

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, May 21, 2019 at 9:00 a.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of County Board Minutes from April 16, 2019
5. Approval of Agenda
6. Special Recognition
 - A. Deputy Commander Joe Gillespie
7. Public Comment
8. Executive Session
9. Old Business
10. New Business
11. Elected Officials Report and Other Department Reports
 - A. Sheriff
 - B. County Clerk
 - C. Treasurer
 - D. Clerk of the Court
 - E. State's Attorney
 - F. Coroner
 - G. Health Department
 - H. Supervisor of Assessments
12. Standing Committee Reports
 - A. Planning, Building & Zoning
 1. Presentation of Historic Preservation Award to Chapel on the Green
 2. Approval of Annual Facility Inspection Report for NPDES Permit for Stormwater Discharges from Separate Storm Sewer Systems (MS4); Filing Fee of \$1,000 to be Paid from Planning, Building and Zoning Department's NPDES Permit Fee Line Item (010-2-002-6367)
 3. Approval of Petition 19-20 Request from the Kendall County Planning, Building and Zoning Committee to Repeal and Replace Kendall County's Junk and Debris Ordinance.
 - B. Law, Justice & Legislation
 1. Approval for Sheriff's Office to Issue Invitation to Bid for Food Service
 2. Approval of Amendment to Agreement with the United States Marshall's Office to provide Housing for Federal Inmates
 3. Approve Resolution Authorizing the Execution of a Mutual Aid Agreement with the Illinois Coroners and Medical Examiner's Association
 - C. Administration/HR
 1. Approval of GIS Cloud Readiness Assessment Contract in an amount not to exceed \$5,000
 2. Approval of Release Admin HR Executive Sessions Minutes from August 28, 2018
 - D. Highway
 1. Approve Preliminary Engineering Services Agreement with Willett Hofmann & Associates, Inc. for a bridge replacement on Caton Farm Road over Aux Sable Creek in an amount not to exceed \$142,421.28; said funds to be taken out of the County Bridge Fund.
 2. Approve Preliminary Engineering Services Agreement with Patrick Engineering, Inc. to design a storm sewer system along Chicago Road in Plattville, IL in an amount not to exceed \$47,499.73; said funds to be taken out of the Transportation Sales Tax Fund.
 - E. Facilities
 1. Approval of the Engineering Proposal from Healey Bender for the Animal Control Facility Upgrade in an amount not to exceed \$16,000.00
 2. Public Safety Center H.V.A.C. project update
 - F. Finance
 1. Approve Claims in an amount not to exceed \$ 1,653,641.47

2. Add Approval of an Ordinance Establishing Civil Fees and Criminal and Traffic Assessments to be Charged by the Clerk of the Circuit Court

3. Approval of the Release of Finance Executive Session Minute Reviews from September 13, 2018 and May 16, 2019

G. Committee of the Whole

1. Approval of the Release of COW Executive Session Minute Reviews from October 11, 2018 and May 16, 2019

H. Standing Committee Minutes Approval

13. Special Committee Reports

A. VAC

B. Kencom

C. UCCI, Other State Associations and Organizations

D. Historic Preservation

E. Juvenile Justice Council

14. Other Business

15. Chairman's Report

Appointments

Terry Olson – KenCom Executive Board (Oswego Police Alternate)

Melissa Maye – Historic Preservation Commission – 3 year term – expires May 2022

Karin McCarthy-Lange – Regional Plan Commission (Oswego Township) – 3 year term – expires 2022

Brian DeBolt (reappointment) – Little Rock Fox Fire Protection District – Expires April 2020

16. Public Comment

17. Questions from the Press

18. Executive Session

19. Adjournment

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

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
April 16, 2019**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, April 16, 2019 at 9:00 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Judy Gilmour, Audra Hendrix, Matt Kellogg, Matt Prochaska, John Purcell and Robyn Vickers. Members absent: Elizabeth Flowers and Tony Giles.

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

THE MINUTES

Member Hendrix moved to approve the submitted minutes from the Adjourned County Board Meeting of 3/19/19. Member Gilmour seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

THE AGENDA

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

SPECIAL RECOGNITION

Former County Board Chairman Anne Vickery thanked John Purcell for all the years he has served. Ms. Vickery spoke about the vote for chairman in 2010 when it was between the two of them and how they came to a compromise. Ms. Vickery recognized some of the things that happened in Mr. Purcell's tenure; including renovations and buildings.

County employees were recognized for their years of service.

BREAK

RECONVENE

NEW BUSINESS

Public Hearing for Public Transportation Financial Assistance under Section 5311

Chairman Gryder opened the public hearing to obtain public comment and consider economic, social, and environmental effects of the Application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. §5311). There were not any comments from the public. The public hearing was closed.

Mutual Ground

Member Hendrix moved to approve the Memorandum of Understanding between Mutual Ground and the Kendall County Sheriff's Office and Kendall County for services to victims of sexual assault who are in custody of the Kendall County Jail in accordance with the Prison Rape Elimination Act (PREA). Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

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

Agreement with Stanard & Associates, Inc.

Member Cesich moved to approve the agreement with Stanard & Associates, Inc. to conduct an assessment for KCSO Operations Sergeant testing, in an amount not to exceed \$7,600. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Chief Deputy Peters informed the board that the body scanner has been installed, the transport van is in and they are working on getting the emergency equipment on it. The Police memorial will be on May 8, 2019.

County Clerk

Revenue Report		3/1/19-3/31/19	3/1/18-3/31/18	3/1/17-3/31/17
Line Item	Fund		Revenue	Revenue
	County Clerk Fees	\$661.50	\$691.00	\$693.00
	County Clerk Fees - Marriage License	\$810.00	\$870.00	\$990.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$30.00
	County Clerk Fees - Misc	\$1,489.00	\$2,138.08	\$2,403.42
	County Clerk Fees - Recording	\$23,483.00	\$22,931.00	\$23,800.00
01010061205	Total County Clerk Fees	\$26,443.50	\$26,630.08	\$27,916.42
01010001185	County Revenue	\$29,991.50	\$30,276.75	\$25,442.50
38010001320	Doc Storage	\$13,615.50	\$13,822.00	\$14,252.00
51010001320	GIS Mapping	\$23,028.00	\$23,344.00	\$24,004.00
37010001320	GIS Recording	\$2,880.00	\$2,918.00	\$2,996.00
01010001135	Interest	\$18.75	\$16.80	\$25.41
01010061210	Recorder's Misc	\$2,826.00	\$2,277.00	\$7,924.00
81010001320	RHSP/Housing Surcharge	\$11,907.00	\$12,438.00	\$12,474.00
37210001575	Tax Certificate Fee	\$1,720.00	\$1,720.00	\$1,720.00
37210001576	Tax Sale Fees	\$220.00	\$731.00	\$60.00
37210001577	Postage Fees	\$143.43	\$453.56	\$39.54
CK # 18672	To KC Treasurer	\$112,793.68	\$114,627.19	\$116,853.87

County Clerk, Debbie Gillette stated that vote by mail ballots will be counted and the election will be finished up by April 23, 2019.

Treasurer

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

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR FOUR MONTHS ENDED 03/31/2019

REVENUES*	Annual Budget	2019 YTD Actual	2019 YTD %	2018 YTD Actual	2018 YTD %
Personal Property Repl. Tax	\$370,000	\$72,171	19.51%	\$86,955	21.74%
State Income Tax	\$2,221,490	\$751,889	33.85%	\$735,833	29.79%

Local Use Tax	\$685,000	\$297,297	43.40%	\$253,616	40.26%
State Sales Tax	\$550,000	\$208,192	37.85%	\$206,320	37.51%
County Clerk Fees	\$325,000	\$89,345	27.49%	\$105,391	26.35%
Circuit Clerk Fees	\$800,000	\$168,249	21.03%	\$201,553	23.71%
Fines & Foreits/St Atty.	\$325,000	\$59,272	18.24%	\$81,844	21.54%
Building and Zoning	\$68,000	\$18,727	27.54%	\$24,339	37.44%
Interest Income	\$150,000	\$94,833	63.22%	\$46,687	53.97%
Health Insurance - Empl. Ded.	\$1,265,420	\$367,853	29.07%	\$365,015	28.09%
1/4 Cent Sales Tax	\$3,105,000	\$1,086,372	34.99%	\$1,056,161	35.80%
County Real Estate Transf Tax	\$425,000	\$110,608	26.03%	\$116,553	26.49%
Federal Inmate Revenue	\$1,618,750	\$645,825	39.90%	\$513,792	61.74%
Sheriff Fees	\$177,340	\$51,544	29.07%	\$59,718	24.37%
TOTALS	\$12,086,000	\$4,022,178	33.28%	\$3,853,777	33.23%
Public Safety Sales Tax	\$5,220,000	\$1,919,414	36.77%	\$1,839,740	36.30%
Transportation Sales Tax	\$5,000,000	\$1,919,414	38.39%	\$1,839,740	38.73%

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

To be on Budget after 4 months the revenue and expense should at 33.32%

County Treasurer Jill Ferko informed the board that she has completed the mandatory Treasurer's training. They are starting to get into the conversion. Conversation was had regarding Raintree.

Clerk of the Circuit Court

Clerk of the Circuit Court Robyn Ingemunson stated that the fines and fees will be changing July 1st and a resolution will be brought forward regarding the changes. AI Smart bench is up and running and they are working with the Union.

State's Attorney

State's Attorney Eric Weis said that the Respect for Law banquet is on May 3rd. There is a community forum at the Plano High School on April 29, 2019 discussing mental health, drugs and vaping regarding teens with a mock teenager's bedroom.

Coroner

Description	**	Month: March (FY 2019)	Fiscal Year-to-Date	March 2018
Total Deaths		21	98	22/102
Natural Deaths		20	94	21/96
Accidental Deaths		0	0	1
Pending		0	0	0
Suicidal Deaths		1	3	0
Homicidal Deaths		0	0	0
Undetermined		0	1	0
Toxicology		1	6	2
Autopsies		1	6	2
Cremation Authorizations		11	45	12/60

Scenes Responded to:	Transported by Coroner's Office:	External Examinations:
2	1	1

PERSONNEL/OFFICE ACTIVITY:

1. On March 5, Coroner Purcell provided a presentation for the Medical Careers class at Yorkville High School.
2. On March 6, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death.
3. On March 7, Chief Deputy Coroner Gotte provided a presentation to the Law Enforcement Class and Health Occupations Class at Indian Valley Vocational Center.
4. On March 11, Coroner Purcell provided a presentation to the Law Enforcement Class at Oswego High School.
5. On March 12, Chief Deputy Coroner Gotte attended training for 'Lost Person Behavior' presented by IL Search and Rescue Council.
6. On March 14, Coroner Purcell provided a presentation for Operation Impact at Oswego East High School.
7. There were a total of 13 community service hours served throughout the month of March.

FINANCIAL ACTIVITY:

1. EXPENSES

1. General Budget Total Expenses: \$6481.49
2. SUDORS Grant Expenditures: \$52.23
3. Death Certificate Surcharge Expenditures: \$372.35
4. Special Fees Expenditures: 761.17

2. REVENUE

1. Special Fees Revenue: \$450.00

Health Department

Dr. Tokars announced that there will be a Solid Waste Planning Committee meeting on May 28, 2019.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti stated that senior paperwork is being turned in.

STANDING COMMITTEE REPORTS

Planning, Building and Zoning

NPDES Annual Report

Member Prochaska moved to approve the proposal from WBK Engineering for work related to the submittal of the annual report for the 2019 NPDES – MS 4 requirements in an amount of \$1,800 plus reimbursable costs (Costs + 10%); related invoices to be paid from Planning, Building and Zoning Department's Consultants line item (010-2-002-6363). Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 19-14 is available in the Office of the County Clerk.

Teska Associates, Inc.

Member Prochaska moved to approve a request from Teska Associates, Inc. to extend the contract for completing the Zoning Ordinance project update (IGAM 18-29 dated October 16, 2018) from March 29, 2019 until June 28, 2019. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Administration/HR

Section 5311 Grant Agreement

Member Gilmour moved to approve the Kendall Area Transit Resolution authorizing the execution and amendment of Section 5311 Grant Agreement. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 19-14 is available in the Office of the County Clerk.

Highway

Approving Low Bids

Member Kellogg moved to approve a resolution approving the low bids from March 29, 2019 letting for road and bridge construction projects on county routes and for those township projects funded with Township MFT Funds. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 19-15 is available in the Office of the County Clerk.

Finance

CLAIMS

Member Kellogg moved to approve the claims submitted in the amount not to exceed \$936,628.39 and Election Judge Pay in the amount of \$43,736.22. Member Hendrix seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$14,046.10, B&Z \$384.90, CO CLK & RCDR \$867.09, ELECTION \$70,608.22, ED SRV REG \$6,247.84, SHRFF \$19,239.25, CRRCTNS \$5,565.21, MERIT \$80.50, EMA \$1,339.38, CRCT CT CLK \$371.18, JURY COMM \$837.84, CRCT CT JDG \$2,636.23, CRNR \$418.98, CMB CRT SRV \$338.70, PUB DFNDR \$1,114.50, ST ATTY \$2,046.63, SPRV OF ASSMNT \$593.23, TRSR \$162.28, PPPOST \$1,155.00, OFF OF ADM SRV \$57.21, CO BRD \$8,631.51, TECH SRV \$7,452.42, FAC MGT UTLTS \$158.94, ECON DEV \$12.22, CO HWY \$16,052.43, CO BRDG \$65,031.82, TRANSPRT SALES TX \$8,923.20, HLTH & HMN SRV \$140,477.23, FRST PRSRV \$1,257.62, ELLIS HS \$1,307.06, ELLIS GRNDS \$50.70, ELLIS RDNG LSSNS \$115.00, SNRSE CNTR \$613.64, ELLIS WDDNGS \$278.11, HOOVER \$1,841.98, ENV ED SCHL \$10.72, ENV ED CMPS \$51.54, ENV ED NTRL BGNNGS \$190.34, ENV ED OTHR PUB PRGMS \$69.03, ENV ED LWS OF NTR \$20.97, NTRL AREA VLNTR \$48.64, GRNDS & NTRL RSRCS \$2,992.49, PCKRLL PGTT FP \$675.52, ANML CNTRL EXPND \$692.19, ANML CNTRL EXPS \$723.34, DRG ABS EXP \$799.99, HIDTA \$51,993.99, CMSRY FND \$872.18, COOK CO REIMB FND \$192.57, AAA TRFFC SFTY EQUIP \$18,000.00, CRT SEC FND \$10,727.93, LAW LBRY FND \$2,998.08, JVNLT JSTC CNCL \$750.00, PRBTN SRV \$2,362.21, GIS \$1,080.00, KAT \$488,716.00, PUB SFTY \$595.92, SHRFF FTA FND \$3,004.61, VAC \$9,003.06, FP BND PRCD \$10,366.00

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

Coroner Claims

Chairman Gryder recused member Purcell from the vote.

Member Kellogg moved to approve the coroner claims in the amount not to exceed \$418.98. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Acceptance of Audit

Member Purcell moved to accept the Audited FY 2017-2018 financial statements and reports by Mack & Associates. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting. **Motion carried.**

Senior Citizen Social Services Levy

Member Purcell moved to approve the resolution establishing distribution of grants from the 2018 payable 2019 Senior Citizen Social Services Levy (a) Community Nutrition Network in an amount not to exceed \$26,546; (b) Fox Valley Older Adult Services in an amount not to exceed \$59,729; (c) Kendall County Health Department in an amount not to exceed \$57,176; (d) Oswegoland Seniors, Inc. in an amount not to exceed \$54,421; (e) Prairie State Legal Services in an amount not to exceed \$9,189; (f) Senior Services Associates, Inc. in an amount not to exceed \$124,562; and (g) VNA Health Care in an amount not to exceed \$10,210. Member Hendrix seconded the motion.

Member Purcell explained that they took last year's amounts and increased it by 2.1%. One entity received more than they requested.

Chairman Gryder asked for a roll call vote on the motion. All members present voting except Prochaska who voted nay. **Motion carried 7-1.**

A complete copy of Resolution 19-16 is available in the Office of the County Clerk.

Abating the Taxes Levied

Member Purcell moved to approve the ordinance abating the taxes levied for the year 2018 payable 2019 to pay debt service on General Obligation Bonds (Alternate Revenue Source) Series 2010, 2011, 2016 and 2017 for the County of Kendall, Illinois. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting. **Motion carried.**

A complete copy of Ordinance 19-08 is available in the Office of the County Clerk.

STANDING COMMITTEE MINUTES APPROVAL

Chairman Gryder spoke to the Admin/HR minutes from April 1, 2019 regarding the item that the State's Attorney not being inclined to send staff to the Admin HR Meetings even if it is moved to during the work day. State's Attorney Weis stated that they are not unwilling to attend, with limited resources they would like to know what the need or assistance that is required to make best use of resources.

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

Member Prochaska asked that the Planning, Building and Zoning minutes from April 8, 2019 under the Update on Zoning Violation at 790 Eldamain Road be amended to change the word consensus to majority of the Committee was to grant the property owner a one (1) month extension.

SPECIAL COMMITTEE REPORTS

UCCI, Other State Associations and Organizations

Member Prochaska stated that the next UCCI meeting is May 20, 2019. ISACo is keeping track of state legislation; HB3596 there is opposition to this because powers would be taken from the County Board and given to the County Chairman.

Historic Preservation

County Administrator Scott Koeppel reported that they are continuing to work on the ordinance and have approved a plaque for the historic preservation award winner for this year.

Juvenile Justice Council

Member Gilmour stated that they are gearing up for the SKY race on April 27, 2019.

Chairman's Report

Member Kellogg moved to approve the appointments. Member Purcell seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Appointments

Elizabeth Holmberg – 708 Mental Health Board - 4 year term – Expires February 2023

Jon Conover – 708 Mental Health Board – 4 year term – Expires April 2023

Lynn Cullick – Board of Health – 3 year term – Expires April 2022

Scott Cryder – Lisbon-Seward Fire District – 3 year term – Expires April 2022

QUESTIONS FROM THE PRESS

Jim Wyman from WSPY asked what the presentation that was made by the Finance Committee to the Health Department was, a copy will be provided to him. Mr. Wyman asked the amount abated on taxes. Which one of the Senior Services got more than was asked for on the senior levy, the Health Department received more.

ADJOURNMENT

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

Approved and submitted this 17th day of April, 2019.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

Kendall County Clerk				
Revenue Report		4/1/19-4/30/19	4/1/18-4/30/18	4/1/17-4/30/17
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$707.00	\$739.50	\$701.00
	County Clerk Fees - Marriage License	\$1,320.00	\$1,200.00	\$1,050.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
	County Clerk Fees - Misc	\$1,803.50	\$1,797.00	\$1,337.00
	County Clerk Fees - Recording	\$24,460.00	\$24,190.00	\$24,097.00
01010061205	Total County Clerk Fees	\$28,290.50	\$27,926.50	\$27,185.00
01010001185	County Revenue	\$42,870.25	\$31,164.75	\$32,860.00
38010001320	Doc Storage	\$14,254.00	\$14,662.50	\$14,131.00
51010001320	GIS Mapping	\$24,074.00	\$24,750.00	\$23,788.00
37010001320	GIS Recording	\$3,010.00	\$3,096.00	\$2,970.00
01010001135	Interest	\$18.24	\$18.48	\$20.97
01010061210	Recorder's Misc	\$3,125.25	\$4,031.25	\$3,573.50
81010001320	RHSP/Housing Surcharge	\$12,726.00	\$13,311.00	\$12,618.00
37210001575	Tax Certificate Fee	\$1,280.00	\$1,200.00	\$1,640.00
37210001576	Tax Sale Fees	\$40.00	\$25.00	\$30.00
37210001577	Postage Fees	\$0.00	\$0.00	\$0.00
CK#18698	To KC Treasurer	\$129,688.24	\$120,185.48	\$118,816.47
Death Certificate Surcharge sent from Clerk's office \$1,052.00 ck # 18696				
Dom Viol Fund sent from Clerk's office \$220.00 ck #18697				

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

Kendall County General Fund

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

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2019 YTD Actual</u>	<u>2019 YTD %</u>	<u>2018 YTD Actual</u>	<u>2018 YTD %</u>
Personal Property Repl. Tax	\$370,000	\$155,790	42.11%	\$159,667	39.92%
State Income Tax	\$2,221,490	\$993,979	44.74%	\$948,769	38.41%
Local Use Tax	\$685,000	\$349,868	51.08%	\$301,384	47.84%
State Sales Tax	\$550,000	\$236,419	42.99%	\$236,555	43.01%
County Clerk Fees	\$325,000	\$115,789	35.63%	\$132,021	33.01%
Circuit Clerk Fees	\$800,000	\$241,797	30.22%	\$274,282	32.27%
Fines & Foreits/St Atty.	\$325,000	\$79,686	24.52%	\$116,080	30.55%
Building and Zoning	\$68,000	\$26,051	38.31%	\$30,976	47.66%
Interest Income	\$150,000	\$123,602	82.40%	\$76,275	88.18%
Health Insurance - Empl. Ded.	\$1,265,420	\$464,190	36.68%	\$456,294	35.11%
1/4 Cent Sales Tax	\$3,105,000	\$1,284,579	41.37%	\$1,267,408	42.96%
County Real Estate Transf Tax	\$425,000	\$140,599	33.08%	\$146,830	33.37%
Federal Inmate Revenue	\$1,618,750	\$645,825	39.90%	\$642,712	77.23%
Sheriff Fees	\$177,340	\$70,457	39.73%	\$75,500	30.82%
TOTALS	\$12,086,000	\$4,928,631	40.78%	\$4,864,753	41.94%
Public Safety Sales Tax	\$5,220,000	\$2,266,475	43.42%	\$2,202,012	43.45%
Transportation Sales Tax	\$5,000,000	\$2,266,475	45.33%	\$2,202,012	46.36%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 5 months the revenue and expense should at 41.65%

EXPENDITURES

All General Fund Offices/Categories

\$28,587,023	\$10,242,384	35.83%	\$10,876,234	38.12%
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Description	**	Month: April (FY 2019)	Fiscal Year-to- Date	April 2018
Total Deaths		21	119	20/122
Natural Deaths		20	114	18/115
Accidental Deaths	**	1	1	0
Pending		0	0	2
Suicidal Deaths		0	3	0
Homicidal Deaths		0	0	0
Undetermined		0	1	0
Toxicology		2	8	3
Autopsies		2	8	3
Cremation Authorizations		11	67	15/75
Scenes Responded to:		Transported by Coroner's Office:		External Examinations:
4		3		2
** Accidental - April 11, 2019, 33-year-old, white, male, Newark, Fentanyl Intoxication				

PERSONNEL/OFFICE ACTIVITY:

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

FINANCIAL ACTIVITY:

1. EXPENSES

1. General Budget Total Expenses: \$1,153.98
2. SUDORS Grant Expenditures: \$47.87
3. Death Certificate Surcharge Expenditures: \$56.99
4. Special Fees Expenditures: \$0.00

2. REVENUE

1. Special Fees Revenue: \$450.00

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Office Building

Rooms 209 & 210

111 W. Fox Street, Yorkville, Illinois

6:30 p.m.

Meeting Minutes of May 13, 2019 – Unofficial until approved

CALL TO ORDER

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

ROLL CALL

Committee Members Present: Elizabeth Flowers, Matt Kellogg (Vice-Chairman), John Purcell (arrived @ 6:40 p.m.), and Matthew Prochaska (Chairman)

Committee Members Absent: Judy Gilmour

Also Present: Matt Asselmeier (Senior Planner), Ruth Ann Sikes, Part Time Office Assistant (Zoning), Judy Bush, Virginia Lake, Boyd Ingemunson, Joe Clark, Jim Williams and Greg Stromberg

APPROVAL OF AGENDA

Member Flowers made a motion, seconded by Member Kellogg, to approve the agenda with a change of moving the April 30, 2019 Email regarding Anderson Tree Farm to after the second item of New Business. With a voice vote of three (3) ayes, the motion carried unanimously.

APPROVAL OF MINUTES

Member Kellogg made a motion, seconded by Member Flowers, to approve the minutes of the April 30, 2019, meeting with the amendment of changing the time in the heading from 6:30 p.m. to 8:00 a.m. With a voice vote of three (3) ayes, the motion carried unanimously.

EXPENDITURE REPORT

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

PUBLIC COMMENT:

Jim Williams would like to see increased enforcement of violations in Boulder Hill. Brian Holdiman does the best he can but fines are not placed on violations. He would like to see greater cooperation between the County and Oswego Township on code enforcement.

Member Purcell arrived at this time (6:40 p.m.).

Judy Bush agreed with Mr. Williams. She felt the current ordinances were not enforced.

Virginia Lake echoed the comments of Mr. Williams and Ms. Bush. They can't walk down their sidewalks because of all the campers and trucks.

PETITIONS

Petition 19-07 Kendall County Planning, Building and Zoning Committee

Mr. Asselmeier summarized the request.

At the January Planning, Building and Zoning Committee meeting, the Committee requested Staff to prepare a proposed text regarding Section 11.05A of the Kendall County Zoning Ordinance pertaining to the parking of recreation vehicles, trailers and mobile homes.

The proposal is divided into three (3) parts:

Part One: Amends Section 11.05A.1.b by allowing the parking of recreational vehicles, trailers and mobile homes in the front and corner yard setbacks in the R-4, R-5, R-6, and R-7 Zoning Districts provided that no sidewalk, trail, or visibility of motorists is blocked. The remainder of Section 11.05.A.1.b is renumbered to reflect the amendment.

Part Two: The requirement that certain recreational vehicles be registered is removed because the proposal renders the registrations moot. Five (5) recreational vehicles were registered with the County.

Part Three: Section 11.05.A.2 is amended by removing the seventy-two (72) hour parking provision. The remainder of Section 11.05.A.2 is renumbered to reflect the amendment.

At their meeting on February 11, 2019, the Planning, Building and Zoning Committee voted to initiate a text amendment to the Kendall County Zoning Ordinance reflecting this proposal.

ZPAC reviewed this proposal at their meeting on March 5, 2019. ZPAC unanimously recommended approval.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on March 27, 2019. The Kendall County Regional Planning Commission unanimously recommended approval.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on April 1, 2019. Three (3) members of the public testified in opposition to this proposal. Their concerns focused on code enforcement and the negative impacts to the aesthetics of the neighborhood if the proposal passed. One (1) of the members of the public requested that Kendall County adopt regulations similar to the Village of Oswego's regulations on this matter. The Kendall County Zoning Board of Appeal unanimously issued a negative recommendation of the proposal. Members voted no because they felt that Boulder Hill would turn into a trailer park and housing values would be depressed because the neighborhood would look bad. Also, just because an ordinance is difficult to enforce, does not mean that the ordinance should be repealed.

The proposal was sent to the townships on March 4, 2019. On April 10, 2019, Oswego Township sent a letter of objection regarding the proposal. Oswego Township would like to see Kendall County adopt similar regulations as the Village of Oswego, if allowed by State law. Oswego Township does not have a Planning Commission, so their objection does not trigger a supermajority vote at the County Board for approval of this proposal.

It was the consensus of the Committee that the rules for the Village of Oswego and the Village of

Montgomery should be examined pertaining to fees and enforcement.

Member Flowers made a motion, seconded by Member Kellogg, to withdraw Petition 19-07 in its current form.

The votes were as follows:

Yeas (4): Flowers, Kellogg, Prochaska, and Purcell

Nays (0): None

Abstain (0): None

Absent (1): Gilmour

The motion carried. The Petition was withdrawn.

Petition 19-08 – Daniel, Bruce, and Norma Van Deventer and Deborah Hull on Behalf of the Wilbur C. VanDeventer Trust (Current Owner) and Diane and Craig Zimmerman (Prospective Buyer)

Mr. Asselmeier summarized the request.

Diane and Craig Zimmerman would like to purchase the subject property and construct a single-family home on the property and operate a home-based business as allowed by the Kendall County Zoning Ordinance. The property lacks a housing allocation. Therefore, a map amendment is required.

The property is approximately fifteen (15) acres in size.

The Land Resource Management Plan calls for the property to be residential.

Trails are planned along Galena Road and along Blackberry Creek. Blackberry Creek runs through the property and development can occur only the south portion of the property is outside the floodplain. There is a freshwater emergent wetland on the northwest side of the property.

The zoning in the area is A-1 and R-3 with Yorkville and Montgomery having zoning within a half (1/2) mile of the property.

EcoCat was submitted and consultation was terminated.

The LESA Score was 129 indicating a low level of protection.

Petition information was sent to Bristol Township on February 25, 2019. Bristol Township did not provide any comments.

Petition information was sent to the Village of Montgomery on February 25, 2019. They submitted no objections.

Petition information was sent to the United City of Yorkville at the end of February. The subject property is across the street from Yorkville, but is in Montgomery's planning jurisdiction. Yorkville submitted no objections.

Petition information was sent to the Bristol-Kendall Fire Protection District on February 25, 2019.

ZPAC reviewed this petition at their meeting on March 5, 2019. The Kendall County Highway Department requested a site plan showing the location of the proposed driveway for the house. It was noted that a variance would be required to the Kendall County Highway Regulations, if the Petitioner desired more than a right-in, right-out point of ingress/egress. ZPAC unanimously recommended approval of the request.

The Kendall County Regional Planning Commission reviewed this petition at their meeting on March 27, 2019. A neighbor questioned why the property needed to be rezoned. Mr. Asselmeier explained Kendall County's forty (40) acre rule and housing allocation rules in agricultural areas. The address of the property required clarification. The Kendall County Regional Planning Commission unanimously recommended approval of the request.

The Kendall County Zoning Board of Appeals held a public hearing on this petition on April 1, 2019. Other than the Petitioner's Attorney, no other members of the public testified in favor or in opposition to the proposal. The Kendall County Zoning Board of Appeals unanimously recommended approval of the request.

Any new homes or accessory structures would be required to meet applicable building codes.

The property fronts Galena Road. Staff has no concerns regarding the ability of Galena Road to support the proposed map amendment. A variance to the Kendall County Highway Access Regulation Ordinance will be required, if the Petitioner desired more than a right-in, right-out point of ingress/egress. At their meeting on March 19, 2019, the County Board approved an ordinance granting access onto Galena Road at the subject property.

No new odors are foreseen.

Any new lighting would be for residential use only and must be in compliance with the regulations related to home occupations contained in the Zoning Ordinance.

No fencing or buffer is presently planned for the property.

Any new homes constructed in the floodplain would have to secure a stormwater permit.

Electricity is nearby. New well and septic information would have to be evaluated as part of the building permit process.

Staff recommends approval of the proposed map amendment.

Member Purcell asked if the board had voted on this proposal previously. Member Kellogg said it was for a driveway variance.

Member Purcell asked if the Petitioner knew there was going to be some major highway work in that area. The Petitioner's Attorney responded that they were aware that improvements were planned in the area.

Member Purcell made a motion, seconded by Member Kellogg, to recommend approval of the Map Amendment.

The votes were as follows:

Yeas (4): Flowers, Kellogg, Prochaska, and Purcell
Nays (0): None
Abstain (0): None
Absent (1): Gilmour

The motion carried. This proposal will go to the County Board on May 21st.

NEW BUSINESS

Discussion of SB7

The Committee discussed SB7.

Chairman Prochaska asked the committee to go through the information at their convenience.

Mr. Asselmeier asked if a template ordinance would be developed by the Illinois Municipal League or Counties' Association. Chairman Prochaska said that he believed the Counties' Association would be doing a template ordinance.

Request for Guidance Regarding Alleged Stormwater Ordinance Violation at 508 W. Route 126 (Anderson Tree Farm)

Mr. Asselmeier presented information regarding the request.

Karen Anderson presented pictures of the flooding from last year and stated they did not raise the ground level two feet.

Joe Clark presented pictures of flood near his house. He also stated the Anderson's have raised the level of the land approximately two feet (2'). He was looking for some help with the problem because of water in his basement.

The Committee discussed many ways of fixing the problem. The Committee requested Ken Hostert, Na-Au-Say Township Highway Commission, to attend a future meeting.

CORRESPONDENCE:

April 30, 2019 Email from Anderson Tree Farm Regarding Special Use Permit Application

Mr. Asselmeier read the correspondence. They have taken the pictures down from the website and they will not be applying for the special use permit.

NEW BUSINESS

Recommendation on Annual Facility Inspection Report for NPDES Permit for Stormwater Dishcharges from Separate Storm Sewer Systems (MS4)

Member Purcell asked if this was a follow up. Mr. Asselmeier said it was the Annual Report. The Annual Report was basically the same as last year's report and the filing fee is in the Department's budget.

Member Purcell made a motion, seconded by Member Kellogg, to forward the Annual Report to

the County Board.

The votes were as follows:

Yeas (4): Flowers, Kellogg, Prochaska, and Purcell
Nays (0): None
Abstain (0): None
Absent (1): Gilmour

The motion carried. This matter will go to the County Board May 21st.

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

Chairman Prochaska stated he did not believe that a second meeting was needed.

OLD BUSINESS

Update on Zoning Violation at 45 Cheyenne Court

Greg Stromberg provided an update. He hopes to complete the project by August 1st or September 1st. An update will be provided around July 1st.

Discussion of Land Cash Ordinance

Mr. Asselmeier summarized.

It was the consensus of the Committee that the weighted average of all lot sales for the entire county should be used as the fair market value. This would set the fair market value at Forty-Seven Thousand One Hundred Twenty-One Dollars (\$47,121). Staff will bring a proposal reflecting this fair market value to the next meeting.

Discussion of Junk and Debris Ordinance Update

Mr. Asselmeier provided an Update.

Member Purcell stated he had concerns about the subjectivity of junk and debris near commercial establishments.

The consensus of the Committee was to exempt commercial and manufacturing zoned properties where lawful businesses are operating and to send the revised proposal to the Committee of the Whole.

Zoning Ordinance Project Update

Chairman Prochaska requested Staff to inform Teska Associates that no additional extension will be given on the deadline for the project.

REVIEW OF THE VIOLATION REPORT

The Committee reviewed the violation report.

Update on Zoning Violation at 790 Eldamain Road

Additional fencing has been added and the property owners' attorney believes fencing should be completed in the next few weeks.

Approval to Forward Violation of Stormwater Ordinance at 84 Woodland Drive, Plano to the State's Attorney's Office

Mr. Asselmeier summarized the case.

In July 2018, the Kendall County Planning, Building and Zoning Department received a complaint of dumping at 84 Woodland without a permit. On July 25, 2018, an inspection occurred at the property and the determination was made that a permit was required because the dumping impacted a natural waterway. On November 10, 2018, the property owner paid for a stormwater management permit, but did not provide any information on the amount of dirt placed onsite or future plans for the property.

The property owner has two (2) options. He can dump more dirt if he provides a plan, topographic survey, and engineering calculations. This option requires the owner to know how much dirt he intends to haul onto the site. The second option is leaving things "as-is" which requires the owner to get a topographic survey and get an engineer to certify that the fill had not impact on the waterway.

On March 13, 2019, the owner was sent a certified letter explaining his options. On April 9, 2019, the owner requested, the Department granted, an extension until April 30, 2019.

A landscaping business is not allowed on the subject property.

Staff requests guidance as to how to proceed. This guidance could include forwarding the case to the State's Attorney's Office.

Chairman Prochaska made a motion, seconded by Member Flowers, to forward this violation to the State's Attorney's Office.

The votes were as follows:

Yeas (3): Flowers, Kellogg, and Prochaska

Nays (1): Purcell

Abstain (0): None

Absent (1): Gilmour

The motion carried.

REVIEW NON-VIOLATION COMPLAINT REPEORT

None

UPDATE FROM HISTORIC PRESERVATION COMMISSION

A plaque will be presented to the Chapel on the Green for Preservation of a Commercial Structure at the next County Board meeting.

REVIEW PERMIT REPORT

The Committee reviewed the permit report.

REVIEW REVENUE REPORT

The Committee reviewed the revenue report.

CORRESPONDENCE

May 3, 2019 Letter from IDOT Regarding Noise Traffic Study on Routes 47 and 30

Mr. Asselmeier read the correspondence.

Member Purcell asked the location of the study area along Route 47. Mr. Asselmeier read the study area location. Mr. Asselmeier did not know when the noise walls would be installed.

PUBLIC COMMENT

Jim Williams complimented the Committee on their activities.

COMMENTS FROM THE PRESS:

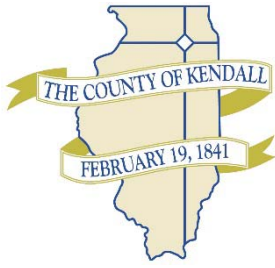
None

ADJOURNMENT

Member Flowers made a motion, seconded by Member Purcell, to adjourn. With a voice vote of four (4) ayes, the motion carried unanimously. Chairman Prochaska adjourned the meeting at 7:45 p.m.

Minutes prepared by Ruth Ann Sikes, Part Time Office Assistant

Enc.



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning Committee

Meeting Date: May 13, 2019

Amount: \$1,000

Budget: Yes - Planning, Building and Zoning Department NPDES Permit Fee Line Item (010-2-002-6367)

Issue: Approval of Annual NPDES Report

Background and Discussion:

Kendall County is required to submit certain documents annually as required by its NPDES Permit. In April, the County Board approved a contract with WBK Engineering to complete the annual report. Attached please find the proposed annual report.

The 2019 annual report is similar to the 2018 annual report. A survey was distributed to each township supervisor in 2018 regarding the County's stormwater related activities; only one township completed the survey. The survey was the only new or different activity that the County did in 2018.

The report is due to the State by June 1st. There is a \$1,000 submittal fee, which has been unchanged for several years.

Committee Action:

Forward to the County Board

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning Department

Date: May 14, 2019



Illinois Environmental Protection Agency

Bureau of Water • 1021 N. Grand Avenue E. • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Division of Water Pollution Control ANNUAL FACILITY INSPECTION REPORT

for NPDES Permit for Storm Water Discharges from Separate Storm Sewer Systems (MS4)

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Compliance Assurance Section at the above address. Complete each section of this report.

Report Period: From March, 2018 To March, 2019

Permit No. ILR40 0261

MS4 OPERATOR INFORMATION: (As it appears on the current permit)

Name: Kendall County Mailing Address 1: 111 West Fox Street
Mailing Address 2: _____ County: Kendall
City: Yorkville State: IL Zip: 60560 Telephone: 630-553-4150
Contact Person: Matthew Asselmeier Email Address: masselmeier@co.kendall.il.us
(Person responsible for Annual Report)

Name(s) of governmental entity(ies) in which MS4 is located: (As it appears on the current permit)

Kendall County

THE FOLLOWING ITEMS MUST BE ADDRESSED.

A. Changes to best management practices (check appropriate BMP change(s) and attach information regarding change(s) to BMP and measurable goals.)

- | | | | |
|----------------------------------------------|--------------------------|-------------------------------------------|--------------------------|
| 1. Public Education and Outreach | <input type="checkbox"/> | 4. Construction Site Runoff Control | <input type="checkbox"/> |
| 2. Public Participation/Involvement | <input type="checkbox"/> | 5. Post-Construction Runoff Control | <input type="checkbox"/> |
| 3. Illicit Discharge Detection & Elimination | <input type="checkbox"/> | 6. Pollution Prevention/Good Housekeeping | <input type="checkbox"/> |

B. Attach the status of compliance with permit conditions, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, and your identified measurable goals for each of the minimum control measures.

C. Attach results of information collected and analyzed, including monitoring data, if any during the reporting period.

D. Attach a summary of the storm water activities you plan to undertake during the next reporting cycle (including an implementation schedule.)

E. Attach notice that you are relying on another government entity to satisfy some of your permit obligations (if applicable).

F. Attach a list of construction projects that your entity has paid for during the reporting period.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Owner Signature:

Scott Gryder

Printed Name:

Date:

County Board Chairman

Title:

EMAIL COMPLETED FORM TO: epa.ms4annualinsp@illinois.gov

or Mail to: ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

WATER POLLUTION CONTROL

COMPLIANCE ASSURANCE SECTION #19

1021 NORTH GRAND AVENUE EAST

POST OFFICE BOX 19276

SPRINGFIELD, ILLINOIS 62794-9276

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

Illinois Environmental Protection Agency
ANNUAL FACILITY INSPECTION REPORT
for NPDES Permit for Storm Water Discharges from Separate Storm Sewer Systems (MS4)

Kendall County, Illinois (NPDES Permit No. ILR400261)

YEAR 3: March 2018-March 2019

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Part 1. Changes to Best Management Practices

There are no changes to the Best Management Practices in Year 3 (March 2018-March 2019) for the six minimum control measures as described in the Notice of Intent for Kendall County submitted on July 19, 2016.

Note: **X** indicates BMPs performed that were proposed for Year 3 in NOI

+ indicates BMPs performed that were not originally proposed for Year 3 in NOI

A. Public Education and Outreach	
X	A.1 Distributed Paper Material
X	A.2 Speaking Engagement
	A.3 Public Service Announcement
X	A.4 Community Event
	A.5 Classroom Education Material
X	A.6 Other Public Education
B. Public Participation/Involvement	
	B.1 Public Panel
	B.2 Educational Volunteer
X	B.3 Stakeholder Meeting
	B.4 Public Hearing
	B.5 Volunteer Monitoring
	B.6 Program Coordination
X	B.7 Other Public Involvement
C. Illicit Discharge Detection and Elimination	
X	C.1 Storm Sewer Map Preparation
	C.2 Regulatory Control Program
X	C.3 Detection/Elimination Prioritization Plan
X	C.4 Illicit Discharge Tracing Procedures
X	C.5 Illicit Source Removal Procedures
X	C.6 Program Evaluation and Assessment
X	C.7 Visual Dry Weather Screening
	C.8 Pollutant Field Testing
	C.9 Public Notification
	C.10 Other Illicit Discharge Controls

D. Construction Site Runoff Control	
X	D.1 Regulatory Control Program
X	D.2 Erosion and Sediment Control BMPs
X	D.3 Other Waste Control Programs
X	D.4 Site Plan Review Procedures
	D.5 Public Information Handling Procedures
X	D.6 Site Inspection/Enforcement
X	D.7 Other Construction Site Runoff Controls
E. Post-Construction Runoff Control	
	E.1 Community Control Strategy
	E.2 Regulatory Control Program
X	E.3 Long-Term O&M Procedures
	E.4 Pre-Construction Review of BMP
X	E.5 Site Inspections During Construction
	E.6 Post-Construction Inspections
X	E.7 Other Post-Const. Runoff Controls
F. Pollution Prevention/Good Housekeeping	
X	F.1 Employee Training Program
	F.2 Inspection and Maintenance Program
	F.3 Municipal Operations Storm Water Control
X	F.4 Municipal Operation Waste Disposal
X	F.5 Flood Management/Assess Guidelines
X	F.6 Other Municipal Operations Controls

Part 2. Status of Compliance with Permit Conditions

(Provide the status of compliance with permit condition, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the maximum extent practicable [MEP] , and your identified measurable goals for each of the minimum control measures.)

Kendall County submitted a Notice of Intent on July 19, 2016, which initiated a new 5-year permit cycle. The BMPs listed in the 2016 NOI were selected to meet the requirements of the NPDES Phase II program and reduce nonpoint source pollution in Kendall County.

The status of BMPs and measurable goals performed in Year 3 (March 2018-March 2019) are described below.

A. Public Education and Outreach

A.1 Distributed Paper Material

Measurable Goals: 1) Track number of people requesting to see the County's Plan on an annual basis.

Due to the increased preference of electronic documents and the effort to minimize paper waste, Kendall County provides much of their information on the County's website. Kendall County continues to provide links on their website to PDFs of the Stormwater Management Program Plan, the NOI, and Annual Reports. The website also includes materials about sources of stormwater pollution and ways to minimize pollutants. The County's website includes EPA web links as well as web links to other sites that contain information about the benefits of green infrastructure and rain gardens, impacts of climate change on water resources, and the impacts of climate change on the Midwest.

Kendall County typically tracks the number of views the County website receives annually. Due to technical issues, the County was unable to track the number of views the County website and NPDES documents received in Year 3.

A.2 Speaking Engagement

Measurable Goals: An increase in number of presentations annually and amount of public attendance/participation.

Kendall County did not conduct or host any presentations in Year 3.

A.4 Community Event

Measurable Goals: Increased interest and attendance in annual workshops/seminars.

The Kendall County Soil and Water Conservation District (SWCD) hosted a used oil drop off recycling event on June 16, 2018 at the Grainco FS Tire Center parking lot on State Route 47 in Yorkville. Many local residents participated by bringing their used oil, anti-freeze, and oil filters to be safely disposed. During the event 1,010 gallons of used oil, 60 gallons of used anti-freeze, and 1 large container of used oil filters were collected.

A.6 Other Public Involvement

Measurable Goals: 1) Inquiries to linked websites and annual increase in hits to website. 2) Annual evaluation surveys.

Kendall County typically tracks the number of views the County website receives annually. Due to technical issues, the County was unable to track the number of views the County website and NPDES documents received in Year 3.

Kendall County sent out an annual evaluation survey to all 9 townships within the County in Year 3 to get input on how they can improve public education and outreach. One township completed the survey. The survey results are included at the end of this report in Appendix 1.

B. Public Participation/Involvement

B.3 Stakeholder Meetings

Measurable Goals: Attend the annual public meeting and work with the County to establish a positive dialogue and eventually develop County-wide coordination of stormwater management efforts.

The Kendall County Stormwater Management Oversight Committee held an annual public meeting on October 11, 2018 at 4:00pm in the County Board Room located in the Kendall County Office Building, 111 W. Fox Street, Yorkville, IL. The meeting was held to receive public input regarding stormwater management related regulations and enforcement and to discuss proposed changes to the Kendall County Stormwater Management Ordinance.

At the meeting, 6 of the 10 committee members were present. Also in attendance was the Kendall County Senior Planner, a representative of the State's Attorney's Office, a member of the Kendall County Soil and Water Conservation District, and a representative from the Village of Oswego.

B.7 Other Public Involvement

Measurable Goals: 1) Inquiries to linked websites and annual increase in hits to website. 2) Annual evaluation surveys.

Kendall County typically tracks the number of views the County website receives annually. Due to technical issues, the County was unable to track the number of views the County website and NPDES documents received in Year 3.

Kendall County sent out an annual evaluation survey to all 9 townships within the County in Year 3 to get input on how they can improve public participation and involvement. One township completed the survey. The survey results are included at the end of this report in Appendix 1.

C. Illicit Discharge Detection and Elimination

C.1 Storm Sewer Map Preparation

Measurable Goals: Update storm sewer mapping annually.

Kendall County updated their storm sewer GIS layer this past year.

C.3 Detection/Elimination Prioritization Plan

Measurable Goals: Track the number of illicit dischargers discovered and track removal process.

Kendall County continues to work on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. There were no illicit discharges detected during the past reporting period.

The Highway Department performs stormwater related inspections on a daily basis throughout the County as they relate to road maintenance.

C.4 Illicit Discharge Tracing Procedures

Measurable Goals: Track number of illicit discharges discovered and track removal process annually.

Kendall County continues to work on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. There were no illicit discharges detected during the past reporting period.

The County has an Outfall Inspection Procedure Flow Chart (Figure 2) in their Kendall County Stormwater Management Program Plan for detecting and tracing illicit discharges. There is also an Indirect Illicit Discharge Tracking Form available in Appendix 5.6 of the Kendall County Stormwater Management Program Plan for use by County personnel.

C.5 Illicit Source Removal Procedures

Track the number of illicit dischargers discovered and track removal process.

Kendall County continues to work on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. There were no illicit discharges detected during the past reporting period.

The County has an 8-step protocol in place for ensuring the removal of illicit discharges. This protocol is explained under Section 3.3.D.3 of the Kendall County Stormwater Management Program Plan.

C.6 Program Evaluation and Assessment

Measurable Goals: Annual evaluation surveys.

Kendall County sent out an annual evaluation survey to all 9 townships within the County in Year 3 to get input on how they can improve their illicit discharge detection and elimination. One township completed the survey. The survey results are included at the end of this report in Appendix 1

C.7 Visual Dry Weather Screening

Measurable Goals: Track the number of illicit dischargers discovered and track removal process.

Kendall County continues to work on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. There were no illicit discharges detected during the past reporting period.

The County has a Stormwater Outfall Inspection Data Form available in Appendix 5.3 of the Kendall County Stormwater Management Program Plan for use by County personnel. During the past reporting period, visual dry weather screening was not conducted.

D. Construction Site Runoff Control

D.1 Regulatory Control Program

Measurable Goals: Implementation of the Kendall County Stormwater Ordinance.

On May 21, 2013, the Kendall County Stormwater Management Ordinance was revised. This Ordinance specifically outlines regulations on runoff for NPDES (Sec. 202). The Ordinance includes revised regulations for stormwater management, plan reviews, and long-term maintenance. Kendall County continues to implement and comply with the Kendall County Stormwater Ordinance.

Kendall County has been working with a review consultant since 2008 who continues to provide stormwater, engineering, wetland, and Soil Erosion and Sediment Control (SESC) review for proposed developments. The consultant conducted SESC inspections at three sites during the past reporting period on behalf of Kendall County. Those sites include the Fox Metro Water Reclamation District (FMWRD) Plant Expansion Site, the Fox Metro Orchard Road Compensatory Storage Site, and the Nicor Aux Sable Phase VII Pipeline Replacement Site. The table below provides a breakdown of the projects and the number of SESC inspections completed by the consultant in Year 3.

Construction Project	Date SESC Inspections Started	Date SESC Inspections Ended	# of Inspections Completed in Year 3
FMWRD Plant Expansion	May 2016	Still in progress	2018: 19 inspections 2019: 4 inspections
FMWRD Orchard Rd. Comp. Storage	April 2017	September 2018	2018: 6 inspections
Nicor Aux Sable Pipeline Replacement	March 2018	Still in progress	2018: 47 inspections by two different consultants 2019: 16 inspections by one consultant

Soil Erosion and Sediment control inspections were also completed by the Kendall County SWCD throughout the year.

D.2 Erosion and Sediment Control BMPs

Measurable Goals: Adoption of County ordinance amendments as developed.

The County outlines the Soil Erosion and Sediment Control requirements for construction sites in Article 3 of the Kendall County Stormwater Management Ordinance.

No amendments to the Soil Erosion and Sediment Control requirements were developed because none were needed this year.

D.3 Other Waste Control Program

Measurable Goals: Adoption of County ordinance amendments as developed.

No amendments to the Other Waste Control Program were developed because none were needed this year.

D.4 Site Plan Review Procedures

Measurable Goals: Adoption of ordinance amendments as developed.

All construction projects are required to have a Soil Erosion and Sediment Control Plan in place prior to construction as stated in Sec. 301 of the Ordinance. The SESC Plan must be prepared in accordance with the requirements of the Ordinance as well as the standards and specifications contained in the most recent Illinois Urban Manual.

No amendments to the Site Plan Review Procedures were developed because none were needed this year.

D.6 Site Inspection/Enforcement Procedures

Measurable Goals: Develop enforceable procedures for construction site inspections.

Construction site inspections are enforced under Sec. 303 and Sec. 304 of the Kendall County Stormwater Management Ordinance.

If a site is not in compliance with the Ordinance, the property owner has 7 days to correct the issue. If the issue is not corrected in that time frame, a Stop-Work Order will be issued and the permit may be revoked.

D.7 Other Construction Site Runoff Controls

Measurable Goals: Soil Erosion and Sediment Control (SESC) inspections will be monitored and filed until final site acceptance by Kendall County.

Kendall County evaluates their Construction Site Runoff Control Program by monitoring and recording Construction Site Runoff Control compliance.

The County works with consultants who conduct SESC inspections at Kendall County construction sites. The consultant utilizes the Soil Erosion and Sediment Control Inspection Form found in Appendix 5.5 of the Kendall County Stormwater Management Program Plan during inspections. During the annual year of April 1st 2018 through March 31st 2019, three sites were inspected regularly in Kendall County. The three sites were the

Fox Metro Water Reclamation District (FMWRD) Plant Expansion Site, the Fox Metro Orchard Road Compensatory Storage Site, and the Nicor Aux Sable Phase VII Pipeline Replacement Site. The number of inspections completed by the consultant on behalf of Kendall County can be found above in the table under Section D.1. The Kendall County SWCD also completed SESC inspections during Year 3.

E. Post-Construction Runoff Control

E.3 Long Term O&M Procedures

Measurable Goals: Adoption of revised Kendall County Stormwater Management Ordinance.

Kendall County continues to monitor and enforce long term maintenance requirements of the Kendall County Stormwater Management Ordinance. No revisions were made in the past year.

E.5 Site Inspections During Construction

Measurable Goals: Implementing ordinance amendments, as developed.

Kendall County continues to monitor and enforce soil erosion and sediment control requirements of the Kendall County Stormwater Management Ordinance under Sec. 303 and Sec. 304. No amendments were developed in the past year.

Kendall County works with consultants who conduct regular SESC inspections during and after construction until the site is fully stabilized. Construction for the Fox Metro Orchard Road Compensatory Storage Site was completed in June 2017. Inspections continued on a monthly basis until the site achieved full vegetation establishment in September 2018. Construction for the Nicor Aux Sable Phase VII Pipeline Replacement Site was completed in November 2018. The site continues to be inspected regularly until final stabilization is achieved.

E.7 Other Post-Construction Runoff Controls

Measurable Goals: 1) Collaborate with other MS-4's in Kendall County and stakeholders, including the Conservation Foundation and the Kendall County Soil and Water Conservation District, to evaluate relevant flood control techniques to determine the potential effects of climate change. 2) Annual evaluation survey.

Active work has not been done to collaborate with other MS-4's and stakeholders in order to evaluate relevant flood control techniques and determine the potential effects of climate change. Kendall County started investigating the potential effects of climate change by posting web links to EPA information on the County website.

Kendall County sent out an annual evaluation survey to all 9 townships within the County in Year 3 to get input on how they can minimize construction runoff. One township completed the survey. The survey results are included at the end of this report in Appendix 1.

F. Pollution Prevention/Good Housekeeping

F.1 Employee Training Program

Measurable Goals: Increase participation at workshops.

Kendall County provides links on the County website to EPA's websites about green infrastructure and climate change. They also have EPA information posted on the County website about NPDES and clean water. This information is available to County staff, townships, and the public. The Kendall County SWCD has developed a variety of training materials which include presentations related to erosion and sediment control, best management practices, and associated regulations. These materials can be requested from the SWCD as needed.

Kendall County's Senior Planner is in the process of becoming a Certified Floodplain Manager, which is a nation-wide certification program established by the Association of State Floodplain Managers (ASFPM).

On March 22, 2019, the Kendall County Soil and Water Conservation District in partnership with the Village of Oswego hosted a Soil Erosion and Sediment Control Workshop. Two County staff members attended the workshop along with 1 representative from the County's stormwater engineering consultant.

F.4 Municipal Operation Waste Disposal

Measurable Goals: Reduce the impact of Municipal Operations of stormwater runoff.

Kendall County continues to collect litter and track the amount of material collected. Kendall County collected 9.44 tons of garbage from within County right-of-way in 2018. Kendall County continues to minimize the discharge of pollutants from vehicle washing by treating the wash water by collection in a sediment basin or using an inlet filter prior to discharge. The County continues to properly store building materials, building products, construction waste, trash, landscape materials, fertilizers, pesticides, herbicides, chemical storage tanks, deicing materials, detergents, and other materials to guard against exposure to precipitation and stormwater.

F.5 Flood Management/Assess Guidelines

Measurable Goals: Incorporate revised floodplain guidelines and DFIRMs by reference.

On May 21, 2013, the Kendall County Stormwater Management Ordinance was revised. This Ordinance states as one of its goals the reduction of flooding and its economic and human impacts, while also stating a goal to make federally subsidized flood insurance available. Kendall County did not make any revisions to the floodplain guidelines this past year.

Kendall County's Senior Planner is in the process of becoming a Certified Floodplain Manager. This certification will help the County reach its goals listed in the ordinance by providing the Senior Planner with knowledge to assess and deal with the issues of flooding and its damaging effects.

F.6 Other Municipal Operations Controls

Measurable Goals: Annual Evaluation surveys.

Kendall County sent out an annual evaluation survey to all 9 townships within the County in Year 3 to get input on how they can continue to prevent stormwater pollution. One township completed the survey. The survey results are included at the end of this report in Appendix 1.

Part 3. Information and Data Collection Results

(Provide information and water quality sampling/monitoring data related to illicit discharge detection and elimination collected during the reporting period.)

There were no illicit discharges detected during the reporting period, therefore, water quality sampling/monitoring data was not collected.

Part 4. Summary of Next Reporting Period Stormwater Activities

(Present a summary of the storm water activities you plan to undertake during the next reporting cycle, including and implementation schedule in the sections following the table.)

The table shown below summarizes the BMPs committed to for Year 4 (March 2019-March 2020). Specific BMPs and measurable goals for Year 4 program development activities are presented in the sections following the table.

Note: **X** indicates BMPs committed to for Year 4 in NOI
+ indicates BMPs committed to for Year 4 that were not originally in NOI

A. Public Education and Outreach	
X	A.1 Distributed Paper Material
X	A.2 Speaking Engagement
	A.3 Public Service Announcement
X	A.4 Community Event
	A.5 Classroom Education Material
X	A.6 Other Public Education
B. Public Participation/Involvement	
	B.1 Public Panel
	B.2 Educational Volunteer
X	B.3 Stakeholder Meeting
	B.4 Public Hearing
	B.5 Volunteer Monitoring
	B.6 Program Coordination
X	B.7 Other Public Involvement
C. Illicit Discharge Detection and Elimination	
X	C.1 Storm Sewer Map Preparation
	C.2 Regulatory Control Program
X	C.3 Detection/Elimination Prioritization Plan
X	C.4 Illicit Discharge Tracing Procedures
X	C.5 Illicit Source Removal Procedures
X	C.6 Program Evaluation and Assessment
X	C.7 Visual Dry Weather Screening
	C.8 Pollutant Field Testing
	C.9 Public Notification
	C.10 Other Illicit Discharge Controls

D. Construction Site Runoff Control	
X	D.1 Regulatory Control Program
X	D.2 Erosion and Sediment Control BMPs
X	D.3 Other Waste Control Programs
X	D.4 Site Plan Review Procedures
	D.5 Public Information Handling Procedures
X	D.6 Site Inspection/Enforcement Procedures
X	D.7 Other Construction Site Runoff Controls
E. Post-Construction Runoff Control	
	E.1 Community Control Strategy
	E.2 Regulatory Control Program
X	E.3 Long-Term O&M Procedures
	E.4 Pre-Construction Review of BMP Designs
X	E.5 Site Inspections During Construction
	E.6 Post-Construction Inspections
X	E.7 Other Post-Construction Runoff Controls
F. Pollution Prevention/Good Housekeeping	
X	F.1 Employee Training Program
	F.2 Inspection and Maintenance Program
	F.3 Municipal Operations Storm Water Control
X	F.4 Municipal Operation Waste Disposal
X	F.5 Flood Management/Assess Guidelines
X	F.6 Other Municipal Operations Controls

A. Public Education and Outreach

A.1 Distributed Paper Material

Measurable Goals: 1) Track number of people requesting to see the County's Plan on an annual basis

Kendall County will maintain educational links on their website providing information on what residents can do to minimize and reduce stormwater runoff pollution, the benefits of green infrastructure and rain gardens, and the impacts of climate change. The County will add the Year 3 NPDES Annual Report to their website for public viewing. The County will track the number of people requesting and viewing the Stormwater Management Program Plan, the NOI, and Annual Reports in Year 4.

A.2 Speaking Engagement

Measurable Goals: An increase in number of presentations annually and amount of public attendance/participation.

Kendall County will present to local groups regarding the Ordinance to encourage input from stakeholders and will work with the Kendall County Health Department and the Kendall County Soil and Water Conservation District (SWCD) to provide educational opportunities to residents.

A.4 Community Event

Measurable Goals: Increased interest and attendance in annual workshops/seminars.

Kendall County will work with the Kendall County Soil and Water Conservation (SWCD), the Conservation Foundation, and other county departments to promote educational efforts and workshops related to stormwater and conservation activities.

A.6 Other Public Education

Measurable Goals: 1) Inquiries to linked websites and annual increase in hits to website. 2) Annual evaluations.

Kendall County will maintain the current links on their website and track the number of views on the Kendall County NPDES webpage. The County will add links to the websites of local watershed committees and conservation groups to further promote public education.

Kendall County will create an annual evaluation survey and send it out to the public for feedback about County programs.

B. Public Participation/Involvement

B.3 Stakeholder Meetings

Measurable Goals: Hold an annual public meeting to establish positive dialogue and eventually develop County-wide coordination of stormwater management efforts.

Kendall County will work to establish a dialogue with local communities in the County to

coordinate stormwater efforts. The County will continue to hold an annual public meeting to provide input into the MS4 program and will comply with State and local public notice requirements when implementing public participation and involvement activities. The County will work to identify environmental justice areas and include public participation on these issues.

B.7 Other Public Involvement

Measurable Goals: 1) Inquiries to linked websites and annual increase in hits to website. 2) Annual evaluation surveys.

Kendall County will place new links to the County website as needed and maintain existing links. The County will track the number of views on the NPDES website and related links. The County will send out an evaluation survey to the community for feedback.

C. Illicit Discharge Detection and Elimination

C.1 Storm Sewer Map Preparation

Measurable Goals: Update storm sewer mapping annually.

Kendall County will conduct field verifications for locations of sewer features in Year 4. The County will continue to update their in-house GIS mapping layer of storm sewer systems as needed.

C.3 Detection/Elimination Prioritization Plan

Measurable Goals: Track the number of illicit dischargers discovered and track removal process.

Kendall County will work with the Kendall County Health Department and the Kendall County Highway Department to implement an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. The Highway Department will continue to perform stormwater related inspections on a daily basis throughout the County as they relate to road maintenance.

C.4 Illicit Discharge Tracing Procedures

Measurable Goals: Track number of illicit dischargers discovered and track removal process annually.

Kendall County will continue development of a program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. The County will perform dry and wet weather monitoring and tracing of flow upstream to source with field mapping.

C.5 Illicit Source Removal Procedures

Measurable Goals: Track number of illicit dischargers discovered and track removal process.

Kendall County will continue development of a program to identify, trace, and remove

illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. The County will issue notices to source of illicit discharge discovered under the tracing process for removal of discharge under the Kendall County Stormwater Management Ordinance with compliance dates.

C.6 Program Evaluation and Assessment

Measurable Goals: Annual evaluation surveys.

Kendall County will evaluate their Illicit Discharge Detection and Elimination Program once established by having participants fill out an evaluation form.

C.7 Visual Dry Weather Screening

Measurable Goals: Track the number of illicit dischargers discovered and track removal process.

Kendall County will continue development of a program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. Kendall County will do periodical visual monitoring of outfalls during dry weather to determine non-stormwater discharges and their significance.

D. Construction Site Runoff Control

D.1 Regulatory Control Program

Measurable Goals: Implementation of the Kendall County Stormwater Ordinance.

Kendall County will continue to implement the Kendall County Stormwater Ordinance.

D.2 Erosion and Sediment Control BMPs

Measurable Goals: Adoption of ordinance amendments as developed.

Kendall County will continue to evaluate if amendments to the soil erosion and sediment control requirements are needed.

D.3 Other Waste Control Program

Measurable Goals: Adoption of ordinance amendments as developed.

Kendall County will continue to evaluate if amendments are needed. The County will develop an amendment to the Stormwater County Management Ordinance incorporating additional SESC requirements, BMPs, and Illinois Urban Manual revisions as necessary.

D.4 Site Plan Review Procedures

Measurable Goals: Adoption of ordinance amendments as developed.

Kendall County will continue to evaluate if amendments are needed. The County will develop an amendment to the Stormwater County Management Ordinance incorporating additional SESC requirements, BMPs, and Illinois Urban Manual revisions as necessary.

D.6 Site Inspection/Enforcement Procedures

Measurable Goals: Develop enforceable procedures for construction site inspections.

Kendall County will work to develop enforcement procedures as necessary.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County constructions sites. The County will also continue to work with the Kendall County Soil & Water Conservation District to conduct stormwater inspections.

D.7 Other Construction Site Runoff Controls

Measurable Goals: Soil Erosion and Sediment Control (SESC) inspections will be monitored and filed until final site acceptance by Kendall County.

Kendall County will continue evaluating their Construction Site Runoff Control Program by monitoring and recording Construction Site Runoff Control compliance.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County construction sites. The County will also continue to work with the Kendall County Soil & Water Conservation District to conduct stormwater inspections.

E. Post-Construction Runoff Control

E.3 Long-Term O&M Procedures

Measurable Goals: Adoption of revised Kendall County Stormwater Management Ordinance.

Kendall County will work on revisions for long term maintenance within the Kendall County Stormwater Management Ordinance as needed.

E.5 Site Inspections During Construction

Measurable Goals: Implementing ordinance amendments, as developed.

Kendall County will update the Kendall County Stormwater Management Ordinance to include enforcement procedures as needed.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County constructions sites until final stabilization is achieved.

E.7 Other Post-Construction Runoff Controls

Measurable Goals: 1) Collaborate with other MS-4's in Kendall County and stakeholders, including the Conservation Foundation and the Kendall County Soil and Water Conservation District, to evaluate relevant flood control techniques to determine the potential effects of climate change. 2) Annual evaluation surveys.

Kendall County will begin implementation of a MS-4/stakeholder plan. The County will continue to provide an evaluation survey to get feedback about County programs.

F. Pollution Prevention/Good Housekeeping

F.1 Employee Training Program

Measurable Goals: Increase participation at workshops.

Kendall County will continue to provide training resources and opportunities to County staff.

F.4 Municipal Operation Waste Disposal

Measurable Goals: Reduce the impact of Municipal operations on stormwater run-off.

The Kendall County Highway Department will continue to collect litter from county highways and track the amount of material collected and make sure that material is properly disposed. The County will work to minimize discharge of pollutants from vehicle washing by collecting the wash water in a sediment basin or through use of an inlet filter and treating the water prior to discharge. The County will continue to properly store building materials, building products, construction waste, trash, landscape materials, fertilizers, pesticides, herbicides, chemical storage tanks, detergents, and other materials to guard against exposure to precipitation and stormwater. The County will continue inspections to maintain the integrity of the stormwater system and has procedures in place to respond to spills and leaks into stormwater.

F.5 Flood Management/Assess Guidelines

Measurable Goals: Incorporate revised floodplain guidelines and DFIRMS by reference.

Kendall County will revise the Kendall County Stormwater Management Ordinance to incorporate more floodplain guidelines and DFIRMS by reference.

F.6 Other Municipal Operations Controls

Measurable Goals: Annual evaluation surveys.

Kendall County will continue to evaluate their Pollution Prevention/Good Housekeeping program by having participants fill out an evaluation survey.

Part 5. Notice of Qualifying Local Program

Kendall County does not rely on any other government entity to satisfy permit obligations.

Part 6. Construction Projects Conducted During Year 3

(Provide a list of construction projects your entity has paid for during the reporting period)

Construction Project	Description
Sherrill Road Reconstruction	This project involved reconstruction of approximately 4 miles of Sherrill Road from Ashley Road east to O'Brien Road. The site is 49 acres. Construction began in September of 2016 and the project was completed in June of 2018 (IDOT Section No. 11-00115-00-FP).
Eldamain Road Reconstruction	This project involves reconstruction of Eldamain Road from U.S. Route 34 south to River Road. The site is 33 acres. Construction began on January 4, 2018 and is still ongoing. It is expected to be completed by the Summer of 2019 (IDOT Section No. 16-00136-00-RP).
Little Rock Road Intersection Reconstruction	This project involves intersection reconstruction on Little Rock Road just south of Galena Road. The project includes approximately 2,000 feet of reconstruction work. The site is 4 acres. Construction began on April 18, 2018 and was completed on June 20, 2018 (IDOT Section No. 15-00131-00-SP).
Little Rock Road Box Culvert	This project is located on Vilmin Road heading north about 950 feet. The site is 1.75 acres. Construction began in September of 2018 and is still ongoing. It is expected to be completed by the Summer of 2019 (IDOT Section No. 17-00140-00-BR).

APPENDIX 1

2018 NPDES ANNUAL EVALUATION SURVEY RESPONSES

2018 NPDES Annual Evaluation Survey Responses
Kendall County

Public Education and Outreach

1. What topics are you interested in learning more about that the County could provide information on? Please rank the following list from 1 to 3 with 1 being most interested and 3 being least interested.
 - A. How to properly store and dispose of common household products such as fuel, oil, paint, etc.
Most Interested
Middle Interested
Least Interested (1)-Na-Au-Say
 - B. How to incorporate green infrastructure such as rain gardens, rain barrels, or permeable pavement onto my property to improve rainwater runoff.
Most Interested
Middle Interested
Least Interested (1)-Na-Au-Say
 - C. How to compost to reduce the amount of waste my household generates.
Most Interested
Middle Interested
Least Interested (1)-Na-Au-Say
2. Do you utilize the stormwater information listed on the County's website at <https://www.co.kendall.il.us/planning-building-zoning/npdes/>?
 - A. Yes (1)-Na-Au-Say
 - B. No
3. Do you find the stormwater information listed on the County's website helpful?
 - A. Yes (1)-Na-Au-Say
 - B. No

Public Participation/Involvement

1. Do you think the County offers enough volunteer opportunities for members of the community?
 - A. Yes
 - B. No
 - No Response (1)-Na-Au-Say
2. Do you utilize the volunteer opportunities information listed on the County's website at <https://www.co.kendall.il.us/administration/volunteer-opportunities/>?

- A. Yes
 - B. No (1)-Na-Au-Say
3. Do you find the volunteer opportunities information listed on the County's website helpful?
- A. Yes
 - B. No
 - No Response (1)-Na-Au-Say
4. What volunteer opportunities would you be interested in participating in the future? Please rank the following list from 1 to 3 with 1 being most interested and 3 being least interested.
- A. River clean-up
 - B. Electronic recycling
 - C. Household waste (fuel, oil, paint, etc.) recycling

Little Rock-
 Bristol-
 Oswego-
 Fox-
 Kendall-
 Na-Au-Say-No Response
 Big Grove-
 Lisbon-
 Seward-

Illicit Discharge Detection & Elimination

1. If an illicit discharge is identified by a Township staff member or reported to the Township office, do you work with the County to get it removed?
 - A. Yes (1)-Na-Au-Say
 - B. No
 - C. Have not identified illicit discharge.
2. Do you feel the County is doing a sufficient job in identifying, tracking, and removing illicit discharges and non-stormwater discharges that are significant polluters within the County?
 - A. Yes
 - B. No (1)-Na-Au-Say
 - C. There have not been illicit discharges identified within my Township.
3. What can the County do to better identify and track illicit discharges?
 - A. Perform more visual inspections at outfalls throughout the County.
 - B. Once an illicit discharge is identified perform more grab samples downstream of the location.
 - C. Both of the above. (1) Na-Au-Say
 - D. None of the above.

E. Other:

Construction and Post-Construction Runoff Control

1. Do you feel that the County does an adequate job inspecting soil erosion and sediment control on construction sites within your township?
 - A. Yes
 - B. No (1)-Na-Au-Say
 - C. There have not been construction projects within my Township during the past year.
2. What can the County do to better monitor soil erosion and sediment control issues on construction sites?

Little Rock-

Bristol-

Oswego-

Fox-

Kendall-

Na-Au-Say-Identify Problems-Advise BCP and Enforce

Big Grove-

Lisbon-

Seward-

Pollution Prevention/Good Housekeeping

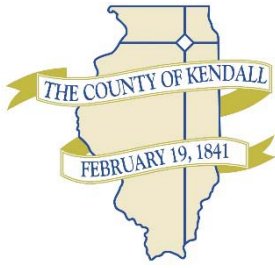
1. Do you feel the County provides adequate training to staff members to keep them informed on stormwater pollution prevention practices?
 - A. Yes
 - B. No (1)-Na-Au-Say
2. Do you feel the County is taking necessary measures to reduce flooding throughout the County?
 - A. Yes
 - B. No (1)-Na-Au-Say

Responding Townships:

Na-Au-Say

Name of Person Completing Survey:

Brad Blocker (Na-Au-Say Township Supervisor)



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning Committee

Meeting Date: May 13, 2019

Amount: N/A

Budget: N/A

Issue: Petition 19-20 Request from the Planning, Building and Zoning Committee to Repeal and Replace Kendall County's Junk and Debris Ordinance

Background and Discussion:

For the last couple months, the Planning, Building and Zoning Committee has been working with the Kendall County State's Attorney's Office on updating the Kendall County Junk and Debris Ordinance of 1968.

The proposed ordinance would do the following:

1. Repeal the 1968 Ordinance.
2. Establish a clearer definition of "junk and debris".
3. Create a process for serving citations on junk and debris violators.
4. Send violators of the Ordinance to court if the junk and debris has not been removed within the ten (10) day cure period.
5. Establishes that each day shall constitute a separate offense.
6. Establishes a maximum fine of Two Hundred Dollars (\$200) for each offense.

The enforcement procedure is same as the recently adopted Inoperable Vehicle Ordinance.

Committee Action:

PBZ recommended approval; COW recommended approval with amendments that the exemption granted to properties zoned business and manufacturing be removed and that a complaint would not be necessary for the issuance of citations at their meeting on May 16, 2019.

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning Department

Date: May 16, 2019

ORDINANCE NUMBER 19-

JUNK AND DEBRIS

WHEREAS, it is the policy of the Kendall County Board to promote the health, safety, and welfare of Kendall County by abating the nuisance created by the outside storage of junk and debris in unincorporated areas of the County; and

WHEREAS, on July 9, 1968, the Kendall County Board adopted an Ordinance entitled “An Ordinance Declaring the Storing of Junk and other Waste Matter on Private Property to be a Nuisance;” and

WHEREAS, An Ordinance Declaring the Storing of Junk and other Waste Matter on Private Property to be a Nuisance adopted July 9, 1968 stated the circumstances under which the storage of junk and refuse on private property in unincorporated areas of Kendall County would constitute a nuisance and provided procedures for the abatement of such nuisance; and

WHEREAS, the Kendall County Board now desires to implement an updated procedure for the abatement of the nuisance created by the storage of junk and debris.

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby authorizes the abatement of the nuisances created by the storage of junk and debris and the levying of fines for a person’s failure to abate as follows:

Section 1.

The purpose of this Ordinance is to provide a method for abating nuisances created in the County of Kendall by the storage of junk and debris and to provide for fines to be levied for the failure of any person to obey a notice received from Kendall County which states that such person is to dispose of any junk and debris located on property under that person’s control.

Section 2.

It is hereby declared a nuisance for any person, whether the owner, tenant, and/or other occupant of real property (it being the intent of this Ordinance to make all such persons jointly and severally liable for compliance), to cause, allow, or permit the existence or storage of any junk and debris upon any exterior premises within the County of Kendall and outside the municipal confines of any city, village or incorporated town. For purposes of this Ordinance, “junk and debris” is defined to include any and all waste matter, whether reusable or not, which is offensive to the public health, safety, and welfare, and is specifically intended to include, but not be limited to, machinery of any kind, car parts, scrap metal, furniture, appliances, equipment, grills, mattresses, coolers, construction debris, glass, paper, clothing, rags, cartons, boxes, wood, bottles, and cans, regardless of whether these materials may be reused.

Section 3.

This Ordinance shall not prohibit the storage of equipment used for agricultural purposes on any property as long as

- a. that property is zoned A-1;
- b. that property is actually used primarily for agricultural purposes; and

- c. that equipment is actually used for agricultural purposes.

Section 4.

a. Any Kendall County code enforcement officer and the Kendall County Sheriff, or his deputies, are hereby authorized to issue citations to the offender for a violation of this Ordinance without the necessity of receiving a complaint.

b. Whenever any authorized officer determines junk and debris is stored on any property located in the County of Kendall and outside the municipal confines of any city, village, or incorporated town, the officer shall cause a written notice to be served by hand delivery upon the owner, tenant, and/or other occupant of the property (it being the intent of this Ordinance to make all such persons jointly and severally liable for compliance), which notice shall inform the person served that the storage of junk and debris constitutes a nuisance under this Ordinance.

c. Such notice shall include the following:

- i. The name of the defendant and his or her address, if known;
- ii. The nature of the offense, including a description of the items that are junk and debris, and a reference to this Ordinance;
- iii. The date, time and place that the person is required to appear in court;
- iv. A statement that defendant can avoid the court appearance if the defendant, within 10 days of the service of the notice, removes the junk and debris from the exterior of the property;
- v. A statement that the defendant may demand a jury trial by filing a jury demand and paying a jury demand fee when entering his or her appearance, plea, answer to the charge, or other responsive pleading;
- vi. A statement that a default judgment may be entered in the event the person fails to appear in court or answer the charge made on the date set for the defendant's court appearance or any date to which the case is continued and the amount of any default judgment.

Section 5.

a. Any person receiving such notice to dispose of junk and debris shall, within 10 days of the date of service of said notice, remove all junk and debris from the exterior of the property.

b. If the person receiving such notice removes the junk and debris within 10 days as required, that person shall contact the Kendall County Planning, Building, and Zoning Department at least 10 days prior to the scheduled court appearance for an inspection. If the code enforcement officer determines the junk and debris has been removed so that the property is no longer in violation of this Ordinance, the court appearance shall no longer be required.

Section 6.

a. It shall be unlawful and in violation of this Ordinance for any person to neglect, refuse, or otherwise fail to remove or abate any nuisance as defined in Section 2 within 10 days following service of notice pursuant to Section 4(c).

b. A violation of this Ordinance by any person shall be punishable by a fine not exceeding \$200.00 for each offense.

c. Each day a violation continues to exist following the expiration of the 10 day cure period set forth in Section 5(a) shall constitute a separate offense.

Section 7.

The Ordinance entitled "An Ordinance Declaring the Storing of Junk and other Waste Matter on Private Property to be a Nuisance" adopted July 9, 1968 is repealed.

IN WITNESS OF, this Ordinance has been enacted by a majority vote of the Kendall County Board this 21st day of May , 2019.

Attest:

Debbie Gillette
Kendall County Clerk

Scott R. Gryder
Kendall County Board Chairman

COUNTY OF KENDALL, ILLINOIS
Law, Justice and Legislation Committee
Kendall County Courthouse Law Library
Monday, May 13, 2019
Meeting Minutes

Call to Order and Pledge Allegiance – Vice Chair Matthew Prochaska called the meeting to order at 3:16p.m. and led the Pledge of Allegiance.

Roll Call:

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

The three members present voted aye, and a quorum was determined to conduct business.

Others Present: Sheriff Dwight Baird, Public Defender Vicki Chuffo, Court Services Director Alice Elliott, EMA Director Joe Gillespie, Operations Deputy Commander Mitch Hattan, Operations Commander Jason Langston, Presiding Judge Robert Pilmer, Coroner Jacquie Purcell, Corrections Commander Bobby Richardson, Facilities Management Director Jim Smiley, and State's Attorney Eric Weis

Approval of the Agenda –Member Hendrix made a motion to approve the agenda, second by Member Vickers. **The three members present voted aye, the motion carried.**

Approval of Minutes – Member Hendrix made a motion to approve the February 11, 2019 meeting minutes, second by Member Vickers. **The three members present voted aye, the motion carried**

Public Comment - None

Status Reports

Coroner –Coroner Purcell reported 21 deaths in the month of April, with 20 natural and one an accidental opioid overdose. Coroner Purcell informed the committee on her recent visit to London, and hosted for a day by the Coroner's Court. Written report provided in packet.

EMA – Director Gillespie stated that all grant documentation has been submitted to the state. Gillespie stated that EOC IP Radiological EMA training on June 10th is open to department heads and elected officials. Gillespie reminded the group about the Dresden Pre-Drill training on June 25th, and June 30th Dresden Exercise. Testing continued of the Siren, STARCOM and WSPY Emergency Alert System (EAS). Written report included in packet.

Public Defender – Ms. Chuffo reported that there has been an increase in Juvenile Detention Hearings recently, and that her office will be busy in the next month with jury trials. Written report provided in packet.

Court Services – Alice Elliott reported that Court Services has been awarded a \$45,000 grant through the Illinois Criminal Justice Authority for the purpose of funding the efforts of the 16th and 23rd Circuit Family Violence Council. Ms. Elliott stated that the grant is a pass-through only and is used to pay the part-time contract for services for the coordinator, and funding for trainings to enhance the coordinated efforts of system players to address violence in and around Kendall County. Kendall County serves as the fiscal agent only, and will be responsible for maintaining the required reporting for the grant. Ms. Elliott reported this is not a new program to the county, but taking on the fiscal responsibilities will be.

Ms. Elliott also thanked the County Board and the Sheriff's Office for the video conferencing technology that has been instrumental in allowing probation officers to interview defendants in the holding area via video conferencing, and to begin the criminal history investigation quickly and allowing more efficient streamlining of service delivery, with minimal invasion of the holding area by an outside agency. Monthly report provided.

Sheriff's Report

- a. Operations Division – Commander Langston reminded the Committee that May 12-19 is National Police Week, and that on May 15th all law enforcement personnel would be wearing black bands to remember fallen officers.

Commander Langston reported that the Sheriff's Office conducted a week long enforcement campaign focusing on distracted driving, from April 21-27. Deputies made a total of 198 traffic stops, issuing 48 citations, including 8 for use of electronic devices while driving, 3 DUI's, and 1 for illegal transportation of open alcohol.

Commander Langston also mentioned the May 3, 2019 Respect for Law Banquet hosted by the Optimist Club and the Kendall County Chiefs of Police Association, and reported the following Sheriff's Office personnel receiving awards:

Live-Saving Award: Deputy Craig French, Deputy Todd Brautigam, Deputy Jason Unterborn, Deputy Casey Kailus, Deputy Andrew Nemenoff and Sgt. Ed Belmote

Investigator of the Year Award: Detective Bryan Harl

Citizen of the Year: Tonya Johnson, Civil Division

Commander Langston also reported that Sgt. David Lawson graduated from the Northwestern University Center for Public Safety School of Police Staff and Command, Deputy Commander Mitch Hattan graduated from the Department of Homeland Security Leadership Academy – session 7, and Commander Jason Langston graduated from the Illinois Law Enforcement Training and Standards Board Executive Institute's Illinois Police Executive Role in the 21st Century course.

Written report provided.

- b. Records Division – Written report provided.
- c. Corrections Division – Written report provided. Commander Bobby Richardson reported that they are currently housing 89 federal inmates in the jail. Commander Richardson stated that the body scanner is functional and that inmates have expressed appreciation for being scanned instead of body cavity searched, and that personnel have expressed appreciation for the efficiency of the scanner and better compliance by inmates.

Old Business - None

New Business

- *Approval for Sheriff's Office to Issue Invitation to Bid for Food Service* – Member Hendrix made a motion to forward the item to the County Board for approval, second by Member Vickers. Deputy Commander Joe Gillespie informed the committee that the current food service agreement will expire on July 7, 2019. **With three members present voting aye, the motion carried.**
- *Approval of Amendment to Agreement with the United States Marshall's Office to provide Housing for Federal Inmates* – Member Hendrix made a motion to forward the item to the Board for approval, second by Member Vickers. Commander Bobby Richardson briefed the committee on the proposed amendment with increases in the per diem and hourly guard/transportation rates for Federal Inmates housed by the Kendall County Sheriff's Office. **With three members present voting aye, the motion carried.**

Chairman's Report/Comments – no report

Public Comment - None

Legislative Update – Reports from UCCI and ISACo. Member Prochaska updated the committee on some of the movement on state bills.

Executive Session – Not needed

Items for County Board Approval

Approval for Sheriff's Office to Issue Invitation to Bid for Food Service

Approval of Amendment to Agreement with the United States Marshall's Office to provide Housing for Federal Inmates

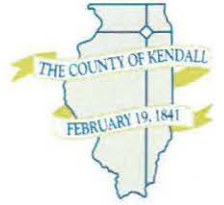
Adjournment – Member Hendrix made a motion to adjourn the meeting, second by Member Vickers. **With all in agreement, the meeting adjourned at 4:01p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Clerk



Kendall County
Office of the Sheriff



INTEROFFICE MEMORANDUM

TO: KENDALL COUNTY BOARD

FROM: COMMANDER BOBBY RICHARDSON 

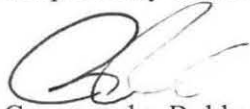
SUBJECT: INVITATION TO BID

DATE: 05/14/2019

CC: SHERIFF DWIGHT BAIRD, CHIEF DEPUTY MICHAEL PETERS

The current food service contract for the jail is set to expire on July 7, 2019. We are requesting approval to issue an Invitation to Bid for food service for the jail. Our current food service provider is Consolidated Correctional Food Services and we have been very pleased with their service. In the new ITB, there is a three-year option and a five-year option for the food services that will be provided. Once we have collected the bids, we will evaluate them and bring back a recommendation and a contract for consideration. The Invitation to Bid has been reviewed by the States Attorney's Office.

Respectfully submitted,



Commander Bobby Richardson
Kendall County Sheriff's Office



KENDALL COUNTY

SHERIFF



**Kendall County
Sheriff's Office
Invitation to Bid
to provide
Food Service for the Kendall
County Jail**

at the
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, Illinois 60560
May 14, 2019



PROJECT OVERVIEW

Kendall County and the Kendall County Sheriff's Office ("KCSO") hereinafter collectively referred to as "County," is requesting bids for the retention of a food service management firm to provide all necessary food, labor, and supplies for Kendall County Jail ("Facility"). This Invitation to Bid is for a high quality and cost effective food service system. The successful vendor will be responsible for procuring food, preparing food, maintaining supplies and inventory, and staffing all administrative and operational functions described herein. The successful vendor will be able to provide food services, consisting of three (3) meals each day of the year, two (2) of which will be hot meals, for approximately 150 inmates. The vendor will also make provisions for a medically approved/necessary special meals and snack program to meet special needs requirements.

DEFINITIONS

<i>ITB:</i>	Invitation to Bid.
<i>County:</i>	The collective reference to Kendall County and the Kendall County Sheriff's Office.
<i>KCSO:</i>	Kendall County Sheriff's Office.
<i>Vendor:</i>	Party submitting a bid to County under this Invitation to Bid.
<i>Agreement:</i>	The document formalizing the contractual relationship between the successful Vendor and the County, resulting from the ITB .
<i>Contractor:</i>	The successful Vendor that enters into the contractual relationship with the County.
<i>Facility:</i>	The Kendall County Jail, including the kitchen facilities.
<i>Capital Equipment:</i>	Equipment that is used to prepare, store, cook, or deliver food, identified in Appendix A, which is attached and incorporated herein.
<i>Jail Administrator:</i>	The Jail Administrator is the Corrections Division Commander and is responsible for all of the operations that take place in the Jail.
<i>ADP:</i>	Average Daily Population

INSTRUCTION TO VENDORS

General Description: County is requesting sealed bids to provide inmate food services for the inmates housed in the Facility, located at 1102 Cornell Lane Yorkville, IL 60560.

Questions concerning this ITB:

All questions should be directed to:

Commander Bobby Richardson
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560
(630) 553-7500 x1104
brichardson@co.kendall.il.us

All replies will be issued to all Vendors of record in writing and will become part of the Agreement. Questions will not be answered orally. All questions must be submitted at least seven business days prior to the submittal deadline.

Pre-bid Conference and Facility Tour

A mandatory pre-bid conference and Facility Tour is scheduled for May 29, 2019 at 10:00A.M. CST. Any Vendor who does not attend the pre-bid conference and Facility tour will be disqualified from consideration for this project. At the Facility Tour, the Vendor must review the Capital Equipment identified Appendix A to insure that the Capital Equipment is sufficient to perform all work as proposed.

Submission of Bids

All Vendors must submit one original and two copies of their bid in a sealed package plainly marked in the lower left-hand corner "**Food Services Bid.**" Failure to submit a **bid** in a properly marked package may eliminate the **bid** from consideration.

The **bid** must be addressed to:

Commander Bobby Richardson
Kendall County Sheriff's Office
1120 Cornell Lane
Yorkville, IL 60560

Bids must be delivered no later than June 5, 2019 by 4:00 P. M. ("Due Date"). Bids received after the Due Date will not be considered.

All **bids** submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon County's request, the Vendor(s) agrees to an extension.

Opening Bids and Awarding Agreement

Bids will be opened and publicly read on June 6, 2019 at 10:00 A.M. CST in the KCSO conference room. **Bids** will be evaluated and an award, if any, will be made to the lowest responsible bidder.

Reserved Rights: County reserve the following rights: (1) to waive or deviate from the procedures or timetable identified in **ITB**; (2) to supplement, amend, or otherwise modify the **ITB**, without notice; (3) to request additional information from Vendors; (4) to reject any or all bids; (5) to waive minor defects and technicalities; and (6) to award an Agreement which is in the best interest of the County and the KCSO..

Property of the County: The Vendor acknowledges that all **bid** materials become the property of the County and, as such, may be available to the public. By submitting a **bid**, the Vendor acknowledges that the County's decision is final, binding, and conclusive upon the Vendor for all purposes.

Award Criteria: In determining the lowest **responsible** Vendor the County will consider the following criteria:

- Quality, organization, clarity, and thoroughness of the **bid**
- Quality and quantity of the inmate food services to be rendered
- Qualifications and experience of the Vendor and key personnel
- Understanding of the project and the uniqueness of the Facility's needs
- Overall satisfaction of current and former clients
- Ability of the Vendor to begin services on an agreed upon date
- Reasonableness of the cost **bid**
- Any exceptions or conditions the Vendor sets forth in their **bid**

Execution of Agreement: The accepted Vendor shall assist and cooperate with the County and the KCSO in preparing the Agreement and within ten (10) business days of receiving the agreement shall execute same and return it to the KCSO. The Agreement shall substantially comply with the agreement attached as Appendix B. Each Vendor shall be prepared, upon written notice of bid acceptance, to commence work within fifteen (15) days of the execution of the Agreement.

Compliance with ITB: Bids that fail to comply with this **ITB** may be disqualified from consideration.

Mandatory Bid Requirements:

Bids for this project must contain the following information and be organized in the sequence identified below. Any supporting documentation should be included after the required information. All costs incurred in replying to this **ITB** are the responsibility of Vendor.

1. **Vendor Information:** Vendor name, primary contact, address, telephone number, facsimile, email, key personnel, and a brief history of the Vendor.
2. **Narrative:** Narrative statement explaining why the Vendor is especially qualified to undertake this project.
3. **Resumes:** Resumes of key personnel who will oversee this project.

4. **Statement of Food Handling:** A statement detailing how Vendor will provide for the correct handling, prompt storage, and/or rotation of food items, and how the Vendor will respond to issues that may occur with regard to food items purchased, including but not limited to food items ordered but not received or food items that are no longer fit for consumption when received.
5. **Transition Plan:** A detailed plan for transitioning the Facility from its current food service program to Vendor's food service program.
6. **Menus:** Sample menus to be served for a period of at least four (4) weeks, including a nutritional analysis of submitted menus and nutrition Compliance Statement, approved by a Registered Dietitian.
7. **Staff Recruitment:** An explanation of Vendor's method for recruiting and hiring staff for the Facility; attaching job descriptions as well as a copy of the Vendor's policy covering Equal Employment Opportunity practices.
8. **Education and Training:** An explanation as to how Vendor will provide continuing education and training for its employees and agents, the Facility's inmates, and the Facility's staff.
9. **References:** A list of at least three (3) of the Vendor's current clients with an ADP similar to that of this project, including the facility's name, ADP, primary contact's name and title, address, telephone number, and email.
10. **Scope of Services:** The **bid** must address all items listed in the Scope of Services section.

OBJECTIVE

- A. To select a professional food service management firm to provide food service for the Facility.
- B. To collect information necessary for the evaluation of competitive **bids** submitted by qualified bidders.
- C. To provide for a fair and objective evaluation of **bids**.
- D. To obtain an Agreement with the successful Vendor that will meet the following objectives:
 - 1) To deliver high quality food service that meets or exceeds the standard of the American Correctional Association Core Standards and Illinois County Jail Standards, and provides wholesome, healthy meals with caloric content of at least 2,400 calories per day.
 - 2) To operate the food service program at a staffing level that is appropriate to

accomplish the tasks contained herein.

- 3) To operate, in a cost effective manner, as an Independent Contractor, accountable to the Jail Administrator or his/her designee.
- 4) To maintain a cooperative collaborative relationship with the administration and staff of County.
- 5) To maintain complete and accurate records of meals served and billings for the purpose of providing a monthly report to the Jail Administrator.

SCOPE OF SERVICES

The successful Vendor that enters into an agreement with the County ("Contractor") will be expected to provide the following services as part of the food service management program:

OPERATIONAL RESPONSIBILITIES

A. Services:

Contractor shall provide three meals per day, including one cold (breakfast) and two hot meals (lunch and dinner). The daily caloric content should average at least 2,400 calories.

Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator.

All menus shall be reviewed and approved by the Contractor's Registered Dietitian prior to being prepared and served, and must be adjusted according to the recommended dietary allowances stated by the National Academy of Sciences, United States Department of Agriculture, and the United States Department of Health and Human Services.

Contractor shall maintain detailed records of all meals served.

Contractor will provide holiday meals on the following days: Christmas, Easter, Fourth of July, and Thanksgiving.

No food extenders or filler will be used.

Contractor must maintain and submit weekly documentation of menus as they are actually served to the Jail Administrator for informational purposes.

Therapeutic diets shall be available upon medical authorization. Specific diets shall be prepared and served to inmates according to the orders of the responsible health authority, including snacks for diabetic prisoners. Special diets for religious reasons shall be accommodated as directed by the policies of the Facility.

Contractor shall provide sack meals as requested.

Contractor will not prepare or serve pork, ham, bacon or any similar product containing any pork.

Special meals for medical, religious or safety issues are included in the Agreement pricing.

The Contractor shall furnish meals to KCSO Corrections employees who are on duty at the time of meal service. Employees will pay for their meals directly through County. Contractor will bill County for employee meals at the same rate as inmate meals and provided a count of employee meals under a mutually agreed upon system. Employee's meals should be of the same type as inmate meals, unless other accommodations are agreed to by both parties.

Contractor employee meals shall be provided for by Contractor, at no cost to the County, and should be of the same type as inmate meals.

Contractor will provide food and meals, as necessary, in coordinating a response to a community-wide emergency or natural disaster, if requested by KCSO to do so, and at a cost comparable to the rate set forth in this Agreement.

Upon request by Jail Administrator, but only up to twice every 12 months, in order to consume and rotate KCSO's emergency supplies, the Contractor will prepare and serve, at no charge to the county, food furnished by the KCSO and maintained as part of KCSO's emergency supplies. On these days, Contractor will compensate County for the cost of any meals provided to Contractor's employees at the rate of inmate meals. County employees will pay the County for their meals at the rate set by the County for employee meals.

B. Food Preparation Standards:

Contractor shall be responsible for all meals and insure that the entire food preparation, kitchen, kitchen restrooms, utensils, appliances, food service, and storage shall comply with all relevant standards and rules set by the Illinois Department of Public Health,

Illinois Jail Standards, and American Correctional Association Standards.

Only USDA inspected and approved meats, poultry, eggs, and dairy products may be used.

Contractor will cause the food to be plated or trayed in an eye-pleasing manner.

Meals shall be prepared, cooked, and portioned by civilian labor provided by Contractor.

Contract shall keep utensils, equipment, kitchen, bathroom, and storage areas continuously clean, and tidy, in a manner that satisfies the State Jail Inspector, American Correctional Association Standards, the Jail Administration, and the Kendall County Health Department.

Contractor shall obtain/possess any licenses and/or certificates required to furnish meals to adult inmates.

Contractor shall assure that the dietary operation is in compliance with the standards set by the American Correctional Association and the State Department of Corrections.

Contractor will obey all Federal, State, and local laws and ordinances regarding health, sanitation, and safety.

C. Employees/Inmate Labor

Contractor will provide a list of employees and agents, identified by name, and title at the time this Agreement is executed. Contractor shall timely update that list throughout the term of the Agreement.

All inmate workers will be trained and carefully supervised by Contractor's employees.

Contractor's employees shall hold appropriate licenses and certifications required for this type of food service.

Contractors shall be responsible for any damage by its employees or agents, or damage done by an inmate worker due to gross lack of training or supervision by Contractor, its employees or agents.

D. *Security.*

KCSO will, at all times, be responsible for the physical security of the Facility and the continuing security of the inmates.

Contractor's employees and agents will be responsible for the security and control of their County issued keys and work tools. All tools, such as knives, peelers, etc., will be kept in a locked area when not in use. Contractor shall maintain a recorded inventory of all such items, and shall document any time an item is removed and returned to the locked area.

Contractor's employees and agents will follow security procedures established by County and will take direction from the KCSO correctional staff in an emergency situation.

E. *Grievances.* Upon request of County, Contractor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints regarding food services.

EQUIPMENT AND FACILITIES

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

- G. County shall supply all utilities relating to the operation of the food service area, including garbage service, natural gas, water, and electric. County shall supply internet access, if needed, and basic local phone service. Any toll or long distance charges incurred by Contractor's employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will conserve utilities whenever possible.
- H. Facility shall at no times be used for the preparation of any foods or beverages other than those products to be delivered under Agreement.
- I. Contractor and the County shall jointly inventory all Capital Equipment and food service related items under Contractor's direct control at the inception of the Agreement and annually thereafter. Copies of the inventory will be retained by Contractor and County. Contractor shall provide equivalent quality replacement supplies as necessary. All replacement supplies shall become the property of County.

Appendix- A (Capital Equipment)

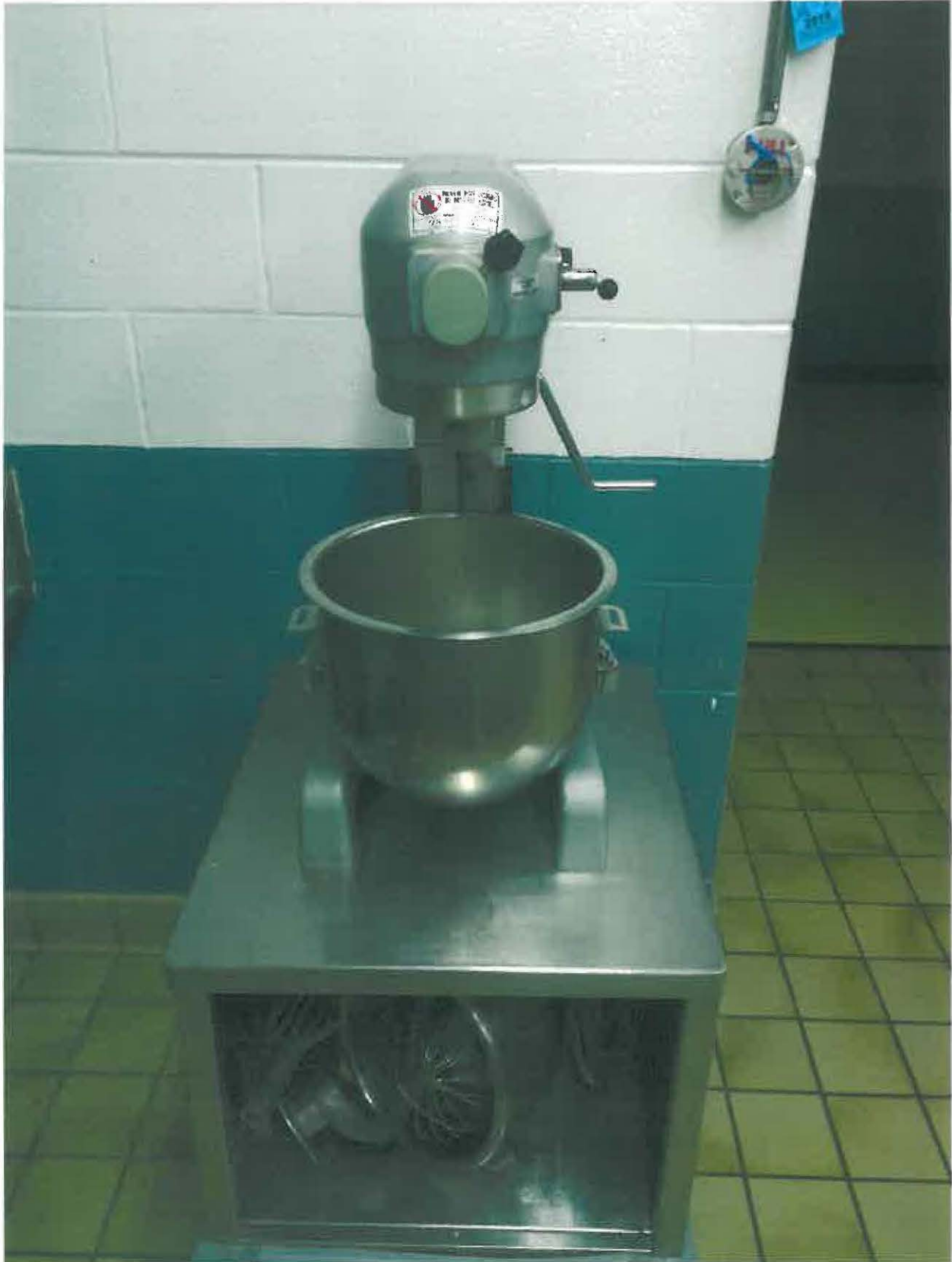
1. Stove top W/oven six (6) burner
2. Convection oven
3. Hobart mixer
4. Three station wash sinks
5. Hoshizaki ice machine
6. Ecolab dishwasher W/ heater element
7. Garbage disposal #1
8. Garbage disposal #2
9. Walk-in freezer and cooler combo
10. Steam table six (6) station
11. Fryer # 1
12. Fryer # 2
13. Grill/stove top W/ 2ovens and 4 burners
14. Food tray cart three (3) door, we have four (4) of them



STOVE TOP W/OVEN six (6) burner



CONVECTION OVEN



HOBART MIXER



3 station wash sinks



HOSHIZAKI ICE MACHINE



EXOLAB DISHWASHER W/HEATING ELEMENT



GARBAGE DISPOSAL # 1



GARBAGE DISPOSAL # 2



WALKIN FREEZER AND COOLER COMBO



STEAM TABLE six (6) station



FRYER#1



FRYER # 2



GRILL/STOVE TOP W/2 OVENS



FOOD TRAY CART / 3 door we have 4 of them

Appendix- C (Kitchen, pots, pans, equipment and utensils)

- 1.ladles (1)ea 3oz., 6oz., 32oz.
- 2.scrapers (2)
- 3.wire whip (2)
- 4.tongs (4)
- 5.brushes (2)
- 6.serving spoons (6)
- 7.turner (2)
- 8.stainless steel bowels 2qt (4) 4qt (3)
- 9.full sheet pans (15)
10. half sheet pans (4)
11. full sheet pans 3' deep (4)
12. stock pot w/ lids (3)
13. fry pans 14" (2)
14. 15qt pots w/ lids (3)
15. 24qt pots w/ lids (2)
16. drink coolers (4)
17. two handle colander (1)
18. hand held strainer (1)
19. can opener (1)
20. four slice toaster (1)

- 21. steam table covers (11)
- 22. steam table pans full size (12)
- 23. steam table pans half size (8)
- 24. cutting board (2)
- 25. microwave oven (2)
- 26. inmate spoons (500)
- 27. inmate food trays (250)

AGREEMENT FOR FOOD SERVICES AT THE KENDALL COUNTY JAIL

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

RECITALS:

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

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

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

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

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

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

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

- A. The American Correctional Association,
 - B. The Food and Nutritional Board of the National Academy Science as prescribed for inmate, and
 - C. The State of Illinois.
4. **TERM:** The initial term of this Agreement shall be from the of 8th day July, 2019 through and including the 7th day of July, 2021. The parties may agree to renew this Agreement for up to one (1) additional, consecutive, one-year term. Or The initial term of this Agreement shall be from the 8th day of July 2019 through and including the 7th day of July, 2024 At the conclusion of this Agreement, the KCSO may extend the Agreement up to 120 calendar days for purposes of establishing a new contract or obtaining a new Contractor.
5. **PRICES:** Pricing shall be set at \$ _____per meal for the first term of this Agreement.
6. **PRICE ADJUSTMENTS:** If the Agreement is extended for additional terms, the prices for those terms shall be as agreed to by parties and shall be set forth in writing, signed by both parties, prior to the start of the next contract term.
7. **PROMPT PAYMENT:** Contractor shall bill County approximately ten (10) business days after the end of the month in which services are rendered. Payment to Contractor will be made in accordance with the Local Government Prompt Payment Act. (50 ILCS 505/1).
8. **OPERATIONAL RESPONSIBILITIES**
- A. **Services:** Contractor shall be responsible for the following services pursuant to the terms of this Agreement.
 - i. Contractor shall provide three meals per day, including one cold (breakfast) and two hot meals (lunch and dinner). The daily caloric content should average at least 2,400 calories.
 - ii. Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator.
 - iii. All menus shall be reviewed and approved by the Contractor's Registered Dietitian prior to being prepared and served, and must be adjusted according to the recommended dietary allowances stated by the National Academy of Sciences, United States Department of Agriculture, and the United States Department of Health and Human

Services.

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

B. Food Preparation Standards:

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

C. Employees/Inmate Labor

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

D. Security:

- i. KCSO will at all times be responsible for the physical security of the Facility and the continuing security of the inmates.

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

9. EQUIPMENT AND FACILITIES

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

shall supply internet access, if needed, and basic local phone service. Any toll or long distance charges incurred by Contractor's employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will conserve utilities whenever possible.

H. Facility shall at no times be used for the preparation of any foods or beverages other than those products to be delivered under Agreement.

I. Contractor and the County shall jointly inventory all Capital Equipment and food service related items under Contractor's direct control at the inception of the Agreement and annually thereafter. Copies of the inventory will be retained by Contractor and by the County. Contractor shall provide equivalent quality replacement supplies as necessary. All replacement supplies shall become the property of County.

10. NOTICE. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, by the party listed below:

Notice to Kendall County: Kendall County Sheriff's Office,
 Attention: Sheriff Dwight Baird,
 Kendall County Public Safety Center,
 1102 Cornell Lane,
 Yorkville, Illinois, 60560,
 fax (630) 553-4379,

with copy sent to: Kendall County State's Attorney,
 807 John Street,
 Yorkville, Illinois, 60560,
 fax (630) 553-4204.

Notice to Contractor: _____

Fax: _____

11. **TERMINATION:** Contractor may terminate this Agreement by providing one hundred and eighty (180) calendar days written notification. The County may terminate this Agreement upon thirty (30) calendar days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed prior to the termination date, but shall not be responsible for any additional costs, damages, and/or fees. In the event that this Agreement is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services

elsewhere and charge the Contractor for any or all losses incurred, including attorney's fees and expenses. The Contractor will be deemed to have defaulted upon its failure to provide services consistent with, and as required by this Agreement.

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

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

unless KCSO has completed a criminal background investigation for each individual. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at the Facility absent prior written consent from County and Kendall County Sheriff. County, at any time, for any reason and in County's sole discretion, may require Contractor and/or Contractor's employees, consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

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

16. **HOLD HARMLESS / INDEMNIFICATION.** Contractor will hold harmless and indemnify the County, together with its officials, officers, employees, including their past, present, and future board members, elected officials and agents with counsel of the County's own choosing, against all liabilities, claims, suits, demands, proceedings, and actions for any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated solely by the negligent, reckless, intentional, or deliberately indifferent conduct of Contractor, its employees, and agents. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, must be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney. County's participation in their defense shall not remove Contractor's duty to indemnify, defend, and hold harmless, as set forth above.
17. **Insurance.** All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to County at the address set forth herein.

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

Commercial General Liability (“CGL”): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

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

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

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

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

Additional Insured Status. County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

Waiver of Subrogation. Contractor hereby grants to County and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

18. PRISON RAPE ELIMINATION ACT OF 2003 (PREA). Contractor will comply with PREA, applicable PREA standards, and the KCSO policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Facility. Contractor acknowledges that, in addition to self-monitoring, KCSO may conduct announced or unannounced monitoring to include on-site monitoring.
19. REMEDIES. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, County is required to use the services of an attorney, then County shall be entitled to reasonable attorneys’ fees, court costs, expenses and expert witness fees incurred by County pertaining thereto and in enforcement of any

remedy, including costs and fees relating to any appeal.

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

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

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

22. PROTECTION OF WORK AND CLEAN-UP. The Contractor shall be responsible for the protection of all work (including, but not limited to, all work performed by Contractor and all subcontractors) and shall at Contractor's own expense replace damaged or lost materials or repair damaged parts of the work, and the Contractor shall be liable therefore. Contractor and subcontractors shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The

Contractor and subcontractors may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall remove from the vicinity of the Facility all surplus material or equipment belonging to Contractor and subcontractors. within a reasonable time or as directed by the County.

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

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

The vendor TBA

Date

COUNTY OF KENDALL, ILLINOIS

Kendall County Board Chairman

Date

Kendall County Clerk

Date

Kendall County Sheriff

Date



Kendall County
Office of the Sheriff



INTEROFFICE MEMORANDUM

TO: KENDALL COUNTY BOARD
FROM: COMMANDER BOBBY RICHARDSON *BR*
SUBJECT: USMS CONTRACT PROPOSAL
DATE: 05/14/2019
CC: SHERIFF DWIGHT BAIRD, CHIEF DEPUTY MICHAEL PETERS

The Kendall County Sheriff's Office and the County of Kendall maintain a mutually beneficial partnership with the United States Marshals Service (USMS). As part of this partnership we have submitted an application request to the USMS to reassess and to negotiate the per diem and hourly guard/transportation rates of Federal Inmates housed by the KCSO, which can be done every three years.

Our current rates were established in the IGA entered into on July 1, 2015. Based upon our application, the USMS has offered to adjust the per diem rate to \$80 (from \$75) and the hourly guard/transportation rate to \$38 (from \$35). The KCSO is requesting that the USMS proposed rates be accepted.

However, due to the USMS fiscal constraints they will not be able to approve the modification to the proposed rate on the new IGA prior October 1, 2019. By notifying the USMS that the County is in agreement in the proposed rate, it will ensure that the application is processed accordingly and prevent any delays in payment or interruptions of services.

The USMS rate proposal was approved by the Law, Justice and Legislation committee and it was recommended to proceed to the board for approval. The Sheriff's Office is seeking approval of the continued IGA between the USMS and County of Kendall at the above stated rates to ensure a seamless and uninterrupted continuation of contractual services. At or around October 1, 2019 the new IGA will be submitted for final approval and signatures.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "BR", written over a faint circular watermark of the Kendall County Sheriff's Office seal.

Commander Bobby Richardson
Kendall County Sheriff's Office

**A RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL AID AGREEMENT WITH THE
ILLINOIS CORONERS AND MEDICAL EXAMINER'S ASSOCIATION**

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, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., 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, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contracts shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Kendall County Coroner wishes to prepare for potential emergencies which may require they provide aid and assistance to other county coroners or that the Kendall County Coroner may request aid and assistance from other county coroners; and,

WHEREAS, the objective of preparing for these emergencies can be furthered by the establishment of a state-wide mutual aid and assistance system between and among the county coroners of this state by and through the Illinois Coroners and Medical Examiner's Association;

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Kendall County, Illinois, that the County board Chairman and County Coroner be authorized to enter into this intergovernmental agreement that authorizes Kendall County Coroner's participation in the Illinois Coroner's and Medical Examiner's mutual aid agreement effective upon the approval of this resolution.

Adopted this _____ day of _____, 2019.

Attest:

County Clerk

Respectfully submitted,
Law, Justice & Legislation Committee

Law, Justice & Legislation Committee, Chairman

Kendall County Board Chairman

Law, Justice & Legislation Committee Members

COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING
County Office Building
111 W. Fox Street, Room 210; Yorkville
Monday, May 6, 2019

CALL TO ORDER - Committee Chair Elizabeth Flowers called the meeting to order at 5:32p.m.

ROLL CALL

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

Others in Attendance: Scott Koeppel, Tracy Page

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

APPROVAL OF MINUTES – Motion made by Member Gryder, second by Member Prochaska to approve the April 17, 2019 minutes. **With five members voting aye, the minutes were approved by a 5-0 vote.**

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

- *Administration Department* – Mr. Koeppel updated the Board on new hires. Director Smiley has hired a new Maintenance Tech as there was a retirement in his Department. Ms. Johnson assisted with the interviews and will also assist with the upcoming GIS Specialist opening. In Animal Control we are back to the drawing board on the open Kennel Manager position. The person we offered it to accepted another position, so we have to move more quickly on open position.

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Presentation Review of Prescription Opportunities and Performance Drug – The Horton Group* – Horton has been rescheduled to June as they would like more time to gather more prescription data.

- *Discussion and Approval of Kencom Intergovernmental Agreement for Technology Support Services* – After a review by the State’s Attorney Office it was decided to separate the Treasury and Administration Agreement from the Technology Support Services Agreement because the scope of technology services have grown. The Treasury Agreement should be passed first. Some things of note, the ink and toner services remain in the agreement. The biggest change is the increase the money because staff has to get training on the new phone system to provide support. With regard to the payments, the monthly payment of \$3500 will start within 30 days of the agreement being signed with a 3% increase every year which will start on December 1st of this year. The amount will total about \$93,000 a year. This agreement is two years initially then there is a one-year notice clause because we are relying on these payments for staff salaries. Motion made by Member Gryder second by Member Prochaska. **With five members voting aye, the agreement was approved to be forwarded by a 5-0 vote**

- *Discussion and Approval of Kencom Intergovernmental Agreement for Administrative, Treasury and Employee Benefits Administration Services* – Mr. Koepfel explained that the Treasury and Employee Benefits Agreement has been updated to reflect how we currently operate. The original agreement was before Kencom became their own entity so we removed the handbook reference and worker’s comp and we changed the health benefits to the Treasurer’s Office. It’s a two-year agreement then auto renews for a year after that and has a 120 day out. Motion made by Member Gryder second by Member Vickers. **With five members voting aye, the agreement was approved to be forwarded by a 5-0 vote**

- *Discussion of Worker’s Compensation Tactical Athlete Health and Performance Institute Program* – Mr. Koepfel showed a short video about the benefits of a new Worker’s Compensation Program proposed by ICRMT/ IPMG that is geared at getting employees back to work more quickly by providing specialized attention to employees that opt into the Program. Tactical Athlete Health and Performance Institute (TAHPI), is the company. It is voluntary and would cost \$1285 per incident. The overtime and PEDSA savings would be significant, in addition to getting employees back to work more quickly. Motion made by Member Gryder second by Member Gilmour approve the Program and present the video at the Committee of the Whole Meeting. **With five members voting aye, the Program was approved and will be presented at the May 16th, COW by a 5-0 vote**

EXECUTIVE SESSION - None

ITEMS FOR COMMITTEE OF THE WHOLE -

- *Discussion of Worker’s Compensation Tactical Athlete Health and Performance Institute Program*

ACTION ITEMS FOR COUNTY BOARD

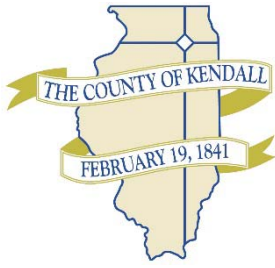
- *Discussion and Approval of Kencom Intergovernmental Agreement for Administrative, Treasury and Employee Benefits Administration Services*

- *Discussion and Approval of Kencom Intergovernmental Agreement for Technology Support Services*

ADJOURNMENT – Member Gryder made a motion to adjourn the meeting, second by Member Prochaska. **With five members voting aye, the meeting was adjourned at 5:57p.m.**

Respectfully Submitted,

Mera Johnson
HR Risk Management & Compliance Coordinator



Kendall County Agenda Briefing

Committee: Admin HR

Meeting Date: May 15, 2019

Amount: Not to exceed \$5,000

Budget: 51020006215 - GIS Fund - Mapping - Consultants - Max of \$8,000

Issue: GIS Department is in need of replacing on-premise servers and storage.

Background and Discussion:

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

Committee Action:

Motion made by Member Gryder second by Member Vickers to forward the contract in an amount not to exceed \$5000 to the County Board. With four members voting aye, the contract was approved by a 4-0 vote.

Staff Recommendation:

Prepared by: Meagan Briganti

Department: GIS

Date: May 17, 2019

April 26, 2019

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

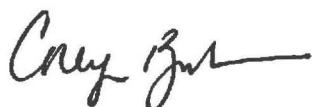
Dear Meagan,

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

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

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

Sincerely,



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

I. GIS Support Block

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

How do GIS Support Blocks work?

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

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

II. Pricing & Acceptance

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

You may indicate your acceptance of the above proposal with a signature from authorized personnel at the County. Any expenses or travel incurred by GISinc while performing GIS Support Block services for the County will be billed at actual costs separate from this contract.

		TABLE 1	
<u>Kendall County, IL</u>		<u>Price</u>	<u>Block of Hours</u>
Support Block Amount:	\$ _____	\$5,000	30
		\$10,000	60
		\$15,000	95
		\$20,000	135
		\$25,000	175
Signature:	_____	\$30,000	215
		\$50,000	370
Name:	_____	\$60,000	455
		\$75,000	585
Title:	_____	\$100,000	800
Date:	_____		

Quotation Terms and Conditions

This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Geographic Information Services, Inc. (GISinc).

Payment Terms: Client will be billed monthly for all travel expenses and labor costs based on hours worked. Client agrees to NET 30 terms after receipt of invoice on this prepaid GIS support block. Supporting details will be provided as requested to detail the hours, rates, and deliverable(s) performed during the preceding month.



Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Geographic Information Services, Inc ("GISinc") to a customer ("Customer"). These Terms and Conditions, together with the proposal, quotation and contract, including any statement of work, herein SOW, shall constitute the entire agreement ("Agreement") between the parties.

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

1. GENERAL PROVISIONS.

This proposal including the SOW and all Terms and Conditions set forth herein, constitutes the entire agreement between GISinc and Customer. The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that GISinc has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind GISinc in any way. This confidential proposal is valid for thirty (30) days and unless otherwise stated.

2. SCOPE OF SERVICES.

During the term of the Agreement, GISinc shall furnish the services in accordance with the SOW set forth in the proposal.

3. WORK PERFORMANCE.

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

4. TAXES.

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

5. CHANGES.

No changes, modification, amendment shall be binding upon GISinc unless otherwise agreed to in writing. Customer's authorized representative may in writing, direct changes within the general scope of the Agreement. If such change increases or decreases the cost or time required to perform this Agreement, Customer and GISinc shall negotiate an equitable adjustment in the price and schedule to reflect the

appropriate change. GISinc shall adjust the proposal to reflect the change. Customer shall modify any purchase order or confirmation form and reissue to GISinc accordingly.

6. INVOICE AND PAYMENT.

Customer shall pay GISinc within thirty (30) days after receipt of invoice or as per the terms indicated in the proposal. GISinc will bill Customer monthly for all travel expenses and labor costs based on hours worked.

7. CANCELLATION.

Customer shall provide thirty (30) days written notice to GISinc prior to canceling an order. Customer will compensate GISinc for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions.

8. ASSIGNMENT.

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

9. INDEMNITY.

The parties shall indemnify and hold harmless the other, its officers and employees from and against damages, claims liabilities, fines, penalties and expenses (to include reasonable attorney's fees) due to its negligent acts, willful misconduct, errors or omissions of any GISinc employee during the performance of its obligations hereunder that arise out of (1) injuries or death to persons or damage to property, (2) services and/or deliverables agreed to under this order (3) violation of any federal, state, county or municipal laws. GISinc's total liability to Customer for any reason shall not exceed the total amount paid to GISinc by Customer for the services provided under this Agreement.

GISinc's duty to defend and hold harmless Customer shall not apply to any liability claim for damages or injuries arising from or as a result of the negligence of Customer or employees / agents of Customer.

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

To the extent permitted by law, in no event shall either party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages of any kind.

10. WARRANTY.

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

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

11. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, GISINC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS), EVEN IF THE CUSTOMER HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. GISINC'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY GISINC FROM CUSTOMER PURSUANT TO THE APPLICABLE SOW UNDER WHICH THE ALLEGED LIABILITY AROSE.

12. FORCE MAJEURE.

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

13. SERVERABILITY.

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

14. GENERAL SERVICES ADMINISTRATION SCHEDULE

As indicated in the proposal, if applicable, this Agreement incorporates and shall be governed by the terms of a General Services Administration ("GSA") Schedule entered by GISinc and the United States Government. GISinc's GSA Schedule number: GS-35F-0682R.

15. GOVERNING LAW.

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Alabama without regard to the conflict of law rules thereof, provided that (i) contract provisions that have been incorporated directly from or by express reference to the Federal Acquisition Regulations ("FAR"), FAR supplements or GSA schedule terms, (ii) contract provisions that have been flowed down from a contract with the U.S. Government, and

(iii) the Changes and Termination for Convenience articles, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government.

16. DISPUTE RESOLUTION.

Customer and GISinc shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to GISinc corporate headquarters.

17. OTHER.

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

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

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

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

18. COMPLETE AGREEMENT.

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

HIGHWAY COMMITTEE MINUTES

DATE: May 14, 2019
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Scott Gryder, Amy Cesich, Matt Kellogg, and Matt Prochaska
STAFF PRESENT: Ginger Gates, John Burscheid and Fran Klaas
ALSO PRESENT: PJ Fitzpatrick and Kelly Farley

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

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

Motion Prochaska; second Kellogg, to approve the Highway Committee meeting minutes from April 9, 2019. Motion approved unanimously.

Motion Gryder; second Kellogg to recommend approval of a Preliminary Engineering Services Agreement with Willett Hofmann & Associates, Inc. for a bridge replacement on Caton Farm Road over Aux Sable Creek in an amount not to exceed \$142,421.28; said funds to be taken out of the County Bridge Fund. Kellogg asked and Klaas confirmed that this is the bridge approximately ½ mile west of Schlapp Road. Construction is scheduled for 2021. Motion approved unanimously.

Cesich arrived at 3:35 PM.

Motion Kellogg; second Prochaska to recommend approval of a Preliminary Engineering Services Agreement with Patrick Engineering, Inc. to design a storm sewer system along Chicago Road in Plattville, IL in an amount not to exceed \$47,499.73; said funds to be taken out of the Transportation Sales Tax Fund. Klaas discussed the historic water problems in Plattville, and the increasing problems on the south side of Chicago Road just west of the Aux Sable Creek. This project would include the design of storm sewers extending west from the Creek for about ¼ mile. Motion approved unanimously.

Gryder discussed the idea of looking at a joint County / City (Yorkville) project at the intersections of Galena Road, Kennedy Road and Mill Road, with the idea of swinging Mill Road north to a roundabout intersection with Galena and Kennedy. Klaas confirmed that the County has an intersection improvement planned in the 5-Year Plan to improve the Galena / Kennedy intersection. Yorkville is poised to realign Mill Road south to a new intersection with Kennedy Road. Klaas thought it might be a good idea to at least look at the possibility of bringing all these roads together at a roundabout intersection. He indicated that it would only make sense if a long term capacity analysis was favorable. He suggested hiring an independent firm, such as Crawford, Murphy & Tilly, to analyze the potential intersection to determine the best course of action. Kellogg asked whether the Cannonball extension would have any impact on this Kennedy Road issue. Klaas discussed the Gordon Road connection to Cannonball, the distinct and separate intersection of Galena Road and Kennedy Road, and concluded that he didn't think Cannonball

would have any significant impact on this project. Gryder talked about the side benefits of making a temporary improvement to Mill Road immediately at a cost of only \$100,000 and then partnering with Yorkville on the long-term solution, which could save both agencies some money, and ultimately move traffic in a better way. The Committee discussed the idea of hiring CMT to look at the idea of a roundabout at this location. Kelly Farley of CMT confirmed that the effort would not take long and would be inexpensive. Committee directed County Engineer and CMT to bring proposed engineering services agreement back to June committee meeting.

Amy Cesich advised the committee that a resident of Millington had contacted her about the Millington Bridge repairs, and many details about the ongoing repair dilemma. Folks in the Millington area are getting very frustrated with the lack of progress on the project, and have been notifying local representatives and TV stations. Evidently many of them feel that this project has been forgotten. Klaas discussed the fact that the last 12-month period has been the wettest in US history, and the 3rd wettest in Illinois history. This has scuttled the contractor's plans to make a quick repair, and simply made them wait for water levels in the Fox River to go down. Cesich wondered if there was a better way to advise the residents on an ongoing basis, or if anything else could be done to expedite the construction. Committee members discussed the ongoing frustration. Klaas indicated that until the water goes down, there is simply no way to begin repairs, which continues to frustrate everyone involved.

Motion Kellogg; second Prochaska to forward Highway Department bills for the month of May in the amount of \$139,094.71 to the Finance Committee for approval. Motion approved unanimously.

Motion Cesich; second Kellogg to adjourn the meeting at 4:00 P.M. Motion carried unanimously.

Respectfully submitted,



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

Action Items

1. Preliminary Engineering Services Agreement with Willett Hofmann& Associates, Inc. for a bridge replacement on Caton Farm Road over Aux Sable Creek in an amount not to exceed \$142,421.28; said funds to be taken out of the County Bridge Fund.
2. Preliminary Engineering Services Agreement with Patrick Engineering, Inc. to design a storm sewer system along Chicago Road in Plattville, IL in an amount not to exceed \$47,499.73; said funds to be taken out of the Transportation Sales Tax Fund.

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY, MAY 6, 2019**

Committee Chair Matt Kellogg called the meeting to order at 4:37 p.m.

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

With enough members present, a quorum was formed to conduct business.
Others Present: Facilities Management Director Jim Smiley.

Approve the April 1, 2019 Facilities Committee Meeting Minutes – There were no changes to the April 1, 2019 minutes; Member Cesich made a motion to approve the minutes, second by Member Gilmour. **With enough present members voting aye, the minutes were approved.**

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

Public Comment – None

Old Business/Projects

1. *Historic Courthouse Window Project* – Director Smiley informed the Committee the window installation is now complete. KCFM staff will finish the trim and painting within the next week.
2. *Vending Machine Changes at County Office Building & Courthouse* – Mr. Smiley stated he received the State's Attorney's proposed changes and sent them to the Illinois Department of Human Services for the State of Illinois's Attorney's to review.
3. *MSDS Electronic Program* – Director Smiley talked to the Jail Commander regarding funding for the program. Mr. Smiley stated if multiple departments were to utilize the program the cost startup would be kept down to around \$1,000.00 for each department. Mr. Smiley was planning to request the County to pay for the entire annual fees. The Committee decided to discuss this again in 2 months.
4. *Public Safety Center – H.V.A.C. Replacement Project* – Director Smiley informed the Committee the main demo of unit #1 and #2 has begun and the main water pipes have been installed. Trane informed Jim they are confident the chiller will be delivered next week. Jim stated the crane will be on site next week to remove the old system and install the new chiller. Director Smiley believes the project should be satanically completed by the end of the month.
5. *Courthouse Roof Replacement Project* – Director Smiley was due to meet with the architects last Wednesday, for the roof core samples to be taken however this work was delayed due to all the rain. Jim is hoping the drawings and specs will be ready by the June meeting.
6. *KCFM Truck Replacement* – Director Smiley informed there is no change since last month.
7. *Courthouse Lactation Room* – Mr. Smiley stated the construction of the lactation room is complete. Jim also stated the informational signs and furniture are ordered. Jim stated the project will be completed by the June 1st deadline.
8. *Chair Lift Repair Courtroom #112* – Jim stated KCFM tech is working with the court for availability to do the repair. Jim believes this to be complete by next meeting.

New Business/Projects

1. *Chair's Report*

- a. *Solar Field Update* – Chair Kellogg informed the Committee that he and Jim had spoken with Chris Childress from Progressive Energy. Mr. Childress stated GRNE is still waiting for state approval and is hopeful to hear by the end of the month. Chris also stated GRNE is in progress of getting permits with the City of Yorkville. Chair Kellogg is hoping to have the fence and landscaping costs by the next meeting.
 - b. *County Office Building Projects* – Chair Kellogg stated 5/3 Bank in Yorkville is closing and Jim Smiley, Facilities Director, Jill Ferko, County Treasurer and Scott Koeppel, County Administrator toured the property. Jim stated the furniture and the camera security system would be nice to have included in the purchase. Member Cesich went on the record to state she is not supportive the purchase of the bank at this time. Member Cesich asked if Mr. Smiley could look into the costs of building out the 2nd floor of the courthouse as was talked about a few years ago. Chair Kellogg stated a cost of finishing the upstairs of the courthouse as a possible site will be looked into.
2. *NOAA Presentation on Severe Weather Watching* – Director Smiley attended a weather seminar held by the sheriff's office at the Health Department a few weeks ago. This will benefit Mr. Smiley when preparing emergency plans for county facilities. **Project Complete.**
 3. *Healy Bender Contract Review for Animal Control Projects* – Director Smiley stated County Administrator Koeppel asked Jim to review at the Healy Bender contract for tomorrow night's meeting. Jim answered the SAO's questions and forwarded the two areas of concern to Healy Bender. Director Smiley stated the first concern of the insurance requirement has been resolved, Healy Bender's insurance carrier is fine with our County standards for insurance. Jim informed the Committee the other concern is the reimbursable are less than \$1,000.00 and were not included in that amount on the agenda for approval tomorrow night. Mr. Smiley stated it is not possible to change the amount on the agenda since it is within 24 hours of the meeting. Jim believes the \$1,000.00 difference could be billed separate so the item can remain on the agenda. Jim received verbal responses from Healy Bender but is awaiting the written response. This is on the County Board agenda for approval tomorrow night.
 4. *Phone Network Replacement Planning* – Director Smiley stated this item has been in budget since 2013, but has not been funded to date as well as Technology Services needed to update to their system before Voice Over Internet Protocol (VOIP) could be considered. Mr. Smiley reminded the committee that the phone system manufacturer no longer supports the older systems we currently have in place. Director Smiley stated he and Technology Services Director Kinsey have been reviewing "Cloud Based" systems and plan to put out a bid to get a cost estimate of what the upgrade will cost for budgeting in the 2020 budget.
 5. *FM Technician Hire* – John Lacek – Director Smiley stated the background screen was approved Friday. Mr. Smiley stated John came in today to get his ID Badge done. John's start date is May 20, 2019.
 6. *Courthouse Liebert UPS System Switch replacement* – Director Smiley stated the Friday holiday afternoon the capacitors and switch were replaced. **Project complete.**
 7. *Review Historic Courthouse Window Replacement bid from Patrick McCann Inc. in the amount of \$75,700.00 to forward to the County Board for Approval* – Chair Kellogg stated this is on the agenda for tomorrow night's vote to approve. Although there was only one bid, Mr. McCann's company has been low bidder on previous projects. Their bid for this project is in line with the costs from those previous projects.
 8. *State's Attorney's Office review Invitation to bid for Elevator Controls Upgrade at the Courthouse* – Director Smiley stated this should be sent to the State's Attorney's Office for review this month.

Staffing/Training/Safety

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

Other Items of Business

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

Questions from the Media – None

Executive Session – None

Adjournment – Chairman Kellogg asked if there was a motion to adjourn. Member Cesich made a motion to adjourn the meeting, second by Member Gilmour. **With all members present voting aye, the meeting adjourned at 5:12 p.m.**

Respectfully submitted,

Christina Wald
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, May 16, 2019

Call to Order

Committee Vice Chair Matt Kellogg called the Budget and Finance Committee to order at 5:51p.m.

Roll Call

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

Staff Members Present: Latreese Caldwell, Robyn Ingemunson

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

Approval of Claims – Member Prochaska made a motion and Member Cesich seconded the motion to forward for approval Claims in an amount not to exceed \$1,653,641.47 to the County Board. **With three members voting aye, the claims were approved to forward to the County Board for final approval by a vote of 3-0.**

Department Head and Elected Official Reports - None

Items from Other Committees – None

Items of Business

- *Approval of a Resolution Establishing Civil Fees and Criminal and Traffic Assessments to be Charged by the Clerk of the Circuit Court* – Discussion of the proposed fee increases for the Circuit Clerk’s office. Member Kellogg stated that the Finance Committee has been working with the Circuit Clerk for almost two years on this proposal.

Member Prochaska made a motion to change the resolution to an ordinance, second by Member Cesich. **With three members present voting aye, the motion carried.**

Member Prochaska made a motion to add Law Library to all funds as it applies, to the ordinance, second by Member Cesich. **With three members present voting aye, the motion carried.**

Member Prochaska made a motion to add “funds should be deposited in to the Circuit Clerk Fees line item #010-1-014-1205”, second by Member Cesich. **With three members present voting aye, the motion carried.**

Member Prochaska made a motion to add the clause “SEVERABILITY: The unenforceability or invalidity of any clause in this Ordinance shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from this Ordinance to the extent of its unenforceability and invalidity. Therefore, this Ordinance shall be interpreted and enforced as if it did not contain the said clause to the extent of its unenforceability and invalidity”, Member Cesich seconded the motion. **With three members present voting aye, the motion carried.**

Member Prochaska made a motion to forward the Ordinance with the proposed changes to the County Board for approval, second by Member Cesich. **With three members present voting aye, the motion carried.**

Executive Session – Member Cesich 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 120-2/21, second by Member Prochaska.

Roll Call

Attendee	Status
Amy Cesich	Yes
Audra Hendrix	ABSENT
Matt Kellogg	Yes
Matthew Prochaska	Yes

With three members present voting aye, the committee entered into Executive Session at 6:16p.m.

The committee reconvened in Open Session at 6:19p.m.

Items for the County Board

- *Approval of Claims in an amount not to exceed \$1,653,641.47*
- *Approval of a Resolution Establishing Civil Fees and Criminal and Traffic Assessments to be Charged by the Clerk of the Circuit Court*
- *Approval of the Release of Executive Session Minutes Reviews from September 13, 2018 and May 16, 2019*

Adjournment – Member Cesich made a motion to adjourn the Budget and Finance Committee meeting, Member Prochaska seconded the motion. **The meeting was adjourned at 6:22p.m. by a 4-0 vote.**

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

COUNTY OF KENDALL, ILLINOIS
ORDINANCE 2019-_____

**ORDINANCE ESTABLISHING CIVIL FEES AND
CRIMINAL AND TRAFFIC ASSESSMENTS
TO BE CHARGED BY THE CLERK OF THE CIRCUIT COURT**

WHEREAS, Resolution 18-44 approved by the County Board on September 4, 2018, currently set forth the fees authorized by the County Board to be charged in both civil and criminal cases in Kendall County; and

WHEREAS, the Illinois General Assembly passed comprehensive legislation in 2018, which completely overhauls the criminal, traffic and civil fee structures in the Circuit Courts throughout the State of Illinois; and

WHEREAS, the purpose of the legislation was to consolidate fees into unified schedules for all counties, to realign fees to be constitutional, and to provide for fee waivers for low income individuals; and

WHEREAS, effective July 1, 2019, Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, sets forth the fees to be charged in all counties in the State of Illinois by the Clerks of the Circuit Court for the filing of pleadings and for other services provided by the Clerks in civil cases; and

WHEREAS, Section 27.1b of the Clerks of Courts Act creates four schedules for civil filing fees, three schedules for civil appearance fees, and establishes various other fees that Clerks of the Circuit Court are authorized to assess in civil cases, all of which are generally classified as “not to exceed” amounts; and

WHEREAS, Section 27.1b provides that, unless otherwise specified, the amount of the fees shall be determined by ordinance or resolution of the County Board and remitted to the County Treasurer to be used for purposes related to the operation of the court system in the county; and

WHEREAS, effective July 1, 2019, the newly-adopted Criminal and Traffic Assessment Act, 705 ILCS 135/1-1 *et seq.*, sets forth minimum fines to be levied and assessments to be charged in criminal and traffic cases by the Clerks of the Circuit Court in all counties in the State of Illinois; and

WHEREAS, Sections 15-5 through 15-65 of the Criminal and Traffic Assessment Act establish thirteen (13) assessment schedules for various criminal, traffic, conservation and non-traffic offenses, and for each schedule the County’s portion of the assessment is specifically listed; and

WHEREAS, Sections 15-5 through 15-65 break down how the assessment amounts are to be distributed to various County funds, if those funds are in existence; otherwise, the amounts designated for funds that are not in existence are to be placed in the County’s general fund for purposes related to operation of the court system in the County.

WHEREAS, Civil fees and criminal assessments shall meet the requirements of Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, and the Criminal and Traffic Assessment Act, 705 ILCS 135/1-1 *et seq.* as follows:

Civil Fees.

Fees in civil matters shall be assessed and distributed as set forth herein, in compliance with Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b. The fees for filing a complaint, petition or other pleading initiating

a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

SCHEDULE 1: \$316.00 to be divided as follows:

- a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
 - Court Automation Fund - \$20.00
 - Court Document Storage Fund - \$20.00
 - Circuit Court Clerk Operation and Administrative Fund - \$5.00
- b. \$11.00 to be remitted to the State Treasurer and deposited as follows:
 - Access to Justice Fund - \$2.00
 - Supreme Court Special Purposes Fund - \$9.00
- c. \$260.00 to be remitted to the County Treasurer and deposited as follows:
 - Circuit Clerk Fees - \$250.00
 - Law Library Fund - \$10.00

SCHEDULE 2: \$266.00 to be divided as follows:

- a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
 - Court Automation Fund - \$20.00
 - Court Document Storage Fund - \$20.00
 - Circuit Court Clerk Operation and Administrative Fund - \$5.00
- b. \$11.00 to be remitted to the State Treasurer and distributed as follows:
 - Access to Justice Fund - \$2.00
 - Supreme Court Special Purposes Fund - \$9.00
- c. \$210.00 to be remitted to the County Treasurer and deposited as follows:
 - Circuit Clerk Fees - \$200.00
 - Law Library Fund - \$10.00

SCHEDULE 3: \$89.00 to be divided as follows:

- a. \$22.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
 - Court Automation Fund - \$10.00
 - Court Document Storage Fund - \$10.00
 - Circuit Court Clerk Operation and Administrative Fund - \$2.00
- b. \$11.00 to be remitted to the State Treasurer and distributed as follows:
 - Access to Justice Fund - \$2.00
 - Supreme Court Special Purposes Fund - \$9.00
- c. \$56.00 to be remitted to the County Treasurer and deposited as follows:
 - Circuit Clerk Fees - \$56.00

SCHEDULE 4: \$0.00

The fees for filing an appearance in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

SCHEDULE 1: \$191.00 to be divided as follows:

- a. \$45.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
 - Court Automation Fund - \$20.00
 - Court Document Storage Fund - \$20.00
 - Circuit Court Clerk Operation and Administrative Fund - \$5.00
- b. \$11.00 to be remitted to the State Treasurer and distributed as follows:
 - Access to Justice Fund - \$2.00

- Supreme Court Special Purposes Fund - \$9.00
- c. \$135.00 to be remitted to the County Treasurer and deposited as follows:
 - Circuit Clerk Fees - \$125.00
 - Law Library Fund - \$10.00

SCHEDULE 2: \$109.00 to be divided as follows:

- a. \$10.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
 - Court Automation Fund - \$4.00
 - Court Document Storage Fund - \$4.00
 - Circuit Court Clerk Operation and Administrative Fund - \$2.00
- b. \$9.00 to be remitted to the State Treasurer and distributed as follows:
 - Supreme Court Special Purposes Fund - \$9.00
- c. \$90.00 to be remitted to the County Treasurer for purposes related to the operation of the court system.

3. SCHEDULE 3 & 4: \$0

Except as otherwise specifically provided, the following miscellaneous fees are to be deposited in the County General Fund to be used for purposes related to the operation of the court system in the County:

Alias summons or citation:	\$5.00
Jury services:	\$212.50
Change of venue:	\$40.00
Petition to vacate or modify:	
If filed within 30 days:	\$50.00
If filed after 30 days:	\$75.00
Notice sent to Secretary of State:	\$40.00
Appeals preparation:	
If record is 100 pages or less:	\$50.00
If record is between 100 and 200 pages:	\$100.00
If record is 200 pages or more:	\$00.25 per page addtl'
Garnishment, wage deduction, and citation proceedings:	
Amount in controversy \$1,000 or less:	\$15.00
Amount in controversy \$1,000.01 - \$5,000:	\$30.00
Amount in controversy greater than \$5,000:	\$50.00
Mailing:	\$10.00 plus the cost of postage
Certified copy of a judgment, following the first copy:	\$10.00
Certification, authentication, and reproduction:	\$6.00
Reproduction of any document contained in the Clerk's files:	

\$2.00 for the first page

\$0.50 per page for the next 19 pages

\$0.25 per page for all additional pages

Record search:	\$6.00 for each year searched
Hard copy print output:	\$6.00
Performing a marriage in court:	\$10.00
Filing each deed of voluntary assignment:	\$20.00
Recording a deed of voluntary assignment:	\$0.50 for each 100 words
Expungement petition:	\$60.00
and an additional fee of \$4.00 for each certified copy of an order to expunge arrest records	

Collections:

All collections (except State and County and maintenance and child support cases): 2.5% of the amount collected and turned over.

In child support and maintenance cases: \$36 annually to be deposited in the Child Support Maintenance Fund

Certifications to Secretary of State pursuant to Section 7-703 of the Family Financial Responsibility Law: \$5.00

In proceedings to foreclose a delinquent real estate tax lien the State's Attorney may receive a fee of 10% of the total amount realized from the sale of real estate sold in the proceedings

Counterclaim or third party complaint. When any defendant files a counterclaim or third party complaint, as part of the defendant's answer or otherwise, the defendant shall pay a filing fee for each counterclaim or third party complaint in an amount equal to the filing fee the defendant would have had to pay had the defendant brought a separate action for the relief sought in the counterclaim or third party complaint, less the amount of the appearance fee, if any, that the defendant has already paid in the action in which the counterclaim or third party complaint is filed.

Probate filings:

For each account (other than one final account) filed in the estate of a decedent or ward: \$25.00

Filing a claim:

Amount claimed greater than \$150 and not more than \$500: \$25.00

Amount claimed greater than \$500 and not more than \$10,000: \$40.00

Amount claimed greater than \$10,000: \$60.00

For filing a claim, petition, or supplemental proceeding based upon an action seeking equitable relief: \$60.00

For a jury demand: \$137.50

For each certified copy of letters of office, of court orders or other certifications: \$2.00 per page

For each exemplification: \$2.00 plus the fee for certification

Case Correction: \$25.00

Unpaid Fees.

Unless a court ordered payment schedule is implemented or the fee requirements of this Section are waived by court order, the Clerk is may add to any unpaid fees and costs a delinquency amount equal to 15% of the unpaid fees that remain unpaid after 90 days.

Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid fees and costs.

Sec. 34 – 3. Criminal Assessments.

Assessments shall be imposed in criminal, traffic, conservation and non-traffic matters in accordance with the schedules set forth in the Criminal and Traffic Assessment Act, 705 ILCS 135/1-5 et seq., and shall be distributed as set forth herein.

Schedules:

SCHEDULE 1: Generic Felony Offenses - The Clerk shall collect \$549.00 and remit as follows:

- a. \$354.00 to the County Treasurer who shall deposit the money as follows:
 - \$20.00 to the Court Automation Fund
 - \$20.00 to the Court Document Storage Fund
 - \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - \$265.00 to the County General Fund
 - \$2.00 to the State's Attorney Records Automation Fund
 - \$2.00 to the Public Defender Records Automation Fund
 - \$20.00 to the County Jail Medical Costs Fund
 - \$20.00 to the Probation and Court Services Fund
- b. \$195.00 to the State Treasurer

SCHEDULE 2: Felony DUI Offenses - The Clerk shall collect \$1,709.00 and remit as follows:

- a. \$399.00 to the County Treasurer who shall deposit the money as follows:
 - \$20.00 to the Court Automation Fund
 - \$20.00 to the Court Document Storage Fund
 - \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - \$310.00 to the County General Fund
 - \$2.00 to the State's Attorney Records Automation Fund
 - \$2.00 to the Public Defender Records Automation Fund
 - \$20.00 to the County Jail Medical Costs Fund
 - \$20.00 to the Probation and Court Services Fund
- b. \$1,110.00 to the State Treasurer
- c. \$200.00 to the treasurer of the unit of local government of the arresting agency

SCHEDULE 3: Felony Drug Offenses - The Clerk shall collect \$2,215.00 and remit as follows:

- a. \$354.00 to the County Treasurer who shall deposit the money as follows:
 - \$20.00 to the Court Automation Fund
 - \$20.00 to the Court Document Storage Fund
 - \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - \$265.00 to the County General Fund
 - \$2.00 to the State's Attorney Records Automation Fund
 - \$2.00 to the Public Defender Records Automation Fund
 - \$20.00 to the County Jail Medical Costs Fund

- \$20.00 to the Probation and Court Services Fund
- b. \$1,861.00 to the State Treasurer

SCHEDULE 4: Felony Sex Offenses - The Clerk shall collect \$1,314.00 and remit as follows:

- a. \$354.00 to the County Treasurer who shall deposit the money as follows:
 - \$20.00 to the Court Automation Fund
 - \$20.00 to the Court Document Storage Fund
 - \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - \$265.00 to the County General Fund
 - \$2.00 to the State's Attorney Records Automation Fund
 - \$2.00 to the Public Defender Records Automation Fund
 - \$20.00 to the County Jail Medical Costs Fund
 - \$20.00 to the Probation and Court Services Fund
- b. \$960.00 to the State Treasurer

SCHEDULE 5: Generic Misdemeanor Offenses - The Clerk shall collect \$439.00 and remit as follows:

- a. \$282.00 to the County Treasurer who shall deposit the money as follows:
 - \$20.00 to the Court Automation Fund
 - \$20.00 to the Court Document Storage Fund
 - \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - \$195.00 to the County General Fund
 - \$2.00 to the State's Attorney Records Automation Fund
 - \$2.00 to the Public Defender Records Automation Fund
 - \$10.00 to the County Jail Medical Costs Fund
 - \$20.00 to the Probation and Court Services Fund
- b. \$155.00 to the State Treasurer
- c. \$2.00 to the treasurer of the unit of local government of the arresting agency

SCHEDULE 6: Misdemeanor DUI Offenses - The Clerk shall collect \$1,381.00 and remit as follows:

- a. \$322.00 to the County Treasurer who shall deposit the money as follows:
 - \$20.00 to the Court Automation Fund
 - \$20.00 to the Court Document Storage Fund
 - \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - \$235.00 to the County General Fund
 - \$2.00 to the State's Attorney Records Automation Fund
 - \$2.00 to the Public Defender Records Automation Fund
 - \$10.00 to the County Jail Medical Costs Fund
 - \$20.00 to the Probation and Court Services Fund
- b. \$707.00 to the State Treasurer
- c. \$352.00 to the treasurer of the unit of local government of the arresting agency

SCHEDULE 7: Misdemeanor Drug Offenses - The Clerk shall collect \$905.00 and remit as follows:

- a. \$282.00 to the County Treasurer who shall deposit the money as follows:
 - \$20.00 to the Court Automation Fund
 - \$20.00 to the Court Document Storage Fund
 - \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - \$195.00 to the County General Fund

- \$2.00 to the State's Attorney Records Automation Fund
- \$2.00 to the Public Defender Records Automation Fund
- \$10.00 to the County Jail Medical Costs Fund
- \$20.00 to the Probation and Court Services Fund
- b. \$621.00 to the State Treasurer
- c. \$2.00 to the treasurer of the unit of local government of the arresting agency

SCHEDULE 8: Misdemeanor Sex Offenses - The Clerk shall collect \$1,184.00 and remit as follows:

- a. \$282.00 to the County Treasurer who shall deposit the money as follows:
 - \$20.00 to the Court Automation Fund
 - \$20.00 to the Court Document Storage Fund
 - \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - \$195.00 to the County General Fund
 - \$2.00 to the State's Attorney Records Automation Fund
 - \$2.00 to the Public Defender Records Automation Fund
 - \$10.00 to the County Jail Medical Costs Fund
 - \$20.00 to the Probation and Court Services Fund
- b. \$900.00 to the State Treasurer
- c. \$2.00 to the treasurer of the unit of local government of the arresting agency

SCHEDULE 9: Major Traffic Offenses - The Clerk shall collect \$325.00 and remit as follows:

- a. \$203.00 to the County Treasurer who shall deposit the money as follows:
 - \$20.00 to the Court Automation Fund
 - \$20.00 to the Court Document Storage Fund
 - \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - \$150.00 to the County General Fund
- b. \$97.00 to the State Treasurer
- c. \$25.00 to the treasurer of the unit of local government of the arresting agency

SCHEDULE 10: Minor Traffic Offenses - The Clerk shall collect \$226.00 and remit as follows:

- a. \$168.00 to the County Treasurer who shall deposit the money as follows:
 - \$20.00 to the Court Automation Fund
 - \$20.00 to the Court Document Storage Fund
 - \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - \$115.00 to the County General Fund
- b. \$46.00 to the State Treasurer
- c. \$12.00 to the treasurer of the unit of local government of the arresting agency

SCHEDULE 10.5: Truck Weight and Load Offenses - The Clerk shall collect \$260.00 and remit as follows:

- a. \$168.00 to the County Treasurer who shall deposit the money as follows:
 - \$20.00 to the Court Automation Fund
 - \$20.00 to the Court Document Storage Fund
 - \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - \$115.00 to the County General Fund
- b. \$92.00 to the State Treasurer

SCHEDULE 11: Conservation Offenses - The Clerk shall collect **\$195.00** and remit as follows:

- a. \$168.00 to the County Treasurer who shall deposit the money as follows:
 - \$20.00 to the Court Automation Fund
 - \$20.00 to the Court Document Storage Fund
 - \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - \$115.00 to the County General Fund
- b. \$25.00 to the State Treasurer
- c. \$2.00 to the treasurer of the unit of local government of the arresting agency

SCHEDULE 12: Dispositions under Supreme Court Rule 529 (No Court Appearance Required Traffic Offenses)

The Clerk shall collect **\$164.00** and remit as follows:

- a. \$100.00 to the County Treasurer who shall deposit the money as follows:
 - \$20.00 to the Court Automation Fund
 - \$20.00 to the Court Document Storage Fund
 - \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - \$47.00 to the County General Fund
- b. \$14.00 to the State Treasurer
- c. \$50.00 to the treasurer of the unit of local government of the arresting agency

SCHEDULE 13: Petty Offense, Business Offense, or Non-Traffic Ordinance Violation

The Clerk shall collect **\$100.00** and remit as follows:

- a. \$75.00 to the County Treasurer who shall deposit the money as follows:
 - \$20.00 to the Court Automation Fund
 - \$20.00 to the Court Document Storage Fund
 - \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - \$22.00 to the County General Fund
- b. \$25.00 to the treasurer of the unit of local government of the arresting agency

Unpaid Assessments.

Unless a court ordered payment schedule is implemented or the assessment requirements of this Section are waived by court order, the Clerk may add to any unpaid assessments a delinquency amount equal to 15% of the unpaid assessments that remain unpaid after 90 days.

Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid assessments.

WHEREAS, the proposed Kendall County Circuit Court Fee Schedule attached to this Ordinance has been prepared by the Clerk of the Circuit Court and is in compliance with 705 ILCS 105/27.1b.

WHEREAS, the unenforceability or invalidity of any clause in this ordinance shall not have an impact on the enforceability or validity of any other clause. Any unenforceability or invalid clause shall be regarded as removed from this Ordinance to the extent of its unenforceability and invalidity. Therefore, this Ordinance shall be interpreted and enforced as if it did not contain the said clause to the extent of its unenforceability and invalidity.

NOW, THEREFORE, BE IT ORDAINED that the County Board of Kendall County hereby adopts the attached Kendall County Circuit Clerk Fee Schedule, pursuant to 705 ILCS 105/27.1b and becomes effective on July 1, 2019.

APPROVED and ADOPTED by a majority vote of the County Board of Kendall County, Illinois this _____ day of _____, 2019

Ayes _____

Nays _____

Absent _____

County Board Chairman Signature:

Attest:

Scott R. Gryder, Chairman
County Board

Debbie Gillette
County Clerk and Recorder

Drafted 5/17/19

KENDALL COUNTY CIRCUIT COURT CLERK FILING FEE SCHEDULE

Pursuant to 705 ILCS 105/27.1b & other applicable fee provisions Effective Date: July 1, 2019

CIVIL NEW CASE FILINGS

SCHEDULE 1	\$316	Change of Venue	\$316	Appearance	\$191
Counter Claim	\$125				
D Dissolution		ED Eminent Domain		TX Tax	
F Family		L Law		LM Law Magistrat	\$15000.01 >
MR Misc. Remedies		MC Municipal Corp		CH Chancery	
735ILCS5/15-1504 Additional \$50 added to Foreclosures and \$500 for Tier 1, \$250 Tier 2, and \$50 Tier 3					

SCHEDULE 2	\$266	Change of Venue	\$266	Appearance	\$109
Counter Claim	\$157				
LM Law Magistrate < \$15,000		SC Small Claims (\$2500.01 >)		P Probate	

SCHEDULE 3	\$89	Change of Venue	\$89	Appearance	\$0
Counter Claim	\$89				
AD Adoption		L Law (Eviction-Possession Only)			
SC Small Claims (< \$2500)		LM Law Magistrate (Eviction-Possession Only)			

SCHEDULE 4	\$0			Appearance	\$0
AD Adoption, Petitions for appointment of a confidential intermediary (750 ILCS 50/18.3a)					
P Probate, Filing of a Will under the Probate Act of 1975 (755 ILCS 5/6-1)					
F Family, Parental Notice of Abortion Parentage Act of 2015 (750 ILCS 46/309)					
MH Mental Health					
MR Misc Remedies, Estrays and Lost Property Act (765 ILCS 1020/1) & Admin Review of unemployment					
OP Order of Protection					
WI Wills					

*****All cases filed by units of Local Government or School Districts

PROBATE

Each account (other than one final account)	\$25.00
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Filing a Claim:

\$150 - \$500	\$25.00
\$500.01 - \$10,000	\$40.00
\$10,000.01 and over	\$60.00

Filing a claim seeking equitable relief	\$60.00
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Certified copies per page	\$2.00
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Exemplification <i>Plus certification fee</i>	\$2.00
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Jury Demand	\$137.50
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Publications to be paid directly to the newspaper

Executor, administrator, guardian, petitioner or other interested person or his/her attorney shall pay all postage charges incurred by the clerk in mailing petitions, orders, notices or other documents.

There shall be no appearance fee for the purpose of consent or for an executor, administrator, guardian, guardian ad litem or special administrator.

Alias

Summons or Citation	\$5.00
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Appeals

If record is less than 100 pages	\$50.00
If record is between 100 and 200 pages	\$100.00
If record is more than 200 pages, additional per page	\$0.25

Case corrections

For correction of Case No, Case Title, or ARDC Number on any document filed in the clerk's office	\$25.00
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Jury Demand	
Civil (<i>except ED</i>)	\$212.50

NSF	
For any check, draft or other bank instrument returned for nonsufficient funds, account closed or payment stopped	\$25.00

Petition to Vacate or Modify	
Petition to vacate or modify any final judgment or order of the court:	
If filed within 30 days <i>Except Small Claims, Eviction, Probate and Child Support.</i>	\$50.00
If filed after 30 days (except Child Support)	\$75.00
Notice sent to Secretary of State <i>Ex parte Judgment, judgment of Forfeiture, FTA, FTC</i>	\$40.00

Publication
All publication cost must be paid direct to the newspaper by executor, administrator, guardian, petitioner, or other interested person or his or her attorney.

Record Search	
For each search	\$6.00
<i>Exception: No fee for a Pltf or Deft index or case record inquiry made in person, with no request for a hard copy print out</i>	

Voluntary Assignment	
Deed of Voluntary Assignment (each filing)	\$20.00
Recording a Deed of Voluntary Assignment per 100 words	\$0.50

Performing a marriage	\$10.00
Transcript of Judgment	Same fee as new suit
All postage charges incurred by the clerk in mailing petitions, orders, notices must be paid for by the requesting party.	

Certification, Authentication and Reproduction

For each certification or authentication	\$6.00
Certified Copy of a Judgment	\$10.00
Reproduction of any document contained in the clerk's files:	
1st Page	\$2.00
2-20 pages	\$0.50
21 + pages	\$0.25
Hard copy printout (Reports generated from Jano)	\$6.00
Remands from the Supreme Court or Appellate Court	NO Charge
Mailing	\$10.00 plus postage

Change of Venue

Preparation & Certification of a record to another jurisdiction	\$40.00
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Child Support

Annual Child Support Maintenance Fee	\$36.00
Certifications made to SOS 625 ILCS 7-703	\$5.00

Expungement

Petition	\$60.00
Each Certificatied copy of an order to expunge arrest records	\$4.00
ISP (Separate check payable to the Illinois State Police)	\$60.00

Foreign Judgments

Petition to enroll a Judgment for modification or enforcement pursuant to 735 ILCS 5/12-652 would be the same fee as if you were filing a new suit.

Garnishment - Wage Deduction - Citation

Up to \$1000	\$15.00
\$1,000.01 - \$5,000	\$30.00
\$5,000.01 and over	\$50.00

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, April 11, 2019

CALL TO ORDER AND PLEDGE OF ALLEGIANCE - The meeting was called to order at 4:02p.m. by County Board Chair Scott Gryder, who led the Pledge of Allegiance to the American Flag.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Scott Gryder	Present		
Amy Cesich	Present		
Elizabeth Flowers	ABSENT		
Tony Giles	Here		
Judy Gilmour		4:33p.m.	
Audra Hendrix		4:15p.m.	
Matt Kellogg	Yes		
Matthew Prochaska	Here		
John Purcell		4:30p.m.	
Robyn Vickers	Yes		

Others present: Matt Asselmeier, Scott Koeppel, Jim Smiley, Amaal Tokars, Rae Ann VanGundy, Assistant State's Attorney James Webb

APPROVAL OF AGENDA – Motion made by Member Cesich to approve the agenda, second by Member Kellogg. **With six member's present voting aye, the motion to approve the agenda carried by a vote of 6-0.**

OLD BUSINESS

- *Discussion of Ongoing Agreement for the Future Development of Lakewood Springs SSA* – Attorney Dan Kramer explained that the petitioner explained that the builder is read to close on May 15, 2019, with the County receiving a lump sum payment in May. The end builder has signed an absolute contract with four take-downs, and the petitioner is now requesting a second agreement with the County on the balance of the 160 lots for a three-year period, ending on May 15, 2022, with a per lot lump sum on each of the remaining three dates. Discussion on the County Board tying future Boards with the decision they make in this term, and the possible legal issues involved. Discussion on the necessity of an opt-out and possible penalty for the County if the agreement is not completed by 2022.
- *Discussion of Lennar and Raintree 2 SSA* – Scott Guerard, Land Acquisition Vice President for Lennar Homes, reported that Lennar met with School District 115 Superintendent Timothy Shimp regarding the Raintree 2 subdivision plans,

and stated that Superintendent Shimp and the District were on board for the development of the remaining 366 lots. Mr. Guerard explained that the District was already paid \$1,359,000 when the first 290 homes were built, and that upon closing of Raintree 2, the District would receive an additional \$549,000, as well as a donation of \$200 per home for the School District Foundation.

The committee tasked Scott Koeppel with contacting Treasurer Jill Ferko regarding the timing of closing in May, and the impact it would have on her office due to the additional data entry required for each of the 366 parcels, and possible conflict with the early June Property Tax installment due date.

- *Discussion of Engineering Proposal from Healey Bender for Animal Control Facility Upgrade* – Amy Cesich updated the committee on the proposed changes for the Animal Control facility, the elimination of the trailer from the grounds, and the need to have staff all together for more stability and management of the facility, staff and volunteers. Jim Smiley explained where windows would be installed in the kennel areas and the director's office, the addition of a door to the yard off of the new viewing area in the back of the facility, the new HVAC system installation, the removal of ceiling tiles, and exhaust on both sides of the facility to assist with decrease of rodents and odors, and the addition of double doors in the hallway to divide the office area and kennel areas. Member Cesich stressed the need for improving the aesthetics and overall appearance of the facility for personnel and animal morale and comfort.

NEW BUSINESS

From the PBZ Committee:

- *Amended Petition 17-28 Request from Kendall County Planning, Building and Zoning Committee for Text Amendments to Sections 7.01.D.32 (Special Uses in A-1 Agricultural District), 7.01.D.33 (Special Uses in A-1 Agricultural District) and 10.03.B.4 (Special Uses in M-3 Aggregate Materials Extraction, Processing and Site Reclamation District) of the Kendall County Zoning Ordinance Pertaining to Regulations of Outdoor Target Practice or Shooting Ranges (Not Including Private Shooting in Your Own Yard)* – Member Prochaska reported that the Planning, Building and Zoning Committee met on April 9, 2019 and continued discussions on the proposed gun range zoning regulations. Senior Planner Matt Asselmeier explained the recommendations from the PBZ Committee, as well as the results of the public hearing held by the Zoning Board of Appeals on April 1, 2019, and their recommendations for the proposal. Mr. Asselmeier also stated that Petition 17-28 failed in the Na-Au-Say Township by a vote of 4-0, and in the Fox Township by a vote of 4-1.

PUBLIC COMMENT

Todd Milliron expressed the importance to citizens of having the ability to research area gun ranges through GIS or other options through the County.

Chris Pollock stressed the importance of beginning and end times for gun range hours, legally permitted versus existing gun ranges, the need for barriers or fencing around “live” or shooting areas of gun ranges, the importance of notifying citizens of “hot” gun ranges by the flying of red flags, and whether the County Noise Ordinance applies to gun ranges.

Mark Pearle thanked the Board for the progress that has been made on the proposed gun range Ordinance in the past year, and suggested a final proposal be sent back to the Townships that might assist in clarifying the amendments and the Township Officials understanding of them, and the need for 8’ to 10’ fencing surrounding shooting areas of gun ranges for the safety of everyone.

Priscilla Gruber stated that operating hours of 10:00am – 7:00pm were acceptable to her, but she emphasized the importance of quiet hours and the need for fencing for the safety of the community near the gun range.

QUESTIONS FROM THE MEDIA – None

REVIEW BOARD ACTION ITEMS – Chair Gryder asked the committee to review the draft County Board agenda for April 16, 2019.

ITEMS FOR THE MAY 16, 2019 COMMITTEE OF THE WHOLE MEETING - None

CHAIRMAN'S REPORT – No report

EXECUTIVE SESSION – Not needed

ADJOURNMENT – Member Kellogg made a motion to adjourn the meeting, second by Member Prochaska. **With nine members voting aye, the meeting was adjourned at 5:56p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, May 16, 2019

CALL TO ORDER AND PLEDGE OF ALLEGIANCE - The meeting was called to order at 4:00p.m. by County Board Vice Chair Amy Cesich, who led the Pledge of Allegiance to the American Flag.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Elizabeth Flowers	ABSENT		
Tony Giles	ABSENT		
Judy Gilmour	Here		
Scott Gryder		4:52p.m.	
Audra Hendrix	Here		4:59p.m.
Matt Kellogg	Yes		
Matthew Prochaska	Here		
Robyn Vickers	Here		

Others present: Matt Asselmeier, Mera Johnson, Assistant State's Attorney Leslie Johnson

APPROVAL OF AGENDA – Motion made by Member Hendrix to approve the agenda, second by Member Prochaska. **With six member's present voting aye, the motion to approve the agenda carried by a vote of 6-0.**

OLD BUSINESS - None

NEW BUSINESS

From the Admin HR Committee:

- *Discussion of Workers Compensation Tactical Athlete Health and Performance Institute Program (TAHPI)* – Mera Johnson explained the program as a athletic concierge type service available to those employees on workers compensation that wanted a more one-on-one physician and therapy program. Johnson explained the process through IPMG, the cost to the County per engagement (case) of \$1285, and the estimated cost reduction of workers compensation cases if utilizing the program. Ms. Johnson reported that the Admin HR Committee had already approved the program at their May 15th meeting, and that it would be implemented soon.

From the Planning, Building and Zoning Committee:

- *Discussion and Approval of the Junk and Debris Ordinance Update* – Matt Asselmeier reviewed the proposed changes/updates to the Ordinance with the committee.

Member Prochaska made a motion to remove section 4 from the proposed ordinance on Junk and Debris, and renumber all subsequent sections accordingly, second by Member Gilmour. **With six members voting aye, the motion carried.**

Member Prochaska made a motion to amend the ordinance to include the phrase “without the necessity of receiving a complaint” at section 4A, second by Member Hendrix. **With six members voting aye, the motion carried.**

Member Prochaska made a motion to forward the ordinance to the County Board for approval, second by Member Kellogg. **With six members voting aye, the motion carried.**

From the Economic Development Committee:

- *Discussion of the development of the Kendall County Economic Development Corporation* – Discussion on the Economic Development Committee’s desire to establish a public/private partnership in the form of an Economic Development Corporation. Ms. Hendrix explained the reasoning behind the corporation, the committee’s plans for utilizing the EDC Revolving Loan Fund to fund the development and creation of the 503-C6 corporation, the purpose of the corporation, the financial plan for implementation, potential stakeholders, and the increased revenue potential for Kendall County.
- *Discussion of Using the Revolving Loan Fund to Fund the Kendall County Economic Development Corporation* – Ms. Hendrix reminded the committee about the State’s Attorney’s Office legal opinion regarding the administrative law regarding the Revolving Loan Fund, and a letter from the Illinois Department of Commerce and Economic Opportunity Office of Community Development regarding the administration of the Revolving Loan Fund.

Discussion of the committee’s concerns about using the RLF funds for creation of a corporation, the laws concerning the administration of the funds, and the EDC committees desire to utilize RPF funds for the creation of an Economic Development Corporation.

- *Discussion of Union Negotiations and the Labor & Grievance Committee* – Discussion of possibly involving the Labor & Grievance Committee in union negotiations this year, or to have negotiation discussions at the Committee of the Whole meetings. **There was consensus by the committee to have a Special COW meeting in June or July to formulate a plan for labor negotiations with Leslie Johnson.**

PUBLIC COMMENT - None

QUESTIONS FROM THE MEDIA – Jim Wyman, WSPY News asked if the Economic Development Corporation going to be able to make the loans that the County cannot make now due to the restrictions of the state law, and about the exact amount in the Revolving

Loan Fund. And, will the Economic Development Committee agenda items be sent to the ED Corp, and since the Economic Development Corporation is not subject to public inspection, and cause similar problems that have been experienced in the DeKalb County Economic Development Corporation.

REVIEW BOARD ACTION ITEMS FOR MAY 21, 2019 – Chair Gryder asked the committee to review the draft County Board agenda.

ITEMS FOR THE JUNE COMMITTEE OF THE WHOLE MEETING - None

CHAIRMAN’S REPORT

- A.** Chairman Gryder reported that he is joining Kane County Board Chair Chris Lauzen and others in a meeting with IMRF officials on Friday, May 17th to discuss the changes in the IMRF rates.

Latreese Caldwell reviewed the increases for regular IMRF, SLEP and Echo at a total increase of 22.2 percent, or \$480,000 with no salary increases. And with every 1 percent wage increase, IMRF would increase by \$32,000. Therefore, a 3 percent salary increase would result in a \$577,000 increase for Kendall County.

- B.** Chairman Gryder was happy to announce that the Solar Field Grant was approved for Kendall County.

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 120-2/21, second by Member Vickers.

ROLL CALL

Attendee	Status
Amy Cesich	Yes
Elizabeth Flowers	ABSENT
Tony Giles	ABSENT
Judy Gilmour	Yes
Scott Gryder	Yes
Audra Hendrix	ABSENT
Matt Kellogg	Yes
Matthew Prochaska	Yes
Robyn Vickers	Yes

With six members voting aye, the committee entered into Executive Session at 5:44p.m.

The committee reconvened in Open Session at 5:47p.m.

ADJOURNMENT – Member Prochaska made a motion to adjourn the meeting, second by Member Vickers. **With six members voting aye, the meeting was adjourned at 5:48p.m.**

Respectfully Submitted,
Valarie McClain, Administrative Assistant and Recording Secretary