

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560
Tuesday, February 1, 2022 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 January 4, 2022
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$2,614,654.34
 - D. Approve Kane County Inmate Housing Agreement, third extension expiring June 27, 2022
8. Old Business
9. New Business
10. Elected Official & Other Department Reports
 - A. Sheriff
 1. FY 21 Annual Report for the Sheriff's Office
11. Standing Committee Reports
 - A. Law Justice and Legislation
 1. Approval of a Resolution Supporting Illinois General Assembly Senate Bill 3737
 2. Approval of a Resolution Governing the Inspector General of Kendall County
 3. Approval of a Resolution Granting the Kendall County Clerk of the Circuit Court Authority to Enter into Agreements with Jano Technologies on Behalf of Kendall County, Illinois
 4. Approval to purchase 20 Body worn cameras including associated hardware and 5 years of cloud storage in an amount not to exceed \$72,353.00
 - B. Finance
 1. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Oswego Area Chamber of Commerce for the amount of \$25,000
 2. Approval of amendment agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Open Door Rehabilitation Center for the amount of \$25,000
 3. Approval of General Fund – Fund Balance Policy
 4. Approval Authorizing the Circuit Clerk to hire 1 Full-Time and 1 Part-Time positions
 5. Approval of a Grant Administration Position in the Health Department to be Paid from the American Rescue Plan Act Fund
 - C. Economic Development
 1. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Melissa Jean, Inc. for the amount of \$9,200
 2. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Oswego Brewing Company for the amount of \$25,000
 3. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Top Shelf Cleaning for the amount of \$25,000
 4. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Tap House Grill Oswego, LLC for the amount of \$25,000
 5. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with A Royal Paint for the amount of \$25,000
 6. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with 2320 Oswego Inc. DBA La Tan for the amount of \$25,000

7. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with The Wash House Inc. for the amount of \$25,000
8. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with RMT Properties LLC for the amount of \$25,000
9. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Rosati's of Yorkville LLC for the amount of \$25,000
10. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Chetak Inc. DBA TCBY for the amount of \$25,000
11. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Ginger and Soul for the amount of \$11,833
12. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Consultax Inc. for the amount of \$22,560
13. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Watson Visuals LLC for the amount of \$25,000
14. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Spirt Cheerleading All Stars Inc. for the amount of \$25,000
15. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Baker Dental for the amount of \$25,000
12. Special Committee Reports
13. Other Business
14. Chairman's Report
15. Public Comment
16. Questions from the Press
17. Executive Session
18. Adjournment

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

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
January 4, 2022**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Wednesday January 4, 2022 at 6:10 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Brian DeBolt, Judy Gilmour, Matt Kellogg, Dan Koukol and Robyn Vickers. Member(s) absent: Elizabeth Flowers, Scott Gengler and Ruben Rodriguez

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

THE AGENDA

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

CONSENT AGENDA

Member Cesich moved to approve the consent agenda of **A)** county board minutes from November 29, 2021 and December 7, 2021; **B)** standing committee minutes; **C)** claims in an amount not to exceed \$ 8,309,420.64 and \$1,605,635.19; **D)** Approval of Petition 21-38 a Request from the Kendall County Planning, Building and Zoning Committee for Text Amendments to the Kendall County Zoning Ordinance Pertaining to the Illinois Agricultural Experiences Act and Seasonal Festival Regulations; **E)** Approval of Petition 21-40 a Request from Robert J. Fisher for an Amendment to the Future Land Use Map in the Kendall County Land Resource Management Plan by Reclassifying the Property on the West Side of O'Brien Road Across from 16924 O'Brien Road (PIN: 09-29-400-005) from Agricultural to Rural Estate Residential (Max 0.45 DU/Acre); **F)** Approval of Petition 21-41 a Request from Robert J. Fisher for a Map Amendment Rezoning the Property on the West Side of O'Brien Road Across from 16924 O'Brien Road (PIN: 09-29-400-005) from A-1 Agricultural District to R-1 One Family Residential District; **G)** Approval of Intergovernmental Fiscal 2021 EMPG Grant Agreement; **H)** Resolution Fixing Voting Precincts in County of Kendall, State of Illinois; **I)** Regional Office of Education Quarterly Reports and Annual Report for FY21. Member Gilmour seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

C) COMBINED CLAIMS: ADMIN \$832.22; ANML CNTRL WRDN \$1,361.25; ASSMNT \$550.00; BRD OF RWV \$3,550.00; CIR CT CLK \$42,281.01; CIR CRT JDG \$18,140.36; COMB CRT SVS \$13,819.03; COMM ACTN SVS \$66,994.00; CORONR \$4,835.55; CORR \$15,804.67; CNTY ADMIN \$159,333.29; CNTY BRD \$42,814.80; CNTY CLK \$7,895.10; HIGHWAY \$112,984.79; TREASR \$3,267.41; EMA DIR \$37.80; EMA \$494.81; FCLT MGMT \$29,462.36; FRST PSRV DIR \$4,420,118.75; HLTH & HMN SRV \$321,204.99; JURY \$1,315.72; MERIT \$2,452.00; PBZ \$1,468.16; POSTG \$306.82; PRSD JDGE \$12,337.76; PROB SVS \$6,152.19; ROE \$6,282.42; SHRF \$57,211.28; ST ATTY \$3,967.64; TECH \$10,910.25; TREASR \$606.91; TREASR \$1,762,450.00; UTIL \$25,240.65; VET \$5,350.00; FP \$58,426.90; SHF \$33,640.50; SHF \$49,994.60; SHF \$19,524.65; CVL \$419,000.00; CVL \$567,000.00

COMBINED CLAIMS: ADMIN \$3,116.59; ANML CNTRL WRDN \$3,738.35; CAPTL \$11,957.49; CIR CT CLK \$30,943.38; CIR CRT JDG \$5,696.37; COMB CRT SVS \$186.00; CORONR \$128.37; CORR \$41,422.57; CNTY BRD \$726,260.62; CNTY CLK \$325.57; HIGHWAY \$543,721.73; TREASR \$4,788.51; ELECTION \$2,200.00; EMA \$102.78; FCLT MGMT \$9,802.77; GIS \$1,242.32; HLTH & HMN SRV \$108,138.79; JURY \$339.89; MERIT \$685.00; PBZ SNR \$2,412.39; PBZ \$414.93; PRSD JDGE \$1,048.97; PROB SVS \$736.98; ROE \$494.62; SHRF \$22,791.56; ST ATTY \$1,031.33; TECH \$37,368.51; TREASR \$766.00; UTIL \$5,196.30; VET \$1,463.00; FP \$9,790.98; SHF \$25,520.00; SHF \$1,407.52

- D) A complete copy of Ordinance 22-01 is available in the Office of the County Clerk.
- E) A complete copy of Resolution 22-01 is available in the Office of the County Clerk.
- F) A complete copy of Ordinance 22-02 is available in the Office of the County Clerk.
- H) A complete copy of Resolution 22-02 is available in the Office of the County Clerk.

STANDING COMMITTEE REPORTS

Planning Building and Zoning

Petition 21-51

Member Cesich moved to approve Petition 21-51 a Request from the Kendall County Planning, Building and Zoning Department to Amend the Citation and Notice to Appear Form on an As-Needed Basis. Member Vickers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Finance

County Audit Engagement

Member Cesich moved to approve the Kendall County FY21 Audit Engagement Letter. Member DeBolt seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Circuit Clerk Audit Engagement

Member Kellogg moved to approve the Kendall County – Circuit Clerk FY21 Audit Engagement Letter. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

CARES Grant Audit Engagement

Member Kellogg moved to approve the Kendall Area Transit FY21 CARES Grant Audit Engagement Letter. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Economic Development

Small Business Grant Program

Member Koukol moved to approve the Kendall County Small Business Grant Program Funded by the American Rescue Plan Act with a Maximum Grant of \$25,000 per Small Business and a Total not to exceed \$1,000,000. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Chairman's Report

Roger Bonuchi from the Emergency Management Agency reported the number of ICU beds available and COVID testing data.

QUESTIONS FROM THE PRESS

Ethan Kruger from WSPY asked about the grant process for applying for the Small Business Grant and about the precinct change resolution.

ADJOURNMENT

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

Approved and submitted this 6th day of January, 2022.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY, JANUARY 3, 2022**

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

Roll Call: Members Present: Dan Koukol, Matt Kellogg, Scott Gryder, Judy Gilmour, Brian DeBolt.

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

Others Present: Facilities Director Jim Smiley, Facilities Management Assistant Director/PM Dan Polvere, County Administrator Scott Koeppel.

Approve the December 6, 2021 Facilities Committee Meeting Minutes – Member Koukol made a motion to amend and approve the December 6, 2021 meeting minutes, second by Member Gilmour.

With all present members voting aye, the minutes were approved.

Approval of Agenda – Member Gilmour made a motion to approve the agenda. Member Gryder second the motion. **With all present members voting aye, the agenda was approved.**

Public Comment – None

Old Business/Projects

1. *County Seal on 111 W. Fox St. Facades* – Assistant Director Polvere informed the Committee received two (2) bids. Mr. Polvere is expecting one (1) more price from another company. Mr. Polvere will present the three (3) prices to the committee at the February meeting.

New Business/Projects

1. *Chair's Report: Nothing to report.*
2. *Public Safety Center MZU-5 VAV Conversion Utilizing US Communities Cooperative Contract # USC 15-JLP-023, Cooperative Quote #30-100006-21-001* – Director Smiley presented to the committee the need for the equipment replacement. Mr. Smiley also explained the contract is through Omnia, the national bid registry, which allows other public bodies to utilize. Mr. Smiley reminded the committee this is how the last two contracts were executed. Trane informed Jim that orders received past June 2022 will not be fulfilled until 2023. Motion to forward the contract to the full county board for approval by Member Kellogg, Second by Member Gryder. **All members present voting aye, Motion Carried.** **Roll Call: Dan Koukol - Yes, Matt Kellogg - Yes, Scott Gryder – Yes, Judy Gilmour - Yes, Brian DeBolt - Yes.**
3. *GIS Setup in Historic Courthouse* – Assistant Director Polvere informed the committee the first step in renovating of the voting office was to move GIS to the Historic Courthouse. Member Koukol requested informational signage informing the public of the move and the available days and hours. County Administrator Koeppel stated he will have Megan in GIS make the sign, post on the marquee and on the county's website. Member Gryder stated the county should also send the information out in a press release. **Project Complete.**

4. *Reconfiguration of former GIS for Recorder Office Functions* – Director Smiley informed the committee of the meeting between Director Smiley and County Clerk Gillette to review floor plan designs and space needs for the voter’s office remodel.
5. *Phantom 911 Calls on Metronet* – Director Smiley stated he is listed as the contact when any 911 call is made from any of the facilities. Mr. Smiley stated he has been getting phantom 911 calls and explained to the committee how he investigated how and why it was happening. A request has been made to Metronet to stop notifications for lines solely used in the KenCom 911 center.
6. *Start of 2022 Capital Projects* – Director Smiley informed the committee that he and Mr. Polvere met with the Sherriff’s Office command staff to discuss upcoming projects at the jail and courthouse. It was confirmed that KCFM is to help implement and get the projects completed along with the sheriff’s office staff.
7. *Annual Backflow Device Testing* – Director Smiley explained to the committee the need for these inspections. Mr. Smiley reported one repair was found to be needed.
8. *Technology Dept. Carpet Install* – Assistant Director Polvere informed the committee technology requested carpet to be installed. Mr. Polvere stated they were able to complete this quickly as the supplier had enough carpet leftover from another job, which Director Kinsey approved being used. **Project Complete.**
9. *AE RFQ Preparation* - County Administrator Koeppel informed the committee a copy was just received by Director Smiley. Once Mr. Koeppel reviews it, he will meet with Mr. Smiley to discuss it. Director Smiley stated more information brought to the next Facilities Meeting for approval.

Staffing/Training/Safety

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

Other Items of Business

- *CMMS Charts* – Reports were included in the packet for:
 - Reported versus Completed Work Orders, Reported by Building Current Month
 - Work Orders by Work Type Current month
- Chair DeBolt requested an update on the new pick-up truck purchase. Assistant Director Polvere informed the committee the hurdles of purchasing the truck in the current situation. The committee discussed options for obtaining a new vehicle. A suggestion was to purchase a new pick-up truck next year and purchase a new Kubota for the fox street campus. Assistant Director Polvere is to check on price and availability of a Kubota tractor for the next Facilities Committee meeting in February.
- Member Koukol requested an update on the coroner’s cooler. Director Smiley stated this project is in process.

- Member Gryder informed the committee that mulch has been dispersed onto the south parking area and requested to have the mulch brushed back up.

Executive Session – None

Public Comment – None

Questions from the Media – None

Adjournment – Chair DeBolt asked if there was a motion to adjourn. Member Gryder made a motion to adjourn the meeting. Second by Member Kellogg. **With all members present voting aye, the meeting adjourned at 4:44 p.m.**

Respectfully submitted,

Christina Wald
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, January 13, 2022

Call to Order – Committee Chair Matt Kellogg called the Budget and Finance Committee to order at 5:19p.m

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Brian DeBolt	Here		
Scott Gengler	Here		
Scott Gryder	Here		
Matt Kellogg	Yes		

Others Present – Latreese Caldwell, Jennifer Karales, Scott Koepfel

Approval of Agenda - Member Cesich made a motion to approve the agenda, second by Member DeBolt. **With five members present voting aye, the motion carried.**

Approval of Claims – Member DeBolt made a motion to forward the claims to the County Board for approval, second by Member Cesich. **With five members present voting aye, the motion carried.**

Items of Business

- *Approval of Credit Card for Kelly Prestegaard/Animal Control with a limit of \$5000* – Mr. Koepfel stated that the Director of Animal Control has always had a department credit card, and that this was simply to replace the one from the previous Director. Member Gryder made a motion to approve the item, second by Member Cesich. **With five members in agreement, the motion carried.**

- *Discussion and Approval of ARPA Non-Profit Grant Appeal* – Mr. Koepfel stated that the Oswego Chamber of Commerce failed to complete a completed Non-Profit Grant application stating she did not receive needed information from the county (via email) by the close of the Non-Profit Grant deadline. **The committee was in agreement that Admin staff should reach out to Angie Hibben and assist her in completing the application. Once completed, the application will go through the normal review process and then forwarded to the County Board for final approval.**

- *Review Senior Levy Process and Timeline* – Latreese Caldwell reviewed the timeline with the committee. **There was agreement by the committee that letters and applications to former applicants should be sent by the end of January, with an expected return date of March 4, 2022, a review by the committee of March 10, 2022, and Senior Levy Resolution to the County Board for approval as early as April 5, 2022.**

- *Discussion and Approval of IL Department of Revenue Reciprocal Tax Agreement – Latreese Caldwell explained the agreement, and stated that only eight people within the County will have access to the confidential data and information.*

Member Gengler made a motion to approve the agreement, second by Member DeBolt. **With five members present voting aye, the motion carried.**

Discussion and Approval of Kendall Area Transit Grant Audits – Latreese Caldwell stated that all FY21 transit audits were required to be completed by December 31, 2021, which included the Kendall Area Transit IL Downstate Operating Assistance (DOAP) Grant, Section 5311 Grant, and Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant.

Ms. Caldwell reviewed the audit summary, and the expenditures and revenues of each grant with the committee. Member DeBolt made a motion to forward to the County Board for approval, second by Member Cesich. **With five members present voting aye, the motion carried by a vote of 5-0.**

Public Comment – None

Questions from the Media – None

Action Items for County Board

- *Approval of Claims*
- *Approval of Credit Card for Kelly Prestegaard/Animal Control with a limit of \$5000*
- *Approval of IL Department of Revenue Reciprocal Tax Agreement*
- *Approval of Kendall Area Transit Grant Audits*
 - *IL Downstate Operating Assistance (DOAP) Grant*
 - *Section 5311 Grant*
 - *Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant*

Items for Committee of the Whole Meeting - None

Executive Session – None

Adjournment – Member Gengler made a motion to adjourn the Budget and Finance Committee meeting, Member Cesich seconded the motion. **With five members present voting aye, the meeting was adjourned at 4:17p.m. by a vote of 5-0.**

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Clerk

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Office Building

Rooms 209 and 210

111 W. Fox Street, Yorkville, Illinois

5:30 p.m.

Meeting Minutes of January 25, 2022 – Unofficial until Approved

CALL TO ORDER

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

ROLL CALL

Committee Members Present: Elizabeth Flowers, Scott Gengler (Chairman), Judy Gilmour (Vice-Chairwoman), Dan Koukol, and Robyn Vickers

Committee Members Absent: None

Also Present: Matt Asselmeier (Senior Planner) and Brian Holdiman (Code Official)

APPROVAL OF AGENDA

Member Koukol made a motion, seconded by Member Flowers, to approve the agenda as presented. With a voice vote of five (5) ayes, the motion carried.

APPROVAL OF MINUTES

Member Gilmour made a motion, seconded by Member Flowers, to approve the minutes of the January 10, 2022, meeting with a correction to show that Member Flowers was present. With a voice vote of five (5) ayes, the motion carried.

PUBLIC COMMENT

None

NEW BUSINESS

Discussion of Establishing Definitions of Landscaping Business and Excavating Business in the Zoning Ordinance; Committee Could Initiate Text Amendments Regarding These Terms

Mr. Asselmeier presented proposed definitions.

For preparing the proposed definition of landscaping business, Staff used the definition found in the North American Industrial Classification System as published by the United States Census Bureau. The proposed definition of landscaping business is as follows:

“LANDSCAPING BUSINESS. A business engaged in providing landscape care and maintenance services and/or installing trees, shrubs, plants, lawns, or gardens and businesses primarily engaged in providing these services along with the design of landscape plans and/or the construction and installation of walkways, retaining walls, decks, fences, ponds, and similar structures.”

When considering a definition of excavating businesses, the North American Industrial Classification System grouped excavating businesses with other site preparing contractors including dirt movers, trenching, and foundation drilling. Also, the terms “excavating business” and “excavator” do not appear in the Zoning Ordinance. Accordingly, Staff proposes the following definition of excavating business:

“EXCAVATING BUSINESS. A business engaged in site preparation activities including grading, earthmoving, and land clearing and businesses that rent equipment for such purposes. For the purposes of this Ordinance, an excavating business shall be considered a contractors’ office or shop.”

Contractor and Contractor Offices and Shops are conditional uses in the B-2 and B-3 Districts and permitted uses in the M-1 and M-2 Districts. In the B-2 and B-3 Districts, all work and storage must be inside buildings.

Member Koukol made a motion, seconded by Member Vickers, to initiate the text amendment. With a voice vote of five (5) ayes, the motion carried.

The proposal goes to ZPAC on March 1, 2022.

Discussion Regarding Establishing a Policy Requiring Applicants to the Planning, Building and Zoning Department to be Free of Debt to the County at the Time of Application Submittal

Mr. Asselmeier provided a background on the request. He noted that similar background checks were occurring for applicants applying for American Rescue Plan Act funds. He stated that more people would get flagged when they apply for a building related permit, like a swimming pool or deck permit, than a zoning related permit. The Department would have to work with Administration to create a procedure to work with other departments to see if an applicant had a debt and how that type of review would impact permitting approval or denial timelines.

Member Koukol asked how frequently this arose. Mr. Asselmeier did not know how frequently this issue arose because the Department does not check this information. Mr. Asselmeier noted that Brighter Daze was delinquent on property taxes and Chairman Gengler felt a discussion was necessary.

Member Gilmour asked what types of background checks occurred with the American Rescue Plan Act funds. Member Koukol responded that the checks involved the Clerk’s Office, Treasurer, and Planning, Building and Zoning.

Member Gilmour asked about other possible debts. Mr. Asselmeier responded court imposed fines.

Member Flowers asked about zoning related fines. Mr. Asselmeier responded if someone was current on a payment plan established by the court, those owed funds would arguably not be a debt.

Member Koukol expressed concerns if someone had a partner that walked away from a project with debt, that debt could slow down someone else’s project.

Chairman Gengler felt applicants should be in good standing with the County because votes on proposals could change if a Petitioner was in debt to the County. Member Vickers concurred with Chairman Gengler.

Mr. Asselmeier will work with Administration to see how the procedure was established for the American Rescue Plan Act funds and see if that procedure can be adapted for Planning, Building and Zoning Department related reviews. The success will depend on how frequently other departments update their various lists and how shareable those lists might be.

Member Koukol suggested having applicants sign an affidavit stating they were current with the County, issue a permit, and check on the status of debts before the occupancy permit was issued.

Member Flowers wanted to make sure the policy accounted for people in compliance with a payment plan.

Member Koukol requested that Mr. Asselmeier inform the Committee if he receives objections from other departments. Mr. Holdiman noted the impact of delay if the Department has to wait for information from other departments.

The matter will be tabled until the research is complete.

Discussion and Approval of a Policy Allowing the Public to Use the Computer System in the County Boardroom During Planning, Building and Zoning Related Meetings and Hearings

Mr. Asselmeier summarized the issue. If parties want to display information on the television, they email the information to Mr. Asselmeier.

Member Vickers expressed concerns about the addition of viruses to the network. Member Flowers echoed those concerns.

Chairman Gengler favored people sending Mr. Asselmeier presentations or exhibits for display. Member Koukol concurred.

Mr. Asselmeier said the Department would have to work with IT to create a policy. Member Gilmour suggested checking with IT.

Member Vickers questioned if the system could be separated where members of the public could display information on the screens without having access to the system.

Member Flowers suggested having Countywide policy and that the Admin/HR Committee should discuss the matter at their meeting on February 7, 2022. Member Flowers made a motion, seconded by Chairman Gengler to forward the subject to Admin/HR. With a voice vote of five (5) ayes, the motion carried.

Discussion of Hiring One Additional Code Enforcement Officer

Mr. Asselmeier provided background information on the subject. He noted that a meeting occurred with representatives of Seward Township and they were open to having an intergovernmental agreement whereby they would pay a portion of the costs of having an additional code enforcement officer. Discussion occurred regarding the hours that the person would work, their work station, would the County do patrols, and the impact on support staff.

Member Gilmour asked about the number of violations in Seward Township. Mr. Holdiman responded that several investigations were underway, but the time it takes to conduct investigations is problematic with the current staff limitations.

The Committee reviewed the Code Officials job description.

Member Koukol noted that the person in this position would not be liked by people being investigated; having an office outside the Planning, Building and Zoning Office might be a better solution.

Chairman Gengler suggested having a person that could step up when Mr. Holdiman retires.

Chairman Gengler also had concerns about having an intergovernmental agreement with Seward Township or other parties.

Mr. Holdiman explained the existing agreements with Plattville and Millbrook.

Member Flowers favored having other entities assist with paying for a new position.

Mr. Holdiman questioned if the Department would continue to be complaint based. If the Department was going to start patrolling, a full-time person would be necessary. He also favored additional hours of the existing part-time person, if office space was available.

Chairman Gengler expressed concerns about multiple offenders. Mr. Asselmeier noted that repeat offenders were not given warnings before citations are issued. Mr. Holdiman noted that he does give extension, if he believes the situation will be resolved.

Discussion occurred about making the secretary a full-time position. Mr. Holdiman said a full-time secretary would be necessary if the Department was actively pursuing investigations.

Mr. Holdiman mentioned hiring a person that could do code enforcement and assist with zoning cases.

Member Koukol favored a complaint based system.

The current part-time inspector works ten (10) hours per week.

The suggestion was made to look at the existing job descriptions for the code official and part-time code official and see how the intergovernmental agreement developed. There would also be budgetary concerns.

A township could enforce county zoning regulations. Discussion occurred regarding a township accessing the State's Attorney's Office to prosecute cases.

Discussion occurred regarding the existing intergovernmental agreement with Yorkville for building inspection issues.

The concern was not immediate, unless the Department was directed to conduct active enforcement.

Member Koukol suggested waiting to see what transpires with Seward Township.

Member Flowers made a motion, seconded by Member Koukol, to table the matter until the research was complete. With a voice vote of five (5) ayes, the motion carried.

OLD BUSINESS

Update on Special Use Permit Enforcement

Mr. Asselmeier provided an update.

1. Ordinance 2004-24-Special Use Permit for a Church at 748 Jones Road

Issue: Condition 3 requires an annexation agreement with Shorewood.
How Department Became Aware of Violation: Property is for sale.
Current Status: Troy Fire Protection District is going through the special use process.

2. Ordinance 2005-06-Special Use Permit for a Church West of 8250 Route 71
Issue: Condition 2 requires a pre-annexation agreement with Yorkville.
How Department Became Aware of Violation: Property is for sale.
Current Status: Closed; County Board approved revocation of a special use permit on January 18, 2022.
3. Ordinance 2005-37-Special Use Permit for a Landscaping Business at 5681 Whitewillow Road
Issue: Condition 6 requires a right-of-way dedication
How Department Became Aware of Violation: Property owner submitted a special use permit for a craft fair.
Current Status: The County Highway Engineer is working with the property owner to complete the necessary documents for the dedication. It will take approximately two (2) months to complete all of the application documents.
4. Ordinance 2006-19-Special Use Permit for a Church at 8 West Rickard Drive
Issue: Site to be developed in accordance with site plan, including a three foot (3') tall berm.
How Department Became Aware of Violation: Church wanted to construct a fence on the property
Current Status: A former Senior Planner approved a site plan without the berms in 2011. The Committee needs to discuss this matter.
5. Ordinance 2012-26-Special Use Permit for YPAC
Issue: Condition 6 requires paved parking lot by 2014 with 28 parking spaces
How Department Became Aware of Violation: YPAC approached County for financial assistance in 2018.
Current Status: The owners of YPAC applied for ARPA Funds from the County and were told that they need to submit a time line for paving the parking lot; PBZ letter was returned as unclaimed.

Mr. Asselmeier read a letter from YPAC requesting until April 2023 to complete the paving. They would like to get the parking lot paved in Summer 2022. Mr. Asselmeier was in favor of granting an extension until April 2023. Discussion occurred regarding YPAC's application for American Rescue Plan Act funds and the amount of time necessary to get asphalt. The consensus of the Committee was that YPAC should pave the parking lot by the end of 2022 and a citation will be issued if it is not paved.

In addition to the above, Staff became aware of the following violation:

1. Ordinance 2014-21-Special Use Permit for Peaceful Pathways Montessori School at 8250 Route 71
Issue: Condition 2 requires the gravel driveway to be paved with asphalt no later than May 15, 2017

How Department Became Aware of Violation: The Parcel ID number for the property was updated in 2021 and Staff discovered the condition.

Current Status: Request has been sent to the Petitioner's Attorney for a time line for paving the driveway; Petitioner has until February 18, 2022, to respond.

Regarding the special use permit for the church at 8 West Rickard Drive, the consensus of the Committee was not to pursue any action against the church based on the signed site plan.

Review and Approval of Policy Regarding Code Enforcement in Cases Where Parties Are Pursuing Compliance Through Legislative or Administrative Means (Examples Include Text Amendments, Map Amendments, Special Use Permits or Variance Applications)

Mr. Asselmeier summarized the request.

Since at least 2017, the Planning, Building and Zoning Department's understanding was that, in cases where parties were pursuing text amendments, map amendments, variances, special use permits, or other legislative or administrative approvals, the Department would not issue citations against these parties until a final legislative or administrative decision was made. The Department was aware that several months may be necessary in order reach final legislative or administrative decisions. The Department was also aware that courts historically layover such cases until final legislative or administrative decisions are made before rendering verdicts.

Since 2016, the following businesses and activities were allowed to operate while waiting for zoning approvals:

1. Delaney Gun Range at 16502 Church Road (Ceased After Special Use Permit was Withdrawn)
2. Jet's Towing at 790 Eldmain Road
3. Billboard at 34 and Hafenrichter (Special Use Permit Not Renewed Between 2004 and 2017)
4. 15331 Burr Oak Road (Special Use Permit Not Renewed Prior to 2018)
5. TZ Landscaping at 276 Route 52
6. Temporary Use Permit Renewal at 9211 Route 126
7. Pipe Strong at 17854 N. Wabena Road
8. Driveway in the Setback at 9261 Kennedy
9. Cox Landscaping at 9000 Route 34
10. Trucking Business at 3485 Route 126
11. Fence at 68 Saugatuck (Lowered after ZBA Denial)
12. Craft Fair at 5681 Whitewillow Road
13. Brighter Daze at 10978 Crimmin Road

A proposed policy outlining enforcement actions and warning periods was provided with an update exempting applications for major amendments to existing special use permits from the condition allowing businesses to continue operations.

Member Vickers made a motion, seconded by Member Gilmour, to approve the policy with the exemption related to amendments to special use permits. With a voice vote of five (5) ayes, the motion carried.

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

None

ADJOURNMENT

Member Flowers made a motion, seconded by Member Koukol, to adjourn. With a voice vote of five (5) ayes, the motion carried.

Chairman Gengler adjourned the meeting at 6:52 p.m.

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

Encs.

COUNTY OF KENDALL, ILLINOIS
SPECIAL ECONOMIC DEVELOPMENT COMMITTEE
Meeting Minutes for Thursday, January 13, 2022

Call to Order

The meeting was called to order by Committee Chair Dan Koukol at 4:58p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Scott Gryder	Present		
Matt Kellogg	Yes		
Dan Koukol	Here		
Robyn Vickers	Here		

Others Present: Latreese Caldwell, Deputy County Administrator, Jennifer Karales, Financial Analyst, County Administrator Scott Koepfel

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

Approval of November 19, 2021 Meeting Minutes – Member Gryder made a motion to approve the November 19, 2021 meeting minutes, second by Member Vickers. **With five members present voting aye, the motion carried by a vote of 5-0.**

Committee Business

Review of American Rescue Plan Act Small Business Grant Program Applications– Mr. Koepfel reported that since the launch of the Small Business grant program portal on January 5, 2022, the Admin Department has received 211 grants applications. Mr. Koepfel reported that staff member Jennifer Karales has processed 44 applications thus far, and has sent those to the State’s Attorney’s Office for legal review. The first 9 applications are ready to be presented to the County Board on January 18, 2022 for final approval. Mr. Koepfel stated that the first 44 application requests total over one million dollars.

Member Koukol briefed the committee on the Small Business Grant Workshop held on Monday, January 10th from 1:00p.m. – 4:00p.m.

Member Koukol made a motion to forward the first nine applications to the County Board for approval, second by Member Cesich. **With five members voting aye, the motion passed.**

Discussion on the number of applications already received, the ARPA funds available, how the funds can be utilized by the County, and how funds can be distributed to those in need in the Community.

Mr. Koeppel asked if the Committee would like to have an agenda item on the County Board agenda to add the second million dollars designated to the Small Business Grant Program made available now. **There was unanimous consensus to add this item to the County Board agenda for Tuesday, January 18, 2022.**

Mr. Koeppel explained that there are several applicants that are on hold because of issues with other county offices, Mr. Koeppel asked if we hold their spot/funds until the issues are resolved, or put them at the bottom of the list. **There was consensus by the committee to give the applicant five days for compliance/resolution, and if not they will be removed from the qualified applicant list.**

There was consensus by the committee to post a statement on the website and portal that the full amount of funds have been distributed, and to close this portal and create a wait list for those interested if additional funds become available for this category.

Chairs Report – No report

Public Comment – None

Executive Session – Not needed

Adjournment - Member Gryder made a motion to adjourn, second by Member Koukol.

There being no objection, the Special Economic Development Committee meeting was adjourned at 5:16p.m. **With five members present voting aye, the motion carried by a vote of 5-0.**

Respectfully submitted,

Valarie McClain Administrative Assistant and
Recording Secretary



KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.co.kendall.il.us/sheriff



INTEROFFICE MEMORANDUM

To: Sheriff Baird
From: Chief Deputy Peters
Date: 1/14/2022
Re: Kane County Inmate Housing IGA Extension
Copies: As Needed

Sheriff,

I have received the Third Extension of and First Amendment to the 2016 Intergovernmental Agreement between Kendall County, Illinois and Kane County, Illinois for the Housing of Detainees from Kane County. I am requesting that we enter into this mutually beneficial agreement. I have attached the Third Extension for your consideration and the Second Extension and the Agreement for reference.

Sincerely,

A handwritten signature in black ink, appearing to read "mjp6".

Chief Deputy Michael Peters
Kendall County Sheriff's Office

**THIRD EXTENSION OF AND FIRST AMENDMENT TO THE
2016 INTERGOVERNMENTAL AGREEMENT BETWEEN
KENDALL COUNTY, ILLINOIS AND KANE COUNTY, ILLINOIS
FOR THE HOUSING OF DETAINEES**

This Extension and First Amendment ("Extension & Amendment") modifies the Intergovernmental Agreement effective June 24, 2016 (the "Agreement" or "IGA"), attached hereto as Exhibit "A," by and between the County of Kane, on behalf of the Sheriff of Kane County (collectively referred to as "Kane County") and the County of Kendall, on behalf of the Sheriff of Kendall County (collectively referred to as "Kendall County"), (collectively, the "Parties"). This Extension & Amendment shall be effective until June 27, 2022.

WHEREAS, the Parties desire to exercise the One-Year Extension Option set forth under Section 13 of the IGA; and

WHEREAS, the Parties desire to modify Section 7 of the IGA for purposes of more adequately reflecting the current cost of housing inmates; and

WHEREAS, the Parties desire to modify Section 14 of the IGA to remove an inconsistency between Section 13 and Section 14 regarding the proper procedure for extending or renewing the IGA.

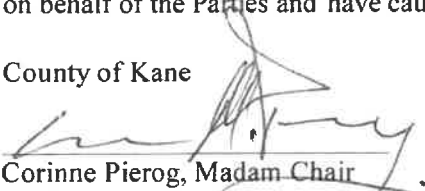
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, the Parties mutually agree to the following:

- I. **EXTENSION.** The Parties agree to exercise the right to extend this agreement in accordance with Section 13 of the IGA. The IGA is therefore extended for one additional year. The term of the extension will be from June 26, 2021 to June 27, 2022 ("Extended Term").
- II. **AMENDMENTS.** The Parties agree to the below amendments:
 - a. The following paragraph shall be added to the bottom of Section 7: "For the duration of the one-year extension term, set forth in paragraph 13, the compensation to KENDALL COUNTY shall remain at Seventy (\$70.00) dollars per day, per prisoner. Payments shall in all other ways comply with this Section."
 - b. Section 14 shall be modified as follows: "This Agreement shall become effective upon the date of acceptance by all parties hereto. This Agreement may be amended with written consent of all parties."


Except as set forth in this Extension & Amendment, the IGA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Extension & Amendment and the Agreement or any earlier amendment, the terms of this Extension & Amendment will prevail.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the Parties and have caused this Extension & Amendment to be executed.

County of Kane



Corinne Pierog, Madam Chair

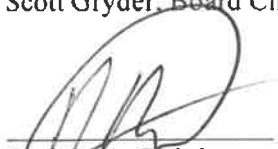


Ron Hain
Kane County Sheriff

County of Kendall



Scott Gryder, Board Chairman



Dwight A. Baird
Kendall County Sheriff

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 21 - 168

**AUTHORIZING AN EXTENSION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN
KENDALL COUNTY, ILLINOIS AND KANE COUNTY, ILLINOIS FOR THE HOUSING OF
DETAINEES**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power of function in any manor nor prohibited by law or by ordinance and may use their credit, revenues and other resources to pay cost related to intergovernmental activities; and

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

WHEREAS, Kane County desires to authorize a Second Extension and a Second Amendment, which modifies the Intergovernmental Agreement with Kendall County wherein Kendall County agrees for the housing of prisoners if the necessity arises and Kendall County has available spacing with a per diem charge of Seventy Dollars (\$70.00) per day per prisoner (a copy of which is on file with the County Clerk's Office); and

WHEREAS, the Intergovernmental Agreement effective June 24, 2016 (the "Agreement" or "IGA"), attached hereto as Exhibit "A," and as previously modified by the Extension and First Amendment effective June 25, 2019, attached hereto as "Exhibit B," by and between the County of Kane, on behalf of the Sheriff of Kane County (collectively referred to as "Kane County") and the County of Kendall, on behalf of the Sheriff of Kendall County (collectively referred to as "Kendall County"), (collectively, the "Parties"). This Second Extension & Second Amendment shall be effective June 26, 2020; and

WHEREAS, Section 13 of the IGA allowed the Parties to exercise an option for a one-year extension of the IGA; and

WHEREAS, by executing the Extension and First Amendment, the Parties exercised that one-year extension option effective June 25, 2019; and

WHEREAS, the Parties now desire to extend the IGA for an additional one-year term effective June 26, 2020; and

WHEREAS, because Section 13 of the IGA allows for only one one-year extension, and said extension was previously exercised, the IGA must be modified in order to allow for multiple one-year extensions.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, the Parties mutually agree to the following:

I. **AMENDMENTS.** The Parties agree to the below amendments:

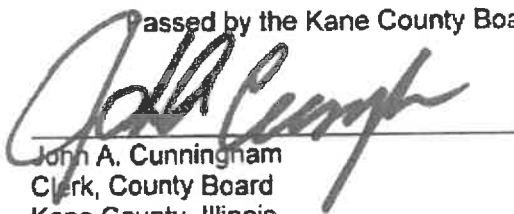
- a. Section 13 shall be modified as follows: "The initial term(s) of this Agreement shall be for a period of Thirty-six (36) months and may be extended for successive One (1) year term(s) if mutually agreed to in writing and signed by both parties."
- b. The paragraph added to Section 7 by the Extension and First Amendment shall be modified as follows: "For the duration of any one-year extension terms, as set forth in paragraph 13, the compensation to KENDALL COUNTY shall be increased from Sixty (\$60.00) dollars to Seventy (\$70.00) dollars per day, per prisoner. Payments shall in all other ways comply with this Section."

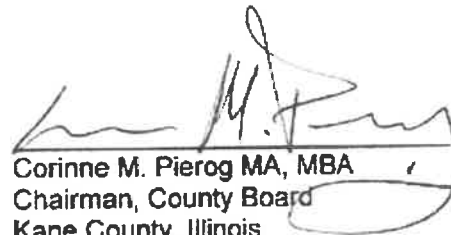
II. **EXTENSION.** The Parties agree to exercise the right to extend this agreement in accordance with Section 13 of the IGA, as amended. The IGA is therefore extended for one additional year. The term of the extension will be from June 26, 2020 to June 25, 2021 ("Extended Term").

Except as set forth in this Second Extension & Second Amendment, the IGA, as previously amended, is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Second Extension & Second Amendment and the IGA or any earlier amendment, the terms of this Second Extension & Second Amendment will prevail.

WHEREAS, NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to enter into an agreement with the County of Kendall.

Passed by the Kane County Board on March 9, 2021.


John A. Cunningham
Clerk, County Board
Kane County, Illinois


Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

21-03 AJC IGAKendallCo

EXH. A to
#21-168

**INTERGOVERNMENTAL HOUSING AGREEMENT
BETWEEN KANE COUNTY AND KENDALL COUNTY
FOR THE HOUSING OF PRISONERS**

This Agreement is made and entered into this *24* day of, *June*, 2016, by and between the COUNTY OF KENDALL, a body politic and corporate, hereinafter referred to as "KENDALL COUNTY" and the Sheriff of Kendall County, and the COUNTY OF KANE, a body politic and corporate, hereinafter referred to as KANE COUNTY, and the Sheriff of Kane County, pursuant to authority granted by the Illinois Constitution (1970), Article VII, Section 10; 5 ILCS 220/1 et seq. (Intergovernmental Cooperation Act), and the provision of 730 ILCS 125/9 (County Jail Act).

WHEREAS, when space at the Kane County Adult Justice Center is insufficient and KANE COUNTY has a need for additional housing for prisoners committed to the care and custody of the Sheriff of Kane County; or

WHEREAS, Kane County finds the necessity to house prisoners outside the confines of the Kane County Adult Justice Center; and

WHEREAS, when KENDALL COUNTY has available space for housing those prisoners committed to the care and custody of the Sheriff of Kane County; and

WHEREAS, KANE COUNTY, is desirous of utilizing the available housing which KENDALL COUNTY can provide; and

WHEREAS, KANE COUNTY and KENDALL COUNTY agree that it is in their best interest to enter into a contract to obtain and provide the available housing,

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties do hereby agree and covenant as follows:

1. The foregoing recitals are incorporated herein as provision hereof.

2. HOUSING

The Sheriff of Kendall County agrees to provide housing for KANE COUNTY prisoners as hereinafter provided. It is expressly agreed by and between the parties hereto that KANE COUNTY shall send and the Sheriff of Kendall County shall accept, subject to space availability, prisoners to be housed in the Kendall County Jail. It is further agreed by and between the parties hereto that the Sheriff of Kendall County shall make available to KANE COUNTY as many available cells as can be conveniently provided, subject to the needs of Kendall County and the Kendall County Sheriff.

3. CLASSIFICATION OF INMATES

KANE COUNTY agrees that the prisoners to be housed by the Sheriff of Kendall County will be limited to the following classified offenders:

- a) Prisoners currently serving sentences imposed for commission of a misdemeanor who are within one year of release.
- b) Prisoners currently serving sentences imposed for commission of felony offenses who, as a condition of probation, are required to be incarcerated for a period of six months or less.
- c) Prisoners who are of pre-trial and pre-sentence classification as chosen by KANE COUNTY staff.

The Sheriff of Kendall County agrees to accept and securely keep all such prisoners delivered to him under the terms of this Agreement.

It is further expressly agreed by and between the parties hereto that the Sheriff of Kendall shall not be obligated to accept KANE COUNTY prisoners who exhibit or have exhibited any manifest physical or mental health problems or incorrigible behavior. The Sheriff of Kendall County may contact the Sheriff of Kane County or his designee to return forthwith to the KANE COUNTY Adult Justice Center any previously accepted prisoner who consistently violated the rules and regulations of Kendall County Correctional Facility or who constitutes a continuing disciplinary problem and interrupts the orderly administration of the KENDALL COUNTY facility.

4. LOCATION OF HOUSING

KENDALL COUNTY and KANE COUNTY further agree that all housing to be made available by KENDALL COUNTY will be at the facility located at 1102 Cornell Lane, Yorkville, Illinois, County of Kendall, and no other KENDALL COUNTY facility will be utilized pursuant to this Agreement.

5. POLICY AND SCOPE OF SERVICES

The Sheriff of Kendall County agrees to comply with the requirements of the Unified Code of Corrections, the County Jail Act, and all other applicable laws regarding adequate care, food, bedding, clothing, inspection, supervision, mail privileges, personal hygiene and facilities, haircuts, recreation, commissary, laundry, religious ministrations, and access to a television or a radio system.

KANE COUNTY and KENDALL COUNTY further agree as follows:

- a) **Commissary:** The Sheriff of Kendall County shall maintain a Commissary account for each KANE COUNTY prisoner with the purpose of permitting purchases as permitted by the rules and regulations of Kendall County Sheriff's Department.
- b) **Clothing:** KENDALL COUNTY shall provide appropriate jail uniforms for each KANE COUNTY prisoner accepted under this Agreement by the Sheriff of Kendall County.
- c) **Inmate Funds:** The Sheriff of Kendall County agrees to hold private monies of KANE COUNTY prisoners while they are in the KENDALL COUNTY jail. If a prisoner is released, a check may be issued for any remaining commissary funds and given to the Kane County Transport Deputy to be returned back to Kane County or, Kane County may request by email any remaining commissary funds to be mailed to Kane County. If a prisoner is transferred to another detention or correctional facility, he or she may request in writing that the funds be sent to the new facility; the prisoner must supply the name and address of the facility and a proper inmate identification number.
- d) **Non Discrimination:** The Sheriff of Kendall County agrees that no KANE COUNTY prisoner confined in KENDALL COUNTY facility under the terms of this contract shall on the grounds of age, gender, race, color, religion or national origin be subjected to discrimination in any manner relating to their confinement.

6. **TRANSPORTATION AND REMOVAL OF PRISONERS**

KANE COUNTY, at its expense, shall deliver any and all prisoners to the KENDALL COUNTY institution, together with a duly authenticated copy of commitment, mittimus, and any other papers or documents authorizing detention.

KANE COUNTY will provide a summary of the personal history, behavior and health records of each prisoner to the Sheriff of Kendall County for each prisoner to be incarcerated in the Kendall County jail, which shall precede or accompany each prisoner and shall be returned to the Sheriff of Kane County upon the release of said prisoner. However, copies of all such records will be made and will remain the property of the Sheriff of Kendall County.

It is further expressly agreed by and between the parties hereto that KANE COUNTY prisoners held in KENDALL COUNTY pursuant to this Agreement may not be removed by any person or persons without an order or writ from a court or competent jurisdiction or permission from the Sheriff of Kane County, or his designee, except for emergency medical treatment.

It is further expressly agreed by and between the parties hereto that any KANE COUNTY prisoner in the Kendall County jail who is subject to discharge by due course of law shall be returned to the custody of the Sheriff of Kane County on

the day prior, or as soon as possible, to that date set for discharge and the transportation of said prisoner shall be the sole responsibility of KANE COUNTY.

The Sheriff of Kendall County shall, at no additional expense to Kane County, comply with all writs and other valid process, including the transportation of inmates within Kendall County. Provided, however, that if a writ is issued for appearance in a Kane County Court, or any jurisdiction outside of Kendall County, the Kane County Sheriff shall provide all transport therefore.

7. PAYMENT

As consideration for the foregoing KANE COUNTY agrees to provide compensation to KENDALL COUNTY in the amount of Sixty (\$60.00) dollars per day, per prisoner, and payment of each such sum in total shall be made monthly by KANE COUNTY as hereinafter specified, and failure of KANE COUNTY to so remit payment within a reasonable time as set forth below shall constitute breach of this Agreement and will constitute cause for termination. The Sixty (\$60.00) dollars per day fee shall be paid by KANE COUNTY even if an inmate is in the KENDALL COUNTY facility for only a portion of a day. As such, for the purpose of this agreement, an inmate held by KENDALL COUNTY at its facility shall be considered held for a whole day if the inmate is held for less than twelve (12) hours.

All billing records, evidence of services performed as may be required by KANE COUNTY shall be supplied by KENDALL COUNTY. The Sheriff of Kendall County shall submit monthly invoices to KANE COUNTY citing the number of utilized beds at sixty (\$60.00) dollars per day. Invoices if sent by mail will be sent to the Kane County Sheriff's Office, 37W755 IL Route 38, Suite A, St. Charles, IL 60175. Otherwise, such invoices may be sent via email to the Kane County Sheriff or his designee. Invoices are to be paid to the Sheriff of Kendall County within a reasonable time after their receipt, but in no case shall the time exceed 60 days from the date the invoice is dated and sent.

8. MEDICAL CARE

KENDALL COUNTY shall provide all reasonable and necessary medical, dental and psychological care to KANE COUNTY prisoners confined in the KENDALL COUNTY jail under this agreement while such prisoners are residents of the KENDALL COUNTY facility. Reasonable and necessary care is that which is required by applicable law. In any event, KENDALL COUNTY shall provide such in-house medical, optical, dental, medical prescription care and psychological services provided to other inmates confined in the KENDALL COUNTY jail. It is expressly agreed by and between the parties hereto that hospitalization, non-routine medical and dental care, including prescriptions, or any such KANE COUNTY prisoner care, where such hospitalization, non-

routine medical and dental care, including prescriptions, is authorized and mandated by any physician in the employ of, or under contract to the COUNTY OF KENDALL will be the financial responsibility of KANE COUNTY, for said prisoner or prisoners. In consideration therefore, KANE COUNTY shall pay to KENDALL COUNTY the costs of medical care and attention for said prisoners, if such medical care is not billed directly by the medical provider to KANE COUNTY. At the time of admission or as soon thereafter as possible, the Kendall County Sheriff shall notify Kane County Sheriff, of the fact and the name of such hospitalization. If a KANE COUNTY prisoner is admitted for in-patient services, the Kane County Sheriff will provide the guards during the time of such in-patient care.

9. MERITORIOUS GOOD TIME

It is expressly agreed by and between the parties hereto, that all good time to be awarded to any prisoner of KANE COUNTY housed in the KENDALL COUNTY facility will be awarded by the original incarcerating authority, pursuant to the County Jail Good Behavior Allowance Act, 730 ILCS 130/1 et seq., and all sentence computations for KANE COUNTY prisoners serving sentences and confined in the KENDALL COUNTY jail will be prepared by the Sheriff of Kane County.

10. DOCUMENTATION AND ESCAPE OF PRISONER

The Sheriff of Kendall County agrees to document fully and to prepare an incident report on KENDALL COUNTY's customary forms regarding unusual or notable occurrences involving KANE COUNTY prisoners including but not limited to: the use of force by an employee of Kendall County upon a Kane County prisoner, loss of property, fire, prisoner misconduct, escape or attempted escape, criminal activity, death or suicide attempt. These reports will be forwarded immediately to the Sheriff of KANE COUNTY or his designee. KANE COUNTY acknowledges and understands that they will only receive reports regarding KANE COUNTY prisoners that would be prepared in the normal course of business.

In the case of the escape or attempted escape of a KANE COUNTY prisoner confined in the KENDALL COUNTY facility, the Sheriff of Kendall County shall notify the Sheriff of Kane County promptly and use all reasonable means to recapture the prisoner. The escape of a KANE COUNTY prisoner must be reported immediately by telephone to the Sheriff of Kane County. The date of such escape and the return to custody must be reported in writing to the Sheriff of Kane County within forty-eight (48) hours.

11. RULES AND REGULATIONS

It is agreed by and between the parties hereto that KANE COUNTY prisoners transferred under this Agreement are subject to the rules and regulations of the KENDALL COUNTY jail and the privileges or restrictions attaching thereto, and

are subject to no other rules and regulations or the granting of any privileges attaching to the KANE COUNTY Jail.

12. INDEMNIFICATION

KENDALL COUNTY shall indemnify, defend, and hold harmless KANE COUNTY and its agents, officers, and employees against any and all liabilities, claims, demands or suits in regard to claims of any intentional tort or for any claim that is based upon willful or wanton conduct only, which arises out of practice, policy, rule, regulation, act or omission of KENDALL COUNTY, or the Kendall County Sheriff, or any officers, agents, employees, or servants or either, relating to the custody, care, supervision, transport of any KANE COUNTY prisoner in the custody of the KENDALL COUNTY Sheriff or relating to the maintenance of their property or premises.

KANE COUNTY shall be responsible for and shall indemnify, defend and hold harmless KENDALL COUNTY, the Sheriff of Kendall County, and their agents, officers and employees from any and all liabilities, claims, demands, or suits brought by any prisoner of KANE COUNTY housed pursuant to this Agreement arising out of any act or omission of KANE COUNTY, the Sheriff of Kane County, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any KANE COUNTY prisoner while in the custody of the KANE COUNTY Sheriff.

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

KENDALL COUNTY agrees that it shall maintain liability insurance of one (1) million dollars per occurrence and three (3) million dollars in aggregate with an excess umbrella of nine (9) million dollars. Certificates of such insurance detailing the coverage therein shall be available to the County of Kane upon execution of this Agreement.

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

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

13. TERM

The initial terms of this Agreement shall be for a period of Thirty-six (36) months and may be extended for an additional One (1) year term, if mutually agreed to in writing and signed by both parties.

14. AMENDMENT, MODIFICATION AND RENEWAL

This Agreement shall become effective upon the date of acceptance by all parties hereto. This Agreement may be amended with written consent of all parties hereto and, provided a need continue to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one year for each renewal.

15. APPLICABLE LAW

This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be Kane County, Sixteenth Judicial Circuit, State of Illinois.

16. FINAL AGREEMENT OF PARTIES

This writing constitutes the final expression of the Agreement of the parties. It is intended as a complete and exclusive statement of the terms of this Agreement, and it supersedes all prior and concurrent promises, representation, negotiations, discussions and Agreements that may have been made in connection with the subject matter hereof. No modification or termination of this Agreement shall be binding upon the parties hereto unless the same be in writing and appropriately executed with thirty (30) days written notice of termination.

17. NOTICES

All Notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page hereof or to such other address as the parties may designate in writing from time to time. And in the case of notice to Kendall County, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, and Attention: Eric Weis

18. AUTHORIZATION

KANE COUNTY and KENDALL COUNTY represent that all necessary acts have been taken to authorize and approve this argument in accordance with applicable law and this Agreement, when executed by the parties hereto, shall constitute a binding obligation of KANE COUNTY and KENDALL COUNTY, legally and enforceable at law and equity against both.

19. SEVERABILITY CLAUSE

If any provision of this Agreement is held to be invalid, that provision shall be stricken from this Agreement and the remaining provisions shall continue in full force and effect to the fullest extent possible.

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

COUNTY OF KANE

By Chris Lauzen
Christopher J. Lauzen
Kane County Board Chairman

Date 2-5-18-16

By Donald E. Kramer
Donald E. Kramer
Kane County Sheriff

Date 04/18/2016

COUNTY OF KENDALL

By John Shaw
John Shaw
Kendall County Board Chairman
11 West Fox Street Yorkville,
Illinois 60560

Date 6/24/16

By Dwight A. Beard
Dwight A. Beard
Kendall County Sheriff
Kendall County Sheriffs Office 1102 Cornell Lane
Yorkville, Illinois 60560

Date 6/24/16

part of
Exh. A

STATE OF ILLINOIS
COUNTY OF KANE

RESOLUTION NO. 16-143

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH KENDALL COUNTY FOR THE HOUSING OF PRISONERS

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power of function in any manor nor prohibited by law or by ordinance and may use their credit, revenues and other resources to pay cost related to intergovernmental activities; and

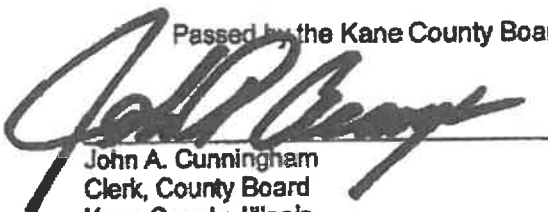
WHEREAS, the intergovernmental cooperation Act, 5 ILCS 220/1 et seq. provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service provided that the unit of government contracting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


WHEREAS, Kane County desires to enter into an intergovernmental agreement with Kendall County wherein Kendall County agrees to the housing of prisoners if the necessity arises and Kendall County has available spacing with a per diem charge of Sixty Dollars (\$60.00) per day per prisoner (a copy of which is on file with the County Clerk's Office); and

WHEREAS, the intergovernmental agreement with Kendall County commences upon the date of approval and acceptance by all parties hereto and will continue for a period of three (3) years from the date. The agreement may be extended for an additional one (1) year term if mutually agreed to in writing and signed by both parties.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to enter into an agreement with the County of Kendall.

Passed by the Kane County Board on May 10, 2016.


John A. Cunningham
Clerk, County Board
Kane County, Illinois


Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

16-05 AJC IGAKendallCo

Exh. B

16Am 19-24

**EXTENSION OF AND FIRST AMENDMENT TO THE 2016
INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL
COUNTY, ILLINOIS AND KANE COUNTY, ILLINOIS FOR THE
HOUSING OF DETAINEES**

This Extension and First Amendment ("Extension & Amendment") modifies the Intergovernmental Agreement effective June 24, 2016 (the "Agreement" or "IGA"), attached hereto as Exhibit "A," by and between the County of Kane, on behalf of the Sheriff of Kane County (collectively referred to as "Kane County") and the County of Kendall, on behalf of the Sheriff of Kendall County (collectively referred to as "Kendall County"), (collectively, the "Parties"). This Extension & Amendment shall be effective June 25, 2019.

WHEREAS, the Parties desire to exercise the One-Year Extension Option set forth under Section 13 of the IGA; and

WHEREAS, the Parties desire to modify Section 7 of the IGA for purposes of more adequately reflecting the current cost of housing inmates; and

WHEREAS, the Parties desire to modify Section 14 of the IGA to remove an inconsistency between Section 13 and Section 14 regarding the proper procedure for extending or renewing the IGA.

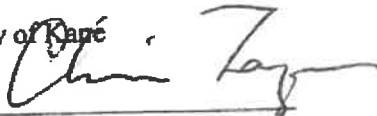
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, the Parties mutually agree to the following:

- I. **EXTENSION.** The Parties agree to exercise the right to extend this agreement in accordance with Section 13 of the IGA. The IGA is therefore extended for one additional year. The term of the extension will be from June 25, 2019 to June 25, 2020 ("Extended Term").
- II. **AMENDMENTS.** The Parties agree to the below amendments:
 - a. The following paragraph shall be added to the bottom of Section 7: "For the duration of the one-year extension term, set forth in paragraph 13, the compensation to KENDALL COUNTY shall be increased from Sixty (\$60.00) dollars to Seventy (\$70.00) dollars per day, per prisoner. Payments shall in all other ways comply with this Section."
 - b. Section 14 shall be modified as follows: "This Agreement shall become effective upon the date of acceptance by all parties hereto. This Agreement may be amended with written consent of all parties hereto ~~and, provided a need continue to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one year for each renewal.~~

Except as set forth in this Extension & Amendment, the IGA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Extension & Amendment and the Agreement or any earlier amendment, the terms of this Extension & Amendment will prevail.

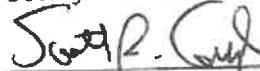
IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the Parties and have caused this Extension & Amendment to be executed.

County of Kane



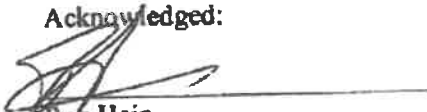
Christopher J. Lauzen, Chairman

County of Kendall



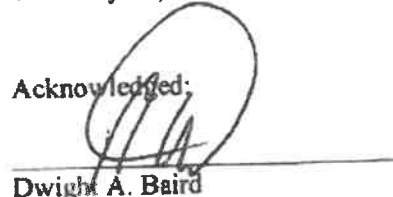
Scott Gryder, Board Chairman

Acknowledged:



Ron Hain
Kane County Sheriff

Acknowledged:



Dwight A. Baird
Kendall County Sheriff

Attach to # 21-168

HAM 20-53

**SECOND EXTENSION OF AND SECOND AMENDMENT TO THE
2016 INTERGOVERNMENTAL AGREEMENT BETWEEN
KENDALL COUNTY, ILLINOIS, AND KANE COUNTY,
ILLINOIS, FOR THE HOUSING OF DETAINEES**

This Second Extension & Second Amendment modifies the Intergovernmental Agreement effective June 24, 2016 (the "Agreement" or "IGA"), attached hereto as Exhibit "A," and as previously modified by the Extension and First Amendment effective June 25, 2019, attached hereto as "Exhibit B," by and between the County of Kane, on behalf of the Sheriff of Kane County (collectively referred to as "Kane County") and the County of Kendall, on behalf of the Sheriff of Kendall County (collectively referred to as "Kendall County"), (collectively, the "Parties"). This Second Extension & Second Amendment shall be effective June 26, 2020.

WHEREAS, Section 13 of the IGA allowed the Parties to exercise an option for a one-year extension of the IGA; and

WHEREAS, by executing the Extension and First Amendment, the Parties exercised that one-year extension option effective June 25, 2019; and

WHEREAS, the Parties now desire to extend the IGA for an additional one-year term effective June 26, 2020; and

WHEREAS, because Section 13 of the IGA allows for only one one-year extension, and said extension was previously exercised, the IGA must be modified in order to allow for multiple one-year extensions.


NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, the Parties mutually agree to the following:

- I. **AMENDMENTS.** The Parties agree to the below amendments:
 - a. Section 13 shall be modified as follows: "The initial terms of this Agreement shall be for a period of Thirty-six (36) months and may be extended for successive One (1) year terms, if mutually agreed to in writing and signed by both parties."
 - b. The paragraph added to Section 7 by the Extension and First Amendment shall be modified as follows: "For the duration of any one-year extension terms, as set forth in paragraph 13, the compensation to KENDALL COUNTY shall be increased from Sixty (\$60.00) dollars to Seventy (\$70.00) dollars per day, per prisoner. Payments shall in all other ways comply with this Section."
- II. **EXTENSION.** The Parties agree to exercise the right to extend this agreement in accordance with Section 13 of the IGA, as amended. The IGA is therefore extended for one additional year. The term of the extension will be from June 26, 2020 to June 25, 2021 ("Extended Term").

Except as set forth in this Second Extension & Second Amendment, the IGA, as previously amended, is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Second Extension & Second Amendment and the IGA or any earlier amendment, the terms of this Second Extension & Second Amendment will prevail.

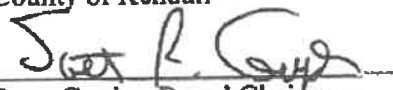
IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the Parties and have caused this Second Extension & Second Amendment to be executed.

County of Kane



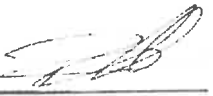
Corinne Pierog, Madam Chair

County of Kendall



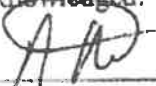
Scott Gryder, Board Chairman

Acknowledged:



Ron Hain
Kane County Sheriff

Acknowledged:



Dwight A. Baird
Kendall County Sheriff



KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.co.kendall.il.us/sheriff



Kendall County Sheriff's Office Year-End Report December -1, 2020 - November 30, 2021

<u>OPERATIONS DIVISION</u>	Total	Average
Calls for Service	8,558	713
Police Reports	3,750	313
Total Arrests	526	44
Traffic Contacts	2,771	231
Traffic Citations Issued	1,070	89
DUI Arrests	58	5
Total Crash Investigations	610	51
Total Miles Driven by Sheriff's Office	583,472	48,623

<u>RECORDS DIVISION</u>	Total	Average
Sales Conducted	45	4
Papers Served/Executed	1,504	125
SA, Subpoena & FOIA Requests	2,095	175
Total Warrants Served	1,106	92
Evictions Conducted	12	1
Civil Process Fees	\$52,264	\$4,355
Sheriff Sales Fees	\$23,100	\$1,925
Records Fees/Fingerprinting	\$2,583	\$215
Bond Processing Fees	\$18,327	\$1,527

<u>CORRECTIONS DIVISION</u>	Total	Average
New Intake Bookings	1,919	160
Federal Inmate ADP		63
Kendall County Inmate ADP		65
Other Jurisdictions Inmate ADP		18
Average Daily Population		146
Amount Invoiced for Inmates Housed for Other Juris.	\$441,477	\$36,790
Amount Invoiced for Federal Housing	\$1,845,680	\$153,807
Amount Invoiced for Federal Court Transport	\$24,912	\$2,076
Amount Invoiced for Federal Medical Transport	\$52,341	\$4,362

STATE OF ILLINOIS
COUNTY OF KENDALL
- FILED -
JAN 05 2022

COUNTY CLERK
KENDALL COUNTY

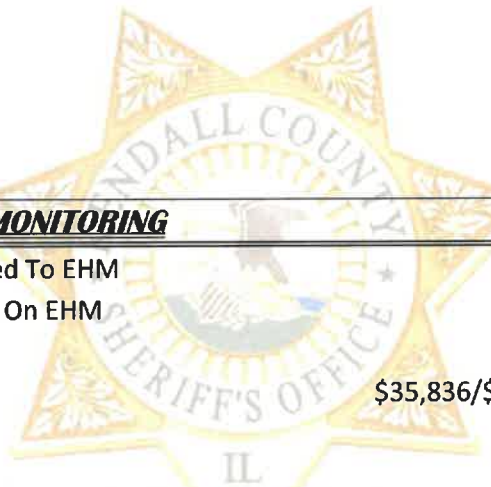
Debbie Albritton

Ready to Protect, Proud to Serve

<u>COURT SECURITY</u>	Total	Average
Entries	\$103,272	8,606
Items X-rayed	37,528	3,127
Kendall Prisoners	739	62
Other Prisoners	62	5
Arrests made at Courthouse	250	21
Contraband Refused	711	59

<u>KCSO TRAINING</u>	Total	Average
Corrections Division	4,669	389
Operations Division	5,525	460
Court Security	684	57
Administration Division	42	4
Auxiliary/Part Timers	132	11
Part Time Deputies	60	5

<u>ELECTRONIC HOME MONITORING</u>	Total	Average
Total Defendants Ordered To EHM	550	69
Days Defendants Served On EHM	13,588	1,699
EHM Violations	103	13
Cost/Collected	\$35,836/\$36,807	\$4,480/\$4,601



12 - Month Budget Results

Sheriff's Budget	\$6,484,626	Corrections Budget	\$4,989,839
Year to Date	\$6,283,832	Year to Date	\$4,987,295
Balance	\$200,794	Balance	\$2,544
Percent	96.9%	Percent	99.9%

Submitted by  Sheriff Dwight A. Baird

**COUNTY OF KENDALL, ILLINOIS
RESOLUTION 22 - _____**

**RESOLUTION SUPPORTING ILLINOIS GENERAL
ASSEMBLY SENATE BILL 3737**

WHEREAS, 55 ILCS 5/5-1101.3 allows Will and Kane County to enact, by ordinance, a judicial facilities fee to be used for the building of new judicial facilities; and

WHEREAS, Illinois General Assembly Senate Bill 3737 amends 55 ILCS 5/5-1101.3 to include Kendall County; and

WHEREAS, in setting such fee, the county board, with the concurrence the Chief Judge of the applicable judicial circuit or the presiding judge of the county in a multi-county judicial circuit, may impose different rates for the various types or categories of civil and criminal cases, not to exceed \$30; and

WHEREAS, Kendall County (population 131,869) was the fastest growing county in the United States from 2000 to 2010, and the fastest growing county in Illinois from 2010 to 2020, having grown its population by 141% since 2000; and

WHEREAS, the growth in population requires adequate judicial facilities for the residents of Kendall County; and

WHEREAS, Kendall County is desirous of having the option to enact an ordinance providing for a judicial facilities fee to be used to fund the building of new judicial facilities within the Kendall County Courthouse.

NOW, THEREFORE BE IT RESOLVED by the Kendall County Board that Kendall County supports Senate Bill 3737.

BE IT FURTHER RESOLVED that the Chairman of the Kendall County Board and the County Administrator be and are hereby directed to notify the leadership in the Illinois House and Senate and the members of the legislative delegation from Kendall County of the County's support of Senate Bill 3737.

Approved and adopted by the County Board of Kendall County, Illinois, this first day of February, 2022.

Kendall County Board

Attest:

Scott R. Gryder, Chairman
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk & Recorder



COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2022-__

**RESOLUTION GRANTING THE KENDALL COUNTY CLERK OF THE
CIRCUIT COURT AUTHORITY TO ENTER INTO AGREEMENTS WITH
JANO TECHNOLOGIES ON BEHALF OF KENDALL COUNTY, ILLINOIS**

WHEREAS, the Kendall County Circuit Clerk has negotiated with JANO Technologies, INC. (“JANO”) regarding the use of JANO’s software for the generation of CourtTriage, SourceHOV Converter, and eSignature and other potential applications; and

WHEREAS, the Kendall County Board has received, reviewed, and now approves of the Software License Agreement with JANO, attached to this Resolution as exhibit A

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby grants the Kendall County Circuit Clerk the authority, on behalf of Kendall County, to enter into the agreements, attached to this Resolution as exhibit A with JANO.

Approved and adopted by the County Board of Kendall County, Illinois, this ____ day of _____, 2022.

Board Chairman Signature:

Attest:

Scott Gryder, Chairman
County Board

Debbie Gillette
County Clerk



KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.co.kendall.il.us/sheriff



INTEROFFICE MEMORANDUM

To: County Board

From: Dwight A. Baird, Sheriff

A handwritten signature in black ink, appearing to read "DAB", with a vertical line to its right.

Date: January 25, 2022

Re: Purchase of Additional Body Worn Cameras

Copies: As needed

Requesting to purchase 20 additional body worn cameras (BWC) with supporting hardware and 5 years of cloud storage in an amount not to exceed \$72,353.00. This was approved in the FY 22 capital purchases budget. This purchase does not require us to go out to bid because these cameras will match our current system. This purchase will put us in compliance with the new state statute.



COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2022-_____

RESOLUTION AMENDING A GENERAL FUND BALANCE RESERVE POLICY

WHEREAS, the Kendall County Board established a General Fund – Fund Balance Reserve Policy on November 18, 2014 with Resolution 2014-33 which read:

WHEREAS, the Kendall County Board desires to maintain a prudent level of financial resources to fund current and future operations and capital needs as well as cash flow requirements; and WHEREAS, it is the intention of the Kendall County Board to establish appropriate levels of unrestricted Fund Balance Reserve for the General Fund and the method to calculate the Fund Balance Reserve; and WHEREAS, the Kendall County Board will document the procedure the County Board will follow in order to maintain the approved level of unrestricted Fund Balance Reserve.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF KENDALL COUNTY, AS FOLLOWS: The Kendall County Board hereby adopts the *General Fund - Fund Balance Reserve Policy*, attached hereto as “Exhibit A” Approved and adopted by the County Board of Kendall County, Illinois, this 18th day of November, 2014.

WHEREAS, the Kendall County Board does now amend the General Fund – Fund Balance Reserve Policy “Exhibit A” to revise: the General Fund’s fund number, and the timeframe for when the year-end report will be presented, and the County Board meeting when appropriated expenditures will be transferred to a capital fund by majority vote.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF KENDALL COUNTY, AS FOLLOWS:

The Kendall County Board hereby amends and adopts the *General Fund – Fund Balance Reserve Policy*, attached hereto as “Exhibit A”.

Approved and adopted by the County Board of Kendall County, Illinois, this 1st day of February 2022.

EXHIBIT A

KENDALL COUNTY BOARD FINANCIAL POLICY General Fund - Fund Balance Reserve Policy

Purpose

The Kendall County Board desires to maintain a prudent level of financial resources to fund current and future operations and capital needs as well as annual cash flow requirements. This policy is intended to establish the appropriate level of unrestricted Fund Balance Reserve for the General Fund and the method to calculate the Fund Balance Reserve. This policy is also intended to document the procedure the County Board will follow in order to maintain the approved level of unrestricted Fund Balance Reserve.

Appropriate Level of Unrestricted Fund Balance Reserve for General Fund

The Kendall County Board has established that the appropriate level of unrestricted Fund Balance Reserve for the General Fund (Fund Number 1100) shall be sufficient to cover between six (6) months and seven (7) months of a fiscal year's annual appropriated expenditures including expenses for operations and transfers-out of the General Fund to debt service funds, capital funds, and reserve funds.

Procedure to Maintain Appropriate Level of Unrestricted Fund Balance Reserve for General Fund

During the annual budget appropriation process between June and November, the projected ending unrestricted Fund Balance Reserve for the General Fund for the fiscal year will be calculated using revenue and expenditure projections for the current fiscal year. If the projected unrestricted Fund Balance Reserve is not sufficient to cover six (6) months or 50% of the projected fiscal year budget appropriated expenditures including expenses for operations and transfers-out of General Fund to debt service funds, capital funds, and reserve funds, the Kendall County Board will reduce expenditures and appropriations and/or request revenue transfers-in from other funds to increase the projected unrestricted Fund Balance Reserve for the General Fund to six (6) months or 50% of appropriated expenditures.

Annually, 30 days after the Kendall County Annual Financial Report has been approved by the Kendall County Board, a year-end report will be presented for the unrestricted Fund Balance Reserve for the General Fund. At the subsequent County Board meeting, unrestricted Fund Balance Reserve exceeding seven (7) months or 58.33% of appropriated expenditures for the current fiscal year will be transferred to capital fund designated by the County Board by a majority vote.