

**KENDALL COUNTY BOARD AGENDA
ADJOURNED JUNE MEETING**

Kendall County Office Building, Rooms 209 & 210

Tuesday, July 2, 2019 at 6:00 p.m.

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from June 4, 2019
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$985,603.89 and June 2019 Petit Jurors in an amount not to exceed \$3,805.52
 - D. Approval of agreement with ArchiveSocial, Inc. for capturing and archiving records of online social media communications, in the amount of \$2,388.00
 - E. Approval of a Request from Jennifer Wirth for a Refund in the Amount of \$260.48 for an Unused Building Permit at 977 Route 31, Oswego
 - F. Approval of Agreement for Food Services at the Kendall County Jail with Consolidated Correctional Food Service
8. Old Business
 - A. Motion to Reconsider 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
 - B. 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
9. New Business
 - A. Approval of Independent Contract between Kendall County and Robin Pelfrey for services rendered as the Local Coordinator for the 16th and 23rd Judicial Circuits Family Violence Coordinating Council, from July 1, 2019 through June 30, 2020, at the rate of \$26.00 per hour not to exceed 1255 hours and reimbursable expenses allowed under the Intergovernmental Agreement between Kendall County and the Illinois Criminal Justice Information Authority effective July 1, 2019 to June 30, 2020.
10. Executive Session
11. Standing Committee Reports
 - A. Planning, Building & Zoning
 1. Approval of an Intergovernmental Agreement between the Village of Plattville and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, and Stormwater Management within the Jurisdiction of the Village of Plattville for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village Plattville to the County of Kendall
 2. Approval of Junk and Debris Citation Letter
 - B. Law, Justice & Legislation
 - C. Administration – Human Resources & Revenue/GIS
 - D. Highway
 - E. Facilities Management
 - F. Finance Committee
 - G. Animal Control
 - H. Health & Environment
12. Special Committee Reports
 - A. Juvenile Justice Council
 - B. Historic Preservation
 - C. UCCI, Other State Associations and Organizations

- D. Board of Health
- E. KenCom Executive Board

- 13. Other Business
- 14. Chairman's Report

Appointment(s)

Dr. Gary Schlapp – KenCom Executive Board – Bristol Kendall Fire District Delegate (Replacing Richard Dickson)

John Purcell – KenCom Executive Board – United City of Yorkville

Chris Funkhouser – KenCom Executive Board – United City of Yorkville (Alternate)

Dan Koukol - Workforce Investment Board - 2 yr term - Expires July 2021 (Replacing Bette Schoenholtz)

Jeremy Swanson (reappointment) – Housing Authority – 5 year term – expires July 2024

Robyn Ingemunson (reappointment) – Housing Authority – 5 year term – expires July 2024

- 15. Public Comment
- 16. Questions from the Press
- 17. 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
June 4, 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, June 4, 2019 at 6:11 p.m. The Clerk called the roll. Members present: Amy Cesich, Elizabeth Flowers, Tony Giles, Judy Gilmour, Audra Hendrix, Matt Kellogg, Matt Prochaska, John Purcell and Robyn Vickers. Member(s) absent: Scott Gryder

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

THE MINUTES

Member Flowers moved to approve the submitted minutes from the Adjourned County Board Meeting of 5/7/19. Member Gilmour seconded the motion. Vice Chairman Cesich asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

THE AGENDA

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

PUBIC COMMENT

Mr. Phil Haake spoke about how the construction on the Millington Bridge has been taking more than 2 years. The residents have been accommodating and very patient and they are looking for help. Mr. Haake stated that they need a real solution and something needs to be done.

OLD BUSINESS

Vice Chairman Cesich stated that the Millington Bridge is about the water; it is too dangerous.

NEW BUSINESS

Mental Health Awareness

Member Flowers moved to approve Mental Health Awareness for 2019. Member Hendrix seconded the motion. Vice Chairman Cesich asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 19-23 is available in the Office of the County Clerk.

Housing of Detainees

Member Prochaska moved to approve the Amendment to the Intergovernmental Housing Agreement between Kane County and Kendall County for the Housing of Detainees. Member Giles seconded the motion. Vice Chairman Cesich asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 19-24 is available in the Office of the County Clerk.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Petition 19-08

Member Prochaska moved to approve the Petition 19-08 a Request from Daniel, Bruce, and Norma VanDeventer and Deborah Hull on Behalf of the Wilbur C. VanDeventer Trust (Current Owner) and Diane and Craig Zimmerman (Prospective Buyer) for a Map Amendment Rezoning Property at the Northeast Side of the T-Intersection Created by Galena and Kennedy Roads (PIN: 02-11-300-007) from A-1 to R-1 in Bristol Township. 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 19-14 is available in the Office of the County Clerk.

Law, Justice & Legislation

Criminal Justice Information Authority

Member Giles moved to approve an Intergovernmental Agreement between the State of Illinois, Illinois Criminal Justice Information Authority and the County of Kendall, Illinois. Member Hendrix seconded the motion.

Judge Pilmer explained that this is for a grant for the Family Violence Coordinating Council.

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

Finance

CLAIMS

Member Kellogg moved to approve claims submitted in the amount not to exceed \$1,865,471.40. Member Vickers seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$8,615.22, B&Z \$223.99, CO CLK & RCDR \$135.17, ELECTION \$257.04, ED SRV REG \$510.85, SHRFF \$13,648.77, CRRCTNS \$33,754.69, MERIT \$4,175.00, EMA \$96.94, CRCT CT CLK \$27.87, JURY COMM \$2,864.59, CRCT CT JDG \$3,495.56, CRNR \$638.83, CMB CRT SRV \$8,001.08, PUB DFNDR \$1,908.25, ST ATTY \$5,289.74, EMPLY HLTH INS \$396,282.32, AUD & ACCT \$2,750.00, OFF OF ADM SRV \$639.65, INS & BNDG \$54.00, CO BRD \$320.78, TECH SRV \$4,728.74, FAC MGT UTLTS \$55,869.10, ECON DEV \$26.10, CAP IMPRV \$19,167.70, CO HWY \$12,549.33, CO BRDG \$6,811.81, TRNSPRT SALES TX \$113,389.68, KC TRANSP ALT PRGM, \$80,000.00, HLTH & HMN SRV \$161,339.81, FRST PRSRV \$2,638.29, ELLIS HS \$417.75, ELLIS GRNDS \$43.92, ELLIS OTHR RNTLS \$500.00, HOOVER \$1,280.21, ENV ED SCHL \$31.96, ENV ED NTRL BGNNGS \$205.00, GRNDS & NTRL RSCS \$1,361.92, FP DBT SRV \$23,775.00, ANML CNTRL EXPS \$25.12, CO RCRDR DO STRG \$5,874.50, DRG ABS EXP FND \$5,376.00, HIDTA \$37,733.21, SHRFF RNG FND \$125.00, CMSRY FND \$23.49, LAW LBRY FND \$3,799.00, JVNL JSTC CNCL \$7,534.70, CRT AUTOMA \$581.84, CRNR \$30.05, CRNR \$74.19, PRBTN SRV \$6,699.00, GIS \$76.50, TX SL AUTO EXP FND \$5,590.20, KAT \$20,275.00, EMPLY BNFT PRGM EXP \$2,154.45, PUB SFTY \$42,577.94, VAC \$2,926.16, CRNR SPCL FND \$271.25, FP BND PRCD \$16,018.39, FP DBT SRV '07 \$739,878.75

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

STANDING COMMITTEE MINUTES APPROVAL

Member Hendrix moved to approve all of the Standing Committee Minutes and Reports. Member Flowers 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 they are making progress with Grundy County so that they can fully serve as a backup site. Somonauk Police & Fire are fully integrated with KenCom.

UCCI

Member Prochaska stated that the summer conference is July 21-23. ISACo will meet on May 10, 2019.

Board of Health

Member Giles stated that they are working on bids for the dental office.

Chairman's Report

Vice Chairman Cesich stated that a public notice was received regarding the proposed renewal of the Clean Air Act Permit Program Permit for the ANR Pipeline; the board has until June 20, 2019 to comment.

PUBLIC COMMENT

Todd Milliron shared his frustration with the Millington Bridge. Mr. Milliron explained how involved he has been in the county and said he is next in line for Mr. Purcell's seat because he was the next highest vote getter in the Republican Party.

ADJOURNMENT

Member Flowers 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 6th day of June, 2019.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

**Kendall County Office
Building Rooms 209 & 210
111 W. Fox Street, Yorkville, Illinois
8:00 a.m.**

Meeting Minutes of June 24, 2019 – Unofficial until approved

CALL TO ORDER

The meeting was called to order by Chairman Prochaska at 8:00 a.m. Chairman Prochaska led the attendees in the Pledge of Allegiance.

ROLL CALL

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

Committee Members Absent: Elizabeth Flowers

Also Present: Matt Asselmeier (Senior Planner), Brian Holdiman (Code Compliance Officer), Scott Koeppel (County Administrator), June McCord, and Suzanne Casey

APPROVAL OF AGENDA

Member Gilmour made a motion, seconded by Member Kellogg, to approve the agenda with amendments by moving the Plattville item ahead of New Business and moving the Highgrove stormwater issue to the first item of New Business. With a voice vote of four (4) ayes, the motion carried unanimously.

APPROVAL OF MINUTES

Member Gilmour made a motion, seconded by Member Gengler, to approve the minutes of the June 10 and June 18, 2019, meetings. With a voice vote of four (4) ayes, the motion carried unanimously.

PUBLIC COMMENT:

None

PETITIONS:

None

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

Plattville Village President June McCord requested that the reference that Plattville adopt the County's Comprehensive Plan be removed from Section 2 of the proposed Intergovernmental Agreement. Plattville previously adopted a Comprehensive Plan and is considering amending their Plan. If the amendment to the Intergovernmental Agreement is approved, the Kendall County Regional Planning Commission, Kendall County Zoning Board of Appeals, and Kendall County Planning, Building and Zoning Department would follow the Village of Plattville's Comprehensive Plan when making recommendations regarding land uses inside Plattville. Village President McCord was agreeable to the fee requirement listed in Section 4 of the proposed Intergovernmental Agreement.

Member Gilmour made a motion, seconded by Member Gengler, to recommend approval of an amendment to the Intergovernmental Agreement by removing the requirement that the Village of Plattville adopt Kendall County's Comprehensive Plan.

The votes were as follows:

Yeas (4): Gengler, Gilmour, Kellogg, and Prochaska

Nays (0): None

Abstain (0): None

Absent (1): Flowers

The motion carried. This matter goes to the Kendall County Board on July 2, 2019.

NEW BUSINESS

Request for WBK to Conduct a Stormwater Investigation at Highgrove Subdivision at a Cost Not to Exceed \$1,200

Suzanne Casey provided information and pictures of flooding in the area.

Member Kellogg asked who would be responsible for solving the problem if a violation existed. Mr. Asselmeier responded that the County would pursue legal action against the property owners per the violation process in the Stormwater Management Ordinance.

Mr. Holdiman explained the site plan review process.

Ms. Casey requested information on how to correct the stormwater problem.

Discussion occurred regarding terraces on the property.

The consensus of the Committee was to request that the Kendall County Highway Department shoot the grades of the lots and road. Also, to ask Fran Klaas if the grade of the ditch at the front of the lots are adequate.

Request from Jennifer Wirth for a Refund in the Amount of \$260.48 for an Unused Building Permit at 977 Route 31, Oswego

Mr. Asselmeier summarized the request.

Ms. Wirth is requesting a refund in the amount of Two Hundred Sixty Dollars and Forty-Eight Cents (\$260.48). She wanted to construct a pole building on her property and her supplier cannot fulfill the order.

Member Gilmour made a motion, seconded by Member Gengler, to refund the money as requested.

The votes were as follows:

Yeas (4): Gengler, Gilmour, Kellogg, and Prochaska

Nays (0): None

Abstain (0): None

Absent (1): Flowers

The motion carried. This matter goes to the Kendall County Board on July 2, 2019.

Review of Annual NPDES Survey

Mr. Asselmeier read his memo on the subject.

According to Kendall County's NPDES Permit, the County is supposed to survey townships annually on stormwater related topics.

WBK provided the list of question.

Staff is not proposing any changes to the survey.

Staff was wondering if the Committee had any suggested questions they would like included on the survey.

Surveys will be mailed and emailed to the townships.

The consensus of the Committee was that no changes should be made to the survey.

Recommendation on Junk and Debris Citation Letter

Mr. Koepfel distributed the letter. The letter is basically the same as the letter for violations to the Inoperable Vehicle Ordinance with adjustments made to reflect the requirements of the Junk and Debris Ordinance.

The Committee waived attorney-client privilege on this matter.

Mr. Asselmeier read the definition of junk and debris from the Junk and Debris Ordinance.

Member Gengler made a motion, seconded by Member Gilmour, to forward the letter to the County Board.

The votes were as follows:

Yeas (4): Gengler, Gilmour, Kellogg, and Prochaska

Nays (0): None

Abstain (0): None

Absent (1): Flowers

The motion carried. This matter goes to the Kendall County Board on July 2, 2019.

Discussion of Planning, Building, and Zoning Department Related Ordinance Enforcement

Mr. Asselmeier read his memo on the subject.

In 2018, the Planning, Building and Zoning Committee directed the Department to work with the State's Attorney's Office on updating various Planning, Building and Zoning related ordinances to allow the Department to issue citations instead of having the County Board file civil suit against alleged violators. In 2018 and 2019, the County Board amended the Inoperable Vehicle Ordinance and Junk and Debris Ordinance to allow the Planning, Building and Zoning Department to issue citations without receiving a complaint.

The next ordinance that could be amended to allow issuance of citations is the Zoning Ordinance. The Zoning Ordinance regulates uses on property, heights of structures, the placement of fences, and parking locations, among many other regulations.

As an example of change in process, if the Department had citation authority, the fence at 790 Eldamain Road would have been sent to court in 2018 instead of continual review by various County committees.

In addition, the citation writing procedure within the Department is new and may take time to refine in cases of inoperable vehicles and junk and debris cases. Also, with a limited number of employees, the Department is learning how to appropriately allocate time for employees to handle additional enforcement cases.

Staff is requesting time to gather data on the enforcement of the recently updated Inoperable Vehicle and Junk and Debris Ordinances before moving forward with the zoning ordinance.

Accordingly, Staff requests direction as to how to proceed with ordinance enforcement.

Mr. Koepfel explained the old and new process for handling complaints.

The consensus of the Committee was to take time to see how enforcement of the Junk and Debris and Inoperable Vehicle Ordinance goes. The consensus of the Committee was also to have the Department research the cost for hiring either a part-time or full-time code enforcement officer.

Discussion of Intergovernmental Agreement with Oswego Township for Ordinance Enforcement

Mr. Asselmeier read his memo on the subject.

The majority of Planning, Building and Zoning ordinance violation complaints occur in Oswego Township, the most populous township in Kendall County.

Since 2018, Oswego Township has amended their parking regulations in cases of certain snowfalls and enhanced their tall grass and weed regulations. In order to enforce these regulations, Oswego Townships has hired one (1) part-time inspector.

When Oswego Township's inspector is in the field, he observes violations of various Kendall County Planning, Building and Zoning related ordinances. When Brian Holdiman is in the field in Oswego Township, he observes violations of Oswego Township's regulations.

Staff was wondering if the Department should pursue an intergovernmental agreement with Oswego Township on ordinance enforcement matters. As a starting point, Oswego Township would assist in the enforcement of Kendall County's Junk and Debris Ordinance and Inoperable Vehicle Ordinance and Kendall County would assist Oswego Township with Tall Grass and Weed Violations. At this point, increased citation capabilities are new for both Oswego Township and the Kendall County Planning, Building and Zoning Department. Any intergovernmental agreement would not be executed until 2020 at the earliest.

The preference of the Committee was for the County to hire an additional employee instead of an Intergovernmental Agreement because the County would have greater control over a County employee instead of an employee of another governmental entity. The consensus of the Committee was to hold off of an Intergovernmental Agreement at this time.

OLD BUSINESS

Request from Randy Erickson D.B.A. Erickson Construction that the Insurance Requirements for the Proposed Plumbing Inspection Contract Remain Unchanged

Mr. Asselmeier read his memo on the subject.

Kendall County's contract with Randy Erickson, D.B.A Erickson Construction expires in December 2019.

At the April 30th meeting, the Planning, Building and Zoning Committee approved changing the insurance language at the request of the County's insurance consultant. Mr. Erickson, through his insurance provider, requested that the insurance language remain unchanged. Mr. Erickson informed Brian Holdiman that, if the insurance change is approved, he (Mr. Erickson) would need to change his rate.

The consensus of the Committee was to have the Department ask Mr. Erickson what his fee would be if the new insurance requirements were implemented. The Department will be evaluating all building permit related fees in the summer and fall of 2019.

Review of Mobile Home, RV, and Trailer Parking Regulations

Member Kellogg left at this time (9:02 a.m.).

Mr. Asselmeier read his memo on the subject.

At the May Kendall County Planning, Building and Zoning Committee meeting, the Committee requested Staff to investigate the Village of Montgomery's regulations pertaining to the parking of RVs in residential zoning districts.

For simplicity purposes, Staff prepared a table comparing the regulations of the Village of Montgomery, the Village of Oswego and Kendall County on this topic. For Kendall County's regulations, only the regulations for the R-4, R-5, R-6, and R-7 zoning districts are shown.

These regulations are in the Zoning Ordinance and a citation could not be written for violating this ordinance at this time.

The consensus of the Committee was to review the information provided and to discuss possible amendments to the Zoning Ordinance at a future meeting.

Zoning Ordinance Project Update

Mr. Asselmeier reported that Mr. Hoffman plans to provide the updated Ordinance today (June 24, 2019).

REVIEW OF THE VIOLATION REPORT

Member Kellogg returned at this time (9:10 a.m.).

The Committee reviewed the violation report.

Update on Zoning Violation at 790 Eldmain Road

Mr. Asselmeier reported that this case was closed.

Update on Violation of Stormwater Ordinance at 84 Woodland Drive

Mr. Asselmeier reported that this case was closed.

Approval to Forward to the Kendall County State's Attorney Office a Violation of Section 11.05.A.1.b.ii of the Kendall County Zoning Ordinance (Prohibited Parking of a Trailer in the Front Yard Setback) at 44 Circle Drive West

Mr. Holdiman provided information on the case.

Member Kellogg made a motion, seconded by Member Gilmour, to forward this violation to the Kendall County State's Attorney's Office.

The votes were as follows:

Yeas (4): Gengler, Gilmour, Kellogg, and Prochaska

Nays (0): None

Abstain (0): None

Absent (1): Flowers

The motion carried. This matter will be sent to the Kendall County State's Attorney's Office.

REVIEW NON-VIOLATION COMPLAINT REPORT

The Committee reviewed the non-violation report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION

Mr. Asselmeier reported that the Commission completed their review of the Historic Preservation Ordinance and has sent the proposal to the Illinois Historic Preservation Agency for review with the plan that the Ordinance meet the requirements for Certified Local Government status.

REVIEW PERMIT REPORT

The Committee reviewed the permit report.

REVIEW REVENUE REPORT

The Committee reviewed the revenue report.

CORRESPONDENCE

Mr. Asselmeier read a press release regarding a public input workshop for the Fox River Water Trail at the Hampton Inn in Yorkville on June 24, 2019, at 4:00 p.m.

PUBLIC COMMENT

None

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

None

ADJOURNMENT

Member Kellogg made a motion, seconded by Member Gengler, to adjourn. With a voice vote of four (4) ayes, the motion carried unanimously. Chairman Prochaska adjourned the meeting at 9:20 a.m.

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

Encs.

COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING
County Office Building
111 W. Fox Street, Room 210; Yorkville
Wednesday, June 19, 2019

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

ROLL CALL

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

Others in Attendance: Scott Koeppel, Tracy Page, Beth Ishmael - Horton Group, Dee Mastro-Holzopf – BCBS, Ian McInerney - Washington National

APPROVAL OF AGENDA – Motion made by Member Vickers second by Member Gilmour to approve the agenda. **With five members voting aye, the agenda was approved by a 5 -0 vote.**

APPROVAL OF MINUTES – Motion made by Member Prochaska second by Member Vickers to approve the June 3, 2019 minutes. **With five members voting aye, the minutes were approved by a 5-0 vote.**

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

- *Administration Department* – Mr. Koeppel wanted to note that Tracy Page from the Sheriff’s Office is coordinating TAPHI with a roll out meeting on July 2. Mr. Koeppel also thanked the committee for approving the program.

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Discussion of Pharmacy Prescription and Performance Drug Plan Saving Opportunities – The Horton Group* – Beth Ishmael from the Horton Group and Dee Mastro-Holzopf from BCBS presented pharmacy cost saving options for the County’s PPO plans. The cost saving measures totaled \$31,000. The committee agreed to revisit the issue in August when renewal projections will be available.

- *Discussion and Approval of Invitation to Bid – Fiber Internet Connection* – Mr. Koeppel explained that the contract that was before the committee last month needed to go out for bid. **There was consensus to go out to bid for Fiber Internet Connection.**
- *Approval of the 2019 Inter Agency User Agreement between Kendall County Administration Department and the Illinois State Police for Criminal History Record* – Ms. Johnson explained that the County recently hired someone from out of state and needed the national check done. The cost is \$26 and \$10 for the Illinois State check. Mr. Koeppel explained that those that work in the jail and courthouse already get this national check. These background checks would apply to employees under the County Administrator’s Office and will be processed through the ROE’s Office. Member Gilmour made a motion, second by Member Prochaska to forward the Agreement to the State’s Attorney Office for review then to the County Board for approval. **With five members present voting aye the motion carried.**
- *Presentation of Washington National Insurance* – Jack McInerney from Washington National explained the company’s program which could be offered as an optional benefit for employees. The County currently offers several optional programs. Member Gilmour wanted to know how many people were enrolled in other programs. Member Flowers thought it was good to offer employees many options. Member Prochaska wanted to research the company a bit more. Mr. Koeppel indicated that if the County opted into this program it would be offered to employees at the Annual Benefit Fair. He will also ask Horton if they can offer something similar. **There was consensus to do additional research and bring this item back in July for more discussion and consideration.**

EXECUTIVE SESSION - None

ITEMS FOR COMMITTEE OF THE WHOLE - None

ACTION ITEMS FOR COUNTY BOARD

- *Approval of the 2019 Inter Agency User Agreement between Kendall County Administration Department and the Illinois State Police for Criminal History Record*

ADJOURNMENT – Member Prochaska made a motion to adjourn the meeting, second by Member Gilmour. **With five members voting aye, the meeting was adjourned at 6:47 p.m.**

Respectfully Submitted,

Mera Johnson
 HR Risk Management & Compliance Coordinator

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, June 27, 2019

Call to Order

Committee 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		
Scott Gryder		5:11p.m.	
Audra Hendrix	Here		
Matt Kellogg	Yes		
Matthew Prochaska	Here		

Staff Members Present: Latreese Caldwell

Approval of Agenda – Member Hendrix made a motion to approve the agenda, Member Prochaska seconded the motion. **With four members present voting aye, motion passed by a vote of 5-0.**

Approval of Claims – Member Hendrix made a motion and Member Prochaska seconded the motion to forward for approval of claims in an amount not to exceed \$985,603.89 and additional Petit Juror Claims for June 2019 in an amount not to exceed \$3,805.52 to the County Board. **With four members voting aye, the claims were approved to forward to the County Board for final approval by a vote of 4-0.**

Department Head and Elected Official Reports – Latreese Caldwell reported that the Kendall County portion of the Section 5311 audit for 2013 was not performed. Ms. Caldwell stated that she contacted the auditors during that timeframe, Wipfli, who said that all reports they had conducted were sent to County staff for that year. Administrator Koepfel contacted Mack & Associates CPA, and asked if they would be able to complete the required audit, and was told that the cost to do so would be approximately \$2,000. The committee agreed that the audit needed to be completed as quickly as possible.

Items from Other Committees

Law, Justice & Legislation Committee - Member Prochaska relayed information about potential revenue for the County from the recently passed bill authorizing Use of Recreational Marijuana.

Economic Development Committee – Member Hendrix reported that the County is close to having clarification and final answers regarding use of Revolving Loan Funds for creation/operation of an Economic Development Corporation.

Items of Business

- *FY2019 General Fund Year-End Projection* – Latreese Caldwell provided year-end Revenue and Expenditure projections. Regarding projections, Ms. Caldwell stated that the committee will need to review the budget revisions coming, add in additional expenditures to reach a

year-end projection number, which then helps to determine what the next year's parameters should be. Caldwell identified some of the items impacting FY2019 included the \$1.2 million surplus from FY2018, potentially establishing funding for the Mental Health Court, and potentially providing \$100,000 for the Mental Health Court, rebuilding the fund of the \$800,000 that was used to balance the budget last year, anticipating the need to fund anticipated IMRF increases each year, and funding for the 2020 Election.

- *FY2020 Budget Discussion* – Discussion on the status of the Raintree 2 subdivision and Lakewood Springs subdivision developments, and work being done to streamline and communicate the Capital Projects process, including timeline requirements, office/department responsibilities and the creation of new County Board Committee email listings for notifying Committee members and staff involved with each Board committee.

Public Comment - None

Questions from the Media - None

Executive Session – Not needed

Items for the County Board

- *Approval of claims in an amount not to exceed \$985,603.89 and additional Petit Juror Claims for June 2019 in an amount not to exceed \$3,805.52*

Adjournment – Member Hendrix made a motion to adjourn the Budget and Finance Committee meeting, Member Gryder seconded the motion. **The meeting was adjourned at 6:02p.m. by a 5-0 vote.**

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Secretary



MEETING MINUTES FOR WEDNESDAY, JUNE 26, 2019

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

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Elizabeth Flowers	Present		
Scott Gengler	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

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

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

Approval of Agenda – Motion made by Member Flowers, second by Member Prochaska to approve the agenda. **With five members in agreement, the motion carried by a vote of 5-0.**

Approval of Minutes – Motion made by Member Vickers to approve the minutes from May 22, 2019, second by Member Flowers. **With three members in agreement, the minutes were approved by a 5-0 vote.**

Monthly Reports

- **Census Log** – Laura Pawson reviewed the census log with the committee.

Dogs Available for Adoption: 9

Cats Available for Adoption: 3 (1 cat, 2 kittens)

- **Bite Report** – Laura Pawson reviewed the Bite Report with the committee, stating there were 18 dog bites, and 4 cat bites for the month of May. Written report provided.
- **Operations Report** – Laura Pawson reported that Jesse, a senior Elkhound Mix will be featured in the Record Newspaper this week.
- **Accounting Report** – Director Pawson reported on rabies tag sales, fines and fees, and donations. Scott Koeppel stated that the Transportation, Board & Care line was over budget due to the facility being non-operational for several months, and animals being housed at Countryside Vet Clinic. Mr. Koeppel said that the salary line was down due to the reduction of staff. Written report provided.

Old Business

- *Update on Hiring Process and new Employees* - Ms. Pawson reported that she promoted Kelly Prestegaard to the position of Assistant Warden, that they currently have three Kennel Technicians on staff, and she hopes to hire for a fourth part-time Kennel Tech position soon.
- *Update on Facility Clean-up by Sheriff's Office Inmate Work Detail* – Member Cesich updated the committee by stating that three inmates under the supervision of a Sheriff's Deputy, have been reporting on Wednesday mornings, and making good progress on the facility clean-up. Member Cesich stated that select non-violent inmates assist with minor repairs, and maintenance, while earning service points. The new program was a collaborative effort between Member Cesich, Sheriff Baird, Corrections Commander Bobby Richardson and Animal Control Director Pawson.
- *Update on Healy Bender Contract* – Facilities Director Smiley updated the committee on recent plans he received from Healy Bender. Discussion on the timeline for bids, approval by the Board, and when the renovations might begin.
- *Update on Software Training* – Ms. Pawson reported that she and current Animal Control staff began training this week, and that Latreese Caldwell will join the training later this afternoon. Ms. Pawson stated she is hopeful that the new system will allow more accountability and record-keeping, as well as streamline some of the procedures currently in place.

New Business - None

Executive Session – Not needed

Action Items for the County Board – None

Action Items for the Committee of the Whole – None

Questions from the Media – None

Public Comment – None

Adjournment – Member Flowers made a motion to adjourn the meeting, second by Member Vickers. **With five members present in agreement, the meeting was adjourned at 9:42 a.m.**

Respectfully Submitted,

Valarie McClain, Administrative Assistant & Recording Clerk

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
Monday, June 17, 2019
Meeting Minutes

CALL TO ORDER

The meeting was called to order by Chair Judy Gilmour at 8:30a.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Judy Gilmour	Here		
Robyn Vickers	Here		
Elizabeth Flowers		8:35a.m.	
Tony Giles	Here		

OTHERS PRESENT: Steve Curatti, Kendall County Health Department, Michelle Hawley, Assistant Director of Mental Health, Kendall County Health Department, Amaal Tokars, Executive Director, Kendall County Health Department

APPROVAL OF AGENDA – Member Giles made a motion to approve the agenda, second by Member Vickers. **With three members present in agreement, the motion carried.**

APPROVAL OF MEETING MINUTES – Member Giles made a motion to approve the meeting minutes from April 15, 2019, second by Member Vickers. **With three members present voting aye, the motion carried.**

STATUS REPORTS

- **Board of Health** – Member Giles reported that the Health Department’s current priority is the creation of the Dental Office, the proper bids for work on the facility, and the need to proceed as soon as possible to meet the needs of the citizens. The Board of Health is scheduled to meet on Tuesday, June 18, 2019.

- **Health Department** – Michelle Hawley, Assistant Director of the Behavioral Health Division explained two new programs, the first being “Thinking for a Change” (T4C) in which they are collaborating with Court Services. Hawley stated that staff from the Health Department and Court Services have already attended facilitator training. T4C is an Integrative Cognitive Behavioral program that was started in the 90’s by the National Institute of Corrections, and is based on the principle that our thinking controls our actions. The population they will be working with is high-risk offenders. T4C is based on three components: Cognitive Self-Change, Social Skills and Problem-Solving Skills. While the

individuals are in the 25- session program, they will focus on these three areas, in small groups with Court Services and Health Department staff facilitating each group.

The second program is “Partner Abuse intervention Program (PAIP)”, which is a program designed to assist clients in stopping their abuse of their partner, whether it’s physically, sexually, emotionally, or economically. This is 26-week psycho-social approached DHS approved program for men and women that attempts to get to the root of the abuse, and assist them in working toward long-term change. This program is often a mandatory program required by the court. The program will be offered for men and women that abuse their partners. Staff will continue training in September, and ensure that every group will have a male and a female facilitator.

- **Kendall County Soil and Water District** – Member Vickers read the report sent electronically by Megan Andrews:

The District staff is working on final preparations for the Farm Camp scheduled for Tuesday, June 18, 2019 at Kellogg Farms in Yorkville.

They held the Natural Resources Tour on May 8th (reduced to one day due to inclement weather), Education Coordinator Hannah Raver finished with Ag in the classrooms in May, and preparations for the new school year are already under way. Hannah will be assisting with The Conservation Foundation’s Farm Camp at the end of June. Hannah is also preparing for The Summer Ag Institute, a continuing education opportunity for teachers that brings together four counties for local farm and crop learning activities.

Megan is working with their federal partners on Farm Bill programming as well as working with cover crop resources/program opportunities that might be helpful with the preventative planting this season. Staff will soon begin preparations for the Kendall County Fair in early August.

They held the annual Used Oil Drop Off on Saturday, June 15, where they collected used oil, antifreeze and oil filters.

- **Water Related Groups** – No report
- **708 Mental Health Board** – Robyn Vickers reported on the recent meeting and review of grant applications. Member Vickers stated there was one new applicant this year, Screening, Assessment and Support Services (SASS), a crisis program that provides a 90-day intensive based service and care program for children, adolescents and their families in crisis. Vickers said that this is a multi-service agency that serves clients in Kane and Kendall Counties and the surrounding area, and that their federal funding abruptly ended last year.

Vickers also reported that The Oswego Senior Center is seeking additional funding for their new program “Lighthouse Adult Day Stay (Respite)”, a social model program for participants who are experiencing mild to moderate memory loss, but who can interact with out physical assistance. Participants can gain social interaction, explore continued interest and improve their quality of life.

OLD BUSINESS – None

NEW BUSINESS - None

CHAIRMAN’S REPORT – Amaal Tokars updated the group on the Solid Waste Plan Committee on May 28, 2019. They reviewed the compost objectives and focused on the issue of recycling, what has changed, what’s new, the statistics of recycling materials, plastic use, recycling by China, and new recycling methods. The committee voted on the following objections

1. Educate and promote recycling and source reduction within Kendall County, County departments, and government and public entities
2. Interact with local schools, clubs, senior groups and community groups in Kendall County on ways to promote and practice recycling and source reduction (using less plastic and producing less)
3. Using social and mainstream media including the Kendall County Green Pages to incorporate information on source reduction and recycling and other actions to aid proper waste management
4. Identify and communicate methods by which to practice safe and proper disposal of residential household hazard waste, pharmaceutical waste, Sharps and E-waste
5. Encourage Waste Haulers to provide greater clarity to evolving recycling processes to their customers
6. Recognize businesses within Kendall County who practice innovative waste reduction and recycling
7. Interact with municipalities, villages and townships within Kendall County on financial benefits and best practices in managing municipal solid waste and data sharing

PUBLIC COMMENT – None

ITEMS FOR COMMITTEE OF THE WHOLE – None

COUNTY BOARD ACTION ITEMS – Nothing

EXECUTIVE SESSION – Not Needed

ADJOURNMENT – Member Flowers made a motion to adjourn the meeting, second by Member Giles. **With four members present voting aye, the meeting was adjourned at 9:18a.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

ENTERPRISE SOFTWARE LICENSE AGREEMENT

This Enterprise Software License Agreement (this “**Agreement**”) is effective this 2 day of July, 2019_ (the “**Effective Date**”), by and between ArchiveSocial, Inc. a North Carolina corporation whose principal place of business is located at 212 W Main St, Ste 500, Durham, NC 27701 with mailing address of P.O. Box 3330, Durham, NC 27702-3330 (“**Licensor**”) and Kendall County, a government entity whose principal place of business is located at 111 W. Fox Street, Yorkville, IL 60560 (“**Licensee**”). Licensee and Licensor may hereinafter jointly be referred to as the “parties.”

WHEREAS, Licensor has developed and licenses proprietary online software that assists in capturing and archiving records of online social media communications (including all updates, upgrades, modifications and improvements thereto generally made available by Licensor to other similar commercial licensees, the “**Software**”) and related documentation delivered or provided to Licensee (the “**Documentation**” and, along with the Software, the “**Service**”), all as more fully described and accessed at <http://archivesocial.com/> (the “**Website**”); and

WHEREAS, Licensee would like to license such software for the limited and express purposes and term set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LICENSE.

(a) General. On the terms and subject to the conditions of this Agreement, including the payment of all the fees and charges required hereunder, Licensor grants to Licensee, and Licensee accepts, a non-exclusive, limited, nontransferable, license (without the right to sublicense) to access and use the Service, including the Software, solely in the form provided by Licensor through the Website, for any purpose not prohibited by law or by the terms and conditions of this Agreement (the “**License**”). The License and rights granted to Licensee herein terminate upon the termination or expiration of this Agreement as set forth herein.

(b) Restrictions on Use. Licensee covenants and agrees that it shall not, and shall cause its affiliates, owners, members, managers, directors, employees, agents, contractors or other third parties who use the Website and/or the Service on behalf of, at the direction of or for the benefit of Licensee (collectively, Licensee’s “**Representatives**”) to not, (i) sell, license (or sublicense), lease, assign, transfer, pledge, or share (including as a time share, service bureau or otherwise) any of Licensee’s rights under, in or to the License and/or the Service with or to any third party; (ii) modify, disassemble, decompile, reverse engineer, revise or enhance all or any part of the Website, the Services or the Software or create any derivative works or otherwise merge or utilize all or any part of the foregoing with or into other computer programs, website, service or other materials or attempt to discover all or any part of the Website’s, the Service’s or the Software’s source

code; (iii) use the Website or the Service to access or use any content, information or material to which such person or entity does not have the necessary right or license, or otherwise knowingly violate, breach or infringe the intellectual property, contractual or other rights of any third party; or (iv) knowingly violate any applicable law, regulation, ordinance, contract, order or other agreement that is binding on such person or entity's use of the Website or the Service.

(c) Reservation of Rights. Nothing herein shall be construed to convey any ownership or proprietary right or interest in the Website, Service, Software or Documentation or any other information or materials provided by Licensor to Licensee in connection with the Service, or any portion or copy thereof, to Licensee or any of its Representatives. As between the parties hereto, all intellectual property and proprietary rights in the Website, Service, Software and the Documentation shall remain the sole and exclusive property of Licensor. All inventions (including, without limitation, discoveries, concepts, ideas, know-how, improvements, derivative works and feedback, whether or not constituting protectable intellectual property and whether or not reduced to practice) arising out of Licensee's use of the Website, Service or Software shall be and remain the sole property of Licensor and shall be subject to the terms of this Agreement. Accordingly, Licensee hereby covenants and agrees that it will assign and will cause its Representatives to assign, and upon the authorship, development or creation of any such invention expressly and automatically does assign, all right, title and interest to any such invention to Licensor. Licensor reserves all rights not expressly granted to Licensee in this Agreement.

2. SUPPORT AND SERVICE. Licensor shall provide commercially reasonable support in connection with Licensee's use of the Service including, without limitation, providing (i) initial deployment and integration support as mutually agreed by the parties and (ii) phone and email access for Licensor inquiries pertaining to the Website, Service or Software during standard business hours (9:00am EST to 5:00pm EST, M-F except holidays) and responses to such inquiries within a commercially reasonable time period depending on the urgency or severity of the specific problem or request. Licensee and Licensor shall each provide a designated point of contact (i.e., a single person or small team of people) for all support and service inquiries related to Licensee's use of the Website, Service and/or Software and Licensor shall have no obligation to respond to support or service inquiries other than as submitted by such designated contact(s).

3. PAYMENTS. Licensee shall pay to Licensor the fees for the Software and for the Services, as set forth on Exhibit A hereto. Payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended. 50 ILCS 505/1 et seq., and all invoices shall be submitted to the Kendall County Sheriff's Office, Attention: Sheriff Dwight Baird, 1102 Cornell Lane, Yorkville, IL 60560. All fees pursuant to this Agreement shall be invoiced by Licensor in advance. All fees shall be paid in U.S. dollars in immediately available funds and shall be made payable to Licensor. For the avoidance of doubt, and subject to the provision of the Illinois Local Government Prompt Payment Act, Licensee's failure to make any payment within 30 days of its receipt of an undisputed invoice from Licensor shall constitute a material breach of this Agreement.

4. TERM AND TERMINATION.

(a) Term of Agreement. This Agreement is effective beginning on the Effective Date and, unless this Agreement is earlier terminated in accordance with this **Section 4**, shall continue for a period of 1 year, and Licensee may elect to renew this Agreement thereafter for successive periods of 1 year (each, a “**Renewal Term**”) by providing written notice of renewal to Licensor at least 30 calendar days prior to the scheduled expiration of this Agreement. Licensor may increase the fees as provided in Exhibit A upon commencement of a Renewal Term, provided that Licensor issues written notice at least 60 calendar days prior to the Renewal Term.

(b) Termination. In the event of a material breach by either party that is not cured within 30 calendar days of receipt of written notice thereof from the other party, the non-breaching party may, by written notice to the breaching party, (i) terminate this Agreement; (ii) terminate or suspend Licensee’s access to or use of the Website, Service and/or Software; and/or (iii) pursue other legal and equitable rights and remedies to which it may be entitled. Either party may terminate this Agreement at any time upon 30 calendar days written notice or immediately by giving written notice to the other party if such other party institutes or has instituted against it insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of such party’s debts, or makes an assignment for the benefit of its creditors or commences dissolution proceedings. In addition, Licensor may terminate this Agreement and the License hereunder immediately upon the breach by Licensee of **Section 1** hereof.

(c) Effect of Termination. Except as set forth in this Agreement, in the event of termination or expiration of this Agreement, the rights and obligations hereunder or thereunder, as applicable, shall terminate immediately; provided, however, that any payment or other obligation that has accrued as of such termination or expiration date shall survive such termination or expiration; provided, further, that in the event of the termination or expiration of this Agreement the rights and the obligations of the parties set forth in **Sections 1(c)** (Reservation of Rights), **5(d)** (Service Disclaimer), **7** (Confidentiality), **11** (Limitation of Liability), **12** (Indemnification), **13** (Entire Agreement) and **15** (Additional Terms) of this Agreement, along with any other provision of this Agreement which is required to enforce the parties’ rights and obligations hereunder or by its terms continues after the termination of this Agreement, shall survive the termination or expiration of this Agreement and shall continue in effect as described therein.

(d) Return and Retention of Archived Content. At any time during the term of the Agreement, Licensee may export the Archived Content via the administrative panel in the Software. In addition, following the termination or expiration of this Agreement and Licensee’s written request within 30 days thereof, Licensor shall, within 30 days of its receipt of such request and in a commercially reasonable format determined by Licensor, provide Licensee with a copy of the data transmitted to and through supported social media websites by Licensee to Licensor in connection with its use of the Service, as collected, modified and archived by Licensor in connection with its provision of the Service (collectively, the “**Archived Content**”). Thereafter, ArchiveSocial will allow 30 days for Licensee to retrieve the Archived Content. Upon expiration of such 30-day

retrieval period, Licensor shall delete all such Archived Content and it is Licensee's sole responsibility to seek another source for backing up or archiving such Archived Content and/or related data or content. LICENSEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, LICENSOR SHALL HAVE NO OBLIGATIONS WITH RESPECT TO ANY ARCHIVED CONTENT, INCLUDING THE MAINTENANCE OR PRESERVATION THEREOF, AND LICENSOR SHALL NOT BE LIABLE FOR ANY DISRUPTION, AS SET FORTH IN SECTION 5(C), OR TERMINATION OF LICENSEE'S OR ITS REPRESENTATIVES' ACCESS TO OR USE OF THE WEBSITE, SERVICE, SOFTWARE, DOCUMENTATION AND/OR ARCHIVED CONTENT.

5. DESCRIPTION OF SERVICE; ARCHIVING AND ARCHIVED CONTENT

(a) Archived Content License. Licensee hereby grants Licensor a limited, worldwide, royalty-free, perpetual and irrevocable license, with right to sublicense, to use, reproduce, copy, access, view, modify, edit, perform, display, prepare derivative works of, reformat, translate, distribute and transfer Licensee's Archived Content, solely and to the limited extent necessary to perform Licensor's obligations hereunder and to provide Licensee with the Services including, without limitation, to disclose such Archived Content to the applicable Supported Site as necessary to comply with Licensor's or Licensee's terms and conditions of using such Supported Site.

(b) Supported Sites and Permitted Accounts. In addition to the license granted in **Section 5(a)**, in order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensee must provide Licensor with certain information with respect to any social media account through a website, platform or service that Licensor supports (a "**Supported Site**") and that Licensee would like to be included as part of Licensee's Archived Content. Licensee represents, warrants, covenants and agrees that Licensee has not, and that Licensee will not, provide Licensor with any Permitted Accounts (as defined below) information or any other information in connection with any user account for a Supported Site or other social media site in connection with Licensee's use of the Service and Licensor's archival of any Archived Content other than with respect to user accounts for which (i) Licensee or a Representative of Licensee is the actual owner or (ii) Licensee has been explicitly authorized to provide such access (collectively, "**Permitted Accounts**").

(c) Limitations on Licensor's ability to provide the Service and maintain Archived Content. In order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensor relies on Licensee and on the owners and operators of the Supported Sites to provide Licensor with access to the content, data and/or information Licensee transmits to and through such Supported Sites, typically through one or more application programming interfaces or "APIs". For instance, if Licensee changes any Permitted Accounts Information Licensee has provided to Licensor without, if necessary, first notifying Licensor as directed through the Website and/or Service, or otherwise limits or revokes Licensor's ability to access any of Licensee's Permitted Accounts, Licensor may be unable to continue to provide the Service as intended, or at all. It is also possible that, without any notification to Licensee or Licensor, one or

more Supported Sites will (i) change their website or service, (ii) change the APIs through which Licensor accesses such website and/or service, (iii) amend the terms of use or other policies through which Licensee or Licensor use and access such website and/or service, (iv) provide incomplete or inaccurate information through their APIs or otherwise with respect to the content, data and/or information Licensee transmits to and through such Supported Site, and/or (v) take other actions to restrict Licensee's or Licensor's access to such website and/or service and the content, data and/or information contained therein. Any of these events could disrupt Licensor's ability to provide the Service as intended, or to provide the Service at all, including Licensor's ability to capture or to maintain Licensee's Archived Content as described on the Website and elsewhere. In addition, it is also possible that Licensor's ability to provide the Service or to capture or to maintain Licensee's Archived Content could be temporarily disrupted due to unanticipated or unplanned events, such as viruses, hacking or other security vulnerabilities, the failure of equipment or services provided by Licensor or by third parties or other events, including force majeure events.

(d) Service Disclaimer. WHILE LICENSOR WILL UNDERTAKE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE (INCLUDING WITH RESPECT TO ARCHIVED CONTENT) TO LICENSEE, LICENSOR CANNOT AND DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO DO SO IN FULL AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO CAPTURE FULL AND ACCURATE RECORDS OF LICENSEE'S ARCHIVED CONTENT AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT ANY WEBSITE, PLATFORM OR SERVICE THAT IS CURRENTLY A SUPPORTED SITE WILL REMAIN A SUPPORTED SITE. ACCORDINGLY, LICENSEE'S USE OF THE WEBSITE AND THE SERVICE IS EXPRESSLY CONDITIONED ON LICENSEE'S ACKNOWLEDGEMENT AND ACCEPTANCE OF THE LIMITATIONS SET FORTH IN THIS **SECTION 5** AND THE LIMITATION OF LIABILITY SET FORTH IN **SECTION 11** OF THIS AGREEMENT.

6. OWNERSHIP OF CONTENT. Licensor does not claim ownership of any content belonging to Licensee, including any Archived Content, except as expressly described in this Section with respect to Feedback; provided, however, that Licensee's use of the Service is subject to Licensee's granting of the license to Licensee's Archived Content set forth in **Section 5(a)**, as well as any other reasonably necessary license to any other content, in order for Licensor to perform Licensor's obligations hereunder and to provide Licensee with the Service. Notwithstanding the foregoing, any comments, feedback, ideas and/or reports about the Website or the Service that Licensee provides to Licensor, whether in written, electronic or any other form (collectively, "**Feedback**"), shall be considered Licensor's proprietary information and Confidential Information, and Licensee hereby irrevocably automatically transfers and assigns to Licensor, immediately upon creation, all of Licensee's right, title and interest in and to such Feedback, including all intellectual property rights embodied in or arising in connection with such Feedback and any other rights or claims that Licensee may have with respect to any such Feedback.

7. CONFIDENTIALITY. Subject to public record law, Licensee shall not disclose, except in accordance with this Agreement, and shall take all necessary precautions to protect the confidentiality of and to cause its Representatives not to disclose and to protect the confidentiality of, any Confidential Information received from Licensor or its affiliates, employees or other agents under this Agreement, including, without limitation, requiring Licensee's Representatives or others with access to the Confidential Information to be subject to confidentiality obligations similar in nature to those imposed by this Agreement and limiting access to the Confidential Information to Licensee's Representatives on a "need to know" basis. Any Confidential Information may be used by Licensee only in connection with the License granted herein, unless otherwise agreed by the parties in writing. For the purposes of this Agreement, "**Confidential Information**" shall mean all business, technical, and financial information provided by Licensor to Licensee, including, without limitation, the Software and all accompanying Documentation and all proprietary information relating thereto. Confidential Information shall not include any information which is: (i) at the time of its disclosure previously known by Licensee, as demonstrated by Licensee's records; (ii) in the public domain or becomes generally known or published through no fault of Licensee; or (iii) lawfully disclosed to Licensee by a third party free to disclose such information. Nothing in this Agreement shall be read to prohibit Licensee from complying with the Illinois Freedom of Information Act or, otherwise, disclosing information if legally required to do so. 5 ILCS 140/1 et. seq. Further, the parties understand and agree that all contracts entered into by a government body, such as Licensee, are open to public review, will be on file with the County Clerk's Office, may be discussed in open session pursuant to the Illinois Open Meetings Act, and/or may be released pursuant to the Illinois Freedom of Information Act. 5 ILCS 120/1 et seq.; 5 ILCS 140/1 et seq. The provisions under this **Section 7** shall survive the expiration or termination of this Agreement for any reason for a period of five years.

8. TRANSFERS. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other. Any attempted assignment or transfer in violation of this provision shall be void.

9. MUTUAL REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that (i) it is duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has the full corporate power and authority to execute, deliver and perform this Agreement; and (ii) this Agreement has been duly and validly executed and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

10. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WEBSITE, SERVICE AND/OR SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY THE LAWS IN LICENSEE'S JURISDICTION, NEITHER PARTY OR ITS REPRESENTATIVES SHALL BE LIABLE (i) FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR LICENSEE'S USE OF THE WEBSITE, SERVICE AND/OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (ii) ANY DIRECT DAMAGES OR OTHER AMOUNT IN EXCESS OF TWO (2) TIMES THE CUMULATIVE FEES ACTUALLY RECEIVED BY LICENSOR DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

12. INDEMNIFICATION.

(a) Licensor shall indemnify, hold harmless and defend with counsel of Licensee's own choosing, Licensee, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Contract or ancillary documents and any breach by Licensor of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Licensor in its performance under this Agreement.

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

13. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee, which supersedes any proposal, prior agreement, or license, oral or written, and any other communications relating to the subject matter of this Agreement. If any term of this Agreement shall be found invalid, the term shall be modified or omitted to the extent necessary, and the remainder of this Agreement shall continue in full effect.

14. AMENDMENTS. Any amendments to this Agreement, including Exhibit A and any other document referenced herein, must be in writing and signed by both parties to be effective.

15. INDEPENDENT CONTRACTOR. The parties are independent contractors and nothing contained herein shall be construed to create any other relationship between the parties. Nothing in this Agreement shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any other obligation, or represent to any third party that it has the right to enter into any binding obligation on the other party's behalf. Licensor understands and agrees that Licensor is solely responsible for paying all wages, benefits and any other compensation due and owing to Licensor's officers, employees, and agents for the performance of services set forth in the Agreement. Licensor further understands and agrees that Licensor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Licensor's officers, employees and/or agents who perform services as set forth in the Agreement. Licensor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Licensor, Licensor's officers, employees and agents and agrees that Licensee is not responsible for providing any insurance coverage for the benefit of Licensor, Licensor's officers, employees and agents. Licensor hereby agrees to defend with counsel of Licensee's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Licensee, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that Licensor, its officers, employees and/or agents may sustain while performing services under the Agreement. Furthermore, nothing in this Agreement shall be construed so as to obligate either party to enter into a further agreement.

16. NON-DISCRIMINATION. Licensor, 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.

17. CERTIFICATION. Licensor certifies that Licensor, 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). Licensor further certifies by signing the Contract documents that Licensor, 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 Licensor 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.

18. CONFLICT OF INTEREST. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Licensor or this Agreement, or,

if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Licensor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

19. 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 shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to Licensee at the address set forth herein. Minimum Scope and Limit of Insurance. 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, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.
- *Umbrella/Excess Liability:* Limits of liability equal to or greater than \$1,000,000 per occurrence and \$1,000,000 in aggregate.
- *Automobile Liability:* Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensor 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 law, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If Licensor maintains broader coverage and/or higher limits than the minimums shown above, Licensee shall be entitled to the broader coverage and/or the higher limits maintained by the Licensor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Licensee.

- *Additional Insured Status:* Licensee and its, past, present, and future its officers, officials, employees, and volunteers 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 Licensor. General liability coverage can be provided in the form of an endorsement to Licensor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- *Primary Coverage:* For any claims related to this contract, the Licensor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to Licensee, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by Licensee, its past present or future officers, officials, employees, or volunteers shall be excess of the Licensor's insurance and shall not contribute with it.
- *Waiver of Subrogation:* Licensor hereby grants to Licensee and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Licensor may acquire against Licensee by

virtue of the payment of any loss under such insurance. Licensor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Licensee has received a waiver of subrogation endorsement from the insurer.

- *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, the Licensor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- *Verification of Coverage:* Licensor shall furnish Licensee with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Licensee. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensor’s obligation to provide them. Licensee reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- *Subcontractors:* Licensor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Licensee is an additional insured on insurance required from subcontractors.

20. COMPLIANCE WITH STATE AND FEDERAL LAWS. Parties agree 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.

21. ADDITIONAL TERMS. The waiver by either party of a breach of any provision of this Agreement shall not constitute or be construed as a waiver of any future breach of any provision(s) of this Agreement. Neither party shall be liable for delays or failures of performance resulting from causes beyond its reasonable control. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

22. NOTICE. All notices or other communications to a party which are required or permitted pursuant to this Agreement shall be in writing and shall be deemed sufficient if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, or if delivered by any other means upon which the parties shall mutually agree. Notice to Licensor shall be to the address set forth in the introduction to this Agreement. Notice to Licensee shall be to the Kendall County Sheriff’s Office, Attention: Sheriff

Dwight Baird, 1102 Cornell Lane, Yorkville, IL 60560, with copy to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560. Any party may change the address to which notice is to be given by notice given in the manner set forth above.

23. CHOICE OF LAW AND VENUE. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

24. COUNTERPARTS. This Agreement may be executed by electronic signatures or signatures delivered through electronic facsimile. The parties shall use commercially reasonable efforts to deliver to each other a fully executed original following the initial closure of the agreement through facsimile or electronic copies and/or signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Software License Agreement effective the day and year first above written.

LICENSOR:

ArchiveSocial, Inc.

By:

Name: Robert Sydnor

Title: COO

LICENSEE:

By:

Name: Scott Gryder

Title: County Board Chairman, Kendall County

Attest:

Name: Debbie Gillette

Title: County Clerk, Kendall County

EXHIBIT A

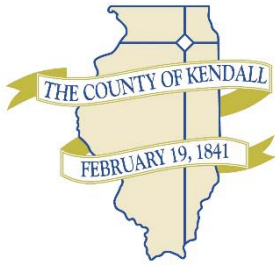
Fees and Payments

1. Base Service Fee: Licensee shall pay an annual base service fee of \$2,388 which shall entitle Licensee to connect to the Service, up to **10** social media accounts from one or more social networking or social media websites, platforms or services supported as part of the commercially available Service (each a “**Supported Site**”) for which Licensor is either (i) the actual owner or (ii) explicitly authorized to provide access to such social media account (e.g., upon express authorization by Licensor’s Representative). Each such social media account shall be referred as a “**Permitted Account**”. Licensee is entitled to archive up to **1000** new social media records per month, in aggregate, from across all Permitted Accounts. For purposes of this **Exhibit A**, a “**social media record**” refers to any individual posting sent or received by a Permitted Account, including comments, status updates, and private messages. Large multimedia files, such as videos, are counted as multiple records with each 10-megabyte segment of a multimedia file counted as a single record.

2. Add-on Service Fees: If an add-on service is selected then Licensee shall pay the corresponding add-on annual service fee which shall entitle Licensee to access the service.

Selected: (X)	Add-on Service	Annual Fee
	Risk Management & Analytics (RMA) Reporting & Alerting	\$2,388
	Public Access Open Archive Portal	\$2,388

3. Service and Support: There is no additional charge for service and support as provided in **Section 2** of the Agreement.



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: June 24, 2019

Amount: \$260.48

Budget: N/A

Issue: Request from Jennifer Wirth for a Refund in the Amount of \$260.48 for an Unused Building Permit at 977 Route 31, Oswego

Background and Discussion:

Ms. Wirth is requesting a refund in the amount of Two Hundred Sixty Dollars and Forty-Eight Cents (\$260.48). She wanted to construct a pole building on her property and her supplier cannot fulfill the order.

The Planning, Building and Zoning Department did not expend any resources investigating or processing this building permit.

Ms. Wirth's request is attached to this memo.

Committee Action:

Recommendation to refund the money as requested by a 4-0 vote.

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning

Date: June 25, 2019

\$260.48

Pam Herber

From: Brian Holdiman
Sent: Wednesday, June 5, 2019 7:14 AM
To: Pam Herber
Cc: Matt Asselmeier; Scott Koeppel
Subject: FW: [External]Request for Refund of Permit Fees

Pam,

Please pull this file and follow up with Matt what he needs to have for this to be on the PBZ meeting following the meeting June 10th. When refund is approved please void the permit.

Respectfully,

Brian Holdiman

Code Official - The County of Kendall - Planning, Building & Zoning -111 West Fox Street room 203 Yorkville IL 60560
Office: (630) 553-4134 Cell: (630) 774-1161 Fax: (630) 553-4179

From: Jennifer Wirth [mailto:████████████████████]
Sent: Tuesday, June 4, 2019 4:39 PM
To: Brian Holdiman <BHoldiman@co.kendall.il.us>
Subject: [External]Request for Refund of Permit Fees

Hello,

My name is Jennifer Wirth and I am the home owner at:

977 State Route 31
Oswego, IL 60543

We applied for, and had a permit issued to put up a pole barn at our property. Permit # 03-2019-079

Due to zoning requirements for the foundation, our Manufacturer/Supplier has informed us that they cannot fulfill this order as they do not have the capability to meet these requirements.

Due to these circumstances we will not be putting the building up, and request a full refund of our permit fees.

Thank you,

Jennifer Wirth

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

KENDALL COUNTY PLANNING, BUILDING & ZONING

Name: Wirth

Permit # 03-2019-079

EXPIRES
5/8/19

CHECKLIST

- 3 Sets of Blueprints
- 2 Plats of Survey w/Dimensions
- Construction Type
- Contact Names/Numbers
- Signatures

- Driveway Plan & Profile
- Site Staked/Identified
- Use (if required)
- Grading Plan

Pending Approvals:

- Well & Septic
- Access Permit
- Address Approval
- Address Distribution

DATA / APPROVALS

Parcel ID (Tax) #: 03-05-352-004

Owners Name: Wirth, Jennifer, ICE

Address: 977 Rt. 31 Oswego 60543

Subdivision: _____ Unit _____ Lot _____

Zoning District: R-1 Approved: _____ 51819

Construction Type: Accessory Bldg Area & Bulk OK

Flood Zone: X Panel #: 17093C0033G Elevation Certificate Required? No

Well & Septic #: 19-025 Date Completed: 5/8/19

Culvert: Diameter: _____ Length: _____ Driveway: _____ Grading Plan: _____

Proposed Top of Foundation: _____ M.E.: _____ Actual Top of Foundation _____

FEES

PERMIT	PLUMBING	LAND-CASH	DISTRICTS
Plan Review <u>60.48</u>	Under Floor _____	School _____	Fire _____
Site Inspection <u>50-</u>	Rough _____	Parks/F.P. _____	Post Office _____
Footing <u>50-</u>	Final _____	Total Due _____	Grade School _____
Foundation Wall _____		Date Paid _____	High School _____
Backfill _____		Check # _____	Park/Forest Preserve _____
Slab (1) _____	OTHER	Receipt # _____	ENGINEER
Slab (2) _____	Zoning Cert. <u>50-</u>	OFFSITE ROADWAY	Review _____ TO
Meter Socket _____	Address _____	Date Paid _____	BE PAID SEPARATELY
Frame/Wire _____		Check# _____	
Insulation _____		Receipt # _____	
Final <u>50-</u>	Total Due <u>\$ 260.48</u>		
Occupancy _____	Date Paid <u>5/10</u>		
Single Family _____	Check# <u>1014</u>		
Dwelling _____	Receipt# <u>39459</u>		
	<u>Zachary Stamp</u>		

Zoning Conditions of Permit: _____

Site Inspection 51819 PERMIT APPROVED BY 51819

INSPECTIONS/APPROVAL DATE

Footing _____	/ / _____	Slab (1) _____	/ / _____
Backfill _____	/ / _____	Slab (2) _____	/ / _____
Foundation Wall _____	/ / _____	Electric Service _____	/ / _____
Frame/Wire _____	/ / _____	Insulation _____	/ / _____
Under Floor Plumbing _____	/ / _____	Rough Plumbing _____	/ / _____
Final/Occupancy _____	/ / _____	Final Plumbing _____	/ / _____

AGREEMENT FOR FOOD SERVICES AT THE KENDALL
COUNTY JAIL

Now comes Consolidated Correctional Food Service, hereinafter referred to as "Contractor," and also comes the County of Kendall Illinois and the Kendall County Sheriff's Office ("KCSO"), hereinafter collectively referred to as "County." County and Contractor do hereby enter into this Agreement to provide Food Services at the Kendall County Jail ("Facility") this 8th day of July, 2019 ("Agreement"). Contractor shall provide meals at Facility upon terms and conditions as set forth herein.

RECITALS:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government "may contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, County seeks to obtain food services at the Facility ("Services") and, in compliance with proper statutory procedure, County submitted the Kendall County Sheriff's Office Invitation to Bid to Provide Food Services for Kendall County Jail, dated May 14, 2019, ("ITB"), seeking vendor bids for these Services, a true and correct copy of which is attached as Exhibit A; and

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

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

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

1. RECITALS: The above recitals are incorporated as if fully restated herein.
2. ITB: The ITB from which this Agreement resulted is incorporated as if fully restated herein, including all appendices attached thereto. In the event of a conflict between the ITB and this Agreement, the Agreement governs.
3. STATUTORY COMPLIANCE: Contractor hereby agrees to furnish nutritious

wholesome and palatable food to inmates and staff in accordance with this Agreement. The food service shall meet all current standards as established by:

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

4. **TERM:** The initial term of this Agreement shall be from the 8th day of July, 2019, through and including the 30th day of November, 2020. The Agreement will automatically renew for an additional, three (3), consecutive, one-year terms, unless terminated as permitted by and in accordance with this Agreement. The Agreement shall not continue beyond November 30, 2023.

5. **PRICES:** Pricing per meal for each term of this agreement shall be as established below:

- A. July 8th, 2019-November 30th, 2020 the price per meal will be **\$1.26** for 140-149 inmates (see attached price quote for variance in the number of inmates served).
- B. December 1st, 2020-Novemeber 30th, 2021 the price per meal will be **\$1.30** for 140-149 inmates (see attached price quote for variance in the number of inmates served) .
- C. December 1st, 2021-Novemeber 30th, 2022 the price per meal will be **\$1.34** for 140-149 inmates (see attached price quote for variance in the number of inmates served).
- D. December 1st, 2022-Novemeber 30th, 2023 the price per meal will be **\$1.38** for 140-149 inmates (see attached price quote for variance in the number of inmates served) .

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

7. OPERATIONAL RESPONSIBILITIES

- A. **Services:** Contractor shall be responsible for the following services pursuant to the terms of this Agreement.
 - i. Contractor shall provide three meals per day, including one cold (breakfast) and two hot meals (lunch and dinner). The daily caloric content should average at least 2,400 calories.
 - ii. Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator.
 - iii. All menus shall be reviewed and approved by the Contractor's

Registered Dietitian prior to being prepared and served, and must be adjusted according to the recommended dietary allowances stated by the National Academy of Sciences, United States Department of Agriculture, and the United States Department of Health and Human Services.

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

Contractor's employees at the rate of inmate meals. County employees will pay the County for their meals at the rate set by the County for employee meals.

B. Food Preparation Standards:

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

C. Employees/Inmate Labor

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

- D. Security:
- i. KCSO will at all times be responsible for the physical security of the Facility and the continuing security of the inmates.
 - ii. Contractor's employees and agents will be responsible for the security and control of their County issued keys and work tools. All tools, such as knives, peelers, etc., will be kept in a locked area when not in use. Contractor shall maintain a recorded inventory of all such items, and shall document any time an item is removed and returned to the locked area.
 - iii. Contractor's employees and agents will follow security procedures established by the KCSO and the County and will take direction from the KCSO correctional staff in an emergency situation.
- E. Grievances: Upon request of County, Contractor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints regarding food services.

8. EQUIPMENT AND FACILITIES

- A. Contractor shall provide, if needed, any equipment necessary for the transportation of products, supplies, and personnel to or from the Facility. Contractor shall furnish all supplies, commodities, and equipment not supplied by County, but which are necessary for the efficient, sanitary, and economically sound operation of the food services program outlined in the Agreement. This shall include all cleaning and paper supplies not provided by County.
- B. Contractor shall supply all food, seasonings, and ingredients for the food service and kitchen at Facility.
- C. County shall furnish cleaning supplies, pots, pans, kitchen equipment, and utensils identified in appendix B of the ITB.
- D. County will provide, install, maintain, repair, and permit the Contractors to use the Capital Equipment which the County placed within the Facility.
- E. Contractor must provide disposable utensils for all persons identified by County staff as having communicable disease. Disposable utensils, plates, cups, etc., are to be biodegradable or able to be recycled. Polystyrene is not acceptable.
- F. Contractor shall properly use and maintain all County equipment. Contractor will be responsible for repair of damaged equipment, or the cost thereof, due to negligence or willful conduct of Contractor's employees or

the Contractor shall be entitled to receive payment from the County for work completed prior to the termination date, but shall not be responsible for any additional costs, damages, and/or fees. In the event that this Agreement is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor for any or all losses incurred, including attorney's fees and expenses. The Contractor will be deemed to have defaulted upon its failure to provide services consistent with, and as required by this Agreement.

Contractor shall notify County immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by a non-affiliated party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; or (d) Contractor ceases to conduct its operations in normal course of business. County shall have the option to terminate its contract with Contractor immediately on written notice based on any such change in status. For the purposes of this Agreement, a non-affiliated party shall mean any corporation, Limited Liability Company or any other person that is not controlling, controlled by, or under common control with the Contractor.

11. WARRANTIES. All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of County. All services, materials, and components shall conform to relevant manufactures' and equipment suppliers' specifications, and all equipments shall be obtained from original manufactures or suppliers approved by County. No warranties implied or explicit may be waived or denied.
12. ASSIGNMENT. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
13. FORCE MAJEURE. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

14. BACKGROUND CHECKS/SECURITY. Contractor shall exercise general and overall control of its officers, employees and agents. Contractor agrees that no one shall be assigned to perform work at the Facility on behalf of Contractor, Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless KCSO has completed a criminal background investigation for each individual. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at the Facility absent prior written consent from County and Kendall County Sheriff. County, at any time, for any reason and in County's sole discretion, may require Contractor and/or Contractor's employees, consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

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

15. HOLD HARMLESS / INDEMNIFICATION. Contractor will hold harmless and indemnify the County, together with its officials, officers, employees, including their past, present, and future board members, elected officials and agents with counsel of the County's own choosing, against all liabilities, claims, suits, demands, proceedings, and actions for any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated solely by the negligent, reckless, intentional, or deliberately indifferent conduct of Contractor, its employees, and agents, Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, must be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney. County's participation in their defense shall not remove Contractor's duty to indemnify, defend, and hold harmless, as set forth above.

16. 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 shall not be cancelled or changed without thirty (30) calendar days prior written notice,

given by the insurance carrier to County at the address set forth herein.

Minimum Scope and Limit of Insurance. 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, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or 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.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor 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.

Professional Liability (Errors and Omissions) Insurance. Professional insurance appropriate to Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Additional Insured Status. County and its, past, present, and future its officers, officials, employees, and volunteers 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 Contractor 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 Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

Waiver of Subrogation. Contractor hereby grants to County and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which

any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions. Self-insured retentions must be declared to and approved by County. County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

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, the Contractor must purchase “extended reporting” coverage for a minimum of *five (5) years* after completion of contract work.

Verification of Coverage. Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

17. PRISON RAPE ELIMINATION ACT OF 2003 (PREA). Contractor will comply with PREA, applicable PREA standards, and the KCSO policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Facility. Contractor acknowledges that, in addition to self-monitoring, KCSO may conduct announced or unannounced monitoring to include on-site monitoring.
18. REMEDIES. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If County is required to take legal action to

enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, County is required to use the services of an attorney, then County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

19. INDEPENDENT CONTRACTOR RELATIONSHIP. It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees, and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby agrees to defend with counsel of County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from County, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.

20. CERTIFICATION. Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act)

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

21. PROTECTION OF WORK AND CLEAN-UP. The Contractor shall be responsible for the protection of all work (including, but not limited to, all work performed by

Contractor and all subcontractors) and shall at Contractor's own expense replace damaged or lost materials or repair damaged parts of the work, and the Contractor shall be liable therefore. Contractor and subcontractors shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The Contractor and subcontractors may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall remove from the vicinity of the Facility all surplus material or equipment belonging to Contractor and subcontractors. within a reasonable time or as directed by the County.

22. NON-DISCRIMINATION. Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
23. AUTHORITY TO EXECUTE AGREEMENT. County and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
24. CHOICE OF LAW AND VENUE. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
25. TAXES. Contractor acknowledges that County is exempt from federal excise and transportation taxes. County is also exempt from payment of Illinois Sales Tax. KENDALL COUNTY TAX EXEMPTION IDENTIFICATION NUMBER: xxxxxx. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status.
26. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
27. COUNTERPARTS. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of

which shall constitute one and the same Agreement.

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

The vendor TBA

Date

COUNTY OF KENDALL, ILLINOIS

Kendall County Board Chairman

Date

Kendall County Clerk

Date

Kendall County Sheriff

Date

Rates/Cost

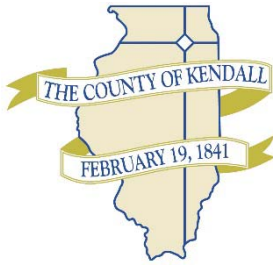


Meal Plan 2400 Minimum Calorie Menu

Rates

Included in your rates:	# of Inmates	*Rate per Meal	Rate per Meal	Rate per Meal	Rate per Meal
		<u>7.8.19- 11.30.20</u>	<u>12.1.20- 11.30.21</u>	<u>12.1.21- 11.30.22</u>	<u>12.1.22- 11.30.23</u>
• All food costs, kitchen management and labor, employee benefits and uniforms	80-89	\$1.60	\$1.65	\$1.70	\$1.75
	90-99	\$1.50	\$1.55	\$1.60	\$1.65
• Dietician approved menus	100-109	\$1.44	\$1.48	\$1.52	\$1.57
• Regional Manager - regular visits and daily support	110-119	\$1.39	\$1.43	\$1.47	\$1.52
	120-129	\$1.33	\$1.37	\$1.41	\$1.45
• Centralized accounting to ensure accurate billing	130-139	\$1.29	\$1.33	\$1.37	\$1.41
• Office equipment and supplies	140-149	\$1.26	\$1.30	\$1.34	\$1.38

*Rates quoted will remain valid for the first 12 months of the contract assuming the contract is executed no later than 90 days after date of proposal.



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 can be obtained from the Planning, Building and Zoning Department.

Committee Action:

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

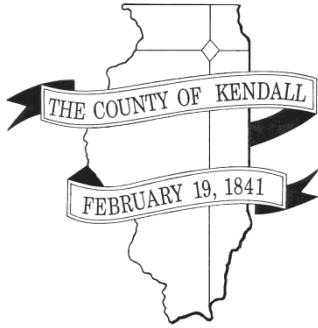
Staff Recommendation:

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 (Revised June 28, 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

--
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 2nd day of July, 2019.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made this 28th day of June 2019, in the State of Illinois, County of Kendall, by and between Kendall County (“COUNTY”) and Robin Pelfrey (“CONTRACTOR”), as follows:

Whereas, CONTRACTOR’S principal place of business is located at the following address: 30W050 Branch Ave Warrenville, IL 60555-1207;

Whereas, CONTRACTOR is doing business as a sole proprietorship [*fill in type of business entity – e.g., sole proprietorship, corporation, LLC, etc.*];

Whereas, CONTRACTOR wishes to become an independent contractor of COUNTY for the purposes of providing the following services for COUNTY: 16th & 23rd Judicial Circuit Family Violence Coordinating Council Coordinator (hereinafter collectively referred to as “the Services”); and

Now, therefore, in consideration of the mutual covenants, herein contained, the sufficiency of which is acknowledged, it is agreed as follows:

1. Incorporation by Reference

All of the above recitals and preambles are incorporated herein by reference.

2. Relationship of the Parties

CONTRACTOR acknowledges and agrees that CONTRACTOR has been engaged as an independent contractor and not as an employee of the COUNTY.

3. Method, Means and Manner of Performance

CONTRACTOR shall determine the method, means and manner of performing the services set forth under this Agreement.

4. Terms and Conditions of Relationship

A. CONTRACTOR understands and agrees that CONTRACTOR is an independent contractor and not an employee of COUNTY.

B. CONTRACTOR further understands and agrees that CONTRACTOR is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for CONTRACTOR and CONTRACTOR’S officers, employees and agents. CONTRACTOR represents that it will withhold state and federal income taxes upon the wages paid by CONTRACTOR to CONTRACTOR’S workers, agents, or servants, and

CONTRACTOR will be solely responsible for any and all employment, income and sales taxes owing to the state and federal governments.

- C. CONTRACTOR agrees to comply with all federal, state and local laws, rules and regulations pertaining to its performance under this Agreement, and any violation of such by CONTRACTOR shall constitute a material breach of this Agreement.
- D. CONTRACTOR understands and agrees that CONTRACTOR is solely responsible for paying all wages, benefits and any other compensation due and owing to CONTRACTOR's officers, employees and agents for the performance of the Services set forth in this Agreement.
- E. CONTRACTOR (and its workers, agents, and servants) shall receive no vacation, sick, personal or holiday pay from COUNTY, and shall not participate in plans or other benefits enjoyed by COUNTY's and/or Kendall County's own employees.
- F. CONTRACTOR also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of CONTRACTOR, CONTRACTOR's officers, employees and agents and agrees that COUNTY is not responsible for providing any insurance coverage for the benefit of CONTRACTOR, CONTRACTOR's officers, employees and agents.
- G. CONTRACTOR shall be responsible for providing all of the tools and equipment necessary for CONTRACTOR and CONTRACTOR's officers, employees and agents to perform the Services set forth in this Agreement.
- H. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR's officers, employees and agents shall not take any actions that would create the appearance that they are employees and/or agents of the COUNTY.

5. Compensation

In consideration for providing the services set forth under this Agreement, CONTRACTOR shall be compensated by COUNTY in the following manner:

- A. CONTRACTOR shall receive a professional fee in the amount of \$26.00 per hour not to exceed 1225 hours during the term of the contract. COUNTY shall pay CONTRACTOR after receipt of CONTRACTOR's monthly invoice and supporting documentation for services in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).
- B. CONTRACTOR understands and agrees that COUNTY is not authorized to withhold state or federal income tax, or Social Security tax upon the sums paid to

CONTRACTOR and/or CONTRACTOR's workers, agents and/or servants. CONTRACTOR understands and agrees that she shall receive a Form 1099 from COUNTY and Kendall County upon the end of each calendar year and that CONTRACTOR is solely responsible for reporting all earned income to the applicable state and federal authorities.

6. Services

CONTRACTOR agrees to provide all of the following services to COUNTY during the term of this Agreement:

- A. CONTRACTOR shall perform the Services set forth in this Agreement;
- B. For public security purposes, CONTRACTOR agrees that CONTRACTOR shall not assign any individual to perform work onsite at COUNTY's office unless CONTRACTOR has confirmed that the individual is competent and able to adequately perform all of the duties set forth above. Furthermore, for public security purposes, CONTRACTOR agrees that it shall not assign any individual to perform work onsite at COUNTY's office unless CONTRACTOR has completed a criminal background investigation for each individual to be performing work onsite at COUNTY's office. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, CONTRACTOR agrees that it shall not assign the individual to perform work onsite at COUNTY's office absent prior written consent from COUNTY. COUNTY, at any time and in COUNTY's sole discretion, may require CONTRACTOR to remove any individual from performing any further work onsite under this Agreement. Should COUNTY have a complaint regarding the performance of the services or the behavior of CONTRACTOR's officers, employees and/or agents performing services under this Agreement, or should COUNTY request a change in the manner in which services are being performed pursuant to this Agreement, CONTRACTOR shall transmit the same to the CONTRACTOR's on-site foreman and/or to any other member of CONTRACTOR's management, who shall take immediate action and shall resolve the problem to COUNTY's satisfaction. CONTRACTOR's failure to take immediate action and/or to resolve the problem to COUNTY's satisfaction may result in a material breach of the Agreement.

7. Expenses

CONTRACTOR agrees to be responsible for the cost of all expenses in the performance of this Agreement that are not allowable under the Illinois Criminal Justice Information Authority FY 2020 Coordinating Council Grant including fax expense, telephone calls, vehicles, gasoline, car phones, business stationery, business cards, order forms, envelopes, driver's license fees, cost of fuel, tolls, utilities, and any other taxes, fees and fines that may be assessed by regulatory authorities of municipal, county, state or federal governments upon CONTRACTOR in the

performance of this Agreement.

- A. Any expenses incurred that are specifically allowable under the Illinois Criminal Justice Information Authority FY 20 Grant for Coordinating Council and are within the parameters of the approved budget submitted as part of the grant, shall be submitted via a request for reimbursement with all original receipts.

8. Indemnification

- A. CONTRACTOR hereby agrees to indemnify, hold harmless and defend COUNTY, and COUNTY's past, present and future County Board members, elected officials, employees, insurers, agents and assigns (hereinafter collectively referred to as "RELEASEES") from any and all claims, suits, losses, fines or other expenses (including attorneys' fees) arising out of, based upon or incurred because of injury to any person or persons, or damage to property sustained or which may be alleged to have been sustained by reason of any negligence or alleged negligence on the part of CONTRACTOR, CONTRACTOR's workers, agents and/or servants.
- B. CONTRACTOR shall indemnify, defend and hold RELEASEES harmless from any liability arising from a relationship between CONTRACTOR and any of CONTRACTOR'S workers, agents or servants, whether under industrial accident laws, workers' compensation laws, employment taxes, or other state or federal laws.
- C. CONTRACTOR shall indemnify, defend and hold RELEASEES harmless from any damages and liability incurred as a result of injuries sustained by CONTRACTOR and/or CONTRACTOR's workers, agents and/or servants while performing services under this Agreement.
- D. CONTRACTOR agrees to indemnify, defend and hold RELEASEES harmless from all claims arising from the Agreement. CONTRACTOR also agrees to waive subrogation against RELEASEES.
- E. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this Agreement, must be one approved that has been approved by the Kendall County State's Attorney and appointed as a Special Assistant State's Attorney. The COUNTY'S participation in its defense shall not remove CONTRACTOR's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. The COUNTY 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 indemnification or insurance. Indemnification shall survive the termination of this contract.

9. No Exclusivity/No Priority/ Notice of Potential Conflicts of Interest

CONTRACTOR, as an independent contractor, is assumed by COUNTY to work for

others and hold itself out to the public, under its own business name, in a manner consistent with the other provisions of this Agreement. CONTRACTOR shall not be required to grant priority status to COUNTY. CONTRACTOR agrees to notify COUNTY of any potential conflicts of interest regarding COUNTY to be performed by CONTRACTOR for any other principals. Failure to provide notice of potential conflicts of interest shall be a material breach of this agreement.

10. Effective Date

This Agreement shall become effective upon signing by both parties, and shall remain in effect from July 1, 2019 to June 30, 2020.

11. Termination

A. This Agreement may be terminated at anytime for any or no reason by either party upon thirty (30) days prior written notice to the other party.

B. COUNTY may terminate this Agreement immediately upon material breach of this Agreement by CONTRACTOR.

C. Upon termination of services, CONTRACTOR will promptly return to COUNTY all documents, keys and/or any other property that CONTRACTOR has in its possession belonging to COUNTY. Furthermore, CONTRACTOR agrees to immediately vacate COUNTY's premises upon termination of this Agreement.

12. Notices

Any written notice or other communication required or permitted by the terms of this Agreement shall be deemed sufficiently given if sent either by registered or certified mail, return receipt requested, postage and fees prepaid, addressed to the party to be noticed as follows:

A. If to COUNTY: Alice Elliott, Kendall County Court Services, with a copy to Judge Robert Pilmer, 23rd Judicial Circuit Chief Judge, 807 W. John Street, Yorkville, Illinois 60560.

B. B. If to CONTRACTOR: Robin Pelfrey 30W050 Branch Ave Warrenville, IL 60555-1207.

Such notice or communication shall be deemed to have been given as of the date so mailed. Either party may change such addresses from time to time by providing notice as set forth above.

13. Confidentiality

A. CONTRACTOR shall not use or reveal any written or verbal information which, by its nature and under the circumstances, is confidential or proprietary, including, but not limited to, information regarding COUNTY, or their respective past, present and future board members, elected officials, officers, employees, or

services, the terms and conditions of this Agreement, vendor lists, etc. All such written information shall be returned to COUNTY immediately upon termination hereof.

- B. Upon and after the termination of this Agreement, CONTRACTOR shall not use to its own advantage, or to the advantage of any other person or entity, any confidential or proprietary information obtained by CONTRACTOR during the scope of its duties set forth in this Agreement.

14. **Insurance**

- A. 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 shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein.

- B. ***Minimum Scope and Limit of Insurance.*** All coverage shall be at least as broad as the following:

1. *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, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.
2. *Umbrella/Excess Liability:* Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
3. *Automobile Liability:* Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if [COMPANY] 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.
4. *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. ***(Not required if company provides written verification it has no employees.)***
5. *Professional Liability (Errors and Omissions) Insurance.* Professional insurance appropriate to CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
6. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, Kendall County shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insur-

ance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Kendall County.

- C. ***Additional Insured Status.*** Kendall County and its, past, present, and future its officers, officials, employees, and volunteers 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 CONTRACTOR 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 CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- D. ***Primary Coverage.*** For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to Kendall County, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by Kendall County, its past present or future officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- E. ***Waiver of Subrogation.*** CONTRACTOR hereby grants to Kendall County and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against Kendall County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Kendall County has received a waiver of subrogation endorsement from the insurer.
- F. ***Self-Insured Retentions.*** Self-insured retentions must be declared to and approved by Kendall County. Kendall County may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Kendall County.
- G. ***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, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.
- H. ***Verification of Coverage.*** CONTRACTOR shall furnish Kendall County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of

the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Kendall County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. Kendall County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- I. ***Subcontractors.*** CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Kendall County is an additional insured on insurance required from subcontractors.
- J. ***Special Risks or Circumstances.*** Kendall County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

15. Miscellaneous

- A. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- B. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
- C. This Agreement may only be modified in writing and signed by both COUNTY and CONTRACTOR.
- D. If any part(s) of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- E. This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.
- F. Time is of the essence in enforcing the terms of this Agreement. CONTRACTOR shall be responsible for all reasonable attorney's fees and costs incurred by

COUNTY as a result of the enforcement of this Agreement.

- G. CONTRACTOR 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 or location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- H. CONTRACTOR, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- I. Certification. CONTRACTOR certifies that CONTRACTOR, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).
- J. All services to be undertaken by CONTRACTOR shall be carried out by competent and properly trained personnel of CONTRACTOR to the highest standards and to the satisfaction of COUNTY.
- K. CONTRACTOR shall be responsible for the protection of all work (including, but not limited to, all work performed by CONTRACTOR and its employees and agents until its completion and final acceptance, and shall at CONTRACTOR's own expense replace damaged or lost materials or repair damaged parts of the work, and the CONTRACTOR shall be liable therefore. CONTRACTOR shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. CONTRACTOR may however be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. CONTRACTOR shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to CONTRACTOR or used under CONTRACTOR's direction during construction. CONTRACTOR shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by the COUNTY.
- L. CONTRACTOR hereby waives any claim of lien against subject premises on behalf of CONTRACTOR, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the

project and as a condition prior to payment in full, CONTRACTOR shall tender to COUNTY a final waiver of lien for all subcontractors and/or suppliers.

- M. CONTRACTOR and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

- N. If at the time this Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Employment Act”), CONTRACTOR, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers to perform the services set forth in this Agreement in accordance with the Employment Act. CONTRACTOR understands that the Employment Act defines (a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) "Illinois laborer" as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. CONTRACTOR understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

- O. When applicable, CONTRACTOR shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 et seq., 820 ILCS 220/0.01 et seq. and 820 ILCS 225/0.1 et seq.

- P. CONTRACTOR and COUNTY each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

KENDALL COUNTY _____

By: _____

Title: _____

Date: _____

CONTRACTOR

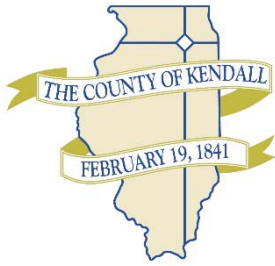
By: _____

Title: _____

Date: _____

FEIN, if any _____

If no FEIN, Social Security Number (for 1099 purposes only) _____



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: June 24, 2019

Amount: N/A

Budget: N/A

Issue: Approval of an Intergovernmental Agreement between the Village of Plattville and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, and Stormwater Management within the Jurisdiction of the Village of Plattville for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village Plattville to the County of Kendall

Background and Discussion:

The agreement between the Village of Plattville and Kendall County allowing the County to provide Planning, Building and Zoning Department related services expired in June.

The proposed Intergovernmental Agreement is the same as previous years with one (1) change. In Section 2, the Village of Plattville would no longer be required to adopt the County's Comprehensive Plan. The Village of Plattville adopted their own Comprehensive Plan in 2009. Any conflicts between the two (2) Plans would be addressed when the conflict arises.

A copy of the proposed Intergovernmental Agreement is attached.

Committee Action:

Approval by a 4-0 vote.

Staff Recommendation:

Approval because conflicts between the two (2) Plans are unlikely. Also, Comprehensive Plans are advisory documents and not statutes.

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning

Date: June 25, 2019

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
PLATTVILLE AND THE COUNTY OF KENDALL**

THIS AGREEMENT, made this day ___ of July, 2019 by and between the VILLAGE OF PLATTVILLE, a body corporate and politic, and the COUNTY OF KENDALL, a body corporate and politic; WITNESSETH:

WHEREAS, the Village of Plattville was incorporated by act of the voters on March 21st, 2006; and

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

WHEREAS, the Village of Plattville and County of Kendall are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and

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

WHEREAS; the Village of Plattville adopted a Comprehensive Plan on July 27, 2009, and

WHEREAS, all the property located within the described boundaries of the Village of Plattville have been heretofore subject to the building and zoning codes of the County of Kendall, and to the Countywide Stormwater Management Ordinances; and

WHEREAS, the parties desire to continue that relationship.

NOW, THEREFORE, it is hereby agreed as follows:

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

Plattville as its own.

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

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

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

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

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

date each year, said renewal to be in writing.

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

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

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

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

12) This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit.

13) This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

14) Nothing contained in this Agreement, nor any act of Kendall County or the Village pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the Village. Further, nothing in this agreement should be interpreted to give Kendall County or the Village any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

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

Kendall County Administrator
111 West Fox Street
Yorkville, Illinois 60560

Village of Plattville
P.O. Box 1173
Yorkville, Illinois 60560

16) Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the Village or Kendall County in any respect beyond the matters agreed upon in this agreement, including, but not limited to their powers and duties.

VILLAGE OF PLATTVILLE

COUNTY OF KENDALL

BY: _____
Village President

BY: _____
Chairman of Kendall County Board

ATTEST: _____
Village Clerk

ATTEST: _____
Kendall County Clerk

Exhibit A

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

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

1. Pre-Application Meeting:

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

2. Filing of an Application:

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

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

- a.) Zoning Map Amendments and Special Uses, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County’s ZPAC Committee, representatives from

Exhibit A

the affected municipality will be invited to participate as sitting members of the committee.

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

Exhibit A

to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.

- k.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- l.) The County shall forward copies of the agenda, staff report and copy of the minutes of the KCRPC meeting to the ZBA as well as to the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- m.) The County shall post copies of the ZBA agenda as required per County policies. The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- n.) If the application involves a request for a Special Use, the petition shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the Special Use as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- o.) All required notices required per State Statute and the County Zoning Ordinance shall be mailed and posted prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- p.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- q.) The County shall forward copies of the agenda, staff report and minutes of the KCRPC meeting to the ZBA as well as the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- r.) The County shall post copies of the agenda as required per County policies.
- s.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.

Exhibit A

- t.) Following review and recommendation by the ZBA, PBZ staff will forward to the appropriate Village Board a report summarizing all of the recommendations and actions taken by each of the review and recommending bodies along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
 - u.) Along with the report, PBZ staff will prepare a draft ordinance approving the requested map amendment or Special Use for action by the Village Board. The summary report and draft ordinance in addition to a copy of the minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
 - v.) In the event a related annexation hearing is required, the Clerk shall coordinate with the applicant to insure proper notice has been supplied and shall be responsible for the preparation and posting of Board's Agenda.
 - w.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
 - x.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.
4. Review and Processing of Preliminary and Final Subdivision Plats:
- a.) Preliminary and/or Final Plats, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County's ZPAC Committee, representatives from the affected municipality will be invited to participate as sitting members of the committee.
 - b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
 - c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the ZPAC members and the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.

Exhibit A

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

Exhibit A

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

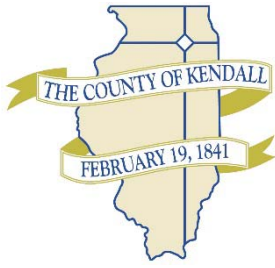
5. Review and Processing of Zoning Variance:

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

Exhibit A

county by the petitioner in support of the application. Along with the report, PBZ staff will prepare a draft ordinance approving the variance for action by the Village Board.

- h.) The summary report, draft ordinance and minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
- i.) The Village Clerk shall be responsible for the preparation and posting of Board's Agenda.
- j.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- k.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning Committee

Meeting Date: June 24, 2019

Amount: N/A

Budget: N/A

Issue: Approval of Junk and Debris Citation Letter

Background and Discussion:

Earlier in 2019, the County Board approved a new Junk and Debris Ordinance.

The proposed letter that will be used when issuing citations is attached. The proposed letter is similar to the letter used for citations of the Inoperable Vehicle Ordinance, but incorporates the requirements and language of the Junk and Debris Ordinance.

Committee Action:

Forward to the County Board by a 4-0 vote.

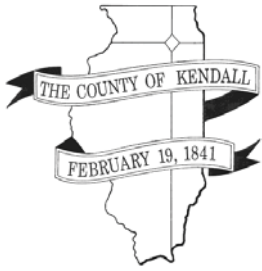
Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning

Date: June 25, 2019



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203
Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

ORDINANCE CITATION

CASE NO. INSERT CASE NO.
County of Kendall vs. **INSERT OWNER NAME**

INSERT DATE

To: OWNER NAME
OWNER ADDRESS
OWNER C/S/Z

RE: **P.I.N. # INSERT PIN**
Property Location: **SITE ADDRESS, CITY/STATE/ZIP**

Please be aware that an inspection of the above described property on **INSERT INSPECTION DATE AND TIME** by the Code Enforcement Officer from the Kendall County Planning, Building & Zoning Department ("Department") revealed a citation of Kendall County Ordinance 2019-12, Junk and Debris. Upon inspection, the following described junk and debris were found on the exterior of the subject property, which constitutes a nuisance under Ordinance 2019-12:

INSERT DESCRIPTION OF JUNK AND DEBRIS

Pursuant to Section 5 of Ordinance 2019-12, please take corrective actions to address this violation by removing the junk and debris from the exterior of the subject property in accordance with State and local law. Abatement of this citation shall occur by no later than **INSERT ABATEMENT DATE (10 DAYS AFTER CITATION DATE)**, at which time your property will be re-inspected by the Department for compliance.

You **may avoid a court appearance** if, within ten (10) days of the service of this Citation, you remove the junk and debris from the exterior of the subject property. If said corrective actions **have not** been completed by **INSERT DATE** you will be required to **APPEAR IN COURT** on **INSERT HEARING DATE (MONDAY-THURSDAY)**, at 8:30 a.m. in the Kendall County Courthouse, 807 W. John Street, Yorkville, Illinois 60560. You may demand a jury trial by filing a jury demand and paying a jury demand fee when entering your appearance, plea, answer to the charge, or other responsive pleading. A default judgment in the amount of \$200.00 for each day the violation continues after the abatement date of **INSERT DATE** may be entered in the event you fail to appear in court or answer the charge made on the date set for your court appearance or any date to which the case is continued. Each day the violation continues after the abatement date shall be a separate offense and shall incur a fine of up to \$200.00 per day.

For questions regarding this Citation, please contact Brian Holdiman, Code Enforcement Officer, at 630-553-4141. Your cooperation is greatly appreciated.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct.

Brian Holdiman
Code Enforcement Officer

I, Brian Holdiman, swear under oath that I served this Citation on **INSERT NAME OF DEFENDANT** as follows:

Personally on **INSERT NAME OF DEFENDANT**
Male/ Female Approx. Age: _____ Hair Color: _____
Height: _____ Weight: _____
On this date: _____ at this time: _____
Address: _____

Signature