15
Anti-reflective Coating	\$45-68	\$45-68
Other Options	20% off Retail	20% off Retail
Out of Network Benefits		
Examination	Allowance	Allowance
Basic Lenses	\$30	\$30
Single	\$25	\$25
Bifocal	\$40	\$40
Trifocal	\$60	\$60
Frame	\$65	\$65
Elective Contact Lenses	\$104	\$104
Necessary Contact Lenses	\$210	\$210
Vision Premium		
Employee	\$6.26	\$6.26
Employee + Spouse	\$11.90	\$11.90
Employee + Child(ren)	\$12.53	\$12.53
Family	\$18.42	\$18.42
Total Monthly Premium	\$2,922.40	\$2,922.40
Total Annual Premium	\$35,068.80	\$35,068.80
Percent Change	0.00%	0.00%
Rate Guarantee		Until 1/1/23

Copy plus any additional add-ons for that service



Kendall County
 Voluntary Group Accident Benefit Review
 January 1, 2021

Presented by: Mike Wojcik

Carrier:		CURRENT / RENEWAL
		BCBS
Accident Coverage Eligibility Participation Requirement Age Reduction Benefit Termination <u>Benefits due to Accident</u> Accidental Death Emergency Treatment (ER or Urgent Care Center) Ground Ambulance Initial Hospital Admission Hospital Confinement Coma Concussion Dislocation Fracture Laceration	24 Hour All Active Full-Time Employees 10 Enrolled N/A The Earlier of Retirement or Age 70 \$40,000 - Employee \$40,000 - Spouse \$12,500 - Child \$150 \$200 \$1,200 \$250 / day up to 1 Year \$12,500 \$150 Schedule up to \$4,000 Schedule up to \$5,000 Schedule up to \$500	
Monthly Premium Employee Employee & Spouse Employee & Child Family	\$11.41 \$18.92 \$21.97 \$34.47	
Annual Premium Employee Employee & Spouse Employee & Child Family	\$136.92 \$227.04 \$263.64 \$413.64	
Rate Guaranteee	Until 12/31/21 \$50 Wellness Credit	

* Some not all benefits listed.

Kendall County
 Voluntary Group Critical Illness Benefit Review
 January 1, 2021

Presented by: Mike Wojcik

Carrier

CURRENT / RENEWAL
 BCBS

Carrier	Benefit Schedule (upon first occurrence / diagnosis of condition)	Portability	Pre-Existing Condition Limitation	Benefit Waiting Period	Eligibility	Benefit Amounts	Wellness Benefit	Guarantee Issue Amount	Monthly Premium*	Annual Premium*	Rate Guarantee	Participation Requirement				
	Invasive Cancer, Heart Attack, Stroke, Major Organ Transplant, End Stage Renal Failure, Paralysis, Benign Brain Tumor, Coma, Loss of Sight, Loss of Speech, Loss of Hearing, Major Burns - 100%, Carcinoma In Situ, Major Heart Surgery - 25%	Yes	65% at age 65, 50% at age 70	12/12	All Active Full-Time Employees	Increments of \$5,000 up to \$50,000 Increments of \$2,500 up to \$25,000, not to exceed 50% of issued Employee Amount Increments of \$2,500 up to \$25,000, not to exceed 50% of issued Employee Amount	\$50 \$50	\$20,000 \$10,000 \$10,000	Below 30 \$4.15 \$7.36 \$5.23 \$8.43	\$10,000 EE \$5,000 SP \$5,000 CH \$10,000 EE / \$5,000 SP / \$5,000 CH	Below 30 \$49.80 \$88.26 \$62.70 \$101.16	30-39 \$6.17 \$10.41 \$7.25 \$11.49	40-49 \$12.07 \$19.40 \$13.15 \$20.48	50-59 \$22.01 \$34.38 \$23.09 \$35.46	60-64 \$35.41 \$54.51 \$36.49 \$55.58	65+ \$44.84 \$69.57 \$45.92 \$70.64
									Below 30 \$4.15 \$7.36 \$5.23 \$8.43	\$10,000 EE \$5,000 SP \$5,000 CH \$10,000 EE / \$5,000 SP / \$5,000 CH	Below 30 \$49.80 \$88.26 \$62.70 \$101.16	30-39 \$74.04 \$124.92 \$86.94 \$137.92	40-49 \$144.84 \$232.80 \$157.74 \$245.70	50-59 \$264.12 \$412.56 \$277.02 \$425.46	60-64 \$424.92 \$654.06 \$437.82 \$666.96	65+ \$538.08 \$834.78 \$550.98 \$947.68
											Until 12/31/21 Greater of 10 lives or 15%					

* Attained Age Rates

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CHICAGO HIDTA
OFFICE OF THE EXECUTIVE DIRECTOR
P.O. Box 166513
Chicago, IL 60616

Office: 312-448-5600

Dwight Baird
Sheriff
Kendall County Sheriff's Office

September 29, 2020

Dear Sheriff,

The Chicago HIDTA Executive Board has approved the purchase of a fully equipped surveillance van to be utilized by all Chicago HIDTA enforcement initiatives in support of their ongoing investigations. This request is consistent with the previous purchase of two identical surveillance vans from Specialty Vehicle Solutions, LLC that are currently being utilized by the Chicago HIDTA enforcement initiatives and is necessitated by the recent designation of Lake County as a HIDTA County and the subsequent addition of the Lake County Special Investigations Group as a new Chicago HIDTA enforcement initiative.

In order to maintain technical compatibility consistent with the other surveillance vans previously purchased, and to limit the costs of training required with the purchase of an entirely new surveillance platform, we are respectfully requesting the purchase of one additional surveillance van from Specialty Vehicle Solutions, LLC, at a cost of \$156,580.22.

Additionally, due to the covert nature of this equipment, we are requesting that the details of this purchase be kept confidential to the extent allowable by the Kendall County Board Rules and Bylaws.

Thank you for your assistance in this matter.

Sincerely,

Nicholas J. Roti
Executive Director
Chicago HIDTA

Customer: **Kendall County**
811 West John Street
Yorkville, IL

Contact: **Matthew Kinsey**

Date: **July 27th, 2020**

Contact: **Steve Jones**
Phone: **812.305.2009**
Email: steve.jones@metronetinc.com

Description: Quote for a 1 Gbps fiber Point to Point circuit connecting 811 W. John Street, Yorkville, IL to 111 West Fox Street, Yorkville, IL and a quote for various Point to Point speeds to connect 811 W. John Street, Yorkville, IL to 6780 State Rd. 47, Yorkville, IL.

Quantity	Description	Contract Term in months	Installation Charge	Total Monthly Charge
1	1 Gbps Point to Point circuit connecting: 811 W. John Street, Yorkville to 111 West Fox Street, Yorkville to 111 West Fox Street, Yorkville	36	\$0.00	\$950.00
1	Point to Point circuit connecting: 811 W. John Street, Yorkville to 6780 State Rd. 47, Yorkville Options: 200 Mbps - \$500.00/month 300 Mbps - \$600.00/month 500 Mbps - \$700.00/month 1 Gbps - \$950.00/month	36	\$0.00	TBD
TOTAL				TBD

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS BUSINESS!
This document is for discussion purposes only; it is not a legal offer.
This Service Quote expires sixty (60) days from the date hereof.

CONFIDENTIAL INFORMATION

TITLE: GIS/Cadastral Analyst
DEPARTMENT: Geographic Information Systems (GIS)
SUPERVISED BY: GIS Coordinator
FLSA STATUS: Non-Exempt
APPROVED: In Process

I. Position Summary:

To perform comprehensive and complex work in the development, maintenance, and provision of technical support related to production, database maintenance, and implementation of Cadastral and Geographic Information System (GIS) projects and maintain related documentation.

II. Essential Duties and Responsibilities:

- Scans, rectifies, and uses images to create maps for departmental and county use.
- Gathers and verifies field data for utilization in mapping applications.
- Maintain GIS Datasets as assigned.
- Maintain documentation of GIS Datasets and GIS Applications as assigned.
- Explains and interprets division activities and policies to the general public.
- Uses GIS work station to prepare new maps and revise existing maps to show accurate boundaries, configurations and areas of parcels.
- Performs other duties and responsibilities as assigned.
- Prepares routine reports, correspondence, updates, and special project maps as required.
- Performs routine to moderately complex cadastral mapping duties using ESRI GIS core products; computer-aided drafting software utilizing (CAD/GIS) principles.
- Performs cadastral tasks including the preparation and maintenance of County maps related to property boundaries of various kinds.
- Creates new and edits existing graphical and tabular data; complete geographical analysis to create complex queries and spatial overlays; implement new data.
- Interfaces directly with clients to determine their needs and make recommendations.
- Interprets legal descriptions, records of surveys, tract and parcel maps, and other related documents; utilizes a data management computer system to retrieve and enter property information.
- Researches for property boundaries and title verification.
- Performs area calculations as required using a variety of methods; Makes mathematical computations to calculate bearings, distances, areas, and closures.
- Assures quality objectives and standards are maintained through routine examination of projects, providing verification of data integrity and data distribution.
- Serve as a liaison for the GIS function with other County departments and elected offices.
- Create and maintain documentation of GIS Datasets, GIS Applications, GIS Solutions, and Cadastral base workflow, as assigned.
- Provide training and support of GIS Users that use the interactive GIS Systems as assigned.
- Provide technical expertise and assistance to meet the needs and requests of other government agencies and the general public related to the GIS system.
- Assists in the inventory/upgrading/configurations of supplies, hardware, and software.
- Assists coordinator with GIS data, including layer development, data conversion, and deployment.

- Assists GIS Coordinator with development of the GIS Department, including resource planning, policy and procedures development, departmental needs assessment, systems analysis, inter-governmental agreements.
- Designs, creates and analyzes special products including maps, digital data, reports and statistics, and researches and recommends ways to improve the mapping process.
- Imports GIS data from other sources; converts GIS data from one coordinate system to another, and creates other data formats from existing data.
- May lead and direct the work of others; a wide degree of creativity and latitude is expected.
- Conduct demonstrations or presentations as assigned.
- Assists with advanced troubleshooting and research as needed.
- Perform advanced research and troubleshooting of problem documents.
- Provide the ongoing integrity of the Cadastral/GIS base.
- Maintain and monitor interactive GIS-Websites.
- Assist with determining needs and implementation of interactive GIS-Systems solutions and workflows.
- Maintain and troubleshoot cloud based operations to include Amazon S3 infrastructure and any virtual instances.
- Perform technical functions such as security updates of Windows and Unix based operating systems to maintain a secure working environment.
- Planning for potential growth and performance evaluations of the cloud platform hosting programs for both private and public use.

III. **Qualifications:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position:

A. **Skills, Knowledge and Abilities:**

- Ability to become familiar with industry specific terminology and cartographic standards.
- Ability to understand and explain GIS procedures and policies.
- Represents department with professionalism and confidence.
- Ability to operate a variety of office equipment including, but not limited to, computer, scanner, printer, copier, etc.
- Ability to build teamwork; organizes, prioritizes and performs multiple tasks in a timely manner.
- The ability to present information and communicate effectively both orally and in writing with staff, county officials, and the general public.
- Ability to use a GIS system in creating or updating of maps showing property boundaries, political subdivisions, and taxing districts for finished intelligence, presentations, publications, and/or web sites.
- Reads and interprets complex or detailed data, policies, or legal descriptions related to title searches and the preparation of cadastral maps.
- Plot maps from legal descriptions, deeds, survey data, tract descriptions, and existing maps and utilize a data management computer system.
- Reviews legal descriptions of real property, and understand and interpret government codes, legislation, or legal provisions to cadastral mapping or boundary issues.

- Knowledge of GIS principles including data types, data layers; basic geographic, analytic, and statistical functions, map projections, geographic coordinate systems, and data formatting.
- Maintain appropriate trade and professional contacts, memberships, and review of trade literature in order to keep abreast of developments in GIS equipment and software for potential use by GIS.
- Project management skills
- Design, code, maintain, and monitor enterprise GIS Datasets and GIS Solutions.

B. Work Standards and Best Practice Guidelines:

- Complies with all applicable state and federal laws and regulations.
- Adheres to all applicable County policies and procedures.
- Commitment to quality results and customer focused.
- Dependable; has integrity and a willingness to learn.
- High degree of professionalism.
- Proven time management skills.
- Works with diverse populations.
- Strong interpersonal, writing, and communication skills.
- Obtain knowledge and learn new skills to enhance job performance and abilities.

C. Education and Experience:

- A minimum of a Bachelor's Degree from an accredited institution or equivalent work experience
- Cadastral Standards / Legal Descriptions.
- Experience related to Microsoft Office suite.
- Proven history of effective working relationships with co-workers, department managers, staff, and the general public; ability to deal tactfully and courteously with the public and solve problems within scope of responsibility.
- GIS and Cadastral certifications are preferred.
- Five (5) or more years in related GIS fields is required.
- Knowledge of relational database concepts and skills in creating and maintaining relational databases and linking them with GIS.
- Knowledge of Python, Visual Studio, or other GIS related programming language.

IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

- Frequently sit for long periods of time at desk or in meetings;
- Occasionally lift and/or move up to 40 pounds;
- Use hands to finger, handle, or feel;
- Reach, push and pull with hands and arms;
- Bend over at the waist and reach with hands and arms;
- Talk and hear in person and via use of telephone;
- Specific vision abilities include close and distance vision, depth perception;
- Travel independently to other County office locations.

V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- Inside environmental conditions.
- The noise level in the work environment is usually quiet to moderately quiet.
- Employee may be exposed to stressful situations while working with users, law enforcement, department heads, elected officials, vendors, and the general public.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.

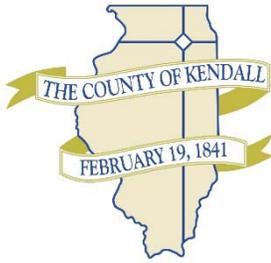
By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor
cc: personnel file, employee

Date



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: October 14, 2020

Amount: N/A

Budget: N/A

Issue: Correspondence from Chris Wilson Regarding Ordinance 2020-09 (Formally Petition 20-12) Pertaining to the Approval of a Plat of Vacation, Relocation, and Expansion of a Construction and Drainage Easement and Drainage and Utility Easement on Lots 171 and 172 in Whitetail Ridge Subdivision (7148 and 7136 Ironwood Court, Yorkville)(PINs: 06-07-130-001 and 06-07-130-002) in Na-Au-Say Township

Background and Discussion:

On May 19, 2020, the Kendall County Board approved Ordinance 2020-09, formally Petition 20-12, a request by Chris Wilson to vacate certain easements located on Lots 171 and 172 in Whitetail Ridge Subdivision.

Per Section 7.06.H of the Kendall County Subdivision Control Ordinance, the plat of vacation must be recorded within six (6) months of approval of the vacation by the County Board in order for the vacations to become effective. The County Board also has the right to extend the recording deadline.

On July 17, 2020, Mr. Wilson sent an email stating that he was not going to record the plat. Mr. Wilson reiterated this position in an email on September 28, 2020. These emails are attached.

Based on Mr. Wilson's emails, the vacations outlined in Ordinance 2020-09 will not become effective.

Committee Action:

Staff Recommendation:

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning Department

Date: October 14, 2020

Matt Asselmeier

From: chris Wilson [mailto: [REDACTED]]
Sent: Monday, September 28, 2020 4:18 PM
To: Matt Asselmeier
Cc: Matthew G. Prochaska; Scott Koeppel
Subject: Re: [External]Lot #171 Whitetail Ridge Subdivision

That is exactly correct I am not going to be building on it.

Chris

On Sep 28, 2020, at 3:52 PM, Matt Asselmeier <masselmeier@co.kendall.il.us> wrote:

Chris:

In the coming days, I am going to be preparing a memo to the Kendall County Planning, Building and Zoning Committee stating that you are not going to record the plat of vacation. Before I prepare that memo, I wanted to check with you to see if you had changed your mind regarding the vacation.

Please advise.

Thanks,

Matthew H. Asselmeier, AICP, CFM
Senior Planner
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, IL 60560-1498
PH: 630-553-4139
Fax: 630-553-4179

From: chris Wilson [mailto: [REDACTED]]
Sent: Friday, July 17, 2020 9:17 AM
To: Matt Asselmeier <masselmeier@co.kendall.il.us>
Subject: Re: [External]Lot #171 Whitetail Ridge Subdivision

Matt

I spoke to my wife Kelli and we are going to pass on doing the addition to our house. We both feel we're already over paying for property tax. The addition we just increase that bill.

Thanks for all of your help!

Chris



20200003274

DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL

RECORDED: 5/26/2020 04:41 AM
ORDI: 57.00 RASPS FEE: 16.00
PAGES: 7

State of Illinois
County of Kendall

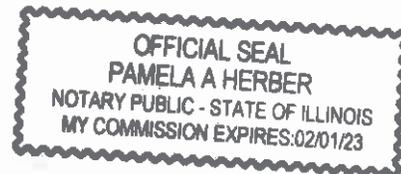
Zoning Petition
#20-12

ORDINANCE # 2020-09

APPROVING A PLAT OF VACATION AND RELOCATION OF A TWENTY FOOT MAINTENANCE AND CONSTRUCTION EASEMENT, A VACATION OF A TEN FOOT DRAINAGE AND UTILITY EASEMENT, AND THE DEDICATION OF A TEN FOOT MAINTENANCE AND CONSTRUCTION EASEMENT ON LOTS 171 AND 172 OF WHITETAIL RIDGE ON PARCELS IDENTIFIED BY PARCEL IDENTIFICATION NUMBERS 06-07-130-001 AND 06-07-130-002 IN NA-AU-SAY TOWNSHIP

Mailed to and Prepared by:
Matthew Asselmeier
111 West Fox Street Rm. 203
Yorkville, IL 60560

SEAL



Subscribed and sworn to before me
This 22nd day of May, 2020

Matthew Asselmeier
Kendall County Senior Planner

Notary Public

2

ORDINANCE NUMBER 2020-09

APPROVING A PLAT OF VACATION AND RELOCATION OF A TWENTY FOOT MAINTENANCE AND CONSTRUCTION EASEMENT, A VACATION OF A TEN FOOT DRAINAGE AND UTILITY EASEMENT, AND THE DEDICATION OF A TEN FOOT MAINTENANCE AND CONSTRUCTION EASEMENT ON LOTS 171 AND 172 OF WHITETAIL RIDGE ON PARCELS IDENTIFIED BY PARCEL IDENTIFICATION NUMBERS 06-07-130-001 AND 06-07-130-002 IN NA-AU-SAY TOWNSHIP

WHEREAS, Section 7.06 of the Kendall County Subdivision Control Ordinance permits the Kendall County Board to approve plats of vacation and provides the procedure through which plats of vacation are approved; and

WHEREAS, the two ten-foot maintenance and construction easements and two five-foot drainage and utility easements which are the subject of this Ordinance were established by Ordinance 2005-16 which granted approval of a final plat of Whitetail Ridge Subdivision and was approved by the Kendall County Board on March 1, 2005, and

WHEREAS, the final plat of Whitetail Ridge Subdivision was recorded in the Kendall County Recorder of Deeds Office on June 9, 2005, and

WHEREAS, the two ten-foot maintenance and construction easements and two five-foot drainage and utility easements which are the subject of this Ordinance are located along and parallel to the shared property line of Lots 171 and 172 in Whitetail Ridge Subdivision. The legal descriptions of the easements are set forth in Exhibit A attached hereto and incorporated by reference; and

WHEREAS, on or about June 20, 2018, the Christopher E. Wilson Trust and Kellie Rae Wilson Trust acquired ownership of Lot 171 of Whitetail Ridge Subdivision and the property identified by Parcel Identification Number 06-07-130-001; and

WHEREAS, on or about April 13, 2020, the Christopher E. Wilson Trust and Kellie Rae Wilson Trust acquired ownership of Lot 172 of Whitetail Ridge Subdivision and the property identified by Parcel Identification Number 06-07-130-002; and

WHEREAS, on or about April 21, 2020, Christopher Wilson, on behalf of the Christopher E. Wilson Trust and Kellie Rae Wilson Trust, hereinafter referred to as "Petitioners," filed a petition for approval of a plat of vacation of the two ten-foot maintenance and construction easements and two five-foot drainage and utility easements located along the property line of Lots 171 and 172, relocate the maintenance and construction easement at a width of twenty feet along the north property line of Lot 172, and dedicate an additional ten-foot wide maintenance and construction easement along the east end of Lot 172. The legal descriptions of the relocated and proposed easement are set forth in Exhibit A attached hereto and incorporated by reference; and

WHEREAS, on May 5, 2020, the Kendall County Zoning, Platting and Advisory Committee has reviewed this petition and has forwarded to the Kendall County Board a recommendation of approval with conditions of the requested plat; and

WHEREAS, on May 11, 2020, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the information presented and recommendation of the Kendall County Zoning, Platting and Advisory Committee, and has forwarded to the Kendall County Board a recommendation of

State of Illinois
County of Kendall
approval of the requested plat of relocation; and

Zoning Petition
#20-12

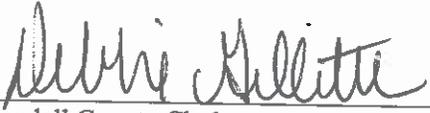
WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the recommendation of the Kendall County Zoning, Platting and Advisory Committee, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Subdivision Control Ordinance and other applicable Ordinances; and

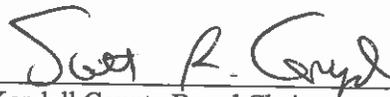
NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:

1. The Kendall County Board hereby grants approval of Petitioners' petition for plat of vacation, relocation, and dedication of the easements legally described in Exhibit A attached hereto and shown on the site plan attached hereto as Exhibit B Plat of Grant of Easement and Easement Vacation.
2. Lots 171 and 172 of Whitetail Ridge Subdivision shall not be sold as individual lots upon the successful recording of Exhibit B. Within ninety days of the effective date of this ordinance, the Petitioner shall submit a parcel consolidation request to Kendall County.
3. No separate primary residence may be constructed on Lot 172.
4. This vacation, relocation, and dedication shall become effective upon the successful recording of Exhibit B in the timeframe outlined in Section 7.06.H of the Kendall County Subdivision Control Ordinance unless an extension is granted by the Kendall County Board.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 19th day of May, 2020.

Attest:


Kendall County Clerk
Debbie Gillette


Kendall County Board Chairman
Scott R. Gryder



LEGAL DESCRIPTION OF MAINTENANCE AND CONSTRUCTION EASEMENT ON LOT 171 TO BE VACATED:

THE NORTH 10.00 FEET OF LOT 171 (EXCEPT THE EASTERLY 10.00 FEET THEREOF AND ALSO EXCEPT THE WESTERLY 15.00 FEET THEREOF), OF WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FORMER WAIS-KEE-SHAW RESERVATION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 200500015985 IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF MAINTENANCE AND CONSTRUCTION EASEMENT ON LOT 172 TO BE VACATED:

THE SOUTH 10.00 FEET OF LOT 172 (EXCEPT THE EASTERLY 10.00 FEET THEREOF AND ALSO EXCEPT THE WESTERLY 15.00 FEET THEREOF), OF WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FORMER WAIS-KEE-SHAW RESERVATION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 200500015985 IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF MAINTENANCE AND CONSTRUCTION EASEMENT ON LOT 172 TO BE GRANTED:

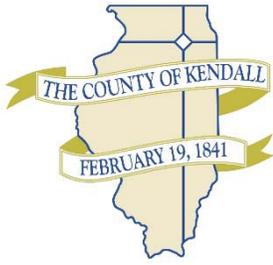
THE NORTH 20.00 FEET AND THE EAST 20.00 FEET (EXCEPT THE NORTH 20.00 FEET THEREOF) OF LOT 172 OF WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FORMER WAIS-KEE-SHAW RESERVATION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 200500015985 IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF PUBLIC UTILITY & DRAINAGE EASEMENT ON LOT 171 TO BE VACATED:

THE NORTH 5.00 FEET OF LOT 171 (EXCEPT THE EASTERLY 10.00 FEET THEREOF AND ALSO EXCEPT THE WESTERLY 15.00 FEET THEREOF), OF WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FORMER WAIS-KEE-SHAW RESERVATION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 200500015985 IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF PUBLIC UTILITY & DRAINAGE EASEMENT ON LOT 172 TO BE VACATED:

THE SOUTH 5.00 FEET OF LOT 172 (EXCEPT THE EASTERLY 10.00 FEET THEREOF AND ALSO EXCEPT THE WESTERLY 15.00 FEET THEREOF), OF WHITETAIL RIDGE SUBDIVISION, A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FORMER WAIS-KEE-SHAW RESERVATION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT NUMBER 200500015985 IN KENDALL AND NA-AU-SAY TOWNSHIPS, KENDALL COUNTY, ILLINOIS.



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: October 14, 2020

Amount: N/A

Budget: N/A

Issue: Approval of Short-Term Rental Registration Form

Background and Discussion:

When the County Board approved the amendments to the Zoning Ordinance in September, the County Board approved a provision that required short-term rental property owners to submit an annual register to the County.

The draft annual registration form is attached.

Committee Action:

PBZ Committee-Approval (4-0-1)

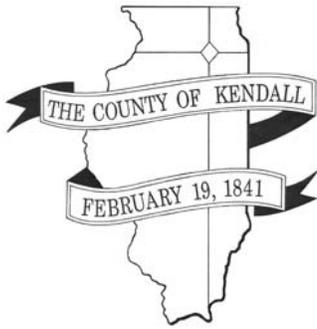
Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Date: October 14, 2020



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Yorkville, IL • 60560
 (630) 553-4141 Fax (630) 553-4179

APPLICATION

Short-Term Rental Registry _____ **FILE#** _____

NAME OF APPLICANT		
CURRENT LANDOWNER/NAME(s)		
SITE INFORMATION SITE ADDRESS OR LOCATION		ASSESSOR'S ID NUMBER (PIN)
CURRENT ZONING	TYPE OF STRUCTURE (i.e. Single-Family Home)	# OF OCCUPANTS IN THE STRUCTURE
OWNER CONTACT	OWNER CONTACT MAILING ADDRESS	OWNER CONTACT EMAIL
OWNER CONTACT PHONE #	OWNER CONTACT FAX #	OWNER CONTACT OTHER # (Cell, etc.)
EMERGENCY CONTACT (IF DIFFERENT THAN OWNER)	EMERGENCY MAILING ADDRESS	EMERGENCY EMAIL
EMERGENCY PHONE #	EMERGENCY FAX #	EMERGENCY OTHER # (Cell, etc.)
I UNDERSTAND THE THAT LISTED PROPERTY MAY BE RENTED FOR A MAXIMUM OF THIRTY (30) CONSECUTIVE DAYS AT ANY ONE TIME.		
I CERTIFY THAT THE ABOVE PROPERTY SHALL NOT BE RENTED AT ANY ONE TIME TO MORE PEOPLE THAN PERMITTED BY THE OCCUPANCY PERMIT ON FILE.		
I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF AND THAT THE PRIMARY AND EMERGENCY CONTACT LISTED ABOVE SHALL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.		
I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES.		
SIGNATURE OF APPLICANT		DATE

For Office Use Only

Certificate of Occupancy on File Y/N _____ Date Certificate of Occupancy was Issued ___/___/_____

Number of Legal Occupants _____

Approval of Application/Renewal _____ Date ___/___/_____

INTEROFFICE MEMORANDUM

To: Law, Justice and Legislation Committee
From: Commander Russo
Date: 9/9/2020
Re: Reallocation of Funds to Purchase Sheriff's App
Copies: As needed

Keeping the public informed about current events and maintaining the transparency of the Sheriff's Office operations with the community has been critical in maintaining our strong relationship with the communities that we serve. It's more important than ever for us to share critical information with the community; due to the urgent situations that have been affected all of us, such as the COVID 19 pandemic and instances of civil unrest. The Kendall County Sheriff's Office currently uses a combination of social media, press releases and the Kendall County Website to provide critical information to the community and maintain community ties. We would like to be able to provide our communities this information in a more user friendly fashion by utilizing the "Sheriff's App".

The Sheriff's App is a mobile application that works with smart phones that has the capability to provide information to the public and give the public a method to communicate directly with the Kendall County Sheriff's Office. The Sheriff's app is a multifaceted application that can be used to get critical information out quickly in circumstances such as severe weather or threats to public safety. It can also be used to increase community relations by sharing information with the public about the day to day operations of the Sheriff's Department.

The Sheriff's App also has functionality that would allow the public to search for inmates, request information via the Freedom of Information Act, deposit money onto an inmate's account, quickly access the app for video visitation, access jail rules, get information on the location of registered sex offenders, submit crime tips, file citizen complaints, recognize the outstanding work of a Deputy, and retrieve information about fugitives.

The cost of the Sheriff's App is \$23,980 with annual costs of \$8,990.

Given the stated benefits, I would recommend the request for the initial purchase of \$23,980 be approved. I propose the initial purchase of the Sheriff's App be made by reallocating capital funds budgeted to purchase a retinal scanner. \$60,000 was budgeted for the purchase of a retinal scanner and supporting software. The retinal scanner was budgeted based upon the information available at the time however, research has revealed that the Sheriff's Office has existing software in place that supports the retinal scanner. Therefore, the purchase of the hardware required will only cost \$4,709 with no recurring costs, leaving a surplus of \$55,291. I further recommend that a portion of the recurring costs of \$8,990 be funded from the Commissary Fund.

Respectfully Submitted,

Commander Jeanne Russo
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made between the COUNTY OF KENDALL, Illinois, a local unit of government, (hereinafter referred to as “KENDALL COUNTY”) and the COUNTY OF KANE, Illinois, a local unit of government, (hereinafter referred to as “KANE COUNTY”) both organized and existing under the laws of the State of Illinois;

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

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

WHEREAS, the COUNTY OF KENDALL and the COUNTY OF KANE are units of local government within the meaning of Article 7 Section 1 of the Illinois Constitution of 1970; and

WHEREAS, the COUNTY OF KENDALL and the COUNTY OF KANE are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the COUNTY OF KANE and the COUNTY OF KENDALL are authorized to establish, support and maintain a detention home for the care and custody of delinquent minors (55 ILCS 75/1); and

WHEREAS, the COUNTY OF KENDALL is desirous of utilizing the available housing for juvenile detainees which the COUNTY OF KANE can provide;

WHEREAS, pursuant to the Juvenile Court Act, 705 ILCS 405/5, the CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT and the DESIGNATED COURT SERVICES STAFF (hereinafter, referenced as “AUTHORIZED KENDALL COUNTY OFFICIAL”) are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF KENDALL may expend tax receipts for detention services pursuant to an agreement with the COUNTY OF KANE (55 ILCS 75/9.3); and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the undersigned do agree to the following terms and conditions.

1. The foregoing recitals are incorporated herein as provision hereof.
2. The AGREEMENT commences upon date of approval and signature by KENDALL COUNTY and KANE COUNTY and will continue from date of signing to December 1, 2023.
3. HOUSING

3.1 KANE COUNTY agrees to provide temporary custody, specifically housing and detention services for minors authorized by KANE COUNTY, pursuant to the needs of KENDALL COUNTY, while remaining in compliance with all statutory requirements as delineated in Illinois Criminal Law and Procedures and the Illinois Juvenile Court Act. This includes NOT detaining status offenders and/or contempt of court offenders whose detainment originates from status offenses in accordance with the Juvenile Court Act.

3.2 It is agreed that KENDALL COUNTY shall utilize the current Kane County Juvenile Justice Center Detention Screening Instrument and Authorization form to authorize detainment. All housing provided by KANE COUNTY shall be at the Juvenile Justice Center located at 37W655 Route 38, St. Charles, Illinois.

3.3 In the event that a KENDALL County juvenile offender presents with a mental health or medical condition that may require specialized inpatient treatment, KANE COUNTY has the right to refuse intake for the minor until the minor is determined to be stabilized by a qualified mental health or medical professional, and whose aftercare or follow-up treatment is appropriate for detention in a juvenile facility, as more fully addressed in Section 7.4 in this Agreement.

4. COMMUNICATION BETWEEN KANE AND KENDALL COUNTY

4.1 Prior to admission, an AUTHORIZED KENDALL COUNTY OFFICIAL or sworn peace officer shall contact the Kane County Juvenile Justice Center for screening purposes and provide the following information if available:

- (a) A court order or a warrant authorizing the detention of the minor.
- (b) Any available health care information regarding the juveniles in custody. All health care information shall be provided to KANE COUNTY medical personnel in keeping with all applicable regulations and statutes.
- (c) Contact information for the detained minor's parent(s) and/or guardian(s).
- (d) Any information pertinent to ensuring the safety, security and welfare of the detained minor (e.g. alleged or underlying offense(s), criminal history, and immediate medical and/or mental health care issues).
- (e) Information regarding the date, time, and place of the detained minor's next court hearing.

4.2 The following ongoing information shall be exchanged between the Kane County Juvenile Justice Center and Kendall County:

- (a) KANE COUNTY shall provide KENDALL COUNTY with timely information, as soon as is practical thereafter, regarding any extraordinary or unusual occurrences involving any minor detained by

KENDALL COUNTY at the Kane County Juvenile Justice Center, including but not limited to: death, regardless of cause; escape or attempted escape; attempted suicide; serious injury to include accidental or self-inflicted; a medical emergency requiring emergency services outside of the Kane County Juvenile Justice Center; assaultive behavior by or toward the minor; ongoing or significant disregard for the rules and regulations of the Kane County Juvenile Justice Center by the minor; any incidents involving the minor which result in the filing of a police report or placement of the minor on individual programming.

(b) In the case of the escape or attempted escape of a KENDALL COUNTY minor prisoner confined in the Kane County Juvenile Justice Center, the Kane County Chief Judge's Office or the Kane County Juvenile Justice Center shall notify the Sheriffs of Kane and Kendall County promptly by telephone, so they may use all reasonable means to recapture the minor prisoner. The escape of a KENDALL COUNTY minor prisoner must be reported immediately by telephone to the Sheriff of Kendall County. The date of such escape and the return to custody must be reported in writing to the Sheriff of Kendall County within forty-eight (48) hours of said escape.

(c) KENDALL COUNTY shall provide KANE COUNTY with information on any upcoming court hearings and/or scheduled release dates for any minors detained by KENDALL COUNTY.

(d) KENDALL COUNTY shall provide KANE COUNTY at the time of detainment authorization any known information regarding serious mental health information or dangerous behavioral concerns to staff or others for any minors detained by KENDALL COUNTY.

5. SCOPE OF DETENTION SERVICES: KANE COUNTY shall provide minors with detention services as provided for in the Juvenile Court Act of 1987 (705 ILCS 405), all other governing statutes, and all detention regulations promulgated by the Illinois Department of Juvenile Justice. Services offered to minors housed for KENDALL COUNTY shall be commensurate to services offered to all other minors housed by KANE COUNTY.

6. TRANSPORTATION OF MINORS

An AUTHORIZED KENDALL COUNTY OFFICIAL, or the appropriate arresting agency's designated law enforcement official, pursuant to the established policies of KENDALL COUNTY, shall provide for transportation of minors to and from KANE COUNTY for initial admission. Thereafter, an AUTHORIZED KENDALL COUNTY OFFICIAL shall provide transportation of minors to and from KANE COUNTY for scheduled off-site health care services, court-ordered furloughs, IDJJ commitments, residential placement dispositions and court hearings. Yet, in the case of non-scheduled off-site medical care services, such as emergency hospital care, KANE COUNTY shall provide such transportation as is necessary for the juvenile to receive such care. For the expense and staffing of such trip, KENDALL COUNTY shall compensate KANE COUNTY a flat fee of

\$180.00 per detainee per round-trip for such non-scheduled off-site medical services for transports lasting less than three (3) hours. For transports in excess of three (3) hours, KENDALL COUNTY shall compensate KANE COUNTY a flat fee of \$180.00 plus \$56 per hour exceeding three (3) hours for off-site staffing coverage for the combined cost of two (2) mid-level youth counselors. KENDALL COUNTY is custodian of the minor when providing transportation. Except for emergency situations, an AUTHORIZED KENDALL COUNTY OFFICIAL will provide notice to KANE COUNTY one day prior to any transport.

7. HEALTH CARE SERVICES

7.1 KANE COUNTY shall provide basic health care services (e.g. dispensing non-specialty prescribed medications, nursing care for minor injuries and illness, counseling for mental health concerns, and examination as needed by medical doctor and psychiatrist) to minors housed for KENDALL COUNTY in keeping with services made available to other minors housed in KANE COUNTY.

7.2 The parent(s)/guardian(s)/minor's medical insurance shall pay for any health care services received at a facility outside of the Kane County Juvenile Justice Center and this includes any emergency health care services deemed necessary by KANE COUNTY. The parent(s)/guardian(s)/minor's medical insurance shall pay for any specialty prescribed medications. With the assistance of KENDALL COUNTY, KANE COUNTY shall coordinate with the parent(s) or guardian(s) to obtain insurance information. In the event the minor is not covered by medical insurance, KENDALL COUNTY shall be responsible and bear any and all expenses arising from any specialty prescribed medications or medical services provided to the minor at a facility outside of the Kane County Juvenile Justice Center. As between KANE COUNTY and KENDALL COUNTY, KENDALL COUNTY shall become the responsible party and bear any and all payments of outstanding medical bills but shall retain any rights it may have to seek reimbursement from the minor, the minor's parent(s)/guardians(s), any insurance carrier, or any other responsible party.

7.3 In the event a minor detained for KENDALL COUNTY is admitted for hospitalization for emergency health care services, or will exceed three (3) hours in the emergency department, KANE COUNTY will notify the AUTHORIZED KENDALL COUNTY OFFICIAL (or other person authorized by the Chief Judge of the Circuit Court for the Twenty-Third Judicial Circuit). In such an emergency situation, KENDALL COUNTY shall compensate KANE COUNTY as described in Section 6 above. If the minor is admitted to a local Kane County hospital, KENDALL COUNTY will provide staff to remain at the hospital during hospitalization. KENDALL COUNTY shall obtain a court order releasing the minor from Kane County's custody for the duration of the minor's hospitalization and obtain a separate order returning the minor to Kane County's custody upon the minor's release from the hospital. KENDALL COUNTY is responsible for coordinating security arrangements with the facility's security department. If the minor is assessed or hospitalized at a non-local mental health hospital, KENDALL COUNTY shall compensate KANE COUNTY for the transport as described in section 6.1 above.

7.4 The parties agree that the intent of juvenile detention is to house delinquent minors pending court proceedings; it is not to be used in lieu of treatment for minors in need of mental health treatment such as psychological services or specialized medical care. Minors who require mental health treatment at a level of care higher than an outpatient setting are not appropriate for detention. These minors will need to obtain the proper treatment in the appropriate medical or mental health care facility and be medically and/or psychologically stable before they are accepted for detention. Should a minor be deemed in need of inpatient mental health care services, specialized medical care or in need of services outside the scope of juvenile detention, as determined by a Licensed Practitioner of the Healing Arts with a valid clinical license in the state of Illinois, Kane County will require that the minor be removed from the facility within 72 hours, with all costs of transportation assumed by Kendall County. Should the minor not be removed within 72 hours, Kendall County agrees to pay a per diem rate of \$500/day in consideration for increased level of care required for the subject minor.

8. FEES AND PAYMENT

8.1 As consideration for the foregoing, KENDALL COUNTY agrees to provide compensation to KANE COUNTY in the amount of \$135.00 per day, per minor for occupied detention beds. KANE COUNTY shall provide an invoice to KENDALL COUNTY by the tenth day of the month reflecting services provided during the previous month. KENDALL COUNTY shall remit payment within 60 days after receipt of such invoice.

9. INDEMNIFICATION

9.1 KANE COUNTY shall be responsible for and shall indemnify, defend with counsel of KENDALL COUNTY's own choosing, and hold harmless KENDALL COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by KANE COUNTY, the confinement of any KENDALL COUNTY juvenile at the KANE COUNTY Juvenile Justice Center, and any practice, policy, rule, regulation, act or omission of KANE COUNTY, or any officers, agents, employees, or servants, relating to the custody, care, supervision, transport of any KENDALL COUNTY minor in the custody of KANE COUNTY or relating to the maintenance of KANE COUNTY property or premises, to the fullest extent authorized by law.

KENDALL COUNTY shall be responsible for and shall indemnify, defend with counsel of KANE COUNTY's own choosing, and hold harmless KANE COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by KENDALL COUNTY or suits brought by, or on behalf of, any KENDALL COUNTY minor housed pursuant to this Agreement, arising out of any practice, policy, rule, regulation, act or omission of KENDALL COUNTY, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any KENDALL COUNTY minor

while in the custody of KENDALL COUNTY, to the fullest extent authorized by law.

It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of KANE COUNTY or their agents or employees which may result from the presence of KENDALL COUNTY juveniles during contractual incarceration shall be the sole responsibility of KANE COUNTY.

KANE COUNTY agrees that it shall maintain general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each occurrence with \$10,000,000 million in aggregate and comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit. KANE COUNTY's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by KANE COUNTY or KANE COUNTY's employees. KANE COUNTY's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. Certificates of such insurance detailing the coverage therein shall be available to the County of KENDALL upon execution of this Agreement.

Alternatively, a self-insurance reserve of \$2 million with excess coverage of \$30 million is acceptable if KANE COUNTY self-insures.

9.2 Neither party waives its immunities or defenses, whether statutory or common law by reason of these indemnification provisions.

10. EFFECTIVE DATE, AMENDMENT, MODIFICATION AND RENEWAL: This AGREEMENT shall become effective upon the date of acceptance by all parties hereto. However, the rates pursuant to Section 8.1 shall not be charged until after December 1, 2020. This AGREEMENT may be amended with written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal. This AGREEMENT may be cancelled by any party hereto upon sixty (60) days written notice to all parties.
11. APPLICABLE LAW: This AGREEMENT shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be the Sixteenth Judicial Circuit, State of Illinois.
12. FINAL AGREEMENT OF PARTIES: This writing constitutes the final expression of the agreement of the parties. It is intended as a complete and exclusive statement of the terms of this AGREEMENT, and it supersedes all prior and concurrent promises, representation, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. No modification or termination of this AGREEMENT shall be binding upon the parties hereto unless the same is in writing and appropriately executed.

13. NOTICES: Any Notice given pursuant to a preceding Section of this AGREEMENT shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page hereof or to such other address as the parties may designate in writing from time to time. In the case of notice to KENDALL COUNTY, any notice shall also be sent to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. In the case of notice to KANE COUNTY, any notice shall also be sent to Kane County State's Attorney, 100 South Third Street, 4th Floor, Geneva, IL 60134.
14. AUTHORIZATION: KENDALL COUNTY and KANE COUNTY represent that all necessary acts have been taken to authorize and approve this AGREEMENT in accordance with applicable law and this AGREEMENT, when executed by the parties hereto, shall constitute a binding obligation of KENDALL COUNTY and KANE COUNTY, legally and enforceable at law and equity against both.
15. SEVERABILITY CLAUSE: If any provision of this AGREEMENT is held to be invalid, that provision shall be stricken from this AGREEMENT and the remaining provisions shall continue in full force and effect to the fullest extent possible.
16. RULES AND REGULATIONS: It is agreed by and between the parties hereto that KENDALL COUNTY minor prisoners confined to the KANE COUNTY Juvenile Justice Center facility pursuant to this Agreement are subject to the rules and regulations of the KANE COUNTY Juvenile Justice Center facility and the privileges or restrictions attaching thereto, and are subject to no other rules and regulations or the granting of any privileges attaching to the KENDALL COUNTY Jail.
17. NON DISCRIMINATION: KANE COUNTY agrees that no KENDALL COUNTY minor prisoner confined in the KANE COUNTY Juvenile Justice Center facility under the terms of this contract shall on the grounds of age, gender, race, color, religion or national origin be subjected to discrimination in any manner relating to their confinement.
18. P.R.E.A. Compliance: As of the date of execution of this AGREEMENT, the KANE COUNTY Juvenile Justice Center Superintendent has adopted and the KANE COUNTY Juvenile Justice Center is in substantial compliance with the national standards to prevent, detect, and respond to sexual abuse and sexual harassment as outlined in the applicable provisions of the Prison Rape Elimination Act (P.R.E.A.) 28 C.F.R. Parts 115.5 through 28 C.F.R. 115.405 including monitoring to ensure compliance with said standards.
19. EXECUTION: This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of KENDALL COUNTY and the KANE COUNTY.

KANE COUNTY

Chairman, Kane County Board
719 S. Batavia Avenue
Geneva, Illinois 60134

Date: _____

KENDALL COUNTY

Chairman, Kendall County Board
Kendall County Office of Administrative Services
111 W. Fox Street
Yorkville, Illinois 60560

Date: _____