

**KENDALL COUNTY BOARD AGENDA
ADJOURNED JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, August 2, 2016 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month's Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk
7. Special Recognition
8. Citizens to Be Heard
9. New Business
 - A. Approval of the Extension of the Intergovernmental Agreement for Police Services with the Village of Newark
 - B. Approve Intergovernmental Agreement Between Kendall County, Illinois and Cook County, Illinois for the housing of Detainees (2016)
 - C. Approval of Chicago HIDTA Security Officer & Facility Manager contract
10. Old Business
11. Standing Committee Reports
 - A. Economic Development
 - B. Finance Committee
 1. Approve claims in an amount not to exceed \$635,586.44, Petit Jurors in an amount not to exceed \$3,800.00 and Grand Juror Claims in an amount not to exceed \$ 750.00
 2. Approval of the release of Finance Executive Session minutes from January 29, 2015
 - C. Judicial/Legislative
 1. Approval of an increase of the Court Automation fee from \$15 to \$25 per case filing
 - D. Animal Control
 1. Approval of Trailer Procurement
 2. Approval of the release of the September 17, 2014 Executive Session Minutes
 - E. Standing Committee Minutes Approval
12. Special Committee Reports
 - A. Kencom Executive Board
 - B. Housing Authority
 - C. Historic Preservation
 - D. UCCI
13. Chairman's Report

Appointments

Announcements

Mark Luettich – Yorkville-Bristol Sanitary District (reappointment) – 3 year term – expires July 2019

Martin Myre – Big Slough Drainage District (reappointment) – 3 year term – expires July 2019

Kenneth Walker – Public Aid Appeals Committee, Kendall Township Rep (reappointment) – 2 year term – expires
September 2018

14. Executive Session
15. Other Business
16. Citizens to be Heard
17. Questions from the Press
18. Adjournment

**KENDALL COUNTY BOARD
ADJOURNED JUNE MEETING
July 5, 2016**

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, July 5, 2016 at 7:00 p.m. The Clerk called the roll. Members present: Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matt Prochaska, John Purcell and Jeff Wehrli.

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

THE MINUTES

Member Gilmour moved to approve the submitted minutes from the Adjourned County Board Meetings of 6/2/16 and 6/7/16. Member Davidson seconded the motion. Vice Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

THE AGENDA

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

STANDING COMMITTEE REPORTS

Public Safety

Member Prochaska said that they have not met.

Administration/HR

Section 5310 Grant Agreement

Member Cullick made a motion approve the resolution authorizing application for Section 5310 Grant Agreement under the Regional Transportation Authority's general authority to make such grants. Member Prochaska seconded the motion.

County Administrator Jeff Wilkins stated that this is Federal dollars that come from through the RTA; these are mainly dollars to help the disabled and the elderly. The County contributes \$45,000; ½ from the General Fund and the other ½ from Senior Levy.

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

County of Kendall
Resolution 16 – 22

**RESOLUTION AUTHORIZING APPLICATION FOR FINANCIAL ASSISTANCE FROM THE REGIONAL
TRANSPORTATION AUTHORITY UNDER SECTION 5310 OF THE FEDERAL TRANSIT
ACT**

WHEREAS, the Regional Transportation Authority (the "Authority"), is authorized make such grants as the designated recipient of the Federal Fiscal Year 2015 Section 5310 program for Northeastern Illinois; and

WHEREAS, the Authority has the power to expend funds for use in connection with Federal Fiscal Year 2015 Section 5310 projects, and

WHEREAS, the Authority has the power to make and execute all contracts and other instruments necessary or convenient to the exercise of its powers, and

WHEREAS, approval for said funds will impose certain financial obligations upon the recipient.

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

Section 1. That KENDALL COUNTY finds that the Kendall Area Transit project is consistent with official plans for developing the community.

Section 2. That an application be made to the Regional Transit Authority for a financial assistance grant under Section 5310 for Federal Fiscal Year 2015, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of KENDALL COUNTY

Section 3. That the County Administrator is hereby authorized and directed to execute and file an application on behalf of KENDALL COUNTY with the Regional Transportation Authority for a Federal Fiscal Year 2015 Section 5310 grant for Kendall Area Transit.

Section 4. That the County Administrator of KENDALL COUNTY is authorized to furnish such additional information as may be required by the Regional Transportation Authority may require in connection with this Federal Fiscal Year 2015 Section 5310 grant application.

Section 5. That the Kendall County Board certifies Kendall County will provide the required local match.

Section 6. That the County Administrator of KENDALL COUNTY is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for Federal Fiscal Year 2015.

PRESENTED and ADOPTED by the County Board, this 5th day of July 2016.

Approved:
John A. Shaw, County Board Chairman

Attest:
Debbie Gillette, County Clerk and Recorder

Highway

Fox Road Bridge Posting

County Engineer Fran Klaas stated that the bridge will be posted to handle 40,000 lbs. The bridge will need to be replaced or repaired. It was built in 1958 and widened in 1981.

Economic Development

Revolving Fund Loan Application

Member Koukol made a motion approve the revolving fund loan application process including \$500 deposit fee for application. Member Cullick seconded the motion.

Member Koukol explained the \$500 deposit fee and that the unused amount will be refunded.

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

Appointment to Oswego TIF Joint Review Board

Member Koukol made a motion approve the appointment of Andrez Beltran to the Oswego TIF Joint Review Board. Member Cullick seconded the motion.

Member Koukol talked about having someone at the table to come back and report. County Administrator Jeff Wilkins went over the EAV for the area. There was discussion about the 23 years involved and that the final decision is made by the Oswego Village Board. Questions were raised regarding what would happen if it went for a vote.

Vice Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Davidson and Purcell. **Motion carried 7-2.**

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of \$780,037.79 and Grand Juror Claims in an amount not to exceed \$650.00. Member Prochaska seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$24,932.80, B&Z \$4,523.67, CO CLK & RCDR \$268.09, ED SRV REG \$1,293.91, SHRFF \$8,874.94, CRRCTNS \$5,836.28, EMA \$358.62, CRCT CT CLK \$6,107.64, JURY COMM \$700.00, CRCT CT JDG \$6,279.63, CRNR \$2,322.97, CMB CRT SRV \$4,575.88, ST ATTY \$2,324.96, SPRV OF ASSMNT \$32.44, CO TRSR -\$809.74, EMLY HLTH INS \$366,764.90, AUD & ACCT \$4,100.00, PPPOST \$1,155.00, OFF OF ADMN SRV \$4,533.03, CO BRD \$371.26, TECH SRV \$2,625.44, CO HWY \$24,520.64, CO BRDG \$9,368.50, TRNSPRT SALES TX \$43,960.81, HLTH & HMN SRV \$65,745.03, FRST PRSRV \$1,761.88,
Co Board 7/5/16

ELLIS HS \$1,096.21, ELLIS BRN \$234.96, ELLIS GRNDS \$400.38, ELLIS RDNG LSSNS \$395.04, ELLIS WDDNGS \$1,000.00, HOOVER \$1,129.79, ENV ED SCHL \$47.60, ENV ED CMPS \$240.00, ENV ED NTRL BEGINNINGS \$61.97, ENV ED LWS OF NTR \$9.99, GRNDS & NTRL RSRCS \$1,559.47, ANML CNTRL \$1,017.39, RCDR DOC STRG \$197.35, HIDTA \$10,386.04, CRT SEC FND \$311.69, LAW LBRY \$6,391.94, CRCT CT DOC STRG \$288.00, JUV JSTC CNCL \$50.00, CHLD SUP COL EXP \$501.34, PRBTN SRV EXP FND \$6,620.13, GIS \$606.27, TX SALE AUTO EXP \$5,385.92, KAT \$52,808.58, ENG/CNSLTNG ESCRW \$5,181.25, EMPLY BNFT PRGM \$1,467.96, PUB SFTY EXP \$65,903.10, VAC \$6,066.84, FP BND PRCDS '07 \$18,800.00

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

Budget Parameters/Guideline

Member Purcell made a motion approve the FY2017 budget parameters/guideline to maintain a 0% increase on budget. Member Flowers seconded the motion.

Members discussed the increase in the cost of insurance and the current revenue amounts.

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

Judicial/Legislative

Member Prochaska said that they did not have a meeting.

Animal Control

Member Wehrli reviewed the minutes in the packet from the June 22, 2016 meeting.

Health and Environment

Member Gilmour reviewed the minutes in the packet from the June 20, 2016 meeting.

NACO Prescription Program Waiver

Member Gilmour stated that the item is not ready.

STANDING COMMITTEE MINUTES APPROVAL

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

SPECIAL COMMITTEE REPORTS

Kencom Executive Board

Member Gilmour stated that they did not meet and the next meeting is in August.

Housing Authority

Member Prochaska stated that they did not meet this month and they have quarterly meetings.

Historic Preservation

Member Wehrli stated that they did not meet.

UCCI

Member Prochaska reminded the board members of the annual education seminar July 25-July 26. Items to be discussed are budgeting in tough times, legislative review and review of the Illinois budget, and FSLA and Affordable Care Act update on changes.

CHAIRMAN'S REPORT

Vice Chairman Gryder spoke about the Farm Bureau tour he went on.

Appointments

Michele R Evans – 708 Mental Health Board – 4 year term – Expires July 2020

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

EXECUTIVE SESSION

Member Davidson made a motion to go into Executive Session for (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity, (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees and (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Member Flowers seconded the motion. Vice Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

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

Approved and submitted this 13th day of July, 2016.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

June 14, 2015

Jim Davis, Village President
Village of Newark
P.O. Box
Newark, IL 60541

Re: Extension of Intergovernmental Agreement for Police Services

Dear Mr. Davis:

As you may be aware, the 2015 Intergovernmental Agreement between the County of Kendall, Illinois and the Village of Newark for Police Services ("Agreement") must be extended to remain effective in 2016. The original, signed Agreement, a copy of which is attached, does not contain an expressed effective date. As such, Kendall County takes the position that the Agreement became effective the date it was signed by the last of the two parties. Therefore, the Agreement became effective May 13, 2015. Pursuant to Paragraph three of the Agreement, the term of the Agreement may be extended for one additional year upon written agreement of the parties.

At this time, Kendall County seeks to invoke the optional, one-year extension of the Agreement, as described therein. The extension would be retroactive to May 13, 2016.

If the Village of Newark agrees with the extension of the above-referenced Agreement, which would cause it to continue from May 13, 2016 through May 12, 2017, please sign below and forward the same to the Kendall County Sheriff's Office. Please forward a copy of the same to the Kendall County State's Attorney.

We believe this Agreement has been mutually beneficial to both the County of Kendall and the Village of Newark, and we look forward to continuing our relationship under this Agreement.

VILLAGE OF NEWARK

COUNTY OF KENDALL, ILLINOIS



Jim Davis
Village President

John Shaw
Chairman, Kendall County Board

Attest: 

Village Clerk

Attest: _____
County Clerk

Encl: Intergovernmental Agreement between the County of Kendall, Illinois and the Village of Newark for Police Services

CC: Boyd Ingemunson, 759 John Street, Suite A, Yorkville, IL 60560

June 14, 2015

Jim Davis, Village President
Village of Newark
P.O. Box
Newark, IL 60541

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VILLAGE OF NEWARK

COUNTY OF KENDALL, ILLINOIS



Jim Davis
Village President

John Shaw
Chairman, Kendall County Board

Attest: 
Village Clerk

Attest: _____
County Clerk

Encl: Intergovernmental Agreement between the County of Kendall, Illinois and the Village of Newark for Police Services

CC: Boyd Ingemunson, 759 John Street, Suite A, Yorkville, IL 60560

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INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF
KENDALL, ILLINOIS AND THE VILLAGE OF NEWARK FOR POLICE
SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), entered into this __ day of April, 2015, by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the Village of Newark, an Illinois Municipal Corporation of the State of Illinois, ("Village"), is as follows:

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 among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Village and Kendall County are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 55 ILCS 220/1 et seq.; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code, 55 ILCS 5/5-1106 and 65 ILCS 5/11-1-1 et seq., Village and Kendall County have the authority and the duty to provide police protection within their respective jurisdictions; and

WHEREAS, Village desires to obtain the services of well-trained and equipped Sheriff's deputies ("Deputies"), as defined by 55 ILCS 5/3-6001 et seq., to ensure the public safety and welfare of its citizens, within the jurisdictional boundaries of Village; and

WHEREAS, Kendall County wishes to provide Village with well-trained and equipped Deputies to ensure the public safety and welfare of Village's citizens, within the jurisdictional boundaries of Village, pursuant to the terms of this Agreement.

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

1. Incorporation: The above recitals are incorporated as if fully restated herein.
2. Effective Date: This Agreement is effective as of its date of execution by both parties.
3. Term: This Agreement shall be in full force and effect for a period of one (1) year from the date of execution, however, it may be renewed for one additional year upon written agreement of the parties.

4. Termination: Either party may terminate this Agreement by providing thirty (30) calendar days' advanced written notice to the other party. No additional penalties or early termination charges will be required upon termination.
5. Police Services: Deputies assigned to the Village will provide the following services within the jurisdictional boundaries of Village: patrol public roadways, respond to emergencies, investigate crimes, ticket traffic violations, enforce all federal and State law intended to be enforced by police officers, and enforce all local ordinances intended to be enforced by police officers. All tickets, reports, lab services, and other required documentation or evidence will be processed through, and maintained and preserved by the Kendall County Sheriff's Office ("KCSO") pursuant to record retention requirements of the Local Records Act and all other applicable laws. The fines collected from all tickets issued within the jurisdictional limits of Village will be distributed to Village, unless otherwise required by law.
6. Assignment of Deputies: By the 25th of each month, Kendall County will provide Village with a list of Deputies assigned to Village for the subsequent month, and the shifts for which they are assigned. There will be no more than one Deputy assigned to the Village at any given time, unless other arrangements are agreed to, in writing, by both Village and the Sheriff or his designee.
7. Equipment: All police equipment used by Deputies will be purchased, provided, and maintained by Kendall County. This equipment includes, but is not limited to, uniforms, body armor, traffic radar guns, police vehicles, service weapons, and radio equipment.
8. Insurance: Village will be responsible for law enforcement liability, general liability, and worker's compensation insurance for the Deputies, as well as all deductibles under these policies. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder, Village shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder: (a) worker's compensation and occupational disease disability insurance in compliance with the laws of the jurisdiction where the work is being performed ("Statutory/Coverage A") and in a minimum amount of \$500,000 per accident, \$500,000 policy limit for disease or disability, and \$500,000 per employee for disease or disability ("Coverage B"); (b) employer's comprehensive law enforcement liability and general liability insurance for both personal injury and property damage in the minimum amount of (i) \$1,000,000 per occurrence for bodily injury, property damage, and bodily injury and property damage combined; (ii) \$2,000,000 aggregate for bodily injury property damage, and bodily injury and property damage combined, and (iii) \$2,000,000 aggregate for personal injury; and (c) an umbrella policy in the minimum of \$10,000,000 per occurrence and \$10,000,000 aggregate. Kendall County and the KCSO shall be named as additional insureds on a

primary and non-contributory basis with respect to the law enforcement liability, general liability, and excess liability insurance, as well as a waiver of subrogation with respect to the law enforcement liability, general liability, and workers' compensation in favor of Kendall County and the KCSO. Also, Kendall County and KCSO shall be designated as the certificate holders. Kendall County's existing automobile insurance policy covering Kendall County law enforcement vehicles will remain in effect and provide coverage for those vehicles while being used to provide services under this Agreement. Village will purchase and maintain, at all times this Agreement is in effect, comprehensive insurance coverage to cover the one vehicle designated for use under the terms of this agreement. KCSO shall keep the Village apprised at all times of the make, model, and VIN # of the squad car being used by the Village.

9. Compensation: Village will directly compensate Deputies for police services in the amount of \$30 per hour. Compensation to the Deputies will be processed through the Village's regular payroll during the first pay cycle following the date of service, if practicable, and will be remitted to the Deputies' home address no more than thirty (30) calendar days after the date of service. It shall be the Village's responsibility to track and maintain records of all hours worked by the Deputies assigned to perform the services set forth in this Agreement. The Village will also compensate Kendall County for the mileage incurred by police vehicles while being used to provide police services under this Agreement. Mileage will be calculated based on the IRS rate in place at the time the invoice is issued. Additionally, the Village shall pay to Kendall County the additional amount of \$2.00 per hour for each hour a Kendall County police vehicle is used to provide police services under this Agreement. The parties agree this amount is intended to cover, in part, the vehicle's equipment maintenance and replacement costs (e.g., camera system, computer, radios, etc.). Kendall County will submit to Village an invoice for all amounts due to Kendall County, which were incurred in the previous month. This invoice will be submitted to the Village by the 10th of each month. All payments are to be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Failure to timely submit an invoice does not constitute a waiver of the amount owed.
10. Indemnification: The Village and Kendall County shall each defend, indemnify, and hold harmless the other party, including 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, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present, and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay arising from the other party's negligent conduct. Village shall defend with counsel of the other party's own choosing, indemnify, and hold harmless the KCSO, including its elected officers, employees, and agents. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Kendall County or KCSO, under this paragraph, shall be

approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's or KCSO's participation in its defense shall not remove Villages duty to indemnify, defend, and hold Kendall County and KCSO harmless, as set forth above. Nothing in this Agreement shall constitute a waiver of any privileges, defenses, or immunities which either Party may have under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq.

11. 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, strikes or labor disputes, 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.
12. Non-Discrimination: Kendall County and Village 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.
13. Assignment: 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. Applicable Laws/Severability: In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement,

and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If Kendall County prevails in any legal action pertaining to collection of amounts due under this Agreement and or regarding the indemnification provision set forth in paragraph 10, it may recover reasonable attorney's fees and costs.

15. Notice: All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, and certified with the return receipt requested, (b) delivering the same in person, or (b) sending the same by facsimile with electronic confirmation of receipt. All notices should be sent to the following representatives, or any such other person, counsel, or address as any party hereto shall specify pursuant to this Section from time to time:

If to Kendall County:

Dwight A. Baird, Sheriff
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560
Fax: 630-553-1972

If to the Village:

Jim Davis, Village President
Village of Newark
P.O. Box
Newark, IL 60541
Fax: 815-695-5111

With copy to:

Kendall County State's Attorney
807 John Street
Yorkville, IL 60560
Fax: 630-553-4204

With copy to:

Boyd Ingemunson
759 John Street, Suite A
Yorkville, IL 60560

16. 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 other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.
17. Relationship of Parties: It is understood and agreed that the Deputies will be considered as employees of the Village during any period of employment for the Village under the terms of this Agreement. As such, the Village is solely responsible for paying all wages, worker's compensation benefits, and any other compensation due and owing to Deputies for

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performance of services set forth in the Agreement. Village is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for payments to Deputies for performing services as set forth in the Agreement. Kendall County acknowledges its obligation to provide automobile insurance coverage and Village acknowledges its obligation to provide law enforcement liability, general liability, and worker's compensation insurance as addressed in paragraph 8. Should Village have a complaint regarding the conduct of a Deputy assigned to Village under this Agreement, Village shall notify the Kendall County Sheriff or his designee.

- 18. 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.
- 19. Amendments: This Agreement may be amended only with written consent of all parties hereto.
- 20. Authority: Kendall County and Village 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 hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

County of Kendall, a unit of local government of the State of Illinois
 By: [Signature]
 Chairman, Kendall County Board
 Date: 4/21/15

Attest: [Signature]
 County Clerk

Village of Newark, a unit of local government of the State of Illinois
 By: [Signature]
 Village President
 Date: 5/13/15

Attest: [Signature]
 Village Clerk



**INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS
AND COOK COUNTY, ILLINOIS FOR THE HOUSING OF DETAINEES (2016)**

This Agreement, made and entered into on the last day of signature below, between the COUNTY OF COOK, a body politic and corporate of Illinois, on behalf of the Sheriff of Cook County (collectively referred to as "Cook County") and the COUNTY OF KENDALL, a body politic and corporate of Illinois, on behalf of the SHERIFF OF KENDALL COUNTY (collectively referred to as "Kendall County"), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

I. RECITALS:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, 5 ILCS 220/2, defines a public agency as follows:

“any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.

WHEREAS, the Cook County Department of Corrections has a need for additional housing of detainees committed to its care and custody; and

WHEREAS, Kendall County has available space for housing said detainees committed to the care and custody of the Sheriff of Cook County; and

WHEREAS, it is understood that detainee populations vary greatly each day, and it is further understood that the Kendall County Jail will be utilized by the Cook County Sheriff's Office to place detainees in a secure environment to help address overcrowding, segregation and/or other issues facing the Cook County Department of Corrections and its detainee population;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Cook County and Kendall County hereby agree as follows:

II. INCORPORATION OF RECITALS:

The recitals set forth above are incorporated herein as though fully set forth.

III. TERM OF AGREEMENT/CANCELLATION:

This Agreement shall become effective upon the date of acceptance and signature by all parties. The term of this Agreement shall be two (2) years from said date of acceptance by all parties. This Agreement may, provided a need continues to exist, be renewed in writing thirty (30) days prior to the expiration date for a period not to exceed two (2) years for each renewal. This Agreement may be cancelled by any party upon thirty (30) days written notice to all parties.

IV. PROVISION OF DETENTION, SERVICES:

A. DETAINEE HOUSING SERVICES:

The Kendall County agrees to provide detainee Housing Services (“Housing”) for Cook County detainees as hereinafter provided. Housing is defined as the secure incarceration of detainees delivered to Kendall County by officials of the Cook County Department of Corrections.

B. DETENTION STANDARDS:

Kendall County agrees to operate the Kendall County Jail in accordance with state and federal law, including but not limited to, the Unified Code of Corrections and Illinois 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.

C. LOCATION OF HOUSING:

Kendall County and Cook County further agree that all housing to be made available by Kendall County will be at the Kendall County Jail located at 1102 Cornell Lane Yorkville IL 60560 until such time as the detainee housed for Cook County will be transferred. No other Kendall County facility shall be utilized under this Agreement.

D. SCOPE OF SERVICES:

Cook County and Kendall County further agree as follows:

1. **Commissary:** The Sheriff of Kendall County shall maintain a commissary account for each Cook County detainee for the purposes of permitting purchases as allowed by the rules and regulations of the Kendall County Detention Center.

2. **Inmate Funds:** The Sheriff of Kendall County agrees to hold private monies of Cook County detainees while they are in the Kendall County Jail. If a detainee is released, a check may be issued for any remaining commissary funds and given to the Cook County Transport Deputy to be returned back to Cook County or, Cook County may request by email any remaining commissary funds to be mailed to Cook County. If a detainee 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 detainee must supply the name and address of the facility and a proper inmate identification number.
3. **Clothing:** Kendall County will provide appropriate jail uniforms for each detainee accepted under this Agreement.
4. **Medical Services:** Kendall County shall provide all reasonable and necessary medical, dental and psychological care to Cook County detainees confined in the Kendall County jail under this agreement while such detainees are residents of the Kendall County facility. Reasonable and necessary care is that which is required by applicable law. Kendall County shall provide such in-house medical, optical, dental, medical prescription care and psychological services provided to other detainees 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 Cook County detainee 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 Cook County, for said detainee or detainees. In consideration thereof, Cook County shall pay to Kendall County the costs of hospitalization, non-routine medical and dental care, including prescriptions if such medical care is not billed directly by the medical provider to Cook County, as well as the actual costs of compensation of the guard or guards provided. At the time of admission or as soon thereafter as possible, the Sheriff of Kendall County shall notify the Sheriff of Cook County of the fact and the name of such hospitalization. If a Cook County detainee is admitted for in-patient services, the Sheriff of Cook County will provide the guard or guards as required during the time of such in-patient care.
5. **P.R.E.A. Compliance:** As of the date of execution of this Agreement, the Sheriff of Kendall County has adopted and the Kendall County Jail is in substantial compliance with the national standards to prevent, detect and respond to sexual abuse and sexual harassment as outlined in the applicable provisions of the Prison Rape Elimination Act (P.R.E.A.) 28 C.F.R. Parts 115.5 through 28 C.F.R. 115.405 including monitoring to ensure compliance with said standards.
6. **Non Discrimination:** The Sheriff of Kendall County agrees that no Cook County detainee confined in Kendall County facility under the terms of this

Agreement shall on the grounds of age, gender, race, color, religion or national origin be subjected to discrimination in any manner relating to their confinement.

E. NUMBER OF DETAINEES:

The Sheriff of Kendall County agrees to provide housing for Cook County detainees as hereinafter provided. It is expressly agreed by and between the parties hereto that the Sheriff of Cook County shall send and the Sheriff of Kendall County shall accept, subject to space availability, detainees 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 the Sheriff of Cook County any appropriate housing that can be conveniently provided when needed, subject to the needs of Kendall County and the Sheriff of Kendall County.

It is further expressly agreed by and between the parties hereto that the Sheriff of Kendall County shall not be obligated to accept Cook County detainees 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 Cook County or his designee to return forthwith to the Cook County Department of Corrections any previously accepted detainee who consistently violates the rules and regulations of the Kendall County Correctional Facility or who constitutes a continuing disciplinary problem and interrupts the orderly administration of the Kendall County facility.

F. CLASSIFICATION OF INMATES:

Cook County agrees that the detainees to be housed by the Sheriff of Kendall County will be limited to the following classified offenders:

1. Detainees currently serving sentences imposed for commission of a misdemeanor who are within one year of release.
2. Detainees 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.
3. Detainees who are of pre-trial and pre-sentence classification as chosen by Cook County staff.

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

G. PER DIEM:

As consideration for the foregoing, Cook County agrees to provide compensation to Kendall County in the amount of Sixty dollars (\$60.00) per day, per detainee, and

payment of each such sum in total shall be made monthly by Cook County as hereinafter specified. Failure of Cook 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 dollars (\$60.00) per day fee shall be paid by Cook 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 Cook County shall be supplied by Kendall County. The Sheriff of Kendall County shall submit monthly invoices to Cook County citing the number of utilized beds at Sixty dollars (\$60.00) per day. Invoices if sent by mail will be sent to the Cook County Sheriff's Office, Finance Department, 69 W. Washington, Suite 1410, Chicago, IL 60602. Otherwise, such invoices may be sent via email to the Cook 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.

H. TRANSPORTATION OF DETAINEES:

Cook County, at its own expense, shall deliver any and all detainees to the Kendall County jail, together with a duly authenticated copy of commitment, mittimus, and any other papers or documents authorizing detention.

1. A specific time for delivery and pick up of detainees will be agreed upon by both parties unless exigent circumstances exist or other coordinated agreements are mutually made.
2. Cook County will provide a summary of the personal history of each detainee, to include their booking information, behavior and health records, to the Sheriff of Kendall County for each detainee to be incarcerated in the Kendall County jail. Such information shall precede or accompany each detainee.
3. It is further expressly agreed by and between the parties hereto that Cook County detainees 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 of competent jurisdiction or permission from the Sheriff of Cook County, or his designee, except for emergency medical treatment.
4. Cook County detainee transportation to other origins or facilities from the Kendall County Jail by Kendall County employees will have to be previously agreed upon between the Sheriffs of Cook and Kendall County or their designees on a case by case basis. Kendall County has the right to deny any transports in its own discretion. In the event the Sheriff of Kendall County agrees to transport, Cook County agrees to reimburse the Sheriff of Kendall County for any and all fees associated with said transport, including, but not

limited to fuel, lodging, meals, transport Deputy wages, etc. Such expenses shall be reimbursed within 60 days from the date the invoice for such transportation is dated and sent.

5. The Sheriff of Kendall County shall, at no additional expense to Cook County, comply with all writs and other valid process, including the transportation of detainees within Kendall County. Provided, however, that if a writ is issued for appearance outside of Kendall County, such as in a Cook County Court, the Cook County Sheriff shall provide all transport unless other arrangements are made pursuant to the preceding paragraph.

I. RELEASE FROM CUSTODY:

It is further expressly agreed by and between the parties hereto that any Cook County detainee in the Kendall County Jail who is subject to discharge by due course of law shall be returned to the custody of the Cook County Sheriff on the day prior to that set for discharge and the transportation of said detainee shall be the sole responsibility of the Cook County Sheriff, unless other arrangements are agreed upon pursuant to Section IV (H) (4) above. It shall be the responsibility of the Cook County Sheriff or his designee to notify the Kendall County Sheriff or his designee of an upcoming return date at least twenty-four (24) hours, but not more than forty-eight (48) hours in advance of such return date.

J. MERITORIOUS GOOD TIME:

It is expressly agreed by and between the parties hereto, that all good time to be awarded to any detainee of Cook 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/I *et seq.*, and all sentence computations for Cook County detainees serving sentences and confined in the Kendall County jail will be prepared by the Sheriff of Cook County.

K. USES OF FORCE AND OTHER INCIDENTS INVOLVING COOK COUNTY DETAINEES:

If a use of force is made against a Cook County detainee while in the custody of the Kendall County Sheriff, Kendall County shall immediately notify a designee of the Cook County Department of Corrections and forward any/all paperwork generated in connection with the use of force. In the event there are other types of incidents involving Cook County detainees, including but not limited to the discipline of Cook County detainees or the filing of a grievance or complaint by a Cook County detainee, Kendall County shall notify a designee of the Cook County Department of Corrections of the incident and forward all relevant documentation as soon as practicable.

In the case of the escape or attempted escape of a Cook County prisoner confined in the Kendall County Jail, the Kendall County Sheriff shall notify the Cook County Sheriff

promptly and use all reasonable means to recapture the prisoner. The escape of a Cook County prisoner will be reported immediately by telephone to the Cook County Sheriff or his designee. The date of such escape and the return to custody must be reported in writing to the Cook County Sheriff or his designee within forty-eight (48) hours.

L. RULES AND REGULATIONS:

It is agreed by and between the parties hereto that Cook County detainees 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 Cook County Department of Corrections.

It is further expressly agreed, by and between the parties hereto, that the Kendall County Sheriff will accept no responsibility for compliance with the rules, regulations, or policies of the Cook County Sheriff regarding contact visitation, programs, facilities or privileges which may be provided by the Cook County Sheriff to prisoners while confined in the Cook County Jail(s).

M. INDEMNIFICATION:

To the extent allowable by law, Kendall County shall indemnify, defend, and hold harmless Cook 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 or transport of any Cook County detainee in the custody of the Kendall County Sheriff or relating to the maintenance of their property or premises.

To the extent allowable by law, Cook 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 detainee of Cook County housed pursuant to this Agreement, which arise out of any act or omission of Cook County, the Sheriff of Cook County, or any agents, employees or servants thereof relating to their care, custody, supervision or transport of any Cook County detainee while in the custody of the Cook 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 Cook County detainees during contractual incarceration shall be the responsibility of Kendall County.

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

N. INSURANCE:

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 policy of nine (9) million dollars. Certificates of such insurance detailing the coverage described herein shall be available to the County of Cook upon execution of this agreement.

Alternatively, a self-insurance reserve of two (2) million with excess coverage of thirty (30) million is acceptable if Kendall County self-insures.

O. 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 Kendall County, Twenty Third Judicial Circuit, State of Illinois.

P. FINAL AGREEMENT OF PARTIES/MODIFICATION:

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, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

No modification of this Agreement shall be binding upon the parties hereto unless the same is in writing and appropriately executed by both parties.

Q. NOTICES:

All Notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to respective party at the following addresses:

Cook County: General Counsel
 Cook County Sheriff's Office
 50 W. Washington, Room 704
 Chicago, IL 60602

Kendall County: Kendall County Sheriff
 Kendall County Sheriff's Office
 1102 Cornell Lane
 Yorkville, Illinois 60560

With copy sent to: Kendall County State's Attorney
 807 John Street

Yorkville, Illinois, 60560
Attention: Eric Weis

R. AUTHORIZATION:

Cook 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 Cook County and Kendall County, legally and enforceable at law and equity against both.

S. 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.

T. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their name on behalf of the County of Cook and the County of Kendall.

COUNTY OF COOK

By: _____
President, Board of Commissioners

Date: _____

ATTEST:

By: _____
David D. Orr, County Clerk

Date: _____

ACKNOWLEDGED BY:

SHERIFF OF COOK COUNTY, ILLINOIS

By: _____
Thomas J. Dart, Sheriff

Date: _____

APPROVED AS TO FORM:

STATE'S ATTORNEY OF COOK COUNTY

By: _____

Date: _____

COUNTY OF KENDALL:

By: _____
Kendall County Board Chairman
County of Kendall
111 West Fox Street
Yorkville, Illinois 60560

Date: _____

By: _____

Dwight Baird
Kendall County Sheriff
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, Illinois 60560

Date: _____

KENDALL COUNTY ILLINOIS

Economic Development Committee

Meeting Minutes
Thursday, June 30, 2016

Call to Order

The meeting was called to order by Chairman Dan Koukol at 8:32 a.m.

Roll Call

Committee Members Present: Chairman Dan Koukol, Matt Prochaska, Judy Gilmour, Lynn Cullick, Scott Gryder

Committee Members Absent:

Staff Present: Andrez Beltran, Economic Development and Special Projects Coordinator; Jeff Wilkins, County Administrator

Members of the Public: None

Approval of Agenda – Mr. Prochaska made a motion to approve the agenda. It was seconded by Ms. Cullick **Approved 5-0**.

Approval of Meeting Minutes – Mr. Prochaska made a motion to approve the meeting minutes from the November 20, 2015 meeting. Seconded by Ms. Cullick. **Approved 5-0**.

New Business

Village of Oswego TIF

- *Joint Review Board Meeting: July 8, 2016 at 10:00 a.m.*
- *Update: TIF Creation Public Meeting: June 2 2016*

Mr. Wilkins and M. Beltran explained the boundaries and criteria of the proposed Oswego TIF. He continued with an analysis of the TIF's EAV and projection for the future. Mr. Wilkins stated that over its 23 year lifespan, the TIF would capture approximately \$371,000 of taxes that would otherwise go to the County. Mr. Wilkins explained the possible uses of the TF funds captured including public infrastructures and developer incentives.

The Committee discussed the appropriateness of using TIF funds for municipal obligations and the possible collaborative incentives that the taxing bodies could use that were shorter term and a faster return on investment.

Mr. Beltran also gave a brief review of the June 2 meeting, and stated the meeting of the Joint Review Board was on July 8 at 10:00 am.

The Committee moved to recommend Mr. Beltran to the Joint Review Board. Ms. Cullick made the motion. Ms. Gilmour seconded. **Approved 5-0**.

Old Business

KENDALL COUNTY ILLINOIS

Economic Development Committee

Revolving Fund Loans

- *Review: Monthly Statements*

Mr. Beltran reviewed the current Revolving Fund Loan Reports from May 1, 2016 to May 31, 2016. All current payments are in for the month. Current available loan amount is approximately \$1.7 million.

- *Approval: Revolving Loan Process Document*

Mr. Beltran stated that asking for an application fee would have to be approved by the County Board. Mr. Beltran looked for the Committee's guidance. Mr. Prochaska made a motion to approve and move to the County Board. Ms. Cullick seconded. **Approved 5-0.**

- *Update: Revolving Fund Loan Applications*

Mr. Beltran updated the status on three revolving loan fund applications.

Business Retention & Expansion

Mr. Beltran stated John Sterrett, Senior Planner and he met with the company that is looking to build a large industrial building in the County on May 31. Various sites were examined in relation to business desires and needs, and County plans.

In addition he stated Mr. Wilkins and Mr. Beltran will be meeting with the company and a member community's elected and economic development staff to discuss possible sites in the community. Further updates will be given at the Economic Development Committee meeting.

Kendall County Career Fairs: June 10, 17, 24.

Chairman Koukol stated he went to the June 10 Career Fair on manufacturing. With the targeted fair there were fewer participants, but were more specialized. This allowed participants to be interviewed at the fair by companies.

Mr. Beltran gave a brief update on the numbers for each event as follows:

- June 10 – Manufacturing – 6 businesses, 22 attendees.
- June 17 – Health Care – 4 business – 11 attendees
- June 24 – Information Service – 2 businesses – 22 attendees

Update: 2016Q1 Strategic Goals Action Items Report Card

Mr. Beltran stated that he included the Strategic Report Card

Update: 2016Q1 Strategic Goals Action Items Report Card

Mr. Beltran stated the Report Card will be a new quarterly report that ties into the Strategic Plan. He also stated it is a measure of performance measurement.

KENDALL COUNTY ILLINOIS

Economic Development Committee

Chairman's Report

Chairman Koukol stated that on June 16 he participated in the Montgomery industrial tour. He thought it might be something the County as a whole could host in the future. He then asked the Committee for updates.

Ms. Cullick stated a large housing development in Oswego seems to have stalled.

Mr. Prochaska had no updates.

Ms. Gilmour stated that Crusade Burger Bar in Yorkville was open.

Mr. Gryder stated that Plano is happy the waste transfer station has walls up. He also stated that he went on the Farm Bureau tour and he learned that it is approximately 10% of the economy.

Public Comment – None

Executive Session - None

Adjournment

With no further business to discuss, Ms. Cullick moved to adjourn. The motion was seconded by Mr. Gryder. There being no objection, the Economic Development Committee at 9:50 a.m., adjourned.

Respectfully Submitted,

Andrez P. Beltran
Economic Development and Special Projects Coordinator

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes
Thursday, July 28, 2016

Call to Order

The Budget and Finance Committee was called to order by Chairman John Purcell at 5:35p.m.

Committee Members Present: John Purcell, Bob Davidson, Matthew Prochaska

Member Gryder entered the meeting at 5:41p.m.

Committee Member Absent: Elizabeth Flowers

Others Present: Latreese Caldwell, Robyn Ingemunson, Scott Koeppel, Undersheriff Harold Martin, and Jeff Wilkins

Claims Review and Approval– Member Prochaska moved to forward to the County Board for approval claims in an amount not to exceed \$635,586.44, Grand Juror Claims in an amount not to exceed \$750.00, and Petit Juror claims in an amount not to exceed \$3,800.00, second by Member Davidson. **With four members voting aye, the motion carried.**

Items from Other Committees

From Judicial Committee:

- Court Automation fee – Ms. Ingemunson informed the committee of her request to increase this fee from \$15 to \$25 per case filing, and her reasoning for requesting the increase in this fund. Discussion on the mandatory civil e-filing compliance within one-year, the future mandatory criminal e-filing, the AiSmart Bench for the court rooms, mandatory electronic courtrooms, mandatory E-record which will eliminate paper files, digiTicket, and reconfiguration of the office to include 2 computer workstations equipped with monitor, scanner and printer for litigants and attorneys to utilize for e-filing.
- Document Storage Fee Increase – Ms. Ingemunson will provide the language for the fee increase from \$15 to \$25, and research when these fees were last increased, and report to the committee at the August 11, 2016 Finance meeting. Ms. Ingemunson briefly explained the reasoning for the requested increase and the current financial status of this fund.

Department Heads and Elected Official Reports

From Technology Services:

- Scott Koeppel, Technology Director, stated that his office has been approached by the Judicial Office, Circuit Clerk's office and KenCom, stating they are

asking for increased technology support, and that they would find funding to fund another technology support staff. Mr. Koepfel said in the judicial and circuit clerk's offices they are in need of assistance with the JANO, court automation and e-filing services, and for KenCom it would be using the technology support services for their 911 Dispatch software. KenCom would prefer to utilize County resources rather than using an outside vendor. Mr. Koepfel stated that after reviewing KenCom 911 support tickets since February, he felt his staff would be able to handle any technology support requests they would have.

Mr. Koepfel said that in order to provide this level of support, Technology Services would need to hire an additional staff member to be able to provide support services to these entities. Mr. Koepfel said the agreement with these three offices would completely fund the full salary and benefits for an additional County Technology staff position.

Mr. Koepfel also reported that the Oswego Police Department has asked the County Technology Services office for support. Mr. Koepfel stated that Oswego is simply interested in having support as a stop-gap until they determine how they would like to proceed. Mr. Koepfel stated that additional personnel would be needed if the county entered into an agreement with Oswego.

The committee agreed that there would need to be a commitment of a three-year intergovernmental agreement with possibility of a two-year extension for any governmental entity outside County Offices or Departments.

Items of Business

- *Benefits Reimbursement Policy* – item tabled until the August 11, 2016 meeting
- *FY2017 Budget* – item tabled until the August 11, 2016 meeting
- *IMRF Discussion* – item tabled until the August 11, 2016 meeting

Other Business - None

Public Comment – None

Questions from the Media – None

Items for Committee of the Whole – None

Executive Session – Member Prochaska made a motion to enter into Executive Session for the purpose of the review of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, 5ILCS 120-2 (1), second by Member Gryder.

Roll Call: Member Purcell - yes, Member Prochaska – aye, Member Cullick – yes, Member Wehrli – yes. **With all members present in agreement, the committee entered into Executive Session at 6:43p.m.**

Motion made by Member Prochaska, second by Member Gryder to reconvene in Open Session. **With all members voting aye, the committee reconvened in Open Session at 6:46p.m.**

Motion made by Member Prochaska second by Member Gryder to forward to the County Board the approval of the release the Executive Session minutes from January 29, 2015. **With all members present voting aye, the motion carried.**

Action Items for County Board

- *Approval of claims in an amount not to exceed \$635,586.44, Grand Juror Claims in an amount not to exceed \$750.00, and Petit Juror claims in an amount not to exceed \$3,800.00*
- *Approval of the release of Executive Session minutes from January 29, 2015*

Adjournment – Member Prochaska made a motion to adjourn the Budget and Finance Committee meeting, second by Member Gryder. **The meeting adjourned at 6:48p.m.**

Respectfully submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

**COUNTY OF KENDALL ILLINOIS
JUDICIAL LEGISLATIVE COMMITTEE
Courthouse Jury Assembly Room
807 W. John Street, Yorkville IL**

**Wednesday, July 27, 2016
Meeting Minutes**

Call to Order

The Judicial Legislative Committee was called to order by Committee Chair Matthew Prochaska at 3:00p.m.

Roll Call

Committee Members Present: Dan Koukol - present, Matthew Prochaska – here, Judy Gilmour - here

Committee Members Absent: John Purcell

Others Present: Vicky Chuffo, Robyn Ingemunson, Judge Tim McCann, Tina Varney, Eric Weis, Jeff Wilkins

Approval of Agenda – Member Koukol made a motion to approve the agenda, second by Member Gilmour. **With all in agreement, the motion carried.**

Approval of Minutes – Member Gilmour made a motion to approve the May 25, 2016 minutes, second by Member Koukol. **Minutes approved with all in agreement.**

Member Davidson entered the meeting at 3:14p.m.

Status Reports

Circuit Clerk – Robyn Ingemunson said reviewed their case statistics and said they are on track compared to last year for case filings through July 27, 2016.

Courthouse – Judge McCann reported they are contemplating entering into an agreement with the Bankruptcy Court where they will use the Jury Assembly room for one day per week for hearings. They will pay \$350.00 rent per month for room usage. The hearings would occur from 10:00a.m. to 3:00p.m. one-day per week.

Judge McCann provided an update on the mural work, and said that the artist would like to have a formal unveiling of the mural. Judge McCann would like to have the unveiling and a small reception on October 4, 2016 at 4:30p.m. prior to the County Board meeting at 6:00p.m. The Art Guild will be funding the unveiling, and has asked that the building remain unlocked and open to the public and Art Guild members until approximately 8:00p.m. that evening.

Judge McCann also reported that September will be very busy in the courthouse with increased number of Jury Trials, and stated that jury expenses will also increase.

Judge McCann said they met today regarding the video interpretation system. They are not ready to roll it out as yet, but they are close. People throughout the building were exposed to the operation for the system. Judge McCann said that he believes once the system is up and running, he should be able to decrease the budget amount for interpretation. The company will allow us to use an app on an Ipad, tablet, or phone that will allow access to the system without a dedicated computer. Judge McCann said this is a pay as you go system, and will be billed accordingly. After the chief Judge signs the official contract, he anticipates trying the system within a month afterward.

Sheriff's Office/Court Security – No report

Court Services/Probation – Tina Varney reported that they are fully staffed now, and introduced Angela Plaza, the new Adult Supervisor that comes from DuPage County where she worked for many years.

Ms. Varney briefly reviewed the monthly Juvenile Detention report with the committee.

Ms. Varney also reviewed the Cost Savings of their Technology program. Ms. Varney said that not included in the report is the amount of time that officers spend supervising the cases, as well as the on-call money that is paid. Ms. Varney said the two primary positions that monitor the GPS system are also reimbursed through AOIC.

Public Defender – Elizabeth Transier distributed the reports, and said they are slightly under 1000 current cases.

State's Attorney – Mr. Weis said that the committee is aware of the case filings, and that that collective negotiating matters continue.

Legislative Report and Update – Mr. Prochaska informed the committee that not much movement on any bills are expected until after the final budget approval in early 2017.

Old Business - None

New Business

Circuit Clerk Fee Schedule Presentation – Ms. Ingemunson reminded the committee that she sent out fund information in an email in June for the committee to review. Ms. Ingemunson reported on the doc storage and court automation fund forecast for 2016, and said that expenses exceed revenue, primarily because the Board requested some salaries to be taken from these funds.

Ms. Ingemunson said by raising the Court Automation fees by \$10 that revenues would almost double. Judge McCann said that he doesn't see any alternative other than to shift expenses out or increase revenues. Ms. Ingemunson said the fee is paid by the person filing the case, and that most are surprised that Kendall County has one of the lowest fees.

Ms. Ingemunson stated that due to state mandated e-filing requirements, her office will need to reconfigure their office to accommodate printers, scanners, computers for citizens and attorneys that want to e-file.

Member Koukol to increase the Court Automation Revenue fees from \$15 to \$25 per case filing to the County Board for approval, second by Member Prochaska. **There was consensus by the committee to forward this item to the County Board for approval.**

Member Davidson made a motion to increase the Document Storage fee by \$5 per filing to \$25 per document filing to the Board for approval. With members Gilmour and Koukol voting yes, and Members Davidson and Prochaska voting no, here was dead-lock by the committee. **With a dead-lock vote, this motion failed.**

Items for COW – None

Actions Items for County Board

- *Approval of an increase of the Court Automation fee from \$15 to \$25 per case filing*

Public Comments - None

Executive Session – None

Adjournment – A motion was made by Member Koukol, second by Member Gilmour to adjourn the Judicial Legislative Committee at 3:49p.m. **With all in agreement, the meeting adjourned.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Clerk



**KENDALL COUNTY
ANIMAL CONTROL**

Wednesday, July 27, 2016 at 4:30PM

MEETING MINUTES

Call to Order – The meeting was called to order by Committee Chair Jeff Wehrli at 4:30p.m.

Roll Call

Committee Members Present: Jeff Wehrli – here, John Purcell - here, Matthew Prochaska - here, Elizabeth Flowers - present. **With four members present, a quorum was established to conduct committee business.**

Member Cullick arrived at 4:46p.m.

Others present: Laura Pawson, Dr. Gary Schlapp, Jeff Wilkins

Approval of Agenda – Motion made by Member Flowers to approve the agenda, second by Member Prochaska. **With all in agreement, the motion carried.**

Approval of June 22, 2016 Meeting Minutes – Member Prochaska made a motion to approve the minutes from May 18, 2016, second by Member Flowers. **With all present in agreement, the motion carried.**

Census Report – Ms. Pawson reviewed the June census and bite/euthanasia reports with the committee:

<u>DOGS</u>	<u>JUNE</u>	<u>JULY (to-date)</u>
Intakes	20	19
Adopted	7	7
Reclaimed	11	9
Transferred	2	5
Euthanized	1	0
Total Dogs Available for Adoption: 6		Total Unavailable Dogs: 3

<u>CATS</u>	<u>JUNE</u>	<u>JULY (to-date)</u>
Intakes	8	18
Adopted	1	5
Reclaimed	0	1
Transferred	0	8
Euthanized	0	1
Total Cats Available for Adoption: 2 cats		Total Unavailable Cats: 14 cats Kittens: 9 (4 nursing)

Bite Report June Total: 23 20 Dogs 2 Cats 1 Parrot

Visitors June - 115

Upcoming Events/News

August 13 Pet Supplies Plus Adoption Event
August 25 Volunteer Orientation
August 26 WSPY TV 7 Radio featuring an adoptable pet

Continue running weekly Ad for adoptable pets in Record Newspapers

Operations Report

- *Update on one-day July Special Event and 50/50 Sponsorship* – Ms. Pawson gave a report on the “Clear the Shelter” special event on July 23, 2016, five dogs, 1 cat and 5 kittens were adopted. Ms. Pawson said it was a very successful event, and that they will be holding this event again next year.

Accounting Report – Jeff Wilkins reviewed the monthly financial report with the committee, and stated that it was another good month, for revenues although slightly behind from last year.

New Business

- *Authorize Application for Trailer Permit* – Mr. Wilkins stated that if the committee plans to move forward with the trailer purchase, that he will need to apply to Yorkville for a permit. There was consensus by the committee to proceed with obtaining the permit from the City of Yorkville.
- *Recommend Board Approval of Trailer Lease* – Member Wehrli stated that they have been working with Acton Motor for a few months, and that he, Laura Pawson, Jim Smiley and Jeff Wilkins made a trip to the vendor and chose the trailer that would fit the needs of Animal Control. Mr. Wehrli said that the trailer chosen is 10 x 36 feet, and they are able to remove the tires/axels and lower it enough to the ground for ADA access. Mr. Wehrli said that it will cost approximately \$750.00 to have the trailer positioned as desired. Mr. Wehrli reviewed the overall costs for leasing the trailer, stating the one-year lease total of \$4,905.25 that would be due when lease is signed.

There was consensus by the committee to have Jeff Wehrli and Jeff Wilkins to sign the lease/contract for this trailer.

Member Cullick made a motion to forward to the County Board the Approval of Trailer Procurement, second by Member Flowers. **With all members present voting aye, the motion carried.**

- *Review SOP regarding Medical Care Fund* – Mr. Wilkins reviewed the Medical Care Fund verbiage with the committee, and the purpose and directive of the usage of the fund.
- *Review Job Descriptions* – Mr. Wilkins stated that these job descriptions were presented to the State’s Attorney’s office for review, and that their recommendations are now being sent to Administrative Services. **There was consensus by the committee to wait to review the job descriptions until the suggested revisions are completed.**

Other Business – Member Wehrli said that he was contacted by a citizen from Boulder Hill (unincorporated Kendall County), complaining about cats running at large throughout the community. The citizen asked why Kendall County isn’t monitoring and controlling these cats.

Dr. Schlapp provided background on this ongoing issue for the past 20 years. Dr. Schlapp said that tagging, spaying/neutering isn’t required, and that we would not have the room, resources or workers to monitor or maintain these animals.

Laura Pawson said that the state law does not require cats to be leashed or kept on owner property. Ms. Pawson stated that it’s up to the municipality to pass ordinances governing at-large cats in their jurisdiction, but there are no state laws or ordinances for the County requirements.

Public Comment – None

Executive Session – Member Purcell made a motion to enter into Executive Session for the purpose of the review of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, 5ILCS 120-2 (1), second by Member Prochaska.

Roll Call: Member Flowers - aye, Member Purcell - yes, Member Prochaska – yes, Member Cullick – yes, Member Wehrli – yes. **With all members present in agreement, the committee entered into Executive Session at 5:30p.m.**

Motion made by Member Purcell, second by Member Prochaska to forward to the County Board the approval of the release the Executive Session minutes from September 17, 2014. **With all members present voting aye, the motion carried.**

Motion made by Member Flowers, second by Member Purcell to reconvene in Open Session. **With all members voting aye, the committee reconvened in Open Session at 5:35p.m.**

Action Items for the County Board

- *Approval of Trailer Procurement*
- *Approval of the release the Executive Session minutes from September 17, 2014*

Adjournment – Member Prochaska made a motion to adjourn the meeting, second to the motion by Member Flowers. **With all in agreement, the meeting was adjourned at 5:38p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Clerk

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
Monday, July 18, 2016
Meeting Minutes

CALL TO ORDER

The meeting was called to order by Chair Judy Gilmour at 9:01a.m.

ROLL CALL

Committee Members Present: Judy Gilmour – here, Elizabeth Flowers – present, Matthew Prochaska – here

Dan Koukol arrived at 9:03a.m.

John Purcell arrived at 9:07a.m.

Elizabeth Flowers left the meeting at 10:39a.m.

Others Present: Megan Andrews, Aaron Rybski, Dr. Amaal Tokars and Jeff Wilkins

APPROVAL OF AGENDA –Member Flowers made a motion to approve the agenda, second by Member Prochaska. **With all members present in agreement, the motion carried.**

APPROVAL OF MEETING MINUTES – Member Prochaska made a motion to approve the meeting minutes from June 20, 2016, second by Member Flowers. **With all members present voting aye, the motion carried.**

STATUS REPORTS

- **Health Department** – No report
- **Kendall County Soil and Water District** – Megan Andrews provided a resource packet including the U.S. Drought Monitor and Water Conservation measures. Ms. Andrews also briefly informed the committee about:

Farm Camp was held in June, and was very successful. They have received requests to expand the camp for additional days, and they are currently in discussions about expansion of the camp next year.

Summer Ag Institute – Jenny Wold is with a group of other teachers for Summer Ag Institute. Today is Kendall County Day with a tour of the Fox Valley Winery vineyard looking at local Agriculture, Food to Table, Aqua-Culture and locally sourced products and items. The day will end with dinner at the Fox Valley Winery.

Ms. Andrews reported that they are busy with Kendall County Fair preparations for next month's fair. They will be at the fair Thursday through Sunday August 4-7), doing activities focusing on soil and water theme, with ag trivia.

Ms. Andrews has busy doing inter-governmental agreements with IL EPA, Federal Partners, USDA addressing some of their farm bill workload.

KCSW wrapped up their fiscal year in June, and are currently preparing the 2017 budget amendments.

Oil Recycling event in June, where they picked up over 1200 gallons of used oil, and two hundred gallons of anti-freeze and a large recycle bin full of used oil filters as well.

- **Water Related Groups** – Jeff Wilkins reported that Michael Gohrs (PBZ intern) attended the Technical meeting of the NWPA. Mr. Wilkins reported that Gohrs has some experience in the water area and did a college project in Mexico studying ceramic water filters in the recent past.

Mr. Wilkins stated that the City of Aurora experienced additional bacteria in the river forcing them to use more well, and giving notice to the other communities. Mr. Wilkins stated that it was a natural occurring bacteria, that could not be filtrated and has to be diluted.

Ms. Andrews reported that a Fox River Study Group has recently set-up a new monitoring location further upstream and is doing daily monitoring. Ms. Andrews will research the group's activities and frequency of river testing and provide additional information to the committee.

OLD BUSINESS

- *Review of Food Protection Ordinance* – Dr. Tokars said that the original request to review the ordinances came as a result of the Admin HR Committee's desire for the County Board to have final authority of the approval of all fees. Dr. Tokars said that in order to proceed with the approval process the State's Attorney's Office advised the Health Department to review the ordinances. Aaron Rybski and his staff reviewed the three ordinances for accuracy and updated them for compliance with state code, modern and regional practices, and current business appropriateness.

A work group Dr. Tokars, Judy Gilmour, Scott Gryder, Aaron Rybski, Steve Curatti, Brian Holdiman, Jeff Wilkins and Becki Rudolph then met to ensure that we were concurring with the elements of the three ordinances before review by the State's Attorney's Office, Planning, Building and Zoning Committee, Health & Environment Committee, State Health Department, and to the County Board for approval.

Aaron Rybski explained that the black print in the draft ordinances is existing language, the red is stricken and the blue are the additions.

Discussion on the dates of April 1 through March 31 for the permits/renewal. Aaron Rybski stated that this is a good time of the year for Facilities and the Health Department to send renewal notices in February, and then to apply for the annual renewal of permits by April 1st. Discussion on the administration of permit renewals and the pro-ration of the renewal fee. Mr. Rybski said that the pro-ration information is spelled out in the fee schedule documentation.

Member Prochaska asked why the menu is needed from the restaurants being inspected. Mr. Rybski explained that the menu plays into the amount of the complexity of the process. They use the menu to determine how food is prepared, if it's cooled, reheated, etc. and that puts it into different risk categories, and helps to determine if there is adequate and proper equipment being used and that then ensures the facility is in compliance with state code on food preparation and safety.

Member Prochaska asked about Inspection Frequency, what are the IDPH grant rules, how often do they change and why the rules aren't spelled out in the ordinance regarding inspection frequency.

Mr. Rybski explained that the grant rules don't change often regarding inspection frequency, and is very much industry standards. Dr. Tokars stated that they could have a reference to the section in the ordinance that points to the requirements of the Health Department as to the inspection frequency.

Member Purcell emphasized his concerns and said that we have a responsibility to make this process user-friendly for our citizens and that we need to remember that not everyone used or wants to use technology when completing applications, etc. Mr. Purcell said that these ordinances should reflect as much information as possible to make it as simple as possible for the applicant without all of the references and need to go to different links.

Member Purcell asked why the Illinois Food Service Sanitation Code is not clearly included with the ordinance for easier reference by the applicant, that isn't using technology to complete the application. Mr. Purcell stated that there are many who will want hard paper copies versus an online copy. Mr. Rybski said that the process is a very active process where his staff works directly with the applicants, and are involved in plan reviews and everything to help them get started and operational. Mr. Rybski said that the State Code is the document that is a very accessible document that the applicants are actively working

with routinely. Dr. Tokars stated that the link is reference throughout the document, and that the Health Department has a live hyperlink to the code.

Member Purcell asked about temporary food event vendors and the process for their temporary permits. Mr. Rybski stated that the temporary food permit process is much simpler, and that his staff works diligently with each vendor in ensuring the ease of the application process and compliance when selling their food.

Discussion on types of violations, the distinction between minor violations that are tertiary to food-borne illness, and the critical violations that directly influence food-borne illness, and unclean and overflowing dumpsters.

Dr. Tokars reminded the committee that the county ordinance is secondary to the state code, and that a copy of the state code is provided to each applicant.

After the committee reviewed the ordinance, they suggested the following additions/corrections:

- a. In the title of the Ordinance the word “*Food*” is misspelled
- b. Section 1, “*therefore be it resolved*” should read, *therefore be it ordained*”, and that this verbiage should be changed in all three ordinances
- c. Section 4 A – Member Purcell stated there was a problem with the sentence “*Approval granted to operated contingent on other relevant required local approvals*” that needs to be corrected or removed
- d. Include verbiage for different distinctions of charging for food, potlucks, open public program with refreshments, and when you are subject to the state code
- e. Section 6, C – Leave in the phrase “for cause” in the sentence “A food handling permit may be suspended *for cause* pending revocation
- f. Section 5, B – Identify the number of inspections of each risk category/violation in the ordinance (list as see attachment A), provide a hard-copy of the chart with each paper copy of the application, and a hyperlink to the chart on the online version of the application
- g. Section 8, Fees – Fee schedule not included in ordinance because it is subject to change

Member Koukol requested that a final draft of all three ordinances come back to the Health & Environment committee after they have been reviewed by the State's Attorney's office. Member Gilmour stated that following complete of the SAO review, the ordinances will be reviewed by the PBZ Committee, State Health Department and then to the County Board for approval.

- *Review of Onsite Wastewater Treatment System Ordinance* – Item tabled until the August 15, 2016 meeting
- *Review of Water Supplies Ordinance* – Item tabled until the August 15, 2016 meeting

NEW BUSINESS - None

CHAIRMAN'S REPORT – No report

PUBLIC COMMENT – None

ACTION ITEMS – None

EXECUTIVE SESSION – None Needed

ADJOURNMENT - Member Purcell made a motion to adjourn the meeting, second by Member Prochaska. **The meeting was adjourned at 10:49a.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary