

**KENDALL COUNTY BOARD AGENDA
JUNE REGULAR MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, June 18, 2019 at 9:00 a.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of County Board Minutes from May 21, 2019
5. Approval of Agenda
6. Special Recognition
 - A. Juvenile Justice Council Scholarship Winners
7. Public Comment
8. Executive Session
9. Old Business
10. New Business
 - A. Appointment – Scott Gengler – Kendall County Board – Term Expiring November 30, 2020
 - B. Approval of Release of Claims in an amount of \$500 for settlement of all claims in *Joshua Orlando Scott v. Jennings et al.*, case number 18-CV-5460, pending in the U.S. District Court for the Northern District of Illinois
11. Elected Officials Report and Other Department Reports
 - A. Sheriff
 - B. County Clerk
 - C. Treasurer
 - D. Clerk of the Court
 - E. State’s Attorney
 - F. Coroner
 - G. Health Department
 - H. Supervisor of Assessments
12. Standing Committee Reports
 - A. Planning, Building & Zoning
 1. Approval of Petition 19-13-Request from the Kendall County Regional Planning Commission for Text Amendment to Sections 4.06 and 4.07 of the Kendall County Zoning Ordinance by Allowing Research and Development Related Home Occupations to be Conducted Outside of a Dwelling or Permitted Accessory Structure and Adding the Phrase “Unless Otherwise Permitted by Law” to the End of Section 4.06.f and Section 4.07.g
 2. Approval of Petition 19-22-Request from the Kendall County Planning, Building and Zoning Committee to Amend the Fee Schedule of the Kendall County Planning, Building and Zoning Department by Establishing a Deposit and Rental Terms for the 2012 National Rifle Association Range Source Book
 - B. Administration/HR
 1. Approval of Cable Television Franchise Agreement by and between the County of Kendall, Illinois and Comcast of Illinois XIII, L.P.
 2. Approval of Pitney Bowes SendPro P1500 Mailing system 60-month Contract for County Office Building in the Amount of \$497.66 per Month
 3. Approval of Agreement Between Kendall County and GIS Inc. for a 30 Hour Support Block in an amount not to exceed \$5,000
 4. Approval of Kendall County Administrative Services Organizational Chart
 5. Approval of GIS/Cadastral Specialist Job Description
 6. Approval of Ordinance Amending Article IV of the Kendall County Board Rules of Order Pertaining to Agenda
 - C. Highway
 1. Approve Ordinance establishing an altered speed limit of 50 MPH on Van Emmon Road beginning ¼ mile east of Woodland Drive and extending easterly to Illinois Route 71.
 2. Approve Preliminary Engineering Services Agreement between Kendall County and Crawford, Murphy & Tilly, Inc. to provide a feasibility study of the intersection of Galena Road, Kennedy Road and Mill Road at a cost not-to-exceed \$20,000; said funds to be taken from the Transportation Sales Tax Fund.

- D. Finance
 - 1. Approve Claims in an amount not to exceed \$ 880,700.22 and additional Petit Juror Claims for May 2019 in an amount not to exceed \$264.16
 - 2. Approval of Bond Refinancing for G.O. Bonds Series 2010 and Series 2011
- E. Animal Control
 - 1. Approval of Animal Control Fees Ordinance
- F. Standing Committee Minutes Approval
- 13. Special Committee Reports
 - A. VAC
 - B. Kencom
 - C. UCCL, Other State Associations and Organizations
 - D. Historic Preservation
 - E. Juvenile Justice Council
- 14. Other Business
- 15. Chairman's Report

Appointments

Scott Gengler – Kendall County Planning Building and Zoning Committee – Term Expiring November 30th 2020

Scott Gengler – Kendall County Administration and Human Resources Committee (Replacing Scott Gryder) – Term Expiring November 30th 2020

Scott Gengler – Kendall County Animal Control Committee – Term Expiring November 30th 2020

Scott Gengler – Kendall County Labor & Grievance Committee – Term Expiring November 30th 2020

Scott Gengler – Kendall County Health & Environment Committee – Term Expiring November 30th 2020

Scott Gryder – Kendall County Finance Committee – Term Expiring November 30th 2020

Matthew Kellogg – Kendall County Finance Committee Chairman – Term Expiring November 30th 2020

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

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

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
May 21, 2019**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, May 21, 2019 at 9:00 a.m. The Clerk called the roll. Members present: Amy Cesich, Elizabeth Flowers, Audra Hendrix, Matt Kellogg, Matt Prochaska, and Robyn Vickers. Members absent: Tony Giles, Judy Gilmour and Scott Gryder.

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

THE MINUTES

Member Kellogg moved to approve the submitted minutes from the Adjourned County Board Meeting of 4/16/19. Member Vickers seconded the motion. Vice Chairman Cesich asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Member Prochaska asked to amend the agenda, moving item 12 A 1 to before 6 A.
Member Prochaska moved to approve the amended agenda. Member Flowers seconded the motion. Vice Chairman Cesich asked for a voice vote on the motion. All members present voting aye. Motion carried.

SPECIAL RECOGNITION

Historic Preservation Award

The Chapel on the Green was presented with a Historic Preservation Award. Vice Chairman Cesich provided information on the Chapel on the Green.

Deputy Commander Joe Gillespie

Deputy Commander Joe Gillespie was honored for his years of service. Members and Officials spoke of Mr. Gillespie's accolades.

BREAK

RECONVENE

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Baird did not have a report.

County Clerk

Revenue Report	4/1/19-4/30/19	4/1/18-4/30/18	4/1/17-4/30/17
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Line Item	Fund	Revenue	Revenue	Revenue
County Clerk Fees		\$707.00	\$739.50	\$701.00
County Clerk Fees - Marriage License		\$1,320.00	\$1,200.00	\$1,050.00
County Clerk Fees - Civil Union		\$0.00	\$0.00	\$0.00
County Clerk Fees - Misc		\$1,803.50	\$1,797.00	\$1,337.00
County Clerk Fees - Recording		\$24,460.00	\$24,190.00	\$24,097.00

Co Board 5/21/19

01010061205	Total County Clerk Fees	\$28,290.50	\$27,926.50	\$27,185.00
01010001185	County Revenue	\$42,870.25	\$31,164.75	\$32,860.00
38010001320	Doc Storage	\$14,254.00	\$14,662.50	\$14,131.00
51010001320	GIS Mapping	\$24,074.00	\$24,750.00	\$23,788.00
37010001320	GIS Recording	\$3,010.00	\$3,096.00	\$2,970.00
01010001135	Interest	\$18.24	\$18.48	\$20.97
01010061210	Recorder's Misc	\$3,125.25	\$4,031.25	\$3,573.50
81010001320	RHSP/Housing Surcharge	\$12,726.00	\$13,311.00	\$12,618.00
37210001575	Tax Certificate Fee	\$1,280.00	\$1,200.00	\$1,640.00
37210001576	Tax Sale Fees	\$40.00	\$25.00	\$30.00
37210001577	Postage Fees	\$0.00	\$0.00	\$0.00
CK#18698	To KC Treasurer	\$129,688.24	\$120,185.48	\$118,816.47

Treasurer

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

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR FIVE MONTHS ENDED 04/30/2019

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2019 YTD Actual</u>	<u>2019 YTD %</u>	<u>2018 YTD Actual</u>	<u>2018 YTD %</u>
Personal Property Repl. Tax	\$370,000	\$155,790	42.11%	\$159,667	39.92%
State Income Tax	\$2,221,490	\$993,979	44.74%	\$948,769	38.41%
Local Use Tax	\$685,000	\$349,868	51.08%	\$301,384	47.84%
State Sales Tax	\$550,000	\$236,419	42.99%	\$236,555	43.01%
County Clerk Fees	\$325,000	\$115,789	35.63%	\$132,021	33.01%
Circuit Clerk Fees	\$800,000	\$241,797	30.22%	\$274,282	32.27%
Fines & Foreits/St Atty.	\$325,000	\$79,686	24.52%	\$116,080	30.55%
Building and Zoning	\$68,000	\$26,051	38.31%	\$30,976	47.66%
Interest Income	\$150,000	\$123,602	82.40%	\$76,275	88.18%
Health Insurance - Empl. Ded.	\$1,265,420	\$464,190	36.68%	\$456,294	35.11%
1/4 Cent Sales Tax	\$3,105,000	\$1,284,579	41.37%	\$1,267,408	42.96%
County Real Estate Transf Tax Co Board 5/21/19	\$425,000	\$140,599	33.08%	\$146,830	33.37%

Federal Inmate Revenue	\$1,618,750	\$645,825	39.90%	\$642,712	77.23%
Sheriff Fees	\$177,340	\$70,457	39.73%	\$75,500	30.82%
TOTALS	\$12,086,000	\$4,928,631	40.78%	\$4,864,753	41.94%
Public Safety Sales Tax	\$5,220,000	\$2,266,475	43.42%	\$2,202,012	43.45%
Transportation Sales Tax	\$5,000,000	\$2,266,475	45.33%	\$2,202,012	46.36%

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

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

Clerk of the Circuit Court

Clerk of the Circuit Court Robyn Ingemunson stated that they are meeting with the Union to go over wages. Ms. Ingemunson has been appointed to the Finance Committee for the Circuit Clerk's Association.

State's Attorney

State's Attorney Eric Weis did not have a report.

Coroner

Description	**	Month: April (FY 2019)	Fiscal Year-to-Date	April 2018
Total Deaths		21	119	20/122
Natural Deaths		20	114	18/115
Accidental Deaths	**	1	1	0
Pending		0	0	2
Suicidal Deaths		0	3	0
Homicidal Deaths		0	0	0
Undetermined		0	1	0
Toxicology		2	8	3
Autopsies		2	8	3
Cremation Authorizations		11	67	15/75

Scenes Responded to:	Transported by Coroner's Office:	External Examinations:
4	3	2
** Accidental - April 11, 2019, 33-year-old, white, male, Newark, Fentanyl Intoxication		

PERSONNEL/OFFICE ACTIVITY:

- On April 3, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death.
- On April 8-10, Coroner Purcell attended the Illinois Association of County Officials to meet with the Illinois County Coroners working group.
- On April 9, Coroner's staff facilitated a tissue donation to Eversight of Illinois and Gift of Hope.
- On April 18, Chief Deputy Coroner Gotte provided a new-hire orientation to a Sheriff's Office patrol deputy.
- On April 25, Chief Deputy Coroner Gotte gave a tour of the Kendall County Morgue to 3 members of the public.
- There were a total of 32 community service hours served throughout the month of April.

FINANCIAL ACTIVITY:

- EXPENSES
 - General Budget Total Expenses: \$1,153.98
 - SUDORS Grant Expenditures: \$47.87
 - Death Certificate Surcharge Expenditures: \$56.99
 - Special Fees Expenditures: \$0.00

2. REVENUE

1. Special Fees Revenue: \$450.00

Health Department

Dr. Tokars provided the board with information on breast cancer awareness. The Solid Waste Planning meeting will be on May 28, 2019.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti stated that the Farmland Review Committee will be having the annual meeting on May 30, 2019 to approve the assessments for farmland.

STANDING COMMITTEE REPORTS

Planning, Building and Zoning

NPDES Annual Report

Member Prochaska moved to approve the Annual Facility Inspection Report for NPDES Permit for Stormwater Discharges from Separate Storm Sewer Systems (MS4); Filing Fee of \$1,000 to be paid from Planning, Building and Zoning Department's NPDES Permit Fee Line Item (010-2-002-6367). Member Hendrix seconded the motion. Vice Chairman Cesich asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

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

Petition 19-20

Member Prochaska moved to approve Petition 19-20 request from the Kendall County Planning, Building and Zoning Committee to repeal and replace Kendall County's Junk and Debris Ordinance. Member Kellogg seconded the motion. Vice Chairman Cesich asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 19-12 is available in the Office of the County Clerk.

Law, Justice & Legislation

Invitation to Bid

Member Prochaska moved to approve the Sheriff's Office to issue invitation to bid for food service. Member Hendrix seconded the motion.

Commander Richardson explained that the length of the term on page 2 was changed after it was previously presented at LJJ.

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

Agreement with United States Marshall's Office

Member Prochaska moved to approve the amendment to the agreement with the United States Marshall's Office to provide housing for Federal inmates. Member Hendrix seconded the motion.

Sheriff Baird stated that they have been negotiating with the US Marshall's Office on the contractual rate; the rate will increase for the next contract. Sheriff Baird said that they are on track to come in at \$2 million for housing outside inmates, this goes to helping pay the bond payment.

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

Mutual Aid Agreement

Member Prochaska moved to approve the resolution authorizing the execution of a Mutual Aid Agreement with the Illinois Coroners and Medical Examiner's Association. Member Hendrix seconded the motion. Vice Chairman Cesich asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 19-21 is available in the Office of the County Clerk.

Administration/HR

GIS Cloud

Member Vickers moved to approve the GIS cloud readiness assessment contract in an amount not to exceed \$5,000. Member Kellogg seconded the motion.

State's Attorney Eric Weis stated that this was not sent to the State's Attorney's Office for legal review. Mr. Weis let the board know that if they are sued for this it will be in the State of Alabama and they will also indemnify them. They will be giving up the right to court it will all be by arbitration. It is not the recommendation of the State's Attorney's Office for it to be approved as it stands.

Member Vickers withdrew the motion to approve the GIS cloud readiness assessment contract in an amount not to exceed \$5,000. Member Kellogg withdrew the second to the motion.

Release of Executive Session Minutes

Member Vickers moved to approve the release of Admin/HR Executive Session minutes from August 28, 2018. Member Flowers seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Highway

Preliminary Engineering Agreement – Caton Farm Road

Member Kellogg moved to approve the Preliminary Engineering Services Agreement with Willett Hofmann & Associates, Inc. for a bridge replacement on Caton Farm Road over Aux Sable Creek in an amount not to exceed \$142,421.28; said funds to be taken out of the County Bridge Fund. Member Vickers seconded the motion. Vice Chairman Cesich asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 19-20 is available in the Office of the County Clerk.

Preliminary Engineering Agreement – Chicago Road

Member Kellogg moved to approve the Preliminary Engineering Services Agreement with Patrick Engineering, Inc. to design a storm sewer system along Chicago Road in Plattville, IL in an amount not to exceed \$47,499.73; said funds to be taken out of the Transportation Sales Tax Fund. Member Hendrix seconded the motion. Vice Chairman Cesich asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 19-21 is available in the Office of the County Clerk.

Facilities

Animal Control Facility Upgrade

Member Kellogg moved to approve the engineering proposal from Healy Bender for the Animal Control Facility Upgrade in an amount not to exceed \$16,000.00. Member Vickers seconded the motion. Vice Chairman Cesich asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 19-22 is available in the Office of the County Clerk.

Public Safety Center Update

Facilities Director Jim Smiley updated the board on the H.V.A.C. system; original project budget \$699,108, the board approved the amount not to exceed \$769,019 with a 10% contingency factor. They applied for two ComEd grants in the amounts of \$14,586 and \$13,750. A change order for control update in the amount of \$20,768. The total committed to is \$719,876 with the awards of \$28,368 the project total is \$691,090. The chiller is being checked out and possibly up and running today.

The solar field has been approved.

Finance

CLAIMS

Member Kellogg moved to approve the claims submitted in the amount not to exceed \$1,653,641.47. Member Prochaska seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$30,515.79, B&Z \$2,026.10, CO CLK & RCDR \$259.32, ED SRV REG \$6,247.84, SHRFF \$25,779.22, CRRCTNS \$47,365.54, MERIT \$3,170.52, EMA \$1,126.65, CRCT CT CLK \$110.57, JURY COMM \$283.45, CRCT CT JDG \$6,324.00, CRNR \$1,128.65, CMB CRT SRV \$6,079.51, PUB DFNDR \$1,586.75, ST ATTY \$3,346.53, CO TRSR \$19.72, UNEMPLY CMP \$1,239.00, EMPLY HLTH INS \$2,622.50, OFF OF ADM SRV \$305.60, CO BRD \$1,223.25, TECH SRV \$18,188.16, PRPRTY TX SRV \$15,725.53, FAC MGT UTLTS \$8,699.56, ECON DEV \$150.00, CAP IMPRV \$18,198.26, LIABIL INS \$12,250.00, CO HWY \$51,060.19, CO BRDG \$32,721.91, TRNSPRT SALES TX \$55,312.61, HLTH & HMN SRV \$127,065.79, FRST PRSRV \$377.09, ELLIS HS \$595.06, ELLIS BRN \$212.54, ELLIS GRNDS \$643.10, ELLIS CMPS \$184.00, ELLIS RDNG LSSNS \$757.31, ELLIS BDAY PRITIES \$224.00, ELLIS PUB PRGMS \$84.23, ELLIS OTHR RNTLS \$120.00, HOOVER \$3,053.27, ENV ED SCHL \$216.86, ENV ED NTRL BGNNGS \$53.25, ENV ED OTHR PUB PRGMS \$148.41, ENV ED LWS OF NTR \$35.91, GRNDS & NTRL RSCS \$3,910.94, PCKRLL PGTT FP \$158.15, ANML CNTRL EXPND \$305.84, ANML MED CR FND \$22.00, ANML CNTRL EXPS \$2,520.78, CO RCDR DO STRG \$187.85, DRG ABS EXP \$3,807.00, HIDTA \$69,738.54, SHRFF RNG FND \$1,815.32, CMSRY FND \$6,205.17, K9 DNTNS \$499.27, SCAAP GRNT FND \$3,918.57, CRT SEC FND \$373.92, LAW LBRY FND \$2,998.08, JVNL JSTC CNCL \$1,000.00, CRT AUTOMA \$37,462.64, PRBTN SRV \$15,628.50, KC DRG CT FND \$2,569.21, ST ATTY DRG ENFRC EXP \$1,129.59, GIS \$35.50, KAT \$5,221.00, ADMIN DBT SRV \$56,127.50, JAIL EXP BND DBT \$88,700.00, ENG/CNSLTG ESCRW \$839.48, PUB SFTY \$411,653.66, SHRFF FTA FND \$3,018.47, CO ANML POP CNTL \$539.50, VAC \$2,287.60, FP BND PRCDs '07 \$24,729.84, CTHS DBT SRV \$419,400.00

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

Clerk of the Circuit Court Fees

Member Kellogg moved to approve the ordinance establishing civil fees and criminal and traffic assessments to be charged by the Clerk of the Circuit Court. Member Hendrix seconded the motion. Vice Chairman Cesich asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 19-13 is available in the Office of the County Clerk.

Release of Executive Session Minutes

Member Vickers moved to approve the release of Finance Executive Session minutes from September 13, 2018 and May 16, 2019. Member Hendrix seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Committee of the Whole

Release of Executive Session Minutes

Member Prochaska moved to approve the release of COW Executive Session minutes from October 11, 2018 and May 16, 2019. Member Hendrix seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

STANDING COMMITTEE MINUTES APPROVAL

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

SPECIAL COMMITTEE REPORTS

KenCom

Member Prochaska stated that the next meeting is May 23, 2019.

UCCI, Other State Associations and Organizations

Member Prochaska stated that the UCCI conference is July 21-23. ISACo meets on June 14, 2019. NACO convention July 11-16.

Historic Preservation

Member Flowers said they are working on the ordinance.

Juvenile Justice Council

State's Attorney Weis said the run in April was very successful and they had the most number of runners this year.

OTHER BUSINESS

State's Attorney Weis announced the Open Meetings Act training is scheduled for September 19, 2019 at 5:30 pm.

Member Prochaska stated that the SEMAP score for the Housing Authority was updated to 135 of 135.

Chairman's Report

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

Appointments

Terry Olson – KenCom Executive Board (Oswego Police Alternate)
Melissa Maye – Historic Preservation Commission – 3 year term – expires May 2022
Karin McCarthy-Lange – Regional Plan Commission (Oswego Township) – 3 year term – expires 2022
Brian DeBolt (reappointment) – Little Rock Fox Fire Protection District – Expires April 2020

ADJOURNMENT

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

Approved and submitted this 28th day of May, 2019.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

RELEASE OF CLAIMS

This release of claims (hereinafter "Release") is made and entered into by Joshua Orlando Scott ("Plaintiff").

RECITALS

There is presently pending in the U.S. District Court for the Northern District of Illinois, a lawsuit known as *Scott v. Baird, et al.*, case no. 18-CV-05460 against defendants Dwight Baird, the Sheriff of Kendall County, Illinois, and Sabrina Jennings, the former jail administrator of Kendall County Jail.

Hereinafter, the lawsuit is referred to as "Lawsuit;" the defendants are collectively referred to as "Defendants;" Kendall County, Illinois as "the County;" Plaintiff, Defendants, and the County collectively as the "Parties" and each as a "Party."

The Parties determined that to avoid the uncertainty, expense, burden, and delay associated with further litigation it is in their individual and mutual interest to settle all claims arising out of or related in any way to the subject matter of the pending Lawsuit.

The Parties negotiated directly and reached a binding settlement on \$500.00 on the terms contained in this Release.

In consideration of the mutual covenants and promises contained herein, Plaintiff expressly agrees as follows:

RELEASE

- 1. Recitals.** The foregoing Recitals are incorporated herein by reference and made a part hereof.
- 2. Dismissal of Lawsuit.** Plaintiff agrees to execute a Stipulation of Dismissal and take any other action necessary to dismiss the Lawsuit with prejudice, with each Party to bear his, her, or its own costs and attorneys' fees. The Defendants' attorney will file the stipulation to dismiss with the court only after the payment is made in accordance with paragraph 4.
- 3. Release of Claims by Plaintiff.** In exchange for the sole monetary consideration set forth in paragraph 4, Plaintiff himself and on behalf of his respective heirs, representatives and assigns, agrees to release, waive and forever discharge the County, Defendants, and all of their respective officers, directors, agents, former and current employees, attorneys, third-party administrators, indemnitees, successors, beneficiaries,

representatives, special representatives, heirs, executors, trustees, distributees, and any of their primary and excess insurers (collectively, "Releasees") from any and all existing or potential claims, liabilities, actions, causes, rights, costs, loss of services, expenses, compensation, debts, sums of money, covenants, contracts, agreements, promises, damages, controversies, judgments, and demands whatsoever in law or in equity, known or unknown, which Plaintiff has, has had, or may have had against the Releasees arising out of or related in any way to the subject matter of the pending Lawsuit.

Plaintiff agrees that this Release covers claims and causes of action for any form of damages, whether compensatory, punitive, statutory, or otherwise, and includes claims and causes of action for all forms of costs, fees (including attorney's fees), or expenses, which have accrued before the date of the execution of this Release. Plaintiff also acknowledges that this Release covers and bars any and all potential state or federal claims, causes of action, or legal theories, whether brought under statute or common law, arising out of or related in any way to the subject matter of the pending Lawsuit, which have been brought or which could have been brought, regardless of whether Plaintiff discovers additional facts or legal theories after the execution of this Release.

4. Payment. In consideration for the agreements and releases set forth herein, the County (or its insurer), through its attorney, shall tender to Plaintiff a total sum of \$500 (Five Hundred Dollars) within one week after both of the following events occur: (1) receipt of the signed Release and Stipulation of Dismissal from Plaintiff by the County's attorney, and (2) final ratification of this settlement by the Board of Knox County, Illinois, at their next regularly scheduled meeting. The County Board usually meets on the third Tuesday of every month. The next scheduled meeting of the County Board is on June 18, 2019. The payment shall be made by check payable to "Joshua O. Scott." The County (or its insurer), through their attorney, shall tender the payment check by mail via the United States Postal Service to Joshua O. Scott, # M08457 at Illinois River Correctional Center, P.O. Box 999, Canton, IL 61520. Upon sending the check by mail, payment will be deemed received by Plaintiff and the County's obligation to pay under this Release shall be considered satisfied.

5. Representations and Warranties. In agreeing to enter into this Release, the Plaintiff expressly represents and warrants that he has full authority to execute this Release on behalf of himself. Plaintiff warrants that he has made no assignment of any of these rights, claims, or matters released herein to anyone, including any family member of his or other persons who may make a claim against any of the Releasees or

their agents and employees for monies spent on their behalf in connection with this Release.

5. No Admission to Any Claim or Defense. Plaintiff understands and agrees that this settlement is the compromise of disputed claims, and that this settlement and the payment made are not to be construed as an admission of liability or wrongdoing on the part of the County, Defendants, or any of the other Releasees. The County, Defendants and other Releasees continue to deny any and all liability or wrongdoing with respect to the subject matter of the Lawsuit, and intend merely to avoid further litigation costs in this matter. Plaintiff correspondingly denies all affirmative defenses asserted against him.

6. Indemnification. Plaintiff acknowledges that no representation has been made by the Releasees as to the appropriate tax treatment of any payments made to Plaintiff under this Release. Further, Plaintiff agrees that he shall be solely responsible for, and promise and agree to pay, any income or other taxes, interest or penalties owed by Plaintiff with respect to the payments referred to in this Release, and will indemnify and hold harmless the Releasees from and against any interest, penalties or taxes as a result of Plaintiff's failure to report and pay any taxes due on any payment.

Further, Plaintiff agrees to indemnify and hold harmless the Releasees from any and all costs, fees, liens, bills, expenses, liabilities, and losses, which might be incurred as a result of any outstanding medical bills or expenses or rights of reimbursements arising out of the Lawsuit, including but not limited to liens asserted by Medicare or Medicaid. The Plaintiff declares that he will hold harmless and indemnify the Releasees from any and all costs, fees, liabilities and losses which might be incurred by indemnitees as a result of any outstanding liens (medical or otherwise) or rights of reimbursements arising out of the Lawsuit.

7. Successors and Assigns. This Release and the terms, covenants, conditions, provisions, obligations, undertakings, rights and benefits hereto shall inure to the benefit of the Parties, and their respective agents, heirs, executors, administrators, representatives, employees, successors and assigns.

8. Attorneys' Fees and Costs. Each Party shall bear its own attorneys' fees and costs in connection with the Lawsuit, the settlement of the Lawsuit, any of the other claims released herein, and this Release.

9. Governing Law. This Release is to be construed in accordance with the laws of the State of Illinois.

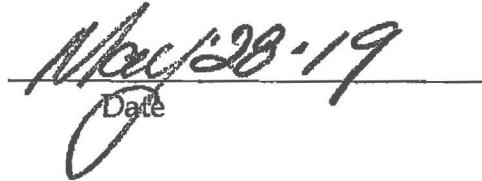
10. Copies deemed authentic. Facsimiles and electronically transmitted copies of this executed Release, including copies in pdf format, shall be deemed to be authentic and valid.

Plaintiff Joshua Orlando Scott, by execution of this Release, represents that he has read the entire document before affixing his initials and signature thereto, that he fully understands the terms and conditions of this Release and is voluntarily and freely executing this Release in consideration of the mutual covenants and promises made therein, and that no additional promises, consideration, or payment has been promised to him for executing and signing this Release.

EXECUTED:



Joshua Orlando Scott



Date

Kendall County Clerk				
Revenue Report		5/1/19-5/31/19	5/1/18-5/31/18	5/1/17-5/31/17
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$ 787.50	\$ 747.50	\$ 816.50
	County Clerk Fees - Marriage License	\$ 1,950.00	\$ 1,950.00	\$ 1,680.00
	County Clerk Fees - Civil Union	\$ -	\$ -	\$ -
	County Clerk Fees - Misc	\$ 1,663.50	\$ 2,096.00	\$ 2,027.00
	County Clerk Fees - Recording	\$ 26,878.00	\$ 24,833.00	\$ 27,995.00
01010061205	Total County Clerk Fees	\$ 31,279.00	\$ 29,626.50	\$ 32,518.50
01010001185	County Revenue	\$ 41,017.00	\$ 42,949.00	\$ 38,889.25
38010001320	Doc Storage	\$ 15,676.50	\$ 14,931.50	\$ 16,488.50
51010001320	GIS Mapping	\$ 26,468.00	\$ 25,215.00	\$ 27,754.00
37010001320	GIS Recording	\$ 3,310.00	\$ 3,153.00	\$ 3,464.00
01010001135	Interest	\$ 16.17	\$ 24.74	\$ 24.80
01010061210	Recorder's Misc	\$ 3,539.00	\$ 3,194.00	\$ 3,457.25
81010001320	RHSP/Housing Surcharge	\$ 14,175.00	\$ 13,455.00	\$ 14,697.00
37210001575	Tax Certificate Fee	\$ 1,040.00	\$ 1,280.00	\$ 1,320.00
37210001576	Tax Sale Fees	\$ 35.00	\$ 90.00	\$ 224.18
37210001577	Postage Fees			\$ -
CK #18714	To KC Treasurer	\$ 136,555.67	\$ 133,918.74	\$ 138,837.48
Death Certificate Surcharge sent from Clerk's office \$648.00 ck # 18713				
Dom Viol Fund sent from Clerk's office \$325.00 ck #18712				

Office of Jill Ferko

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

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR SIX MONTHS ENDED 05/31/2019

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2019 YTD Actual</u>	<u>2019 YTD %</u>	<u>2018 YTD Actual</u>	<u>2018 YTD %</u>
Personal Property Repl. Tax	\$370,000	\$257,450	69.58%	\$233,415	58.35%
State Income Tax	\$2,221,490	\$1,497,559	67.41%	\$1,292,702	52.34%
Local Use Tax	\$685,000	\$410,432	59.92%	\$350,507	55.64%
State Sales Tax	\$550,000	\$260,128	47.30%	\$265,158	48.21%
County Clerk Fees	\$325,000	\$144,079	44.33%	\$159,947	39.99%
Circuit Clerk Fees	\$800,000	\$317,788	39.72%	\$332,309	39.10%
Fines & Foreits/St Atty.	\$325,000	\$109,929	33.82%	\$140,613	37.00%
Building and Zoning	\$68,000	\$31,031	45.63%	\$30,976	47.66%
Interest Income	\$150,000	\$155,139	103.43%	\$93,429	108.01%
Health Insurance - Empl. Ded.	\$1,265,420	\$605,796	47.87%	\$547,801	42.16%
1/4 Cent Sales Tax	\$3,105,000	\$1,493,058	48.09%	\$1,479,525	50.15%
County Real Estate Transf Tax	\$425,000	\$183,469	43.17%	\$177,994	40.45%
Federal Inmate Revenue	\$1,618,750	\$1,084,725	67.01%	\$751,192	90.27%
Sheriff Fees	\$177,340	\$83,159	46.89%	\$96,142	39.24%
TOTALS	\$12,086,000	\$6,633,744	54.89%	\$5,951,711	51.32%
Public Safety Sales Tax	\$5,220,000	\$2,619,659	50.19%	\$2,556,274	50.44%
Transportation Sales Tax	\$5,000,000	\$2,619,659	52.39%	\$2,556,274	53.82%

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

EXPENDITURES

All General Fund Offices/Categories

\$28,587,023	\$13,077,339	45.75%	\$13,098,586	45.90%
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KENDALL COUNTY CORONER
 ————— JACQUIE PURCELL —————

Description	**	Month: May (FY 2019)	Fiscal Year-to- Date	May 2018
Total Deaths		21	140	29/151
Natural Deaths		19	133	23/138
Accidental Deaths	**	1	2	3/8
Pending		0	0	0
Suicidal Deaths		1	4	2/4
Homicidal Deaths		0	0	0
Undetermined		0	1	1/1
Toxicology		2	10	9/19
Autopsies		1	9	7/17
Cremation Authorizations		16	85	16/91
Scenes Responded to:		Transported by Coroner's Office:		External Examinations:
3		2		2
Suicide – May 14, 2019, 39-year-old, white, male, Plattville, Shotgun Wound to the Head				
Accidental – May 16, 2019, 100-year-old, white, female, Yorkville, Traumatic Subdural Hematoma due to a fall in the home.				

PERSONNEL/OFFICE ACTIVITY:

1. On May 1, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death.
2. On May 6, Chief Deputy Coroner Gotte provided a morgue tour for the Indian Valley Vocational Center Law Enforcement and Health Careers Classes.
3. On May 21, Chief Deputy Coroner Gotte attended a Crime Scene Preservation Class presented by the Illinois State Police through Northeast Multi Regional Training.
4. On May 29, records were audited for statistical gathering for the Illinois Violent Death Reporting System.
5. There were a total of 17.5 community service hours served throughout the month of May.

FINANCIAL ACTIVITY:

1. EXPENSES
 1. General Budget Total Expenses: \$1767.48
 2. SUDORS Grant Expenditures: \$74.19
 3. Death Certificate Surcharge Expenditures: \$30.05
 4. Special Fees Expenditures: \$271.25
2. REVENUE
 1. Special Fees Revenue: \$150.00
 2. Death Certificate Surcharge Fund: \$4,412.00

————— CARORUM AD CURAM —————

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Office Building

Rooms 209 & 210

111 W. Fox Street, Yorkville, Illinois

6:30 p.m.

Meeting Minutes of June 10, 2019 – Unofficial until approved

CALL TO ORDER

The meeting was called to order by Chairman Prochaska at 6:30 p.m. Chairman Prochaska led the attendees in the Pledge of Allegiance.

ROLL CALL

Committee Members Present: Elizabeth Flowers, Judy Gilmour, and Matthew Prochaska (Chairman)

Committee Members Absent: Matt Kellogg (Vice-Chairman)

Also Present: Matt Asselmeier (Senior Planner), Ruth Ann Sikes (Part Time Office Assistant (Zoning)), Kristin Friestad, Darlene Drew, Gideon Blustein, and Ken Hostert

APPROVAL OF AGENDA

Member Flowers made a motion, seconded by Member Gilmour to approve the agenda with a change of moving the Land Cash Ordinance agenda item to before Petitions. With a voice vote of three (3) ayes, the motion carried unanimously.

APPROVAL OF MINUTES

Member Gilmour made a motion, seconded by Member Flowers to approve the minutes of the May 13, 2019. With a voice vote of three (3) ayes, the motion carried unanimously.

EXPENDITURE REPORT

Review of Expenditures from the Prior Month

The Committee reviewed the Expenditure Report. Member Flowers, made a motion, seconded by Member Gilmour, to forward the report to Finance for review. With a voice vote of three (3) ayes, the motion carried unanimously.

Six Month PBZ Financial Report Review

The Committee reviewed the Six Month PBZ Financial Report.

Member Flowers asked about the dollar amount in the Ravine Woods account. Mr. Asselmeier will research the figure.

PUBLIC COMMENT

Kristin Friestad would like to see additional discussion regarding changing the Land Resource Management Plan in Lisbon Township. She invited the Committee to meet with her and her family to discuss the proposal.

OLD BUSINESS

Recommendation on Amendments to the Kendall County Land Cash Ordinance by Updating the School Enrollment Figures, Fair Market Value Calculation, and Related Tables

Mr. Asselmeier summarized the request.

Following the May 13th, Planning, Building and Zoning Committee meeting, Staff prepared a redlined version of the Land Cash Ordinance to reflect the fair market value calculations and other changes to the Land Cash Ordinance. The changes are as follows:

1. The calculation for acreage donation for school sites contained in Section 1.B was updated to reflect enrollment figures in Table 2.
2. The enrollment figures in Table 2 were updated from 2011-2012 enrollment data to 2018-2019 enrollment data.
3. The definition and references to “improved acre” contained in Section 1.C.4 were deleted.
4. The fair market value in Section 1.C.4 was set at \$47,121.
5. The calculation of the fair market value in Section 1.C.4 was set as the Kendall County Assessor’s Office shall provide the weighted average of all lot sales on a dollar per acre basis throughout Kendall County for a three (3) year period.
6. The chart of fair market value calculations was deleted.
7. The land cash donation calculation sheets were updated to reflect the new data.

Based on the new data and calculations, a two-bedroom home would pay \$1,166.38 instead of \$1,814.10. A three-bedroom home would pay \$2,196.18 instead of \$3,441.25. A four-bedroom home would pay \$3,228.91 instead of \$4,969.27. A five-bedroom home would pay \$2,954.22 instead of \$4,444.03.

Member Gilmour asked what the reason for lowering the fair market value. Mr. Asselmeier indicated that the price of land had decreased.

Darlene Drew, Newark School District #66, said the enrollment numbers were incorrect on Table #2 for Newark School District. Mr. Asselmeier indicated that he received those numbers from the Regional Office of Education in December 2018. Ms. Drew would send Mr. Asselmeier updated enrollment numbers for her school district.

Gideon Blustein, Realtors Association of the Fox Valley, stated that Realtors love strong schools and healthy tax bases. He believed that the proposal should be updated using the Naperville formula.

It was the consensus of the Committee that more current numbers should be gathered from the Regionally Office of Education before moving advancing the proposal.

Chairman Prochaska made a motion, seconded by Member Flowers, to forward the Land Cash Ordinance to the Committee as a Whole in June or July after updated enrollment figures are received from the Regional Office of Education

The votes were as follows:

Yeas (3): Flowers, Gilmour, and Prochaska
Nays (0): None

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

The motion carried.

PETITIONS

18 – 04 – Kendall County Regional Planning Commission

Mr. Asselmeier summarized the request.

At their meeting on February 27, 2019, the Comprehensive Land Plan and Ordinance Committee suggested removing all of the mining area around the Village of Lisbon. That same evening, the Kendall County Regional Planning Commission voted to remove mining around the Village of Lisbon except for those areas already zoned for mining uses.

Chairman Prochaska requested that this item be sent to the full County Board for consideration with either a positive, neutral, or negative recommendation.

Member Gilmour said she felt that the Committee should sit down with the residents and talk with them about this situation before advancing the proposal. She also stated that the Committee had not previously been in favor of the proposal and that the proposal was the idea of the Kendall County Regional Planning Commission

Chairman Prochaska made a motion, seconded by Member Flowers, to make a neutral recommendation on Petition 18-04.

The votes were as follows:

Yeas (2): Flowers and Prochaska
Nays (1): Gilmour
Abstain (0): None
Absent (1): Kellogg

The motion carried. The Petition will be sent to the Committee of the Whole for their June or July meeting.

19 – 13 – Kendall County Regional Planning Commission

Mr. Asselmeier summarized the request.

At their meeting February 27, 2019, the Comprehensive Land Plan and Ordinance Committee requested that Staff prepare a proposed text amendment to the Kendall County Zoning Ordinance allowing research and development related home occupations to be conducted outside the dwelling or accessory structure and to address noise, dust, fumes, and odor issues.

For reference, “Home Occupation” related terms are defined as follows:

HOME OCCUPATION Any occupation or profession engaged in by an occupant of a dwelling unit as a use which is clearly incidental and secondary to the use of the dwelling as a residence.

HOME OCCUPATION - AGRICULTURAL. A home occupation in an agricultural zoning district. Tearooms, restaurants, eating and/or drinking establishments, animal hospitals or kennels,

clinics, general retail and wholesale, stables, undertaking establishments and funeral parlors shall not be deemed to be "home occupation".

HOME OCCUPATION- RESIDENTIAL A home occupation in a residential zoning district. Tearooms, restaurants, eating and/or drinking establishments, animal hospitals or kennels, clinics, general retail and wholesale, stables, undertaking establishments and funeral parlors shall not be deemed to be a "home occupation".

Home Occupations are permitted uses in the A-1 District and all Residential Districts. Home Occupations are special uses in the RPD Districts.

At their meeting on March 27, 2019, the Kendall County Regional Planning Commission voted to initiate the text amendment.

According to the Kendall County Zoning Ordinance, research and development is defined as follows:

RESEARCH AND DEVELOPMENT: A building or group of buildings in which are located facilities for scientific research, experimental study, investigation, testing and experimentation, but not primarily facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

At their meeting on April 2, 2019, ZPAC unanimously voted to forward the proposal to the Kendall County Regional Planning Commission.

On April 2, 2019, a copy of this proposal was mailed to each township. On April 11, 2019, Fox Township submitted comments against the proposal.

The Kendall Regional Planning Commission reviewed this proposal at their meeting on April 24, 2019 and unanimously recommend forwarding the proposal to the Zoning Board of Appeals.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on April 29, 2019. No members of the public testified in favor or in opposition to the request. The Kendall County Zoning Board of Appeals unanimously recommended approval of the proposal.

Member Flowers stated that she feels this may open the door for other, unintended uses.

Chairman Prochaska provided a history of the proposal and explained that many of the home occupations that occur outdoors would normally be legal uses if the activity was not part of a business.

Member Gilmour made a motion, seconded by Chairman Prochaska, to forward Petition 19-13 to the County Board.

The votes were as follows:

Yeas (2):	Gilmour and Prochaska
Nays (1):	Flowers
Abstain (0):	None
Absent (1):	Kellogg

The motion carried. The Petition will go to the County Board on June 18th.

NEW BUSINESS

Recommendation on an Ordinance Amending the Fee Schedule of the Kendall County Planning, Building and Zoning Department by Establishing a Rental Fee and Rental Terms for 2012 National Rifle Association Range Source Book

Mr. Asselmeier summarized the request.

On May 7, 2019, the County Board approved Ordinance 2019-09 amending the outdoor shooting range shooting range regulations in the Kendall County Zoning Ordinance. In two (2) locations in Ordinance 2019-09, the Ordinance stated the Planning, Building and Zoning Department shall maintain two (2) copies of the 2012 National Rifle Association's Range Source Book. One (1) of these copies shall remain in the Department's office and the other copy shall be available to the public for rent. The rental fee and terms of rental were not established in Ordinance 2019-09.

Based on current costs and the length of the document, the cost to the Department to replace the 2012 National Rifle Association Range Source Book is between Fifty-Five Dollars and Fifty-Six Dollars (\$55-\$56) depending on whether the documents is printed two (2)-sided.

Discussion occurred regarding having a digital copy of the document available and copyright issues.

Member Flowers made a motion, seconded by Member Gilmour, to recommend approval of the proposed change in fee schedule by setting the deposit at Ten Dollars (\$10.00), the duration of rental was set at thirty (30) days, and the Zoning Administrator could grant rental extensions for a time period of the Zoning Administrator's discretion. The deposit would be forfeited if the document was not returned and/or returned damaged.

The votes were as follows:

Yeas (3): Flowers, Gilmour, and Prochaska

Nays (0): None

Abstain (0): None

Absent (1): Matt Kellogg

The motion carried. The Petition will go to the County Board on June 18th.

Recommendation on Junk and Debris Citation Letter

No comment from the State's Attorney's Office.

Request for Guidance Regarding Petition 16-03 Pertaining to Dumpsters in Residential Zoning Districts-Committee Could Amend or Withdraw the Proposal

Mr. Asselmeier summarized the request.

In March 2016, the Kendall County Planning, Building and Zoning Committee initiated a text amendment adding regulations for dumpsters on private property to the Kendall County Zoning Ordinance. This proposal reached the Kendall County Regional Planning Commission in May 2016 and was laid over at their May, June, and July meetings. The proposal was not on any subsequent agendas.

The dumpster that precipitated this proposal was removed several years ago.

Staff requests guidance on how to proceed.

The problem was resolved and the entire proposal vanished.

Chairman Prochaska made a motion, seconded by Member Gilmour, to withdraw the Petition.

The votes were as follows:

Yeas (3): Flowers, Gilmour, and Prochaska
Nays (0): None
Abstain (0): None
Absent (1): Kellogg

The motion carried. The Petition was withdrawn.

Approval of Setting a Date and Time for a Second Meeting of the Planning, Building and Zoning Committee in the Month of June 2019

The second meeting was scheduled for June 24th at 8:00 a.m.

OLD BUSINESS

Recommendation on Request from the Village of Plattville to Amend Section 2 of the Proposed Intergovernmental Agreement by Deleting the Reference to the Kendall County Comprehensive Plan and Clarification of Costs as Stated in Section 4 of the Proposal

Mr. Asselmeier summarized the request.

The Village Board of Plattville met on May 20, 2019. They requested that Section 2 of the proposed Intergovernmental Agreement be amended by deleting the reference to the Kendall County Comprehensive Plan contained in the Section because the Village adopted a Comprehensive Plan in 2009. If this deletion is approved, Staff has concerns regarding which Comprehensive Plan (the County's or Plattville's) should be used in making recommendations.

The Village also requested clarification of the applicable costs mentioned in Section 4 of the proposal.

The intergovernmental agreement between Kendall County and the Village of Plattville expired in June.

The consensus of the Committee was to discuss this matter with representatives from the Village of Plattville. Representatives from the Village of Plattville

Member Flowers made a motion, seconded by Chairman Prochaska, to move this to the June 24th meeting.

The votes were as follows:

Yeas (3): Flowers, Gilmour, and Prochaska
Nays (0): None
Abstain (0): None
Absent (1): Kellogg

The motion carried.

Update on Alleged Stormwater Ordinance Violation at 508 W. Route 126 (Anderson Tree Farm)
Mr. Asselmeier summarized the situation.

Ken Hostert, Na-Au-Say Township Road Commissioner gave a summary of his investigation and is monitoring the situation.

CORRESPONDENCE

None

PUBLIC COMMENT

None

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

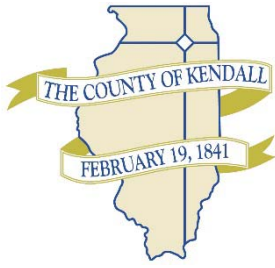
None

ADJOURNMENT

Member Flowers made a motion, seconded by Member Gilmour, to adjourn. With a voice vote of three (3) ayes, the motion carried unanimously. Chairman Prochaska adjourned the meeting at 7:40 p.m.

Minutes prepared by Ruth Ann Sikes, Part Time Office Assistant

Encs.



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: June 10, 2019

Amount: N/A

Budget: N/A

Issue: Petition 19-13-Request from the Kendall County Regional Planning Commission for Text Amendment to Sections 4.06 and 4.07 of the Kendall County Zoning Ordinance by Allowing Research and Development Related Home Occupations to be Conducted Outside of a Dwelling or Permitted Accessory Structure and Adding the Phrase "Unless Otherwise Permitted by Law" to the End of Section 4.06.f and Section 4.07.g

Background and Discussion:

In early 2019, the Planning, Building and Zoning Department received a request from a resident wanting to operate a home occupation. A portion of the business would have occurred outside of the dwelling and outside of an approved accessory structure. The Department denied their request for home occupation. The Comprehensive Land Plan and Ordinance Committee requested the Department to create a proposal that would allow this type of activity. Please see the attached memo for more information.

ZPAC, the Kendall County Regional Planning Commission, and the Kendall County Zoning Board of Appeals were unanimous in their recommendations. No members of the public testified in favor or in opposition to this request.

The proposal was sent to each township on April 2, 2019. Fox Township was the only township to submit comments. Fox Township's comments are also attached. Since Fox Township does not have a planning commission, Fox Township cannot file a formal objection to this proposal.

The PBZ Committee voted 2-1 to forward this proposal to County Board.

The complete record for the petition is at <https://www.co.kendall.il.us/wp-content/uploads/Petition-19-13.pdf>.

Committee Action:

ZPAC-Forward (4/2/19); KCRPC-Forward (4/24/19); ZBA-Approval (4/29/19); PBZ Committee-Forward (6/10/19)

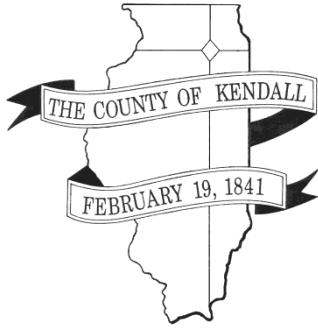
Staff Recommendation:

Approval because certain research and development home occupations can only occur outdoors.

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning Department

Date: June 11, 2019



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: Kendall County Board
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: June 11, 2019
Re: Proposed Text Amendment Regarding Home Occupation Regulations

At their meeting February 27, 2019, the Comprehensive Land Plan and Ordinance Committee requested that Staff prepare a proposed text amendment to the Kendall County Zoning Ordinance allowing research and development related home occupations to be conducted outside the dwelling or accessory structure and to address noise, dust, fumes, and odor issues.

For reference, "Home Occupation" related terms are defined as follows:

HOME OCCUPATION Any occupation or profession engaged in by an occupant of a dwelling unit as a use which is clearly incidental and secondary to the use of the dwelling as a residence.

HOME OCCUPATION - AGRICULTURAL. A home occupation in an agricultural zoning district. Tearooms, restaurants, eating and/or drinking establishments, animal hospitals or kennels, clinics, general retail and wholesale, stables, undertaking establishments and funeral parlors shall not be deemed to be "home occupation". (*Amended 04/18/2000*)

HOME OCCUPATION- RESIDENTIAL A home occupation in a residential zoning district. Tearooms, restaurants, eating and/or drinking establishments, animal hospitals or kennels, clinics, general retail and wholesale, stables, undertaking establishments and funeral parlors shall not be deemed to be a "home occupation".

Home Occupations are permitted uses in the A-1 District and all Residential Districts. Home Occupations are special uses in the RPD Districts.

At their meeting on March 27, 2019, the Kendall County Regional Planning Commission voted to initiate the text amendment.

According to the Kendall County Zoning Ordinance, research and development is defined as follows:

RESEARCH AND DEVELOPMENT: A building or group of buildings in which are located facilities for scientific research, experimental study, investigation, testing and experimentation, but not primarily facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

If you have any questions regarding this proposal, please let me know.

Thanks,

MHA

Matt Asselmeier

From: Fox Township <foxtownshipsupervisor@gmail.com>
Sent: Thursday, April 11, 2019 3:37 PM
To: Matt Asselmeier
Subject: [External]Re: Kendall County Zoning Petition 19-13
Attachments: Letter to Townships 4-2-19.pdf

Matt,

Fox Township reviewed and discussed Petition 19-13 at our last board meeting on April 8th, 2019. After significant discussion a vote was taken and the Township Board objected to the proposed amendments to this petition. The objection was based on the following: The Board felt that the wording "Research and Development" was vague, open-ended, and seemed to allow for many uses which remain unnamed. Also, a definition of "Research and Development Use" should be included in the petition in order for the Board to fully understand what the PBZ is proposing. If you have any questions regarding this objection, please don't hesitate to contact me.

Thank you,

Jeff Spang, Supervisor
Fox Township

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This email was Malware checked by UTM 9. <http://www.sophos.com>

ORDINANCE NUMBER 2019-_____

**TEXT AMENDMENT TO SECTION 4.06 AND 4.07 OF THE KENDALL COUNTY ZONING
ORDINANCE PERTAINING TO RESEARCH AND DEVELOPMENT HOME OCCUPATIONS**

WHEREAS, Section 13.07 of the Kendall County Zoning Ordinance permits the Kendall County Board to approve text amendments and provides the procedure through which text amendments are granted; and

WHEREAS, on March 27, 2019, the Kendall County Regional Planning Commission, hereinafter be referred to as “Petitioner”, submitted a text amendment to the Kendall County Zoning Ordinance amending Section 4.06 and 4.07 of the Kendall County Zoning Ordinance by clarify the location and use of research and development related home occupations; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on April 11, 2019, the Kendall County Zoning Board of Appeals conducted a public hearing on April 29, 2019, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner and the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested text amendment and zero members of the public testified in favor or in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has recommended approval of the text amendment on April 29, 2019; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing, and has forwarded to the Kendall County Board a neutral recommendation of the requested text amendment; and

WHEREAS, the Kendall County Board has considered the recommendations of the Planning, Building and Zoning Committee and the Kendall County Zoning Board of Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, that the Kendall County Zoning Ordinance be amended as follows:

- I. Recitals: The recitals set forth above are incorporated as if fully set forth herein.
- II. Amended Text: Section 4.06.a is deleted in its entirety and replaced with the following:

“a. It is conducted entirely within the dwelling or permitted accessory building by a member or members of the family residing in the dwelling and when such home occupation is clearly incidental and secondary to the use of the dwelling as a residence. Research and development related businesses shall be exempt from the requirement that the home occupation be conducted entirely within the dwelling or permitted accessory structure, unless otherwise prohibited by law.”
- III. Amended Text: Section 4.06.f is deleted in its entirety and replaced with the following:

“f. No mechanical equipment is used which may generate obnoxious fumes, excessive noise or other such related nuisances. No offensive noise, vibration, smoke, dust, odors, heat, glare, or

electrical disturbance shall be produced which is perceivable at or beyond the lot lines, unless otherwise permitted by law.”

IV. Amended Text: Section 4.07.a is deleted in its entirety and replaced with the following:

“a. It is conducted entirely within the dwelling by a member or members of the family residing in the dwelling and when such home occupation is clearly incidental and secondary to the use of the dwelling as a residence. Research and development related businesses shall be exempt from the requirement that the home occupation be conducted entirely within the dwelling, unless otherwise prohibited by law.”

V. Amended Text: Section 4.07.g is deleted in its entirety and replaced with the following:

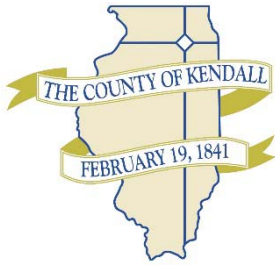
“g. No mechanical equipment is used which may generate obnoxious fumes, excessive noise or other such related nuisances. No offensive noise, vibration, smoke, dust, odors, heat, glare, or electrical disturbance shall be produced which is perceivable at or beyond the lot lines, unless otherwise permitted by law.”

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 18th day of June, 2019.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: June 10, 2019

Amount: N/A

Budget: N/A

Issue: Petition 19-22-Request from the Kendall County Planning, Building and Zoning Committee to Amend the Fee Schedule of the Kendall County Planning, Building and Zoning Department by Establishing a Deposit and Rental Terms for the 2012 National Rifle Association Range Source Book

Background and Discussion:

On May 7, 2019, the County Board approved Ordinance 2019-09 amending the outdoor shooting range shooting range regulations in the Kendall County Zoning Ordinance. In two (2) locations in Ordinance 2019-09, the Ordinance stated the Planning, Building and Zoning Department shall maintain two (2) copies of the 2012 National Rifle Association's Range Source Book. One (1) of these copies shall remain in the Department's office and the other copy shall be available to the public for rent. The deposit and terms of rental were not established in Ordinance 2019-09.

Based on current costs and the length of the document, the cost to the Department to replace the 2012 National Rifle Association Range Source Book is between Fifty-Five Dollars and Fifty-Six Dollars (\$55-\$56) depending on whether the documents is printed two (2)-sided.

Committee Action:

The PBZ Committee recommended in a 3-0 vote to set the deposit at \$10 with a 30 day term. The period could be extended by the Zoning Administrator. The deposit would be forfeited if the document was not returned.

Staff Recommendation:

Neutral

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning Department

Date: June 11, 2019

State of Illinois
County of Kendall

ORDINANCE # 2019-_____
ORDINANCE ESTABLISHING A DEPOSIT AND RENTAL TERM FOR
2012 NATIONAL RIFLE ASSOCIATION RANGE SOURCE BOOK

WHEREAS, the County of Kendall on May 7, 2019, by Ordinance 2019-09 amended the zoning regulations for outdoor target practice and shooting ranges in unincorporated Kendall County; and

WHEREAS, Ordinance 2019-09 requires the Kendall County Planning, Building and Zoning Department to make available one copy of the 2012 National Rifle Association Range Source Book, hereinafter referred to as “the Document”, available for rent to members of the public; and

WHEREAS, the Kendall County Board desires to establish a deposit fee and term of rental for persons desiring to rent the Document from the Kendall County Planning, Building and Zoning Department; and

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

1. The fee schedule of the Kendall County Planning, Building and Zoning Department is amended to set a deposit of \$10.00 to rent the Document. Said deposit shall be returned in full to the party renting the Document if the Document is returned in the same condition as withdrawn from the Kendall County Planning, Building and Zoning Department on or before the rental return date.
2. The party renting the Document shall return the Document to the Kendall County Planning, Building and Zoning Department within 30 days of acquiring the Document from the Planning, Building and Zoning Department, unless an extension is granted.
3. The rental period may be extended in writing by the Kendall County Planning, Building and Zoning Department for a time period determined at the discretion of the Zoning Administrator without an additional deposit required.
4. If the Document is not returned in the same condition as when it was originally rented or if the Document is not returned, the County of Kendall may pursue appropriate legal action against the party renting the Document and the person renting the Document shall forfeit their deposit.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 18th day of June, 2019.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING
County Office Building
111 W. Fox Street, Room 210; Yorkville
Monday, June 3, 2019

CALL TO ORDER - Committee Chair Elizabeth Flowers called the meeting to order at 5:30p.m.

ROLL CALL

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

Others in Attendance: Meagan Briganti, Matt Kinsey, Scott Koepfel

APPROVAL OF AGENDA – Motion made by Member Prochaska second by Member Gilmour to approve the agenda. **With four members voting aye, the agenda was approved by a 4-0 vote.**

APPROVAL OF MINUTES – Motion made by Member Prochaska, second by Member Gilmour to approve the May 15, 2019 minutes. **With four members voting aye, the minutes were approved by a 4-0 vote.**

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

- *Administration Department* – Mr. Koepfel updated the committee on the status of the Employee Handbook, and said the document continues review by the State’s Attorney’s Office, and will include additions based on newly passed laws.

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Discussion of County Internet Connections* – Technology Director Matt Kinsey provided information on the two internet connections currently used Countywide, and the service difficulties recently experienced. Mr. Kinsey reviewed the quotes from Comcast Business and MetroNet, the current service speed, and the desired service speed. **The committee gave consensus to authorize the MetroNet contract to be reviewed by the State’s Attorney’s Office.**

- *Discussion of Board Rules of Order-Consent Agenda* – Mr. Koepfel reviewed the proposed addition of the *Consent Agenda* item and verbiage with the committee. Member Prochaska made a motion to forward the item to the Committee of the Whole for further discussion, second by Member Gilmour. **With four members voting aye, the motion carried.**
- *Discussion of Pitney Bowes SendPro P1500 Mailing System Contract* – Mr. Koepfel reported that the current County Office Building postage machine lease with Pitney Bowes expired in January 2019. Mr. Koepfel reviewed the proposed new contract and two term-length options. Member Prochaska made a motion to forward the contract with the 60-month lease option to the County Board for approval, second by Member Gilmour. **With four members present voting aye, the motion carried.**
- *Discussion of GIS Restructure Job Description Review* – Scott Koepfel explained that the CAD Specialist retired in May, and that the GIS Analyst left the County for a new job in Rockford. Meagan Briganti, GIS Coordinator, explained her plan to eliminate the GIS CAD Specialist position, and to hire two GIS Specialist positions that can perform all aspects of the blended job descriptions. Ms. Briganti stated that she has hired one GIS Specialist who will begin on June 10, 2019, and plans to hire one of the other candidates that applied for the same position. Ms. Briganti also briefed the committee on the changes needed to the Administration Department organization chart regarding the proposed GIS position changes.

EXECUTIVE SESSION - None

ITEMS FOR COMMITTEE OF THE WHOLE

- *Discussion and Approval of Board Rules of Order-Consent Agenda*

ACTION ITEMS FOR COUNTY BOARD

- *Approval of Pitney Bowes SendPro P1500 Mailing System 60-month Contract*
- *Approval of the updated Administration Department Organization Chart*
- *Approval of the CAD GIS Specialist Job Description*

ADJOURNMENT – Member Vickers made a motion to adjourn the meeting, second by Member Prochaska. **With four members voting aye, the meeting adjourned at 6:06p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
COUNTY OF KENDALL COUNTY, ILLINOIS
And
COMCAST OF ILLINOIS XIII, L.P.**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the County of Kendall County, Illinois (hereinafter, the “County”), and Comcast of Illinois XIII, L.P., (hereinafter, “Grantee”) this 18th day of June 2018 (the “Effective Date”).

The County, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Counties Code, as amended from time to time; provided that any provisions of the Illinois Counties Code that are in conflict with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the

Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the unincorporated areas within the present legal boundaries of the County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois XIII, L.P.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the County’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber

revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the County.

“Public Way” shall mean the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the County in the Franchise Area, to the extent that the County has the right and authority to authorize, regulate, or permit the location of facilities other than those of the County. Public Way shall not include any real or personal County property that is not specifically described in this definition and shall not include County buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“County” means the County of Kendall, Illinois, or the lawful successor, transferee, designee, or assignee thereof.

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 55 ILCS 5/5-1095(a) of the Illinois Counties Code approving and authorizing the execution of this Agreement, the County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be five (5) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise

Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the County to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the County, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

2.6. Competitive Equity. 2.6.1. In the event the County grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 55 ILCS 5/5-1095.

In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Kendall County's ordinances and resolutions pertaining to construction of utility facilities in the Public Way, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line

extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the County requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the County shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the County in conducting inspections related to these standards upon reasonable prior written request from the County based on a significant number of Subscriber complaints.

4.5. New/Planned Developments. In cases of new construction, planned developments, or property development where undergrounding or extension of the Cable System is required, the County shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the County’s Public Way. If advance notice of such new construction, planned development, or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The County and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. Should the County become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the County to the County on an annual basis.

4.8. Customer Service Obligations. The County and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Enforcement of such requirements and

standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by County

5.1. **Franchise Fees.** The Grantee shall pay to the County a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the County shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the County to increase the Franchise Fee above five percent (5%), and the County actually proposes to increase the Franchise Fee in exercise of such authority, the County may unilaterally amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the County shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the County increases said Franchise Fee, the Grantee shall notify its Subscribers of the County's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the County to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the County pursuant to the Cable Act, and Section 5-1095 of the Illinois Counties Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the County approves the amendment by ordinance; and (c) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. **Taxes Not Included.** The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services

but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code 55 ILCS at 5/5-1095.1 (County Franchise Fee Review; Requests For Information) and agree to abide by the procedure set forth therein. Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 55 ILCS 5/5-1095.1 the County shall provide on an annual basis, a complete list of addresses within the unincorporated areas of the County. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the County has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County, its past, present, and future board members, officials, officers, employees, and agents, from and against any claims arising from the County’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the County, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the County containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the County has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the County may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the County's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain the following insurance. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy provide for notice of cancellation in accordance with policy provisions.

7.1.1. All coverage shall be at least as broad as the following:

Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be \$2,000,000.

Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate. Overall limits of liability may be met through any combination of primary and excess liability policies.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Grantee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

The types and amounts of insurance required to be maintained or actually maintained shall not limit or otherwise alter Grantee's obligations hereunder.

7.1.2. Additional Insured Status. The County and its, past, present, and future its officers, officials, and employees, are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Grantee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Grantee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, forms if later revisions used).

7.1.3. Primary Coverage. For any claims related to this Agreement, Grantee's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the County, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by the County, its past present or future officers, officials, employees, or volunteers shall be excess of the Grantee's insurance and shall not contribute with it.

7.1.5. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Grantee must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

7.1.6. Verification of Coverage. Grantee shall furnish the County Certificates of Insurance evidencing before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Grantee's obligation to provide them.

7.1.7. Subcontractors. Grantee shall require and verify that all subcontractors maintain insurance reasonably appropriate to the scope of each such subcontractor's work.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the County, with counsel of the County's choosing, including its past, present, and future board members, elected officials, officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing, operating, maintaining, and/or removing its Cable System within the County. The County shall give the Grantee timely written notice of its obligation to indemnify and defend the County after the County's receipt of a claim or action pursuant to this Section. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Indemnitees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall

County State's Attorney. Indemnitees' participation in their defense shall not remove Grantee's duty to indemnify, defend, and hold Indemnitees harmless, as set forth above. Indemnitees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the County by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Enforcement of Franchise

8.1. Notice of Violation or Default. In the event the County believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

8.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the County's written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

8.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 8.2 above, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may seek specific performance of any provision that reasonably lends itself to such remedy or seek any other relief available at law or in equity, including declaratory or injunctive relief.

SECTION 9: Miscellaneous Provisions

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

9.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:
Kendall County, Illinois
111 Fox Street
Yorkville, IL 60560
ATTN: County Administrator

To the Grantee:
1500 McConnor
Schaumburg Illinois _____
ATTN: Director of Government Affairs

With copy sent to:
Kendall County State's Attorney
807 W. John Street
Yorkville, Illinois 60560

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

9.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

9.3.1. The County may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

9.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

9.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the 23rd Circuit Court of the State of Illinois, Kendall County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

9.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate ordinance or resolution by the County, as required by applicable law.

9.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

9.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

9.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.11. Authority to Sign Agreement. Grantee warrants to the County that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the County that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

9.12. Compliance with State and Federal Laws. Grantee agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

9.13. Non-Discrimination. Grantee, 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.

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

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the County of Kendall

For Comcast of XIII, L.P.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

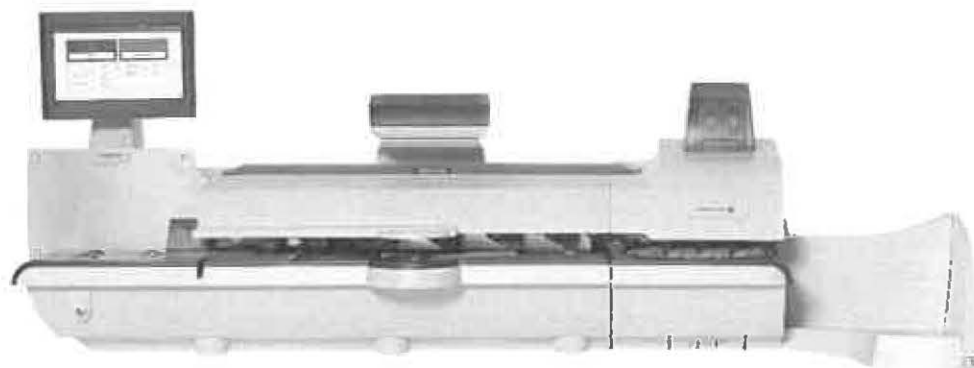
Title: _____

Date: _____

Date: _____

Pitney Bowes SendPro P1500 Mailing System

Ideal for any size business, the SendPro P1500 is a durable mailing solution that automates and simplifies the processing of non-uniform mail and shipping packages. With the Weigh-on-the-Way feature, you can eliminate the need to sort mixed size mail as the P1500 automatically weighs each piece as it moves through the system at up to 70 letters per minute. Process like-sized mail at up to 145 letters per minute and envelopes at up to 5/8" thick.



Proposed Solution

Qty:	Feature:
1	SendPro P1500 WOW Mailing System
1	145/70 Letters-Per-Minute Feature
1	15lb. Integrated Scale
1	Drop Stacker
1	10" Color Touch Screen Display
1	50 Dept. Accounting / INVIEW Web-Accounting
1	Multicarrler shipping hardware bundle
	- USPS, FedEx and UPS Shipping
	- Wireless Keyboard
	- High Capacity Label Printer
1	SendPro™ Networked SendKit
	- 70lb. Integrated Scale
	- Shipping Label Printer

Proposed Pricing

Lease	36 Month	60 Month
	\$648.36	\$497.66

Includes:

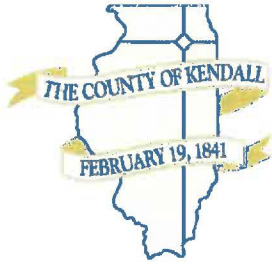
All system maintenance, meter & equipment costs
 All software/rate updates, shipping, installation & training
 Customer Satisfaction Guarantee (see attached)

Product Video:

<https://youtu.be/VmN3lvMVeCw>

Offer Valid Thru June 28, 2019

Keelan Alberts | 630.415.5155 | keelan.alberts@pb.com



Kendall County Agenda Briefing

Committee: Admin HR

Meeting Date: May 15, 2019

Amount: Not to exceed \$5,000

Budget: 51020006215 - GIS Fund - Mapping - Consultants

Issue: Approval of Agreement Between Kendall County and GIS Inc for a 30 Hour Support Block in an amount not to exceed \$5,000

Background and Discussion:

The current systems are in need of repair/replacement. In the effort to upgrade our systems and be fiscally responsible, a cloud assessment is required. Moving to the cloud will reduce overall costs, provide greater security and reliability, and allow us the flexibility to grow. GIS Inc. can review our current environment and develop a cloud deployment strategy in an estimated 10-15 hours. By purchasing their 'Support Block' of 30 hours, that will cover the assessment, deployment, and support.

Following legal review, GIS Inc. accepted all changes put forth by the State's Attorney Office. Please note that the \$5,000 payment for a block of 30 hours is paid up front before work begins and is non-refundable.

Committee Action:

Motion made by Member Gilmour second by Member Prochaska to forward the resolution to the County Board. With five members voting aye, the resolution was approved by a 5-0 vote.

Staff Recommendation:

Staff recommends that a cloud assessment is performed. Additionally, staff is confident that GIS Inc. will perform the requested work.

Prepared by: Meagan Briganti

Department: GIS

Date: June 6, 2019

June 6, 2019

Meagan Briganti
GIS Coordinator
Kendall County Technology Services
111 Fox Rd, Yorkville, IL 60560

Dear Meagan,

Thank you for your interest in our GIS Support Block. Included in the following pages are GISinc's Support Block details and prices.

GIS Support Blocks will provide a vehicle for accessing GIS support on-demand for the County of Kendall, IL. I hope you find this information helpful. If I can provide further assistance, please do not hesitate to contact me.

Thank you again for your interest. We look forward to working with you.

Sincerely,



Corey Baker
Business Development Manager
Geographic Information Services, Inc.
2100 Riverchase Center, Suite 105 | Birmingham, AL 35244
p: (205) 725-5942 | c: (205) 504-2825 | e: corey.baker@gisinc.com

I. GIS Support Block

GIS Support Blocks provide a vehicle for accessing GIS support on-demand. Once a GIS Support Block is put in place, GISinc will provide professional services to assist the County with GIS support. All services provided as part of the GIS Support Blocks will be conducted by the most effective and cost-efficient method, including: virtually through remote network access, telephone conference calls, Internet (WebEx) demonstrations, or on-site consultants.

How do GIS Support Blocks work?

Once the GIS Support Block vehicle is in place, GISinc will provide the County with a single point-of-contact. GISinc will identify the support tasks and establish a communication plan for coordinating the activities of the task as well as status reporting. We will match the support task with the correct GISinc resource.

If a support task becomes large, GISinc may require using a management team. This function includes people, processes, and technology that are designed to make sure that the County receives outstanding value. Milestones and completion dates will be established for the Planning and Analysis, Client review, Design, Client review, Development, Testing, and Installation/Implementation phases of a large task or project. There are many tasks and risks that have the potential to derail a project. To manage this effort, larger tasks or projects that we execute are assigned a Project Coordinator or Technical Architect from GISinc.

II. Pricing & Acceptance

Prepaid blocks of hours can be purchased at the prices listed in Table 1 and volume discounts are included at each block level. Support block hours expire after 12 months from the date of signature. GISinc will invoice Kendall County, IL (“the County”) for the full amount of the support block amount upon receiving the signed form.

You may indicate your acceptance of the above proposal and the attached Standard Terms and Conditions with a signature from authorized personnel at the County. Any technology licensing expenses or travel incurred by GISinc while performing GIS Support Block services for the County, which are pre-approved by the County, will be billed at actual costs .

Quotation Terms and Conditions

This quotation is valid for thirty (30) days from the date of Customer’s receipt of this proposal unless otherwise stated and does not include shipping or tax unless otherwise stated. To the extent permitted by law, this quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase.

TABLE 1	
Price	Block of Hours
\$5,000	30
\$10,000	60
\$15,000	95
\$20,000	135
\$25,000	175
\$30,000	215
\$50,000	370
\$60,000	455
\$75,000	585
\$100,000	800



Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Geographic Information Services, Inc ("GISinc") to Kendall County, Illinois, a unit of local government ("Customer"). These Terms and Conditions, together with the proposal, shall constitute the entire agreement ("Agreement") between the parties.

These Terms and Conditions are governed by the terms of any applicable License Agreement for any incorporated software ("License Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the License Agreement.

1. GENERAL PROVISIONS.

The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that GISinc has not authorized any of its sales agents or representatives to make any representations, warranties or agreements other than as set forth in the Agreement on behalf of, or to bind GISinc in any way. The proposal is valid for thirty (30) days from date of Customer's receipt of the proposal and unless otherwise stated.

2. SCOPE OF SERVICES.

During the term of the Agreement, GISinc shall furnish the services as set forth in the **Proposal** Agreement.

3. WORK PERFORMANCE.

GISinc agrees that all work performed hereunder shall be performed on a best effort basis by GISinc's staff having an appropriate experience and skill level, and in compliance with the Agreement.

4. TAXES.

Unless this Agreement specifies otherwise, the price included in the proposal does not include, and, to the extent required by law, Customer is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Agreement. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or evidence of exemption.

5. CHANGES.

No changes, modification, amendment shall be binding upon the parties unless otherwise agreed to in writing by both parties.

appropriate change..

6. INVOICE AND PAYMENT.

Customer shall pay GISinc in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*). GISinc will bill Customer monthly for all pre-approved travel expenses .

7. CANCELLATION.

Customer shall provide thirty (30) days written notice to GISinc prior to canceling an order. Customer will compensate GISinc for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions. Upon receipt of a termination notice, GISinc. Shall take all reasonable steps to minimize the costs associated with termination of services. Customer shall not be liable for those costs and expenses resulting from GISinc's failure to mitigate such losses. Further, Customer shall not be liable for any other additional payments, penalties and/or early termination charges.

8. ASSIGNMENT.

Neither party shall assign any of its rights or interest in this Agreement or subcontract all or substantially all of its performance of this Agreement without the other party's prior written consent.

9. INDEMNITY.

GIS, Inc. shall indemnify, defend with counsel of Customer's choosing, and hold harmless the Customer, its officers and employees from and against damages, claims liabilities, fines, penalties and expenses (to include reasonable attorney's fees) due to its negligent acts, willful misconduct, errors or omissions of any GISinc employee during the performance of its obligations hereunder that arise out of (1) injuries or death to persons or damage to property, (2) services and/or deliverables agreed to under this order (3) violation of any federal, state, county or municipal laws.

GISinc's duty to defend and hold harmless Customer shall not apply to any liability claim for damages or injuries arising from or as a result of the negligence of Customer . Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Customer pursuant to this section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Customer's participate in its defense shall not remove GISinc's duty to indemnify, defend, and hold Customer harmless, as set forth above. Customer does not waive its defenses or immunities under the Local Government and Governmental Employees Tort

Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive termination of this Agreement.

GISinc shall have no liability for any claim of infringement to the extent based on (1) the use of a superseded or altered version of any GISinc provided product or framework or (2) the combination, operation or use of the GISinc provided product with software, hardware or other materials not furnished or authorized to be used by GISinc.

10. WARRANTY.

GISinc warrants that it will perform the services in good faith and in conformance with professional industry standards. All GISinc employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services.

GISinc warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement.

11. FORCE MAJEURE.

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, floods, earthquake, embargo, , and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

12. SERVERABILITY.

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect.

13. GOVERNING LAW.

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Illinois without regard to the conflict of law rules thereof,.

14. DISPUTE RESOLUTION.

Customer and GISinc shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. If a claim is not resolved by negotiation within thirty (30) days of notification, either

party is free to pursue any legal remedies at law or in equity. The parties agree that the venue for any legal proceedings between them shall be a court of competent jurisdiction in the State of Illinois.

15. OTHER.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Illinois without regard to conflicts of laws provisions thereof.

Non-Discrimination. GISinc., 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.

Certification. GISinc. Certifies that GISinc., its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). GISinc. further certifies by signing the agreement that GISinc., its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. §1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has GISinc. Made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent or employee of the company been so convicted nor made such an admission. Conflict of Interest. Both parties affirm no officer or elected official of the Customer has a direct or indirect pecuniary interest in GISinc. or this Agreement, or, if any officer or elected official of Customer does have a direct or indirect pecuniary interest in GISinc. or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Both GISinc and Customer will comply with all laws applicable to the Agreement.

All notices given under the Agreement will be effective when received in writing. Notices to the Customer and GISinc will be sent to the address provided in the proposal.

Changes to the Agreement must be in writing and must be signed by both parties.

16. COMPLETE AGREEMENT.

Customer acknowledges that it has read the Agreement, understands it and agrees to be bound by the Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Customer and GISinc related to the subject matter of this Agreement. No amendment or modification of this Agreement shall bind either party unless it is in writing and is signed by Customer's authorized representative and an authorized representative of GISinc.

Kendall County, IL

Support Block

Amount: \$ _____

Signature: _____

Name: _____

Title: _____

Date: _____

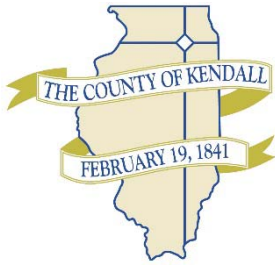
Geographic Information Services, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____



Kendall County Agenda Briefing

Committee: Admin HR Committee

Meeting Date: June 3, 2019

Amount: N/A

Budget: N/A

Issue: Approval of GIS Cadastral Specialist Job Description
Approval of Kendall County, Illinois Administrative Services Department Organization Chart

Background and Discussion:

With the GIS Department losing all three original employees in less than a year, a fresh restructure is required to move forward. The organizational chart will adjust to have two positions with the "GIS Cadastral Specialist" title. The job description was created by blending the previous two descriptions (Senior GIS/CAD Specialist and GIS Analyst) and adding some elements from Kane County's GIS job descriptions. Instead of siloed positions, from now on, the GIS Department will be a blended, collaborative environment. This will provide more support for our main duties and allow for greater flexibility in future endeavors.

Committee Action:

HR Admin Committee voted 4-0 to send the job description and updated organizational chart to the County Board on June 18, 2019 for final approval.

Staff Recommendation:

Staff recommends approving the job description and updated organizational chart to fit the current and future needs of the GIS department.

Prepared by: Meagan Briganti

Department: GIS

Date: June 4, 2019

Kendall County Job Description

TITLE: GIS/Cadastral Specialist
DEPARTMENT: Geographic Information Systems (GIS)
SUPERVISED BY: GIS Coordinator
FLSA STATUS: Non-Exempt
APPROVED: June 18, 2019

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.

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. 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.

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.

Kendall County Job Description

- 3 or more years of professional GIS experience utilizing ESRI ArcGIS desktop applications.
- Experience related to Microsoft Office suite.
- Cadastral Standards / Legal Descriptions.

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.

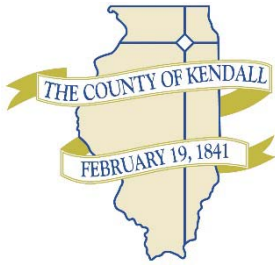
Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

cc: personnel file, employee

Date



Kendall County Agenda Briefing

Committee: Administration and Human Resources

Meeting Date: June 3, 2019

Amount: N/A

Budget: N/A

Issue: Proposed update to the County Board Rules of Order pertaining to Agenda

Background and Discussion:

In an effort to expedite County Board Meetings while remaining transparent the Administration and Human Resources Committee suggested adding a Consent Agenda and staff drafted language that was reviewed by the committee. Additional language was added to clarify the process for adding items to the agenda that matches past practice.

Committee Action:

Consensus to send the Rules of Order to the full County Board.

Staff Recommendation:

Staff recommends the changes.

Prepared by: Scott Koeppel

Department: Administration

Date: 06/14/2019

COUNTY OF KENDALL, ILLINOIS
ORDINANCE # 2019-_____

AMENDMENT TO ARTICLE IV OF THE KENDALL COUNTY BOARD RULES OF ORDER PERTAINING TO AGENDA

WHEREAS, Article XXI of the Kendall County Board Rules of Order allows the Kendall County Board to amend their Rules of Order from time to time; and

WHEREAS, the Kendall County Board feels that the rules for public comment should be updated and clarified; and

WHEREAS, the Kendall County Board feels that the format of the agenda should be updated; and

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Kendall, State of Illinois, as follows:

1. The recitals set forth above are incorporated as if fully set forth herein.
2. Effective immediately, the Kendall County Board hereby amends Article IV of the Kendall County Board Rules of Order as follows:
 - I. Amended Text: Effective immediately, Section A, 8, add “Consent Agenda”
 - II. Amended Text: Effective immediately, Section A, 8, A, add “Approval of Previous Month’s Minutes” and Section A, 8, B, add “Standing Committee Minutes Approval”
 - III. Amended Text: Effective immediately, Section C, “All Standing Committees of the County Board may place items on the Agenda by a majority vote of the Standing Committee. All items from Standing Committees will be considered under the Standing Committee Report.”
 - IV. Amended Text: Effective immediately, Section D, “The County Board Chairman, or his or her designee, shall have final approval of the Agenda.”
 - V. Amended Text: Effective immediately, Section E, “The County Administrator, or his or her designee, shall be responsible for reviewing the County Board agenda prior to posting. A Consent Agenda will be used to expedite the handling of ministerial, routine, or non-controversial items. The County Board Chairman, County Administrator, or a standing committee of the County Board may place items on the Consent Agenda. The Consent Agenda may include, but is not limited to the following items: approval of minutes, approval of bills, approval of reports, and approval of contracts. At the request of any County Board Member an item shall be removed from the Consent Agenda. The request to remove an item does not require a second or a vote of the County Board. Any items removed from the Consent Agenda will be considered as the first item of business for the relevant committee. In the event that a removed item does not have a relevant committee, the removed item will be considered as the first item under New Business.

Approval of the Consent Agenda shall be done by a roll call vote the County Board.”

3. A true and correct copy of the Kendall County Board Rules of Order with all of the amendments set forth above is attached as Exhibit 1 to this Ordinance.

IN WITNESS OF, these amendments to the Kendall County Board Rules of Order have been enacted with the consent of at least two-thirds of the Kendall County Board members this eighteenth day of June, 2019.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

Exhibit 1
COUNTY BOARD RULES OF ORDER
KENDALL COUNTY, ILLINOIS

BE IT RESOLVED, that the following rules are hereby adopted as the Rules of Order of the County Board of Kendall County, Illinois.

I. CODE OF CONDUCT

A. Each County Board member shall abide by the Code of Conduct provisions provided for herein:

1. No County Board member whether elected or appointed, shall:
 1. Directly or indirectly solicit or accept any service or item of value from any person, firm or corporation having dealings with the County except upon the same terms granted to the public generally.
 2. Receive any part of any fee, commission or other compensation paid or payable by the County or by any person in connection with any dealings or proceedings before any agency of the County.
 3. Directly or indirectly solicit or accept any service or item of value from the broker or agent who procures any type of bond or policy of insurance for the County, its officers, employees, persons or firms doing business with the County.
 4. Willfully and knowingly disclose, for direct or indirect financial gain, to any person, confidential information acquired by him or her in the course of and by reason of his or her official duties or use any such information for the purpose of individual, direct or indirect financial gain.
2. Any County Board member who has a financial interest, direct or indirect, in any contract with the County, or in the sale of land, material, supplies or services by or to the County or to a contractor supplying services by or to the County or in any resolution or ordinance proposed or pending before the Board shall make known that interest and shall refrain from voting upon or otherwise participating in the making of such contract or in the discussion, adoption or defeat of such resolution or ordinance. If the person or corporation contracting with or making a sale to or purchasing from the County knows, or has reason to know, that this subsection has been violated, then the contract or sale may be declared void by resolution of the County Board.
3. The Penalty for violation of any of these specific prohibitions of this Section of the rules shall be as provided by law.

Exhibit 1

II. ETHICS LAW

- A. The Illinois General Assembly enacted the State Officials and Employees Ethics Act (Public Act 93-615, effective December 9, 2003) making revisions to State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State and local officials and employees. As required by the Act, Kendall County adopted a similar ordinance in May of 2004. (Amended 11/18/2008)
- B. County Board members are subject to the State statute and County ordinance. Penalty for violation of State statute or County ordinance shall be as provided by law or ordinance. (Amended 11/18/2008)

III REGULAR & SPECIAL BOARD MEETINGS

- A. Regular Meetings shall be held on the third Tuesday of June and September, as fixed by Statute. The Adjourned Meetings of the Board shall be held on the first and third Tuesday of each month, or such other day as the Board shall specify upon motion duly made, seconded and carried. If an Adjourned Meeting date falls on a Holiday or Election Day, it shall be held on the next working day, usually Wednesday. Meeting time shall be 6:00 p.m. on the first Tuesday and 9:00 a.m. on the third Tuesday or at such other time as the County Board determines, at the County Board Room of Kendall County, Illinois.
- B. Swearing in and organization of the Board shall be held on the first Monday in December in the year of the election of Board Members. The County Clerk shall convene the organizational meeting and the County Board members shall select the County Board Chairman. (Amended 11/18/2008)
- C. As required by Illinois Statute (ICS 55 ILCS 5/2-1002), special meetings of the County Board may be called at the written request of not less than one-third of the members of the County Board (four members) and filed with the County Clerk. A Special Meeting of the County Board shall be called to be held not earlier than five (5) days from the date written notice of such call was mailed by said Clerk to the Board Members. Only such business shall be transacted at any Special Meeting as has been stated in the notice of the call of such Special Meeting. However, during regular and adjourned meetings of the County Board, special meetings may be set by the members in accordance with the Open Meetings Act. (Amended 11/18/2008)
- D. In accordance with the Illinois Open Meetings Act, public notice in the form of an agenda must be posted at the County Office Building and the building in which the meeting will occur if not the same building. The posting must be no less than 48 hours prior to the start of the meeting. (Amended 11/18/2008)

Exhibit 1

- E. Individual Public Comment shall be limited to five (5) minutes per speaker. The total time for Public Comment at each Regular & Special County Board Meeting shall not exceed one hour per comment period. The County Board Chairman shall have the ability with the consent of the majority of the County Board, to extend either time period. (Amended 4/3/2019)
1. Persons addressing the Board shall not be permitted to make statements or remarks or engage in conduct that actually disturbs or impedes the public meeting. The Chairman may require any person making such prohibited statements or remarks or engaging in such conduct to leave the meeting.
- IV. AGENDA (Amended 11/18/2008; 06/19/2012 Res. 2012- 29, 3/7/2017, 4/3/2019, 6/18/2019)
- A. The order of business coming before the County Board shall substantially be as follows:
1. Call to Order
 2. Roll Call
 3. Determination of a Quorum
 4. Approval of Agenda
 5. Correspondence and Communications – County Clerk
 6. Special Recognition
 7. Public Comment
 8. Consent Agenda
 - A. Approval of Previous Month’s Minutes
 - B. Standing Committee Minutes Approval
 9. Old Business
 10. New Business
 11. Elected Official Reports & Other Department Reports
 - A. Sheriff
 - B. County Clerk and Recorder
 - C. Treasurer
 - D. Clerk of the Court
 - E. State’s Attorney
 - F. Coroner
 - G. Health Department
 - H. Supervisor of Assessments
 - I. Board of Review
 12. Executive Session
 13. Standing Committee Reports
 - A. Planning, Building and Zoning
 - B. Law, Justice and Legislation
 - C. Administration – Human Resources & Revenue/GIS
 - D. Highway
 - E. Facilities Management
 - F. Economic Development
 - G. Finance

Exhibit 1

- H. Animal Control
 - I. Health & Environment
 - J. Labor and Grievance Committee
 - K. Committee-of-the-Whole
 - L.
- 14. Special Committee Reports
 - A. Juvenile Justice Council
 - B. VAC
 - C. Historic Preservation
 - D. UCCI, Other State Associations and Organizations
 - E. Board of Health
 - F. Community 708 Mental Health Board
 - G. KenCom Executive Board
 - 15. Other Business
 - 16. Chairman's Report
(Note: announcements of appointments typically made at least one meeting prior to appointment)
 - A. Announcements / Appointments
 - 17. Public Comment
 - 18. Questions from the Press
 - 19. Adjournment
- B. All questions relating to the priority of business shall be decided without debate.
 - C. All Standing Committees of the County Board may place items on the Agenda by a majority vote of the Standing Committee. All items from Standing Committees will be considered under the Standing Committee Report. (Amended 6/18/2019)
 - D. The County Board Chairman, or his or her designee, shall have final approval of the Agenda.(Amended 6/18/2019)
 - E. The County Administrator, or his or her designee, shall be responsible for reviewing the County Board agenda prior to posting. A Consent Agenda will be used to expedite the handling of ministerial, routine, or non-controversial items. The County Board Chairman, County Administrator, or a standing committee of the County Board may place items on the Consent Agenda. The Consent Agenda may include, but is not limited to the following items: approval of minutes, approval of bills, approval of reports, and approval of contracts. At the request of any County Board Member an item shall be removed from the Consent Agenda. The request to remove an item does not require a second or a vote of the County Board. Any items removed from the Consent Agenda will be considered as the first item of business for the relevant committee. In the event that a removed item does not have a relevant committee, the removed item will be considered as the first item under New Business. Approval of the Consent Agenda shall be done by a roll call vote the County Board. (Amended 6/18/2019)

Exhibit 1

V. OFFICERS

- A. The County Board Chairman shall be elected for a two (2) year term by a simple majority.
- B. The County Board Vice-Chairman shall be elected for a two (2) year term by a simple majority to act in the absence of the County Board Chairman.
- C. The County Clerk or a deputy selected by the County Clerk shall be the Clerk of the Board.

VI. DUTIES OF COUNTY BOARD CHAIRMAN

- A. The County Board Chairman shall vote on all motions, ordinances, amendments, thereto, or other matters coming before the County Board. (Amended 11/18/2008)
- B. The County Board Chairman shall preserve order and decide all questions of order, subject to an appeal to the County Board, without debate.
- C. Every member, prior to speaking shall respectfully address the County Board Chairman, avoid personalities and confine comment to the question under consideration. (Amended 11/18/2008)
- D. When two or more members wish to speak at the same time, the County Board Chairman shall name the member who may speak first.
- E. A member called to order, either by the County Board Chairman or member of the County Board, shall immediately take his seat, unless permitted to explain, and if there be no appeal the decision of the Chairman shall be conclusive.
- F. All committees, whether standing or special, shall be appointed by the County Board Chairman, and approved by the County Board, unless otherwise directed by the County Board.
- G. Based on State Statute, County Board Chairman appoints vacancies in the County Board and County Elected Officials, with the advice and consent of the County Board. (Amended 11/18/2008)
- H. The County Board Chair shall appoint, with the advice and consent of the County Board, citizens to serve on all boards, commissions, districts and all other authorities that are subject to appointment or approval per applicable law, ordinance or intergovernmental agreement including, but not limited to, the Kendall County Board of Review, drainage districts, fire protection districts, Kendall County Housing Authority, the KenCom Executive Board Member at Large, the Kendall County Ethics Commission, and the Kendall County Sheriff's Merit Commission. Unless a specific term for the citizen appointment is provided in the applicable law, ordinance or intergovernmental agreement, the Chairman of the County Board shall make the citizen appointments at the same time the Chairman makes appointments for all Standing Committees of the Kendall County Board. (Amended 10/03/2017)

VII. DUTIES OF THE CLERK OF THE BOARD

Exhibit 1

The Clerk of the Board shall be the keeper of the records and the minutes of the County Board and its committees and shall be in attendance at all meetings of the County Board.

VIII. PARLIAMENTARIAN

The State's Attorney or an Assistant State's Attorney shall be in attendance at all meetings of the Board and shall be Parliamentarian of the Board and upon request of the Chairman, shall render to the Chairman advice or an opinion on questions of parliamentary law and procedure applicable to matters arising before the Board. The rules or parliamentary procedures as set forth in the latest published edition of *Roberts Rules of Order, Revised* shall govern the procedure of the Board in all cases applicable and in which the same are not inconsistent with these rules.

IX. RULES OF THE BOARD

- A. Any question so put unless a Statute provides otherwise, shall be considered adopted if such question receives a majority favorable vote of all those who vote on the issue. Any person excused by the County Board Chairman from voting will be considered, for the purpose of that vote, to not have voted either affirmatively or negatively and the abstention shall be treated as if a vacancy had occurred in office of such person.

On Zoning matters, any motion to reclassify property must receive a majority of voting members' votes, not a majority of the County Board which unfairly causes abstaining members' votes to count as a "no" vote. In the event an official objection has been filed with the County Clerk as prescribed by State Statutes, the reclassification shall not be passed except by a favorable vote of 3/4 of all members of the County Board (8 votes).

Map and text amendments shall require a simple majority of the elected County Board members. For purposes of cases where a formal protest has been filed, the rules should state that a favorable vote of 3/4 of the members holding office is required.

- B. No motion shall be debated or put unless seconded. When seconded, it shall be stated by the Chairman before being debated.
- C. A motion to adjourn shall always be in order and shall be decided without debate.
- D. No member shall absent himself before the formal closing of the day's session, unless excused by the County Board Chairman.
- E. After a motion is stated by the County Board Chairman or read by the Clerk, it shall be considered to be in possession of the Board, but may be withdrawn by the mover on consent of the second at any time previous to a decision or amendment thereon.
- F. The Clerk shall call the names of the members of the Board when calling the roll, or

Exhibit 1

polling a vote, in a rotating alphabetical order of members.

- G. The County Board Chairman shall have the right to call for a vote by voice vote, or by leave to adopt a previous roll call vote, in all cases, unless there is an objection by one member, in which case a roll call vote shall be taken. The minutes shall reflect the results of each roll call.
- H. All monetary expenditures require a roll call vote. (Amended 11/18/2008)
- I. No alteration or amendment shall be made in any rules of the County Board without the consent of two-thirds of the members thereof. The rule may be suspended in any particular case by vote of two-thirds of the members present.
- J. All questions not covered by these Rules of Order shall be decided by *Roberts Rules of Order, Revised*.
- K. The County Board Chairman shall vote on all motions, ordinances, amendments thereto, or other matters coming before the Board.
- L. All claims shall be signed by the officer or department head or designee who made the purchase or incurred the liability, and sworn to be claimant, and must be on file no later than 4:30 PM one week prior to the Budget and Finance Committee meeting, unless otherwise permitted by the Board, excepting the County Board Members bills for per diem and mileage. (Amended 11/18/2008)
- M. In the case of the absence of the Chairman and the Vice Chairman at any County Board meeting, the Clerk of the County Board shall convene the meeting and the members shall choose one of their number as temporary Chairman.

X. EXECUTIVE SESSION MINUTES

Minutes of any executive session shall be reviewed at least semi-annually by the County Board for continued confidentiality in accordance with the Illinois Open Meetings Act. Executive session minutes and corresponding tapes shall be kept secure in the County Clerk's Office. Executive session matters are to be kept confidential until released. (Amended 11/18/2008)

XI. SPECIAL COMMITTEES

- A. Special Committees may be appointed by the County Board Chairman subject to approval of the County Board whenever such action is deemed necessary or required

Exhibit 1

and such Committees shall exist only for the purpose for which they are appointed. The same per diem rules specified in Section XVI A. PER DIEM apply for appointed Board members. (Amended 11/07/2006) All Special Committees of the Board shall include Public Comment on the meeting agenda and follow the Regular & Special Board meeting rules for Public Comment (Section III E.) (Amended 4/3/2019)

XII. STANDING COMMITTEES

- A. The Standing Committees of the Board shall consist of five members each. The County Board Chairman shall designate which county offices are assigned to these committees. Committees are to be appointed every two years with Board approval. (Amended 11/18/2008, 06/19 /2012)

All standing committees shall be appointed by the Chairman at the first Adjourned Meeting after the Organizational meeting on the first Monday in December. Such members shall remain members of the respective committees at the pleasure of the Chairman. Further, should a vacancy exist in any Committee, the Chairman of the Board shall have the authority to fill such vacancy, subject to the approval of the County Board.

All Standing Committees of the Board shall include Public Comment on the meeting agenda and follow the Regular & Special Board meeting rules for Public Comment (Section III E.) (Amended 4/3/2019)

Such standing committees shall be as follows (see current Committee assignments in attachment):

1. HIGHWAY:

This committee shall be responsible for the oversight and review of planning, acquisition, construction, improvement, modification and maintenance of the County's infrastructure, such as, but not limited to, roads, bridges, rights of way, water systems, and resource recovery systems. This committee shall be responsible for oversight and review of infrastructure to insure the health, safety and welfare of the citizens of the County.

This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) and overseeing any revenue receipts and making recommendations for expenditures on behalf of the Highway Department. Responsibilities also include those projects and duties assigned by the Committee of the Whole and County Board Chairman. (Amended 11/18/2008)

Exhibit 1

2. FACILITIES MANAGEMENT:

This committee shall be responsible for the overall operation, maintenance, scheduling and improvements to existing county buildings, owned or leased and county owned properties. They shall recommend to the County Board for approval and/or action those contracts, leases, purchases or other instruments necessary to accomplish the orderly functioning of County facilities. This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) and overseeing any revenue receipts and making recommendations for expenditures on behalf of the Facilities Management Department. Responsibilities also include those duties and projects assigned by the Committee of the Whole and County Board Chairman. (Amended 11/18/2008)

3. LAW, JUSTICE AND LEGISLATION:

This Committee shall be the County Board's liaison to the County Sheriff's Office, KenCom (including E-911 system), E.M.A. (Emergency Management Agency), Coroner, Judiciary, State's Attorney's Office, the Circuit Clerk of the Court, Public Defender and Probation/Combined Court Services. They shall review, analyze examine and recommend for approval ordinances requested by the Sheriff's Office. This committee shall report to the Budget and Finance Committee on behalf of the Sheriff, E.M.A., KenCom, Coroner, Judiciary, State's Attorney's Office, the Circuit Clerk of the Court, Public Defender and Probation/Combined Court Services. This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) and overseeing any revenue receipts and making recommendations for expenditures. In addition, this committee shall also monitor legislation proposed at the State and Federal level that may impact the operation of the Kendall county Government, including coordinating with regional and statewide associations. Responsibilities also include those projects and duties assigned by Committee of the Whole and County Board Chairman. (Amended 3/7/2017)

4. ECONOMIC DEVELOPMENT:

This committee shall be responsible for the oversight and control of the county's economic growth and development. They shall be responsible for economic needs of the County and other units of government located within the County. They shall employ and supervise such staff as established and provided for by

Exhibit 1

the County Board. They shall act as the county's liaison to various state and federal agencies and programs dealing with local economic issues. They shall be responsible for making reports to the County Board regarding grants and programs, applications and progress. They shall be responsible for the preparation of necessary documents and data as may be required by governmental agencies, units of local government or local developers. This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) and overseeing any revenue receipts and making recommendations for expenditures. Responsibilities also include those projects and duties assigned by the Committee of the Whole or County Board Chairman.

5. ADMINISTRATION – HUMAN RESOURCES:

This committee shall be responsible for the developments, implementation, oversight, adherence and administration of County personnel and policies. They shall oversee the County insurance needs and make recommendations to the County Board for action, modification or renewal of county insurance programs. They shall be responsible for the preparation and dissemination of information about progress, growth, development, operation and services available in the County to the media, press and public. This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) oversee any revenue receipts and make recommendations for expenditures. Responsibilities also include those projects and duties assigned by the Committee-of-the-Whole and County Board Chairman.

This Committee also meets as needed to discuss the activities of the County Offices and Departments involved in the tax cycle and geographic information system (GIS). The Committee shall be the County Board's liaison to the Tax Board of Review, County Treasurer, County Clerk, Chief County Assessing Officer, Administration, Technology and GIS. The Committee provides an opportunity to make certain that the activities involved in the tax cycle are coordinated and that the County Board is aware of the priorities, and needs of the Treasurer, County Clerk, Chief County Assessing Officer, Administration, Technology and GIS. (Amended 11/18/2008)

6. PLANNING, BUILDING AND ZONING:

This committee shall be responsible for the preparation, examination, review and analysis of the County comprehensive plan, including land use needs and requirements; for the review, modification and administration of the County's land use plans, zoning and mapping and platting ordinances.

Exhibit 1

Responsible for the review, modification and recommendation to the County Board for the amendment to County construction guidelines, building codes and standards and zoning amendments and the review of all proposals for development within the County. Responsible for the review of all changes or modifications involving agricultural lands or flood plains and the supervision of the enforcement of county ordinances pertaining to land use and buildings. This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) oversee any revenue receipts and make recommendations for expenditures. This committee shall be the County Board's liaison to the Building and Zoning Committee. Responsibilities also include those projects and duties assigned by the Committee of the Whole and County Board Chairman.

7. BUDGET AND FINANCE:

This committee is responsible for making recommendations concerning County fiscal policies and administration, including overall coordination of the annual County budget. The committee shall examine, review, analyze and where appropriate and necessary make recommendations concerning the annual budget. They shall prepare with the County Board Chairman, the annual appropriation and levy ordinance. They shall review all internal and external audits of all County departments and offices of all elected County officials. They shall also review, recommend the disposition of state, federal and agency grant requests and the appropriation of salaries of all County employees, appointed officials and office holders. They shall review all matters of real estate, taxation, and finances for the purpose of generating new services for the County. They shall generate, in conjunction with the County Treasurer's office, monthly and year-to-date income statements, revenue projections, expense statements and projections, projected surpluses or shortfalls. They shall be responsible for all purchasing and inventory controls. This committee shall oversee the Chief County Assessing Officer and department. This committee shall review and evaluate the performance of the Chief County Assessing Officer. Responsibilities also include those projects and duties assigned by the Committee of the Whole and County Board Chairman.

8. ANIMAL CONTROL:

This committee shall be responsible for policies guiding the operations of the Animal Control department and facility.

Exhibit 1

9. LABOR & GRIEVANCE COMMITTEE

This committee shall be responsible for oversight of all collective bargaining contract negotiations for Kendall County. This committee shall provide recommendations and reports for union matters to the County Board. They shall also conduct employee grievance hearings as may be required and forward hearing findings to the County Board Chairman, department heads and elected officials, as appropriate. Responsibilities also include those projects and duties assigned by the Committee-of-the-Whole and County Board Chairman. (Amended 06/19/2012, Res. 2012-29)

10. HEALTH & ENVIRONMENT COMMITTEE

This committee shall be responsible for review and oversight of relevant health and environmental matters in Kendall County, Illinois. They shall be responsible for the preparation and dissemination of information about current health and environmental issues and resources in the County to the County Board, the media and the public. Responsibilities also include those duties and projects assigned by the Committee of the Whole and County Board Chairman. (Amended 06/19_/2012, Res. 2012-29__)

11. COMMITTEE-OF-THE-WHOLE:

This committee shall be responsible for: preparation of the County Board Meeting Agenda; consideration of County Board Chairman appointments; review matters affecting Board policies and rules; examination of State and Federal legislation; recommendations for the judicial and legal needs of the County; relations and negotiations with labor, personnel, union and collective bargaining groups; hearings on the issuance of County licenses; review matters not specifically assigned to other committees. The committee shall serve as the communication link between the County Board Chairman, the County Board, and the Standing Committees.

12. SPECIAL COMMITTEE ASSIGNMENTS:

The County Board Chairman shall appoint liaisons to various boards and committees including, but not limited to, the Community 708 Mental Health Board, the Housing Authority Board, the KenCom Executive Board, and the Board of Health, with the advice and consent of the County Board. The same per diem rules specified in Section XVI A. PER DIEM apply for appointed Board members. (Amended 11/07/2006, 06/19_/2012, Res. 2012-29__)

Exhibit 1

XIII. COMMITTEE VACANCIES

- A. Whenever any member of any committee is either temporarily or permanently unable to perform the duties of such appointment due to resignation, death, disability, illness, or absence, the Chairman of the County Board may declare such position vacant and appoint another member to fill the vacancy, subject to the approval of the County Board. If the vacancy is temporary and not permanent, the appointment shall terminate once the incumbent member is able to return to perform the duties of the committee assignment. If a member misses three (3) consecutive meetings, the County Board Chairman may replace that member either permanently or temporarily, subject to the approval of the County Board. (Amended 11/07/2006, 06/19/2012, Res. 2012-29__)

XIV. COMMITTEE POWERS

- A. The various elected officials and department heads, in addition to the County Board staff, shall provide such assistance, information and support to the standing committees and to the Board as a whole as shall be required by said committees or by the Board. Information required by the Board or any of its standing committees shall be provided upon request of any board member or board staff. The staffing for the standing committees shall be provided by the County Board staff. All County Board Committees, in the exercise of their oversight and legislative functions and powers, shall have the right to summon employees and to review those documents and records necessary or helpful in the exercise of such responsibilities. Willful failure to respond to a written request issued to a County employee or appointed department head by a Board Committee shall be sufficient cause to authorize the Committee to apply to the County Board Chairman for an order of the failure of the employee to appear and to request an immediate redress of said grievance. Moreover, it shall be the policy of the County Board that the County Board staff shall be made available in their respective areas of expertise to the elected County officers and to the various department heads, to the extent that the said request is not in conflict with the priorities assigned by the County Board.
- B. All Committees and Committee Chairmen shall be appointed by the Chairman of the County Board with approval of County Board. Each Committee Chairman shall appoint their committee vice chairman. (Amended 11/18/2008)
- C. Meetings of all Committees may be held on a regular meeting date and place or may be called by three (3) days notice by the Committee Chairman or a majority of the Committee. When called, a copy of said notice shall be sent to the Office of Administrative Services.
- D. Any Board Member is welcome and encouraged to attend Committee meetings other than Committees to which the Board Member is assigned. A Committee Chairman has the option of appointing other Board Members to meet the minimum level

Exhibit 1

required for a quorum. If a Board Member is appointed to meet the Committee quorum, the Board Member is entitled to collect a per diem and to vote for the duration of the meeting. (Amended 12/15/2009)

- E. The Committee Chairman shall designate a recorder to keep minutes of each meeting and shall file a copy thereof with the Clerk on or before the next regular County Board meeting date.

XV. COMMITTEE REPORTS:

- A. Committee reports shall be made by the Chairman of each respective Committee, or, in his absence by the Vice-Chairman of said Committee. In the event of the absence of both the Chairman and Vice-Chairman of a Committee at a regular County Board Meeting, the Committee report may be made by any other member of said Committee.
- B. All Committees shall report in writing giving the facts and opinions thereon, and every report will be approved by the County Board.

XVI. COUNTY BOARD MEMBERS SALARY AND PER DIEM

- A. The salary of the County Board members, excluding the County Board Chairman, shall be established by resolution of the County Board.
(Amended 06/19/2012, Res. 2012-29)
- B. A County Board member may collect a per diem for attending County Board meetings and assigned County Board Committee meetings (as assigned pursuant to Sections XII and XIII above). A County Board member may also collect a per diem for attending meetings of other organizations for which the County Board member has been assigned to and approved to attend by the County Board. A per day or per diem compensation covers the entire 24 hours in a day. A County Board member who attended a meeting of the County Board as well as one or more other qualifying meetings on the same day may only receive one per diem of the amount established by resolution of the County Board. If the member ~~he~~ attended two or more qualifying meetings on the same day, the member may receive only one per diem of the amount established by resolution of the County Board. (Amended 10/15/2002; 06/19/2012, Res. 2012-29)

XVII. COUNTY BOARD CHAIRMAN AND LIQUOR CONTROL COMMISSIONER COMPENSATION

- A. The County Board Chairman's salary shall be established by resolution of the Kendall County Board. Additionally, a stipend shall be established by resolution of the Kendall County Board for the role of Liquor Control Commissioner. Furthermore, the County Board Chairman shall receive an additional per diem for

Exhibit 1

attendance at County Board Committee meetings for which the County Board Chairman has been assigned to and approved by the County Board, for attending Committee of the Whole (COW) meetings, and for attending meetings of other organizations for which the County Board Chairman has been assigned to and approved to attend by the County Board. The County Board Chairman shall not collect a per diem for attending County Board meetings. A per day or per diem compensation covers the entire 24 hours in a day. If the County Board Chairman attended two or more qualifying meetings on the same day, the County Board Chairman may receive only one per diem of the amount established by resolution of the County Board. (Amended 05/20/08; 06/19/2012, Res. 2012-29)

XVIII. MILEAGE REIMBURSEMENT AND HEALTH INSURANCE

- A. The County Board Chairman and County Board members are allowed mileage reimbursements to attend committee meetings, subcommittee meetings, County Board meetings, county business meetings, seminars, conferences, and out of county travel for meetings assigned by the County Board Chairman. The mileage reimbursement rate is the same rate set by the Internal Revenue Service for mileage deductions.
- B. The type of coverage and cost of Health Insurance for the County Board Chairman and the County Board members may be established by resolution of the County Board. (Amended 06/19/2012, Res. 2012-29)

XIX. AMENDMENT & EFFECT OF RULES

- A. No alteration or amendment shall be made in any rules of the County Board without the consent of 2/3 of the County Board members thereof. The rule may be suspended in any particular case by vote of 2/3 of the County Board members present.
- B. All questions not covered by these Rules of Order shall be decided by *Roberts Rules of Order, Revised*.
- C. All rules or parts of rules previously passed, or adopted by the County Board relating to Rules of Order, and the same are hereby, repealed.
- D. The above and foregoing Rules shall be in full force and affect after their passage and approval by the County Board and until such times as such Rules are altered, changed, repealed or amended by appropriate action of the said County Board

XX. SEVERABILITY:

If any County Board Rules are in conflict with the Counties Act, Illinois Compiled Statutes, Chapter 55, Section 5/2-1001 through 5/2-1007, or any other State Statute, they shall be deemed null and void.

Exhibit 1

In the event that any of these Rules shall conflict with the provisions of Illinois law, that rule shall be deemed to be of no further force and effect. The determination of the invalidity of any such rule shall not affect the validity of the remainder of the rules.

Adopted: May 9, 1972

Amended: December 14, 1976
December 12, 1978
March 8, 1983
January 12, 1988
April 9, 1991
November 16, 1999
October 15, 2002
November 7, 2006
May 20, 2008
November 18, 2008
December 15, 2009
June 19, 2012 (Resolution 2012-29)
March 7, 2017
October 3, 2017
April 3, 2019
June 18, 2019

HIGHWAY COMMITTEE MINUTES

DATE: June 11, 2019
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Scott Gryder, Amy Cesich, Judy Gilmour and Matt Prochaska
STAFF PRESENT: Ginger Gates and John Burscheid
ALSO PRESENT: PJ Fitzpatrick, Kelly Farley and Ken Koch

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 Cesich; second Prochaska, to approve the Highway Committee meeting minutes from May 14, 2019. Motion approved unanimously.

Motion Gilmour; second Cesich to recommend approval of an ordinance establishing an altered speed limit of 50 MPH on Van Emmon Road beginning ¼ mile east of Woodland Drive and extending easterly to Illinois Route 71. By roll call vote, motion approved unanimously.

Motion Gilmour; second Prochaska to recommend approval of a Preliminary Engineering Services Agreement between Kendall County and Crawford, Murphy & Tilly, Inc. to provide a feasibility study of the intersection of Galena Road, Kennedy Road and Mill Road at a cost not-to-exceed \$20,000; said funds to be taken from the Transportation Sales Tax Fund. Burscheid provided brief description of project to study the intersection. Gryder thought it was a good opportunity to work with the City of Yorkville to look at this area. Yorkville Alderman, Ken Koch, reported that the base on Mill Road was shot and could cause heaving of the road. He also reported that Grand Reserve was providing the majority of funding for reconstruction of Mill Road. Kelly Farley discussed the process of evaluating the roadways for a possible roundabout, including obtaining traffic counts on Mill Road, which were not included in the Galena Road Study. He thought it was possible to have the feasibility study completed by August 1, 2019. By roll call vote, motion approved unanimously.

Committee briefly discussed the status of the Millington Road Bridge repairs. Water in Fox River is still too high to work on the project.

Prochaska reported that he has been in discussion with Sue Rezin's office in regard to obtaining a State grant to help pay for Caton Farm Road resurfacing. That project was already completed in May 2019. Funds may be applicable to other projects. Prochaska asked if Gryder could talk to County Engineer, Fran Klaas, about the status of these funds.

Motion Cesich; second Gilmour to forward Highway Department bills for the month of June in the amount of \$526,595.13 to the Finance Committee for approval. By roll call vote, motion approved unanimously.

Motion Prochaska; second Cesich to adjourn the meeting at 3:50 P.M. Motion carried unanimously.

Respectfully submitted,



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

Action Items

1. Ordinance establishing an altered speed limit of 50 MPH on Van Emmon Road beginning ¼ mile east of Woodland Drive and extending easterly to Illinois Route 71.
2. Preliminary Engineering Services Agreement between Kendall County and Crawford, Murphy & Tilly, Inc. to provide a feasibility study of the intersection of Galena Road, Kennedy Road and Mill Road at a cost not-to-exceed \$20,000; said funds to be taken from the Transportation Sales Tax Fund.

**COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, June 13, 2019**

Call to Order

Committee Vice Chair Matt Kellogg called the Budget and Finance Committee to order at 5:00p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Audra Hendrix	Here		
Matt Kellogg	Here		
Matthew Prochaska	EXCUSED		

Staff Members Present: Latreese Caldwell, Scott Koepfel, RaeAnn VanGundy

Approval of Agenda – Member Cesich made a motion to approve the agenda, Member Hendrix seconded the motion. **With three members present voting aye, motion passed by a vote of 3-0.**

Approval of Claims – Member Hendrix made a motion and Member Cesich seconded the motion to forward for approval of Claims in an amount not to exceed \$880,700.22, and additional Petit Juror Claims for May 2019 in an amount not to exceed \$264.16 to the County Board. **With three members voting aye, the claims were approved to forward to the County Board for final approval by a vote of 3-0.**

Department Head and Elected Official Reports - None

Items from Other Committees – None

Items of Business

- *Discussion of FY2020 Budget Timeline* – Latreese Caldwell directed the committee to the FY2019 Budget Book, and reviewed the proposed timeline. Ms. Caldwell reminded the committee that the process didn't begin until August last year, which didn't allow adequate time for office/department capital plan and budget submissions. Discussion on the timeline for the upcoming budget year, budget hearings, budget analysis based on 6-month data from the Treasurer's Office, having combined COW/Finance meetings for budget discussions with the full Board, and adding additional budget meetings in September, October and November as necessary.

Executive Session – Not needed

Items for the County Board

- *Approval of Claims in an amount not to exceed \$880,700.22, and additional Petit Juror Claims for May 2019 in an amount not to exceed \$264.16*

Adjournment – Member Cesich made a motion to adjourn the Budget and Finance Committee meeting, Member Hendrix seconded the motion. **The meeting was adjourned at 5:53p.m. by a 3-0 vote.**

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

County of Kendall, Illinois
ORDINANCE # 2019-_____

KENDALL COUNTY ANIMAL CONTROL FEES ORDINANCE

WHEREAS Kendall County has the authority to regulate animals and the possession thereof within the County limits. 510 ILCS 5/24, and

WHEREAS that authority includes the ability to establish fees to support the requirements established by the County and the services provided by the County. *See* 55 ILCS 5/5-1005; 510 ILCS 5/7; 510 ILCS 5/8; 510 ILCS 5/10; and

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Kendall, State of Illinois that hereafter the following animal control fees are established in Kendall County and shall be collected by the Kendall County Animal Control Department. These fees will then be remitted to the Kendall County Treasurer in accordance with section 7 of the Illinois Animal Control Act (510 ILCS 5/7), unless required otherwise by applicable state statute or regulation.

Section 1: Rabies Tags. The following fees shall be imposed on all individuals obtaining rabies vaccination tags for dogs from the Kendall County Animal Control Department:

Rabies Tags Fee for 2019:

- a. One-year tags: \$10 for an altered animal, and \$25 for an intact animal;
- b. Three-year tags: \$25 for an altered animal, and \$60 for an intact animal; and,
- c. Replacement tags: \$5 for a replacement tag, with proof of vaccination.

Rabies Tags Fee for 2020 and future years:

- d. One-year tags: \$12 for an altered animal, and \$27 for an intact animal;
- e. Three-year tags: \$30 for an altered animal, and \$65 for an intact animal; and,
- f. Replacement tags: \$5 for a replacement tag, with proof of vaccination.

Section 2: Relinquishment Fees. The following fees shall be imposed on all individuals seeking to relinquish ownership of a dog to the Kendall County Animal Control Department:

- a. \$50 for a dog older than four months;
- b. \$25 for a puppy, four months or younger;

- c. \$50 for a nursing mother with puppies; and,
- d. \$25 for the first puppy in a litter of puppies, four months or younger, and \$5 for each additional puppy in the litter.

Section 3: Reclaiming Fees. The following fees shall be imposed on all individuals seeking to reclaim an animal, owned by them, but taken into the custody of Kendall County Animal Control Department, for whatever reason:

- a. *Impoundment fees:* \$45 for a first offense, \$95 for a second offense, and \$125 for each subsequent offense;
- b. *Public Safety Fee:* \$25 fee or the amount required pursuant to Section 8 of the Illinois Animal Control Act (510 ILCS 5/10), whichever is greater. This fee, however, shall be waived for a first offense, but only if (i) the animal has been altered or (ii) the animal is altered within fourteen (14) calendar days after being reclaimed and the owner submits proof thereof to the Kendall County Animal Control Department within a timely manner;
- c. *Boarding fees:* \$12 per day for each calendar day the animal is boarded by the Kendall County Animal Control Department or an authorized agent of Kendall County. A boarding fee will not be charged for the day the animal arrived at Kendall County Animal Control Department (if the animal arrived during the Department's regular business hours), or the following day (if the animal arrived after regular business hours);
- d. *Rabies Vaccination Refundable Deposit:* If an individual seeking to reclaim a dog does not present documentation to verify the dog is current with its rabies vaccination, the individual shall submit a rabies vaccination deposit before the dog may be reclaimed from the Kendall County Animal Control Department. The rabies vaccination deposit may only be refunded if proof of rabies vaccination is received by the Kendall County Animal Control Department within five (5) business days after the dog is reclaimed. The rabies vaccination deposit amount shall be \$40 for a first offense and \$80 for each subsequent offense;
- e. *Spay/Neuter Refundable Deposit:* If an intact animal is impounded by the Kendall County Animal Control Department more than once, the individual seeking to reclaim that animal must submit a \$40 spay/neuter deposit each time the intact animal is impounded after the first offense. No intact, impounded animal shall be released by the Kendall County Animal Control Department prior to receipt of the spay/neuter deposit. The spay/neuter

deposit may only be refunded if proof that the animal has been altered is received by the Kendall County Animal Control Department within thirty (30) calendar days after the animal was reclaimed.

No animal will be released to the owner until all fees set forth in Section 3 have been paid in full.

Section 4: Adoption Fees. The following fees shall be imposed on all individuals who adopt an animal from Kendall County Animal Control Department:

Animal	Animal Age	Days Available for Adoption at KC Animal Control	Adoption Fee
Puppies	6 months or less	ANY	\$ 135.00
Dogs	more than 6 months	0-59	\$ 120.00
Dogs	more than 6 months	60-89	\$ 60.00
Dogs	more than 6 months	90+	Waive Fee
Kittens	3 months or less	ANY	\$ 95.00
Cats	more than 3 months	0-59	\$ 70.00
Cats	more than 3 months	60-89	\$ 35.00
Cats	more than 3 months	90+	Waive Fee

No adopted animal shall be released by the Kendall County Animal Control Department until the adoption fees are paid in full.

Section 5: Superseding Prior Ordinances. Upon its effective date, this Ordinance replaces and supersedes all previous ordinances which establish fees for the specific circumstances identified above.

Section 6: Effective Date. This Ordinance and the regulations contained therein shall be in full force and effect on and after the date signed below.

ADOPTED and APPROVED this 18th day of June, 2019.

Approved:

Attest:

Scott R. Gryder
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY, JUNE 3, 2019**

Committee Vice Chair Tony Giles called the meeting to order at 4:01 p.m.

Roll Call: Members Present: Amy Cesich, Judy Gilmour, Tony Giles,
Members Absent: Matt Kellogg

Audra Hendrix entered the meeting at 4:05 pm

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

Others Present: Facilities Management Director Jim Smiley.

Approve the May 6, 2019 Facilities Committee Meeting Minutes – There were no changes to the May 6, 2019 minutes; Member Cesich made a motion to approve the minutes, second by Member Gilmour. **With enough present members voting aye, the minutes were approved.**

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

Public Comment – None

Old Business/Projects

1. *Historic Courthouse Window Project* – Director Smiley informed the Committee the interior finishes on the window are complete. Jim also stated the shutters needed to be adjusted to fit the new window; which is in process of being completed and re-installed. The project should be closed out soon.
2. *Vending Machine Changes at County Office Building & Courthouse* – Director Smiley stated the IDHS representative requested the insurance requirement be lowered from \$5,000,000.00 to \$2,000,000.00. The Consensus of the Committee is to approve lowering the insurance requirements to \$2,000,000.00.
3. *Public Safety Center – H.V.A.C. Replacement Project* – Director Smiley informed the Committee the first two air handlers are operating on the new chiller as of May 20th, the piping and coil installation for MZU #3 was completed the week of May 27th and the cold water supply was turned on to this unit on May 29, 2019. Mr. Smiley stated he was informed it was a little warm on the west end of the Jail but they are still working on the system. Trane stated they are having a problem with circuit #1 and are trying to diagnose and troubleshoot with a factory specialist. Jim informed the Committee the remaining work is converting controls from pneumatic to electronic. These controls will be cut over one pod at a time to minimize down time. Director Smiley stated substantial completion by the end of June and close out in July.
4. *Courthouse Roof Replacement Project* – Director Smiley stated on May 14, 2019 the core samples were completed. The architect is working on drawings and specifications for the project. Director Smiley hopes to have the project out to bid this month with the results being available for the July Facilities Committee meeting.
5. *KCFM Truck Replacement* – Director Smiley informed the Committee an email was received from Gjovick stating the truck is expected to be available in early July.
6. *Courthouse Lactation Room* – Director Smiley stated the wall signs were installed on May 20th. The electronic signs at the circuit clerk's office were activated the week of May 27th. The furniture was also installed the same week. **Project Complete.**

7. *Chair Lift Repair Courtroom #112* – Director Smiley started troubleshooting but is working with limited time in the courtroom due to court activity. Director Smiley hopes to have the project complete by the July Facilities Committee meeting.

New Business/Projects

1. *Chair's Report*

- a. *Health & Human Services Dental Office Bid Review* – Director Smiley was directed to get a bid from a general contractor to build out this project. Due to the new equipment installers specifications the scope of project changed, so the bid came in much higher at \$49,038.00. Committee members asked Dr. Tokars if the Health Dept. budgeted for this project. Dr. Tokars, Health and Human Service Director stated the original estimate amount of approx. \$16,000.00 is in the Health Department budget. Director Smiley confirmed since this came in over our \$30,000.00 bid threshold this will need to be put out for public bid if we decide to have a general contractor build out the project. The Committee asked Director Smiley if he would put out an Invitation to Bid to confirm the general contractor's price is accurate. Mr. Smiley said he has the Animal Control project starting up along with putting out Invitation's to Bid for elevator controls and parking lot resurfacing. The Censuses of the Committee is to have Director Smiley to draft the ITB by the July meeting if possible.
- b. *Solar Field Update* – Arnie Schramel from Progressive Energy addressed the Committee on behalf of Chris Childress on updates of the Solar Field. Mr. Schramel stated Kendall County was awarded the solar field project, official notification came a few weeks ago. Director Smiley stated a conference call with GRNE, Chris Childress from Progressive Energy, Scott Koepfel, County Administrator and Director Smiley is scheduled for June 4, 2019 to discuss the scope of the work. Arnie stated the following:
 - GRNE has received the permit from the City of Yorkville and is working with ComEd to receive data connection information.
 - The equipment has been ordered.
 - Since the opaque fence required by the City of Yorkville to approve the special use permit cost came in more than expected, GRNE is are working on some possible options to bring this cost down.
 - The State of Illinois Department of Revenue just released notification on how to tax solar projects on exempt property.

Director Smiley stated all of these items will be discussed in the conference call on June 4th.

- c. *County Office Building Projects* –Director Smiley spoke with Chair Kellogg before the meeting and Mr. Kellogg informed Director Smiley that another bank property was proposed to be used for the Treasurer's office and the City of Yorkville would like Kendall County to consider this option as well. Committee members would like Director Smiley to discuss with Chair Kellogg why properties for purchase are being considered for the County Treasurer's office before moving forward. Director Smiley stated in his opinion the minimum we should do this year would be to install a card access system on the outside doors and interior hallways at the County Office Building.
2. *Animal Control Projects Update* – Director Smiley spoke with Healy Bender was informed they will be on site next week to do a more in-depth field look at the property. Director Smiley will update the project at the next Facilities Committee meeting in July.

3. *Historic Courthouse Window Replacement* – Director Smiley stated the vendor was on site on May 20, 2019 verifying measurements. Mr. Smiley informed the Committee the invoice for the down payment is currently being processed and the vendor will bring the Performance Bond and the Certificate of Insurance the next week.
4. *Elevator Controls Invitation to Bid* – Director Smiley received the Invitation to Bid back from the State’s Attorney’s Office. Mr. Smiley anticipates presenting the winning bid at the next Facilities Committee meeting in July.
5. *Demand Response Program Update* – Director Smiley reminded the Committee the initial estimate we were to receive for participating in the program was \$27,326.00 plus they paid for a \$50,000.00 upgrade to the Public Safety Center generator in order to comply with EPA requirements. Jim informed the Committee we actually received \$31,919.88 which was more than expected. The Committee requested Director Smiley to verify with Chair Kellogg what fund the money was going into.
6. *PSC Floor Maintenance* – Director Smiley informed the Committee the second floor of the Public Safety Center hallway and elevator floors were stripped and re-waxed.
7. *Annual Elevator Pressure Testing* – Director Smiley stated the annual state required pressure testing on all elevators at all facilities and was completed and passed on May 15th and 16, 2019. **Project Complete.**
8. *Approve to Request the State’s Attorney’s Office to draft a new Lease with the DuPage County Housing Authority, for space in the Health & Human Services facility* – Director Smiley informed the Committee a lease request letter was received by Housing Authority requesting a new lease with two one year options like they currently have. The current lease expires July 31, 2019 and requires a 60 day notice for renewal. Committee members directed Mr. Smiley to send the request to the State’s Attorney’s office to develop the new lease for the next FM Committee meeting in July.

Staffing/Training/Safety

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

Other Items of Business

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

Questions from the Media – None

Executive Session – None

Adjournment – Vice Chair Giles asked if there was a motion to adjourn. Member Cesich made a motion to adjourn the meeting, second by Member Hendrix. **With all members present voting aye, the meeting adjourned at 5:08 p.m.**

Respectfully submitted,

Christina Wald
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
Economic Development Committee

Meeting Minutes
Friday, June 7, 2019

Call to Order

The meeting was called to order by Chair Audra Hendrix at 9:30a.m.

Roll Call

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

Staff Present: Scott Koeppel, Mera Johnson

Approval of Agenda – Member Vickers made a motion to approve the agenda, second by Member Prochaska. **With four members voting aye, the motion was approved.**

Approval of April 26, 2019 Meeting Minutes – Member Cesich made a motion to approve the April 26, 2019 meeting minutes, second by Member Vickers. **With four members voting aye, the motion carried by a vote of 4-0.**

Committee Business

- *Discussion of Kendall County Economic Development Corporation* – Mr. Koeppel updated the committee by saying that he and Member Prochaska have been working with DCEO lawmakers in Springfield regarding rule revision to laws for options utilizing Economic Development Revolving Loan funds. Discussion on the legality of using EDC Revolving Loan funds to fund an Economic Development Corporation, the EDC Recapture Strategy, involving our lobbyist, and slowing down the development of an Economic Development Corporation for Kendall County, and the direction for Economic Development. **There was consensus by the committee to authorize Mr. Koeppel to contact our lobbyist and ask for their assistance with the issue.**

- *Stakeholder List Update* – The committee reviewed the additional results with the committee. Discussion on scheduling a breakfast meeting with interested stakeholders, building relationships, and networking with stakeholders, and also to update them on our current status and issues with funding an EDC.

COUNTY OF KENDALL, ILLINOIS
Economic Development Committee

Updates and Reports – Review of the current EDC loan statuses, discussion of the status of the Civilian Arms Force business, and their loan specifications. **The committee asked Mr. Koepfel to send a certified letter asking for the status of the Civilian Arms Force business operation.**

Chairs Report – No report

Items for the June 4, 2019 County Board Meeting - None

Items for the June 13, 2019 Committee of the Whole Meeting - None

Public Comment – None

Executive Committee – Not needed

Adjournment - Member Cesich made a motion to adjourn, second by Member Vickers. There being no objection, the Economic Development Committee meeting was adjourned at 10:12a.m.

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Clerk

COUNTY OF KENDALL, ILLINOIS
Law, Justice and Legislation Committee
Monday, June 10, 2019
Meeting Minutes

Call to Order and Pledge Allegiance - Chair Tony Giles called the meeting to order at 3:15p.m. who led the Pledge of Allegiance.

Roll Call:

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

With four members present voting aye, a quorum was determined to conduct business.

Others Present: Sheriff Dwight Baird, Public Defender Vicki Chuffo, EMA Director Joe Gillespie, Commander Jason Langston, Deputy Commander Mitch Hatten, Presiding Judge Robert Pilmer, Coroner Jacquie Purcell, Commander Bobby Richardson, Facilities Director Jim Smiley, States Attorney Eric Weis

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

Approval of Minutes – Member Hendrix made a motion to approve the May 13, 2019 meeting minutes, second by Member Vickers. **With four members present voting aye, the motion carried.**

Status Reports

Coroner – Coroner Purcell reviewed the monthly report with the committee, and reported 21 deaths: 19 natural, 1 accidental fall in home, 1 suicide), and 16 cremations for the month of May. Coroner Purcell also reviewed the personnel actives and community service hours for the month. Written report provided.

Court Services – Written report provided.

EMA – Written report provided. Director Gillespie stated that they participated in an Evidence Search for a weapon with Aurora Police due to a homicide; multi-agency search and rescue training on Shoreline Safety; and EMA and IAP Training in the month of May. Siren, STARCOM and WSPY Emergency Alert System (EAS) testing continued.

Public Defender – Public Defender Chuffo reported a substantial increase in all areas. Written report provided.

Sheriff’s Report

- a. Operations Division – Commander Langston reported additional patrols in the Oswego Township area in May in an attempt to deter from recent suspicious activities throughout the area, and increased sheriff’s deputy presence in Boulder Hill due to gang related graffiti and suspected activity found in the area. Commander Langston also reported the Youth Academy would begin on June 11th, and has 18 area youth participating this year.

Deputy Commander Hatten reported on recent National Integrated Ballistic Information Network (NIBIN) training. The NIBIN network assists in incarcerating armed violent offenders plaguing our communities by automating ballistics evaluations and providing actionable investigative leads in a timely manner to law enforcement agencies across the United States. Written report provided.

- b. Corrections Division – Written report provided. Commander Richardson noted a substantial increase in Federal Inmate housing revenue this year compared to May 2018. Richardson reported that the Federal Government is now up-to-date on Federal Inmate Housing payments.

Commander Richardson reported that the first Inmate Work Crew will begin working in the Animal Control facility on Wednesday, June 12 with deep cleaning of the facility expected over the next few weeks in preparation for building renovations and full operation of the Animal Control facility soon. Commander Richardson also updated the committee on the utilization and training of the tablets for the inmates. Richardson stated that the tablets have multiple online resources available to the inmates including a video entitled “Chasing the Dragon: The Life of an Opiate Addict”, a short documentary of ordinary people from various walks of life describing the horrors of addiction and how their addiction to prescription drugs and heroin changed their lives forever.

Sheriff Baird mentioned that he has talked to Waubensee Community College regarding online courses that could be available to inmates through the new tablets, and hopes to begin implementation soon.

- c. Records Division – Written report provided.

Old Business - None

New Business - None

Chairman’s Report/Comments – No report

Public Comment - None

Legislative Update - None

Executive Session – Not needed

Adjournment – Member Hendrix made a motion to adjourn the meeting, second by Member Prochaska. **With all in agreement, the meeting adjourned at 3:35p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Clerk