

**KENDALL COUNTY BOARD AGENDA
REGULAR SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, September 17, 2019 at 9:00 a.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from August 27, 2019
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$ 758,225.66
 - D. Approve the release of County Board Executive Session minutes from June 20, 2017, March 21, 2018 and April 3, 2019
 - E. Approval of the Sheriff's Office Fee Study
 - F. Approve Preliminary Engineering Services Agreement between Kendall County and HR Green, Inc. in the amount of \$23,738.15 to prepare plans and specifications for concrete patching on Eldamain Road between U.S. Route 34 and Menards Distribution Center; said funds to be taken from the Transportation Sales Tax Fund.
8. Old Business
9. New Business
 - A. Approval of a Proclamation Establishing "It's Our Fox River Day – A Watershed Wide Celebration"
 - B. Approval of a Resolution Granting the Kendall County Coroner Authority to Enter into Facilities Use Agreements on Behalf of Kendall County, Illinois
10. Elected Official Reports & Other Department Reports
 - A. Sheriff
 - B. County Clerk and Recorder
 - C. Treasurer
 - D. Clerk of the Court
 - E. State's Attorney
 - F. Coroner
 - G. Health Department
 - H. Supervisor of Assessments
11. Executive Session
12. Standing Committee Reports
 - A. Administration – Human Resources & Revenue/GIS
 1. Approval of Contract with MetroNet for 300 Mb Fiber Internet Connection for a term of 48 months at a cost of \$860 per Month
 2. Approval of a Contract with Panda Consulting to Update GIS Parcel Fabric Data Model in an Amount not to Exceed \$30,000
 - B. Finance Committee
 1. Approval of a Resolution Authorizing a Budget Transfer in the Fiscal Year 2019 Budget from the General Fund to the Social Services for Senior Citizens Fund, Building Fund #260, County Election Fund (new), and Treatment Alternative Court Fund (new)
13. Special Committee Reports
 - A. Historic Preservation
 - B. Board of Health
14. Other Business
15. Chairman's Report
16. Public Comment
17. Questions from the Press
18. Adjournment

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

**KENDALL COUNTY BOARD
SPECIAL MEETING
August 27, 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, August 27, 2019 at 9:00 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Elizabeth Flowers, Scott Gengler, Tony Giles, Judy Gilmour, Audra Hendrix, Matt Kellogg, Matt Prochaska and Robyn Vickers. Members absent: None

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

THE AGENDA

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

SPECIAL RECOGNITION

Judge Timothy McCann

Chairman Gryder honored Judge McCann for his service to the County.

PUBLIC COMMENT

Kristin Friestad asked the board to vote no on the amendment to the future land use map for Lisbon Township. Ms. Friestad stated that in her opinion more research is needed on the area of water issues. There are still many potential problems with water, wells and the aquifers. The Fox River water will not solve the problem. Ms. Friestad asked that petitioners go through all of the zoning hoops in petitioning for rezoning.

Scott Friestad addressed concerns on the land use map for Lisbon Township. Mr. Friestad has concerns that this petition is not considering the best use of the property and not advocating for more land in the potential mining district. He stated that it makes more sense to leave it agriculture and make future land use decisions on that land in the future. He has concerns for the water levels and asked the board to vote no.

Sharon Friestad said her family has been farming in the Lisbon/Newark area, she asked that the land remain agriculture for future generations.

Linda Fosen urged the board to vote no on the Lisbon Township map; once farm land is taken away it is gone. Water issues need to be investigated.

CONSENT AGENDA

Member Kellogg moved to approve the consent agenda of A) County Board minutes from July 16, 2019; B) standing committee minutes; C) claims in an amount not to exceed \$666,369.85 and 2019 Petit Juror claims in an amount not to exceed \$666.68; D) resolution authorizing the execution and amendment of the Downstate Operating Assistance (DOAP) Grant Agreement; E) resolution authorizing execution and amendment of Section 5311 Grant Agreement; F) Kendall County Title VI Statement of Policy and Program; G) agreement between the Kendall County Drug Court and Gateway Foundation, Inc.; H) 5-year Surface Transportation Program for Kendall County; and I) Cable Television Franchise Agreement by and between the County of Kendall, Illinois and Comcast of Illinois XIII, L.P. Member Hendrix seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. Motion carried.

C) COMBINED CLAIMS: FCLT MGMT \$65,733.04, B&Z \$2,125.51, CO CLK & RCDR \$710.48, ELECTION \$14,558.40, ED SRV REG \$6,247.84, SHRFF \$23,941.41, CRRCTNS \$48,308.00, MERIT \$6,566.44, EMA \$1,344.05, CRCT CT CLK \$1,140.18, JURY COMM \$2,589.48, CRCT CT JDG \$6,830.73, CRNR \$366.65, CMB CRT SRV \$6,004.80, PUB DFNDR \$1,872.53, ST ATTY \$2,212.92, CO TRSR \$862.42, UNEMPLY CMP \$442.50, EMPLY HLTH INS \$94.50, PPPOST \$41,088.48, OFF OF ADM SRV \$257.63, GNRL INS & BNDG \$204.00, CO BRD \$1,308.01, TECH SRV \$17,222.36, PRPTY TX SRV \$15,725.53, FAC MGT UTLTS \$180.65, CAP EXPEND \$2,303.85, ECON DEV \$12.22, CAP IMPRV \$3,250.00, LIABIL INSUR EXPS \$14,619.12, CO HWY \$35,027.88, CO BRDG \$14,735.53, TRNSPRT SALES TX \$87,429.16, HLTH & HMN SRV \$7,440.41, FRST PRSRV \$1,886.62, ELLIS HS \$749.11, ELLIS BRN \$150.84, ELLIS GRNDS \$119.95, ELLIS CMPS \$295.72, ELLIS RDNG LSSNS \$692.81, ELLIS BDAY PRITIES \$194.13, ELLIS PUB PRGMS \$79.52, ELLIS OTHR RNTLS \$260.00, HOOVER \$3,003.80, ENV ED CMPS \$186.82, ENV ED OTHR PUB PRGMS \$49.47, ENV ED LWS OF NTR

\$22.98, NTRL AREA VLNTR \$32.54, GRNDS & NTRL RSCS \$6,929.27, PCKRLL PGTT FP \$39.53, ANML CNTRL EXPND \$6,758.64, ANML CNTRL EXPS \$30.00, CO RCDR DOC STRG \$669.39, SHRFF PREV ALCH CRM \$1,248.51, DRG ABS EXP \$2,225.00, HIDTA \$72,789.25, CMSRY FND \$1,912.01, NCLR GRNT FND \$413.71, JUV JSTC GRNT \$2,670.09, CRT SEC FND \$142.51, LAW LBRY \$2,998.08, CRCT CT DOC STRG \$4,086.84, PRBTN SRV \$6,491.38, KC DRG CT FND \$843.60, KC DRUG CRT FND \$1,958.18, ST ATTY DRG ENFRC FND \$1,292.68, GIS \$1,262.25, ADMIN DBT SRV \$126.87, JAIL EXP BND DBT \$126.87, PUB SFTY \$94,797.58, VAC \$1,094.02, FP BND PRCDs '07 \$15,033.95, CRTHS DBT SRV \$253.76

D) A complete copy of Resolution 19-25 is available in the Office of the County Clerk.

D) A complete copy of Resolution 19-25 is available in the Office of the County Clerk.

F) A complete copy of IGAM 19-33 is available in the Office of the County Clerk.

I) A complete copy of IGAM 19-34 is available in the Office of the County Clerk.

OLD BUSINESS

Tax Delinquency Settlement CalAtlantic

Member Hendrix moved to approve a request to the Kendall County State's Attorney to agree to a modification of tax delinquency settlement agreement with CalAtlantic, specifically CalAtlantic's request to extend the date by which CalAtlantic must acquire the subject parcels in Yorkville SSA 2004-107 from September 1, 2019 to October 1, 2019. Member Cesich 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 19-22 is available in the Office of the County Clerk.

NEW BUSINESS

National Suicide Prevention Month

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

A complete copy of IGAM 19-35 is available in the Office of the County Clerk.

2020 Holiday Schedule

Member Gilmour moved to approve the 2020 County Holiday schedule. Member Flowers seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Baird thanked all those that helped with the First Responder Event. They have applied for grants for new radios as well as receiving a highway safety grant.

County Clerk

Revenue Report		7/1/19-7/31/19	7/1/18-7/31/18	7/1/17-7/31/17
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$893.50	\$814.00	\$816.00
	County Clerk Fees - Marriage License	\$1,680.00	\$1,920.00	\$1,650.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
	County Clerk Fees - Misc	\$2,248.50	\$2,301.00	\$2,166.00
	County Clerk Fees - Recording	\$30,366.00	\$27,163.00	\$28,042.00
01010061205	Total County Clerk Fees	\$35,188.00	\$32,198.00	\$32,674.00
01010001185	County Revenue	\$42,211.00	\$43,574.25	\$41,567.75
38010001320	Doc Storage	\$17,781.50	\$16,273.00	\$16,356.00
51010001320	GIS Mapping	\$30,017.00	\$27,482.00	\$27,550.00

37010001320	GIS Recording	\$3,753.00	\$3,436.00	\$3,440.00
01010001135	Interest	\$21.74	\$21.77	\$18.85
01010061210	Recorder's Misc	\$919.00	\$875.50	\$1,508.00
81010001320	RHSP/Housing Surcharge	\$16,083.00	\$14,652.00	\$14,688.00
37210001575	Tax Certificate Fee	\$360.00	\$840.00	\$560.00
37210001576	Tax Sale Fees	\$0.00	\$40.00	
37210001577	Postage Fees			
CK # 18745	To KC Treasurer	\$146,334.24	\$139,392.52	\$138,362.60

County Clerk Debbie Gillette stated that candidates may begin to circulate petitions on September 3rd, she is working on the budgets and are working with the IT Department for a cyber-security grant.

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 EIGHT MONTHS ENDED 07/31/2019

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2019 YTD Actual</u>	<u>2019 YTD %</u>	<u>2018 YTD Actual</u>	<u>2018 YTD %</u>
Personal Property Repl. Tax	\$370,000	\$317,497	85.81%	\$290,881	72.72%
State Income Tax	\$2,221,490	\$1,890,013	85.08%	\$1,666,413	67.47%
Local Use Tax	\$685,000	\$544,449	79.48%	\$461,608	73.27%
State Sales Tax	\$550,000	\$334,962	60.90%	\$349,748	63.59%
County Clerk Fees	\$325,000	\$209,147	64.35%	\$226,083	56.52%
Circuit Clerk Fees	\$800,000	\$441,514	55.19%	\$480,496	56.53%
Fines & Foreits/St Atty.	\$325,000	\$152,490	46.92%	\$197,009	51.84%
Building and Zoning	\$68,000	\$56,922	83.71%	\$51,037	78.52%
Interest Income	\$150,000	\$205,563	137.04%	\$128,981	149.11%
Health Insurance - Empl. Ded.	\$1,265,420	\$798,647	63.11%	\$774,896	59.63%
1/4 Cent Sales Tax	\$3,105,000	\$2,005,808	64.60%	\$1,982,063	67.19%
County Real Estate Transf Tax	\$425,000	\$268,746	63.23%	\$270,884	61.56%
Federal Inmate Revenue	\$1,618,750	\$1,516,125	93.66%	\$874,312	105.06%

Sheriff Fees	\$177,340	\$111,345	62.79%	\$128,247	52.35%
TOTALS	\$12,086,000	\$8,853,230	73.25%	\$7,882,658	67.96%
Public Safety Sales Tax	\$5,220,000	\$3,487,000	66.80%	\$3,401,893	67.12%
Transportation Sales Tax	\$5,000,000	\$3,487,000	69.74%	\$3,401,893	71.62%

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

To be on Budget after 8 months the revenue and expense should at 66.67%

Treasurer Jill Ferko stated that they are gearing up for the next installment of property taxes and are working on the Munis conversion.

State's Attorney

State's Attorney Eric Weis informed the board that the Facebook page is up and running. They have a new Assistant State's Attorney replacement. Mr. Weis is pleased to know that the Mental Health Court process is moving forward; grant applied for. Open Meetings Act training with the Attorney General's office is on September 19th. The State Police have had a tough year with the loss of 4 lives, keep them in your hearts and prayers.

Coroner

Description	**	Month: July (FY 2019)	Fiscal Year-to-Date	July 2018
Total Deaths		28	193	37/206
Natural Deaths		25	373	36/189
Accidental Deaths		0	3	1/11
Pending		0	0	0
Suicidal Deaths		3	9	0/4
Homicidal Deaths		0	0	1/1
Undetermined		0	1	0/1
Toxicology		3	16	3/25
Autopsies		2	12	3/23
Cremation Authorizations		21	119	22/126

Scenes Responded to:	Transported by Coroner's Office:	External Examinations:
4	4	4
Suicide – July 4, 2019, 63-year-old, White, Male, Yorkville, Gunshot Wound to the Head Suicide - July 5, 2019, 22-year-old, Black, Male, Yorkville, Gunshot Wound to the Head Suicide – July 5, 2019, 56-year-old, White, Female, Montgomery, Carbon Monoxide Toxicity		

PERSONNEL/OFFICE ACTIVITY:

- On July 10, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death.
- On July 16, Coroner Purcell presented at the Beecher Center for the Senior Service's Lunch & Learn program.
- On July 16, Chief Deputy Gotte attended ALERRT training at Longbeach Elementary School.
- On July 18, Coroner Purcell participated in the Kane-Kendall Adult Fatality Review Team.
- On July 25, the coroner's office participated in a case review with the IL Violent Death Reporting System.
- On July 30, the coroner's office participated in the Dresden Drill.
- A total of 26.75 hours of community service were completed at the coroner's office during the month of July.

Health Department

Dr. Tokars brought to the board concerns about vaping and the difficulty people are having with breathing. Dr. Tokars expressed her appreciation for the Sheriff and his office in partnering with them when Congress members Underwood and Kennedy came to Kendall County.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti stated that township books are in and balanced. They should be publishing on September 12th. New construction so far is \$43,945,315 and October 15, 2019 is the final filing date.

EXECUTIVE SESSION

Member Prochaska made a motion to move Executive Session to after questions from the press. Member Cesich seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

STANDING COMMITTEE REPORTS

Planning, Building and Zoning

Petition 18-24

Member Prochaska moved to approve Petition 18-24-Request from Dorothy Flisk on Behalf of Skyfall Equestrian, LLC for a Major Amendment to a Special Use Permit to Increase the Number of Horses Allowed Boarded from Twenty-Four (24) to Thirty-Six (36) at 17 Ashe Road (PINs: 01-01-200-020 and 02-06-102-009) in Little Rock and Bristol Townships; Property is Zoned RPD-1. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Gengler who voted nay. **Motion carried 9-1.**

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

Petition 19-25

Member Prochaska moved to approve Petition 19-25-Request from Dave Hamman on Behalf of KEKA Farms, LLC (Property Owner) and Pulte Group (Billboard Owner) to Renew a Special Use Permit Granted by Ordinance 2004-43 and Renewed by Ordinance 2017-14 Allowing the Placement of an Outdoor Advertising Sign (Billboard) at the Southeast Corner of the Intersection of U.S. 34 and Hafenrichter (Farnsworth) (PIN: 03-01-127-006) in Oswego Township; Property is Zoned M-2. 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 Ordinance 19-22 is available in the Office of the County Clerk.

Petition 18-04

Member Prochaska moved to approve Petition 18-04-Request from the Kendall County Regional Planning Commission to Amend the Future Land Use Map for Properties along Route 47 in Lisbon Township. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. Members present voting aye include Gryder. Members present voting nay include Cesich, Flowers, Gengler, Giles, Gilmour, Hendrix, Kellogg, Prochaska and Vickers. **Motion failed 9-1.**

Petition 19-12

Member Prochaska moved to approve Petition 19-12-Request from Robert Bright on Behalf of the Madison Trust and Castle Bank N A and JoAnn Bright-Theis for a Special Use Permit to Operate a Banquet Center at 10978 Crimmin Road (PINs: 04-29-300-010, 04-29-300-012, 04-30-400-007, 04-30-400-012, 04-30-400-013, 04-30-400-018, 04-30-400-019, 04-31-200-013, 04-32-100-006, and 04-32-100-008) in Fox Township; Property is Zoned A-1. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Hendrix and Kellogg who voted nay. **Motion carried 8-2.**

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

Law Justice & Legislation

Advanced Correctional Healthcare

Member Giles made a motion to approve the Advanced Correctional Healthcare proposed rate and increase of LPH hours. Member Prochaska seconded the motion.

Sheriff Baird stated that they do not have the contract back from the current vendor and asked if the board could amend the motion to waive the bid process. The contract would go from January 1, 2020 to November 30, 2020. There was a discussion of increasing the number of hours. It is allowable for the bid process to be waived.

Member Giles amended the motion to approve the Advanced Correctional Healthcare proposed rate and increase of LPH hours to waive the bid process. Member Prochaska seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

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

Highway

Low Bid

Member Gilmour moved to approve the low bid from Geneva Construction Company in the amount of \$140,797.50 for resurfacing Mill Road from Kennedy Road to Allegiance Crossing; said fund to be taken from the Transportation Sales Tax Fund. Member Cesich 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 19-23 is available in the Office of the County Clerk.

Facilities

Courthouse Roof

Member Kellogg moved to approve the contract with L Marshall Inc. to replace the Courthouse roof section one, not to exceed \$80,000.00, includes base bid of \$58,800.00, \$10,000.00 allowance for insulation including alternate one in the amount of \$11,200.00. 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 IGAM 19-36 is available in the Office of the County Clerk.

SPECIAL COMMITTEE REPORTS

Juvenile Justice Council

Member Gilmour reported that they are starting to make plans for next year's fundraising.

Historic Preservation

Member Flowers stated that they have approved the Chairman, Vice Chairman and Secretary positions.

UCCI

Member Prochaska informed the board that the UCCI September meeting is on September 23 and fall conference October 25-26. There will be a congressional visit to Washington D.C.

Board of Health

Member Giles stated that they discussed the health issues with vaping.

KenCom

Member Prochaska stated that they discussed the continuing relationship with the Village of Somonauk and the possibility of bringing on Sandwich. They will continue to use Grundy County as a backup site. They discussed using an IT flex arrangement for phone line for a switch.

Chairman's Report

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

Appointments

Mark A. Luetlich – Yorkville Bristol Sanitary District – 3 year term – Expires September 2022
Scott R. Gryder – ICRMT Board Trustee – Expires November 2020
Rob DeLong – 2020 Census Complete Count Commission – 1 year term – Expires September 2020
Katelyn Gregory – 2020 Census Complete Count Commission – 1 year term – Expires September 2020
Greg Witek – 2020 Census Complete Count Commission – 1 year term – Expires September 2020
Becca Garcia – 2020 Census Complete Count Commission – 1 year term – Expires September 2020
Chris Mehochko – 2020 Census Complete Count Commission – 1 year term – Expires September 2020
Lynette Heiden – 2020 Census Complete Count Commission – 1 year term – Expires September 2020
Bob Hausler – 2020 Census Complete Count Commission – 1 year term – Expires September 2020
Brent Lightfoot – 2020 Census Complete Count Commission – 1 year term – Expires September 2020

A grant has been applied for regarding the Complete Count Commission to help increase awareness.

RECESS

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

RECONVENE

EXECUTIVE SESSION

Member Gengler made a motion to go into Executive Session for (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

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 10th day of September, 2019.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING
County Office Building
111 W. Fox Street, Room 210; Yorkville
Thursday, September 5, 2019

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

ROLL CALL

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

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

APPROVAL OF AGENDA – Motion made by Member Prochaska second by Member Gengler 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 Gilmour, second by Member Vickers to approve the August 21, 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 requested to move the IT Budget and Salaries item to the end of the Agenda to allow Director Kinsey to present on the item as he has not arrived and was dealing with an IT emergency.

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Discussion and Approval of GIS Mapping Recorded Document Policy* - Ms. Briganti indicated that they would like a formal policy for mapping recorded documents. She explained that they are not allowed to give legal advice and on several occasions lawyers and citizens have insisted GIS staff perform work not in their scope. An official Board Policy that staff can direct people to would be helpful. **Motion made by Member Gilmour second by Member Vickers to forward the Policy to the State's Attorney Office for review then to the County Board for approval. With all members voting aye the motion carried.**

- *Discussion and Approval of Parcel Fabric Bid Results* – Ms. Briganti reviewed the bids from the RFP for the new Parcel Fabric system. There were two bids submitted. GIS is recommending going with Panda Consulting because of training, cost and delivery time advantages. Mr. Briganti noted that this is in the budget. Because of delivery timing so close to the end of the fiscal year Mr. Koepfel recommended approval with half in this fiscal year and half in next fiscal year.
Motion made by Member Vickers, second by Member Prochaska to forward the Approval of the Parcel Fabric Data Model Contract with Panda Consulting in the amount of \$30,000 to the Board \$15,000 in FY 2019 and \$15,000 in FY 2020. Roll Call Vote: Flowers: Aye, Gengler: Aye, Gilmour: Aye, Prochaska: Aye, Vickers: Aye
- *Discussion of GIS Fee Cost Study and Review of the Ordinance setting Kendall County GIS Fees* – Ms. Briganti explained that after discussions with the State’s Attorney Office per the ordinance, the study Ms. Briganti performed is acceptable. Member Flowers indicated she was fine with the internal study. Member Prochaska asked that a few other counties be added to the comps as they had populations similar to Kendall County. Those Counties were Tazewell, Kankakee and Rock Island. Member Gengler asked about raising the fee to an even \$30. He did not want us to have to review an increase in the future. Ms. Briganti explained that in essence the fee was \$30 as there was \$2 added to each transaction for the Recorder’s officer. Member Flowers indicated that she still was amenable to the \$30 versus \$28.
Consensus was to run the model with \$30 fee and include the other Counties requested by Member Prochaska and bring it back to the Committee.
- *Discussion of FY 2020 IT Budget and Salaries* – Mr. Kinsey began discussing his budget and employee salaries. Mr. Koepfel suggested that because this was to discuss a specific employee the committee enter into executive session.

EXECUTIVE SESSION - Member Prochaska moved to go into executive session for the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Member Gilmour seconded the motion. Chair Flowers asked for a roll call vote on the motion. All members present voting aye. Motion carried. 5:58pm

Reconvened – 6:11 pm

COMMITTEE BUSINESS CONTINUED –

- *Discussion of Employee Appreciation Pizza Party* – Mr. Koepfel asked what the Committee wanted to do this year. In the past Ms. McClain has organized multiple parties in different locations so all employees had the opportunity to attend. **There was consensus that Ms. McClain would organize the same amount of parties**

this year and remind and notify the Board so they can attend as their schedule allows.

ITEMS FOR COMMITTEE OF THE WHOLE - None

ACTION ITEMS FOR COUNTY BOARD

- *Approval of Parcel Fabric Data Model with Panda Consulting in the Amount of \$30,000*
- *Approval of GIS Mapping Recorded Document Policy*

ADJOURNMENT – Member Gengler made a motion to adjourn the meeting, second by Member Prochaska. **With five members voting aye, the meeting adjourned at 6:22 p.m.**

Respectfully Submitted,

Mera Johnson
Risk Management and Compliance Coordinator

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, August 29, 2019

Call to Order

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

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich		5:10p.m.	
Scott Gryder	Present		
Audra Hendrix	ABSENT		
Matt Kellogg	Present		
Matthew Prochaska	Present		

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

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

Approval of Claims – Member Gryder made a motion and Member Prochaska seconded to forward for Approval Claims in an amount not to exceed \$853,191.65 and August 2019 Petit Juror Claims in an amount not to exceed \$587.04, 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 – Member Gryder reported that the Mill Road project was approved by the County on Tuesday, August 27, 2019 and also approved by the City of Yorkville Council members on Tuesday as well.

Items of Business

- *Discussion and Approval of Moving Internet Expense from the Technology Services Budget to Utilities* – Member Koeppel informed the committee of the reasoning for moving the Internet Expense from Technology Services Budget, to the Utilities line. Mr. Koeppel also stressed the need to secure an additional internet connection due to the increase in our increase in technology that utilizes the internet. **There was consensus by the committee to authorize this action.**
- *Discussion of Updated Lakewood Springs SSA Agreement* – Attorney Kramer reported that there is now a new buyer for all 200 lots, with an anticipated closing in early November 2019. Mr. Kramer stated that he plans to ask the buyer to pay interest through November 14, 2019. Mr. Kramer stated that this will be the same deal, at the

rate of \$1500 per lot plus interest. **There was consensus by the committee to forward the item to the Committee of the Whole for further discussion and updates.**

- *FY2020 Budget Discussion* – Latreese Caldwell reported she continues working with various departments on their capital and fiscal year budgets which are due on Friday, August 30, 2019.

Executive Session – Not needed

Questions from the Media – None

Items for the County Board

*Approval of Supplemental Claims in an amount not to exceed \$853,191.65 and August 2019
Petit Jurors in an amount not to exceed \$587.04*

Items for the Committee of the Whole

Discussion of Updated Lakewood Springs SSA Agreement

Adjournment – Member Gryder made a motion to adjourn the Budget and Finance Committee meeting, Member Prochaska seconded the motion. **The meeting was adjourned at 5:23p.m. by a 4-0 vote.**

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
THURSDAY, September 5, 2019**

Committee Chair Matt Kellogg called the meeting to order at 3:00 p.m.

Roll Call: Members Present: Amy Cesich, Judy Gilmour, Matt Kellogg, Audra Hendrix, Tony Giles
4:07 pm Tony Giles left the meeting.

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

Others Present: Facilities Management Director Jim Smiley, County Administrator Scott Koeppel.

Approve the August 5, 2019 Facilities Committee Meeting Minutes – There were no changes to the August 5, 2019 minutes; Member Hendrix made a motion to approve the minutes, second by Member Cesich. **With enough present members voting aye, the minutes were approved.**

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

Public Comment – None

Old Business/Projects

1. *Vending Machine Changes at County Office Building & Courthouse* – Director Smiley sent an email requesting status from IDHS along with leaving a phone message and is still waiting to hear back. Mr. Smiley is hoping to have answers by the next Facilities Committee Meeting.
2. *Public Safety Center – H.V.A.C. Replacement Project* – Director Smiley informed the Committee the project is substantially complete. Trane is working on the software this week. Director Smiley stated the project should be completed by the next Facilities Committee meeting.
3. *Courthouse Roof Replacement Project* – Director Smiley stated the signed contract approved at the last County Board Meeting has been forwarded to the vendor. Mr. Smiley also requested the COI and bonding information as required in the contract. Jim stated a timeline will be submitted once all of the above has been received. Director Smiley stated per the contract the work is to be completed no later than October 31st.
4. *Animal Control Projects Update* – Director Smiley stated that he presented the latest drawings and Invitation to Bid (ITB) to the Animal Control Committee in August. Director Smiley also sent the ITB to the State's Attorney's Office for review and received it back. Mr. Smiley's proposed timeline is to have the advertisement posted by next Thursday with a mandatory walk through on September 16th. Jim stated project questions will be available until September 20th with bids due on September 24th, bids are planned to be presented to the Animal Control Committee on September 25th and if approved than forwarded to the County Board on October 5th for approval.
5. *Historic Courthouse Window Replacement - 2019* – Director Smiley stated there has been no change in the status. The preliminary delivery is still expected sometime in October.
6. *Sally Port Elevator Controls Project* – Director Smiley stated the required down payment and the 20% material checks were sent to Advanced Elevator. Advanced Elevator will be ordering materials and is currently working on submittals for the new button styles. Mr. Smiley said the vendor stated the project is planned to be completed by the end of November.

7. *2019 Parking Lots Projects* – Director Smiley informed the Committee work is tentatively scheduled for the week of September 9th. D Construction will be calling next Monday to let us know if we are on the schedule for next week. Mr. Smiley stated the contract calls for the work to be done by October 15th.
8. *KenCom IGA for County Phone Lines Supporting KenCom Operations* – Director Smiley stated the State’s Attorney (SAO) has many questions due to Sheriff’s lines being involved. A full list of the numbers and description of each was submitted. Mr. Smiley assumes this process will take time considering it needs to go between the SAO, KenCom’s Committee and finally the County Board. So Jim advised KenCom Director Bergeron to find out if there will be issues getting these lines added after the cutover.
9. *Review Forest Preserve Lease Document* – Director Smiley forwarded the answered questions from the last meeting to the SAO. Chair Kellogg will discuss with County Administrator (CA) Koeppel and Assistant CA Caldwell along with follow up with the SAO.
10. *Health Department Carpet Replacement* – Director Smiley stated the carpet was installed last week in the main hallways, however the conference room ran short and the vendor estimated it will take two (2) weeks for the reorder to come in. Director Smiley had the vendor install half of the new carpet and re-lay part of the old carpet back in the other half of the room so the room to allow the room to be used in the interim.
11. *Courthouse Atrium UV Protection Project* – Director Smiley informed the Committee that the artist suggested putting the UV protection on the windows and not on the mural. Director Smiley stated the quote to apply the coating on the windows came in at \$6,000.00. Director Smiley stated when the film is applied a lift will be rented so, KCFM staff will also replamp existing lightbulbs to be LED energy efficient bulbs.
12. *Tree & Stump Removals at the Rt. 34 Campus* - Director Smiley stated 2 trees were removed at the Public Safety Center. Tree stumps from these trees as well as stumps from previously cut down trees at the Health and Human Services facility were also removed. **Project Complete.**

New Business/Projects

1. *Chair’s Report*
 - a. *Solar Project Update* – Chair Kellogg stated Director Smiley talked to Chris Childress from Progressive Energy for an update. Mr. Childress stated they are still working with the mayor of Yorkville to figure out the fence issue. Mr. Childress is confident on an April 1, 2020 project completion.
 - b. *County Office Building Projects* – Review Architect & Engineering Meetings – Director Smiley submitted the scope of the project to multiple Architect/Engineers. Chair Kellogg suggested we use Healy Bender Architects for this project since they completed the security review of this site last year. Consensus of the Committee is to negotiate a contract with Healy Bender for this project.
 - c. *County Office Building Parking Along Main St.* – Chair Kellogg stated CA Koeppel spoke to the City of Yorkville about this repair since it is city property. Chair Kellogg said he thought we might be able to help the city with the paving this year from funds on this years parking lot program. However, Yorkville’s City Administrator Bart Olsen stated they can’t get it done this year and will put it on their agenda for next year. County Administrator Koeppel suggested another possibility could be to ask the City turn the property over to the County so we could maintain and repair the parking area ourselves. Committee members liked that idea but decided to wait until next year to see if the City puts this area in their 2020 program. **Project Complete.**
2. *KenCom Phone System Rack Power Needs* – Director Smiley stated Kencom put in a new rack for the new phone system that will require additional electrical outlets be installed. KenCom said they will pay for the materials. KCFM staff will need to run power. This will be a 2 - 3 day project.

3. *Public Safety Center*

- a. *Fire System Device Replacements* – Director Smiley stated defective power supply and smoke detectors were found during a recent fire inspection. Mr. Smiley had a vendor come out and replace them. **Project Complete.**
- b. *Jail Duct Cleaning* - Director Smiley received a request from Commander Richardson requesting service be set up to clean the air ducts in the jail. Director Smiley is in process of coordinating the service to be done between the company and the jail schedules. This project was budgeted to be done in 2019 by the Sheriff's office.
4. *Historic Jail Records Search* – Director Smiley informed the Committee that State's Attorney Eric Weiss was contacted by the City of Yorkville to look at some old records that were found in the old jail. Mr. Weiss asked that Director Smiley assist Assistant State's Attorney Leslie Johnston in the old jail. No court records found. **Project Complete.**
5. *New Accounting System Training* – Director Smiley informed the Committee this was an informational meeting to show how the system will work and to get input on what else was needed to be added or removed before going live. Director Smiley stated more formal training will be done later. **Project Complete.**
6. *Review Facilities Budgets for 2020* – Director Smiley submitted to the Committee a copy of the budget next year. Director Smiley informed the Committee that he is below the 2% allowed increase. Mr. Smiley stated that electrical budget does not reflect the solar field savings, this portion could be much less costly when the field begins generating savings. Member Hendrix wants to make sure the savings generated by Facilities are going back to Facilities to fund future projects. Chair Kellogg stated this will be looked into through the Finance Committee.
7. *H & E Committee – Green Initiative Questions* – Director Smiley informed the Committee that he was requested to come to the Health and Environment Committee meeting to discuss the green initiatives that Facilities is doing around the campus. **Project Complete.**
8. *Review Space Needs in Old Civil Process at the Courthouse* – Director Smiley met with Judge Pilmer and Mutual Ground staff to discuss the old Civil Process space. The needed space is for a new project which they will need a few private offices and a meeting space. Mr. Smiley suggested that can move the mailroom and use that space which already has an office. Mutual Ground will further discuss the needs with the State's Attorney's Office. **Project Complete.**

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 – Chair Kellogg asked if there was a motion to adjourn. Member Cesich made a motion to adjourn the meeting, second by Member Hendrix. **With all members present voting aye, the meeting adjourned at 4:20 p.m.**

Respectfully submitted,

Christina Wald
Administrative Assistant

HIGHWAY COMMITTEE MINUTES

DATE: September 10, 2019
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Scott Gryder, Amy Cesich, Matt Kellogg, Judy Gilmour,
and Matt Prochaska
STAFF PRESENT: Ginger Gates and Fran Klaas
ALSO PRESENT: Kelly Farley, Ryan Sikes, and PJ Fitzpatrick

The committee meeting convened at 3:32 P.M. with roll call of committee members. Scott Gryder absent. Quorum established.

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

Motion Kellogg; second Gilmour, to approve the Highway Committee meeting minutes from August 13, 2019. Motion approved unanimously.

Chairman Gryder arrived at 3:38 PM.

A Preliminary Engineering Services Agreement between Kendall County and HR Green was presented to the committee. The agreement is for all engineering required to prepare plans and specifications for a concrete patching contract on Eldamain Road between U.S. Route 34 and Menards Distribution Center in an amount not to exceed \$23,738.15. Motion Gilmour; second Prochaska to recommend approval of the engineering agreement to the County Board. Klaas stated that the concrete pavement on this section of Eldamian Road was 20 years old, and was in need of some panel replacements. Work would be staged so that 2-way traffic would be maintained. Additionally, this contract would not be awarded until all other work on Eldamain and Route 34 was completed. Motion approved unanimously.

Klaas presented information on the proposed land acquisition, vacations, and conveyances needed to clean up the right-of-way issues at the intersection of Ridge Road and Plainfield Road. The State's Attorney Office will be working to bring these action items to a future meeting.

Updates for ongoing construction projects around Kendall County was presented to the committee. Work continues on Millington Bridge, as does work on Grove Road between Sherrill and Rte. 52, Fox River Drive widening and resurfacing, Galena & Concord traffic signals. Mill Road resurfacing is scheduled for later this month. SOQ reviews will begin for Collins Road Phase II Engineering after September 27, 2019. Chairman Gryder indicated that he will be setting up review committee soon. Prochaska asked if Millington Bridge will be completed by Thanksgiving. Klaas reported that, if the River stays low, the contractor is projecting to be completed in November.

The Highway Department received a donation of \$3,735 for purchase of a radar speed sign, to be installed on Lisbon Road in the Village of Lisbon.

Motion Cesich; second Prochaska to forward Highway Department bills for the month of September in the amount of \$458,458.73 to the Finance Committee for approval. By roll call vote, motion approved unanimously.

Motion Cesich; second Gilmour to adjourn the meeting at 3:55 P.M. Motion carried unanimously.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Francis C. Klaas", written in a cursive style.

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

Action Items

1. Preliminary Engineering Services Agreement between Kendall County and HR Green, Inc. in the amount of \$23,738.15 to prepare plans and specifications for concrete patching on Eldamain Road between U.S. Route 34 and Menards Distribution Center; said funds to be taken from the Transportation Sales Tax Fund.

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 September 9, 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: Scott Gengler, Judy Gilmour, Matt Kellogg (Vice-Chairman), and Matthew Prochaska (Chairman)

Committee Members Absent: Elizabeth Flowers

Also Present: Matt Asselmeier (Senior Planner), Dan Kramer, Andy Nicoletti, Willie Cade, Patrick McCrimmon, and Katie Finlon

APPROVAL OF AGENDA

Member Gilmour made a motion, seconded by Member Gengler, to approve the agenda with the amendments of moving New Business to after Old Business and removing the agenda item pertaining to 26 Marnel Road. With a voice vote of four (4) ayes, the motion carried unanimously.

APPROVAL OF MINUTES

Member Kellogg made a motion, seconded by Member Gengler, to approve the minutes of the August 26, 2019, meeting. With a voice vote of four (4) ayes, the motion carried unanimously.

PUBLIC COMMENT

None

EXPENDITURE REPORT

Review of Expenditures from the Prior Month

The Committee reviewed the Expenditure Report. Member Kellogg made a motion, seconded by Member Gengler to forward the bills to the Finance Committee. With a voice vote of four (4) ayes, the motion carried unanimously.

Planning, Building and Zoning Department Quarterly Expenditure Update

The Committee reviewed the report. Discussion occurred about possibly increasing the amount of funds budgeted for postage and training in the next fiscal year.

PETITIONS

19 – 27 – Matthew Prombo

Dan Kramer explained the site plan. No right-of-way dedication will occur and the driveway cut will occur off of Sheridan Road. There is a triangular portion of the site outlined on the site plan showing where a house could be placed without requiring any variances. The Petitioner has no objections to the conditions proposed by Staff.

Mr. Asselmeier summarized the request.

Matthew Prombo submitted a request to construct a house on the property at the corner of Route 71 and Sheridan Road. The property is zoned A-1 Agricultural. The property is on the south side of Sheridan Road and is west of Route 71. The property is approximately five point eight (5.8) acres in size. The parcel identification number is 07-07-100-015.

At their meeting on August 12, 2019, the Planning, Building and Zoning Committee agreed to the Petitioner's request to construct one (1) house on the property provided a site plan was provided. On August 30, 2019, the Petitioner submitted a site plan with two (2) potential housing locations, which was provided.

Staff prepared a proposed conditional use permit which was also provided. The proposed conditions are:

1. There can only be one (1) single-family housing unit located on the parcel.
2. The parcel must remain at least one hundred thirty thousand (130,000) square feet in size.
3. Well and septic system must receive applicable permits from the Kendall County Health Department.
4. The new home shall be constructed in substantially one (1) of the locations shown on the site plan.
5. The property owner may construct accessory structures normally and customarily found on residentially used properties.
6. None of the structures constructed on the property shall be considered agricultural purposes. Accordingly, the property owner shall secure all applicable permits for the construction of structures on the property.
7. Failure to abide by the above conditions could result in the revocation of the conditional use permit.

Member Kellogg made a motion, seconded by Member Gengler, to approve the conditional use permit with conditions proposed by Staff.

The votes were as follows:

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

The motion carried.

OLD BUSINESS

Update on 45 Cheyenne Court-Committee Could Approve Forwarding the Violation to the State's Attorney's Office

Mr. Asselmeier provided an updated picture of the property taken September 9, 2019.

Member Kellogg made a motion, seconded by Member Gengler, to forward the case to the State's Attorney's Office. With a voice vote of four ayes, the motion carried unanimously.

Discussion and Possible Amendment to Petition 19-21 Request from the Kendall County Planning, Building and Zoning Committee for Amendments to the Kendall County Land Cash Ordinance

Following the August 2019 Committee of the Whole meeting, this proposal was referred back to the Planning, Building and Zoning Committee to discuss the possibility of having multiple fair market values similar to Will and DuPage Counties. A copy of Will and DuPage Counties' information was provided.

In Will County, the school district determines whether land is donated or cash is paid. The Supervisor of Assessments works with the local township to determine the fair market value. The appeals process and timeline for paying are outlined in the ordinance.

In DuPage County, the donation amount is determined by agreement between the developer and the County based on a density table. The Regional Superintendent of Schools may file an objection.

Both Will and DuPage Counties only collect donations for developed lots in subdivisions.

Enrollment figures will be available in October.

Discussion occurred about having a fair market value on a township basis. Andy Nicoletti expressed concerns about breaking up school districts by townships. Mr. Nicoletti also expressed concerns about the differences in valuation between townships. Discussion occurred regarding the impact of land values on the land cash amount.

The consensus of the Committee was to examine fair market values on a school district basis. Mr. Nicoletti will do a three (3) year average evaluation of value by school district inside and outside municipalities and everything combined. He will provide this information for the October Planning, Building and Zoning Committee meeting.

Discussion of Bed and Breakfast and AirBnB Related Zoning Regulations-Committee Could Initiate a Text Amendment to the Kendall County Zoning Ordinance Regarding These Uses

Mr. Asselmeier summarized the issue.

Following the July Planning, Building and Zoning Committee on this topic, Staff was instructed to draft changes to the Kendall County Zoning Ordinance pertaining to bed and breakfast establishments and short-term rentals. Bed and breakfast establishments are special uses in the A-1, R-1, RPDs, and R-2 zoning districts. The proposed changes are as follows:

Amendment to Section 3.02

~~BED AND BREAKFAST ESTABLISHMENTS - A lodging establishment, generally in a single-family dwelling and/or detached guesthouse, primarily engaged in providing overnight or otherwise temporary lodging for the general public and may provide meals for compensation. An operator-occupied residence providing accommodations for a charge to the public with no more than five (5) guest rooms for rent, in operation for more than ten (10) nights in a twelve (12) month period. Breakfast may be provided to the guests only. Bed and breakfast establishments shall not include motels, hotels, boarding houses, or food service establishments. Bed and bed breakfast establishments shall meet the criteria set forth in the Illinois Bed and Breakfast Act.~~

~~HOTEL, MOTEL, OR INN OR AUTO COURT.~~ An establishment containing lodging

accommodations designed for use by transients, or travelers or temporary guests. Facilities provided may include maid service, laundering of linen used on the premises, telephone and secretarial desk service, restaurants, cocktail lounges, meeting rooms, and ancillary retain uses provided access to such uses are from the exterior of the principal use. Short-term rentals of a maximum thirty (30) days in a dwelling, one family or dwelling, two family or accessory structures with residentially allowed occupancy permits shall not be considered hotels.

Section 7.01.D.11 is amended by the following:

1. Bed and breakfast establishments are permitted subject to the following conditions:
 - a. Shall have no more than five (5) guest rooms for rent.
 - b. Shall be in operation for not less than ~~six (6) nights in a six (6) month period.~~ ten (10) nights in a twelve (12) month period.
 - c. Shall maintain a guest register which shall be available at all times for inspections.
 - d. Shall be located in a single family detached dwelling, not an accessory building or garage.
 - e. Shall satisfy all requirements of the Kendall County Health Department in accordance with the requirements set forth in the most recent version of the Kendall County Food Establishment Sanitation Ordinance and Building Department prior to the issuance of occupancy permits.
 - f. In addition to the parking requirements for a single family detached dwelling, the bed and breakfast establishment shall provide one (1) additional space for each guest room. The off-street parking for a bed and breakfast establishment shall not be located in any required yard, but it shall be screened from adjacent properties by a landscape screen of at least fifty (50) percent capacity.
 - g. Only one (1) sign shall be permitted for each bed and breakfast establishment. The maximum size of such sign shall be four (4) square feet per sign face.
 - h. Each guest room may have its own private bath. No guest room shall have any kitchen facilities.
 - i. Guest room shall mean sleeping room intended to serve no more than two (2) adult transient guests per night.
 - j. Accommodations shall be provided in guest rooms only. The length of stay in a bed and breakfast establishment shall be a maximum of One (1) week.
 - k. Any application for a special use shall include, in addition to all other documents required for a special use application, floor plans drawn to scale accurately showing the guest rooms in relation to the rest of the single family detached dwelling.

Sections 8.02.C.4. and Section 8.03.H.2.b are amended to have the same language as Section 7.01.D.11.

Staff recommends that any changes to the bed and breakfast regulations be included as part of the larger Zoning Ordinance project.

Alex Finke provided additional information regarding AirB&B regulations and their impacts in Batavia.

The Committee reviewed the information from Willie Cade. Mr. Cade explained why he lists his

property on AirB&B. He suggested having a registration number.

Patrick McCrimmon was in agreement with Mr. Cade and the idea of annual registration provided that the information about the registration be made more accessible to the public. Mr. McCrimmon contacted the Village of Montgomery prior to starting on AirB&B instead of contacting the County. The suggestion was made to notify the municipalities of the County's regulations and post information on the County's website.

The consensus of the Committee was to have the definition of bed and breakfast be more in line with State law and not to initiate a text amendment; the text amendment should occur as part of the Zoning Ordinance overhaul. The Committee did not want many regulations, but they did want AirB&Bs to register for free annually with the County. Mr. Cade and Mr. McCrimmon may post their ads on AirB&B.

Zoning Ordinance Project Update

Mr. Asselmeier provided an update.

The Comprehensive Land Plan and Ordinance Committee has reviewed Sections 3, 4, 5, 6, 7, 8, and part of 12. They continue to discuss various definitions. Each Section will be separate petitions.

NEW BUSINESS

Approval to Initiate an Amendment to Section 104 (Definitions) of the Kendall County Stormwater Management Ordinance by Updating the Edition of Bulletin 70 Referenced in the Ordinance

Mr. Asselmeier summarized the request.

Bulletin 70 is a document used by the Illinois State Water Survey (ISWS) to evaluate rainfall frequency in Illinois.

The 1989 version of Bulletin 70 is referenced in the Kendall County Stormwater Management Ordinance. In March 2019, Bulletin 70 was updated.

Accordingly, Staff requests that the definition of Bulletin 70 contained in Section 104 of the Kendall County Stormwater Management Ordinance be updated from "Frequency Distributions and Hydroclimatic Characteristics of Heavy Rainstorms in Illinois" by Floyd Huff and James Angel of the Illinois State Water Survey (1989)" to "Frequency Distributions of Heavy Precipitation in Illinois: Updated Bulletin 70' by James Angel and Momcilo Markus (2019)."

If the County does not update to the most current version of Bulletin 70, then the County would be utilizing outdated rainfall figures when designating and evaluating stormwater infrastructure. A copy of the update version of Bulletin in 70 was provided.

Pursuant to Section 808 of the Kendall County Stormwater Management Ordinance, no amendments to the Stormwater Management Ordinance can occur without a public hearing by the County Board.

Member Kellogg made a motion, seconded by Member Gengler, to start the adoption process for this amendment. With a voice vote of four (4) ayes, the motion carried unanimously. This matter will go to the County Board on October 15th.

Discussion of 1983 Recreational Vehicle and Campground Regulations

The Committee reviewed the regulations.

There are four (4) campgrounds in the County.

Member Gilmour made a motion, seconded by Member Kellogg, to ask the State's Attorney's Office what can the County change and what can't the County change in this Ordinance and will these changes apply to the existing campgrounds. With a voice vote of four (4) ayes, the motion carried unanimously.

If the County can make changes, then the Committee would like to review the Ordinance in more detail.

REVIEW VIOLATION REPORT

The Committee reviewed the Violation Report.

Chairman Prochaska noted that Fields of Farm Colony expressed opposition to the County's increased enforcement activities.

REVIEW NON-VIOLATION COMPLAINT REPORT

The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION

Mr. Asselmeier reported the Illinois Historic Preservation Agency hired a new person to review Certified Local Government applications and they will be reviewing the County's Historic Preservation Ordinance.

REVIEW PERMIT REPORT

The Committee reviewed the report.

REVIEW REVENUE REPORT

The Committee reviewed the report.

CORRESPONDENCE

None

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

None

ADJOURNMENT

Member Kellogg made a motion, seconded by Member Gengler, to adjourn. With a voice vote of four (4) ayes, the motion carried unanimously. Chairman Prochaska adjourned the meeting at 7:24 p.m.

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

Enc.

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Office Building

Rooms 209 & 210

111 W. Fox Street, Yorkville, Illinois

6:30 p.m.

Special Meeting Minutes of September 10, 2019 – Unofficial until approved

CALL TO ORDER

The meeting was called to order by Chairman Prochaska at 6:33 p.m.

ROLL CALL

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

Committee Members Absent: None

Also Present: Matt Asselmeier (Senior Planner), Bill Ashton, Roger Bledsoe, Tom Casey, Dave Hamman, Karin McCarthy-Lange, Larry Nelson, Ruben Rodriguez, Claire Wilson, Scott Koeppel, Commander Jason Langston, Amy Cesich, Randy Cesich, Robyn Vickers, Dr. Amaal Tokars, Jackie Kowalski, Steve Gengler, Brad Blocker, and Katie Finlon

APPROVAL OF AGENDA

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

PUBLIC COMMENT

None

NEW/OLD BUSINESS

Discussion and Possible Amendment to Petition 19-31-Request from the Kendall County Planning, Building and Zoning Committee for Text Amendments to the Kendall County Zoning Ordinance Pertaining to Recreational and Medical Cannabis Uses

Mr. Asselmeier summarized the request.

On June 25, 2019, the Governor signed the Cannabis Regulation and Tax Act (Public Act 101-027). This Act legalized certain recreational cannabis uses and allowed County to enact reasonable zoning regulations related to these uses.

On August 9, 2019, the Governor signed an Act related to Banking-Cannabis Businesses (Public Act 101-363). Among other actions, this Act amended the Compassionate Use of Medical Cannabis Pilot Program Act by removing the expiration deadline of medical cannabis related uses and changing the location where medical cannabis dispensary may locate.

On August 26, 2019, the Kendall County Planning, Building and Zoning Committee voted to initiate text amendments to the Kendall County Zoning Ordinance pertaining to medical and recreational cannabis uses. The Committee wanted medical cannabis related use to be regulated similarly as recreational cannabis uses from a zoning perspective. The Committee also wanted to have these regulations in place by January 1, 2020.

In summary the changes are as follows:

1. The previously adopted zoning regulations for medical cannabis uses are repealed in their entirety.
2. Definitions of Adult-Use Cannabis Business Establishment, Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Cultivation Center, Adult-Use Cannabis Dispensing Organization, Adult-Use Cannabis Infuser Organization or Infuser, Adult-Use Cannabis Processing Organization or Processor, Adult-Use Cannabis Transporting Organization or Transporter, Medical Cannabis Cultivation Center or Cultivation Center, and Medical Cannabis Dispensing Organization or Dispensing Organization or Dispensary were added to the Zoning Ordinance. These definitions come from the Cannabis Regulation and Tax Act and the Compassionate Use of Medical Cannabis Program Act.
3. Adult-Use Cannabis Craft Growers are proposed to be special uses in the A-1, M-1, M-2 Zoning Districts. They are to be at minimum one thousand feet (1,000') from the property lines of pre-existing public or private nursery schools, preschools, primary or secondary schools, day care centers, day care homes, residential care homes, pre-existing properties zoned or used for residential purposes, pre-existing forest preserves, public parks, and places of worship. This distance requirement is the same distance requirement for outdoor shooting ranges.
4. Adult-Use Cannabis Cultivation Centers and Medical Cannabis Cultivation Centers are proposed to be special uses in the M-1 and M-2 Zoning Districts and will be minimum two thousand five hundred feet (2,500') from the protected uses listed in number 3 previously. Medical Cannabis Cultivation Centers are currently special uses in the M-1 and M-2 Zoning Districts. The distance requirement was set by the Compassionate Use of Medical Cannabis Program Act.
5. Adult-Use Cannabis Dispensing Organizations and Medical Dispensing Organizations are proposed to be special use in the B-3, M-1, and M-2 Zoning Districts and will be at least one thousand feet (1,000') from the uses listed in number 3 previously except pre-existing properties used or zoned residentially. They can be at minimum two hundred fifty feet (250') from residentially used or zoned property. Public Act 101-363 removed the distance requirements for Medical Dispensing Organizations. Onsite consumption of cannabis by the public is not allowed. Hours of operation will be from 6:00 a.m. until 8:00 p.m.
6. Adult-Use Cannabis Infuser Organizations are proposed to be special use in the B-3, M-1, and M-2 Zoning Districts and will be at least one thousand five hundred feet (1,500') from the uses listed in number 3 previously except pre-existing properties used or zoned residentially. They can be at minimum two hundred fifty feet (250') from residentially used or zoned property.
7. Adult-Use Cannabis Processing Organizations are proposed to be special use in the B-3, M-1, and M-2 Zoning Districts and will be at least one thousand five hundred feet (1,500') from the uses listed in number 3 previously except pre-existing properties used or zoned residentially. They can be at minimum two hundred fifty feet (250') from residentially used or zoned property.
8. Adult-Use Cannabis Transporting Organizations are proposed to be special use in the M-1 and M-2 Zoning Districts and will be at least one thousand five hundred feet (1,500') from the uses listed in number 3 previously except pre-existing properties used or zoned residentially. They can be at minimum two hundred fifty feet (250') from residentially used

or zoned property. They can only transport cannabis unless allowed by the special use permit.

9. The proposal updates Appendix 9 to reflect the addition of cannabis related uses and correct citation errors caused by adding these uses to the Zoning Ordinance.

At least one (1) Planning, Building and Zoning Committee member favored having cannabis uses in stand-alone buildings.

Maps showing the potential location of cannabis uses were provided.

Townships were notified of this proposal and the September 10th meeting on August 28, 2019.

ZPAC met on this proposal on September 3, 2019. ZPAC issued a neutral recommendation and requested that information regarding surveillance, security, and security related structural requirements be added to the proposed amendment. ZPAC also requested that cannabis uses not be allowed in the B-3 District. The vote was five (5) in favor and one (1) in opposition. Fran Klaas said the County should not create zoning regulations for cannabis because it is illegal federally.

Planning, Building and Zoning Committee Chairman Prochaska emphasized the importance of having some type of zoning in place by January 1, 2020, and the implications of not having zoning regulations in place by that date.

Member Kellogg explained the purpose of this meeting and that the proposal was intended to be a working document. Changes to the proposal are anticipated.

Commissioner Nelson suggested having a more restrictive regulation at the beginning because the difficulties of taking a use away at a later date. He expressed concerns regarding the ability of a cannabis related use going anywhere in the County, if no zoning regulations are in place. The regulations could be modified in the future

Member Flowers expressed agreement with Commissioner Nelson's suggestions. She expressed opposition to co-location of cannabis uses.

Member Gilmour favor a minimum of distance of one thousand five hundred feet (1,500') from cannabis uses to other protected uses. Planning, Building and Zoning Committee Chairman Prochaska and Member Kellogg favored a one thousand foot (1,000') distance.

It was noted that Planning, Building and Zoning Committee members did not agree on a stand-alone building requirement for cannabis uses. Discussion occurred regarding potential odors and odors from other types of businesses.

Regional Planning Commission Chairman Ashton if there was any update from the State regarding regulations. Mr. Asselmeier responded that the Department of Agriculture has not released any information regarding its rule-making progress.

County Administrator Koeppel stated that infuser and transporter applications will not be available until January 1, 2020. Growing applications will be available October 1, 2019.

Discussion occurred regarding enforcement. Commission Hamman asked who was going to be oversee these regulations. Mr. Asselmeier responded that the Zoning Inspector will be

responsible for enforcing Kendall County's specific zoning regulations and that the Sheriff's Department and other law enforcement agencies will be responsible for those enforcement areas assigned to them. The two (2) main areas of zoning regulations were zoning districts where the uses might be allowed and distances from protected uses as determined by the local government.

Mr. Asselmeier summarized that ZPAC did not want cannabis uses in the B-3 district, they wanted greater security information, and they wanted the Sheriff's Department to have access to the security system of cannabis related uses. Commander Langston explained the Illinois regulations as they relate to security system access. The law uses the phrase "upon request" as it relates to access to security systems. Security systems would not be live feed. Facial recognition use was discussed, but was not specifically required in State law. Commander Langston explained that video records must be retained for ninety (90) days and as long as necessary in cases of loss or theft. The Sheriff's Department is not responsible for dictating where security cameras must be placed.

Discussion occurred about placing cannabis uses in the B-3 District and the impact of odors on neighboring retail businesses. Discussion occurred about placing a cannabis related business in the former Caterpillar property; this property is zoned M-2. Commander Langston explained the Sheriff's Department's concerns about placement of cannabis uses in the B-3 District.

Commissioner Wilson asked why the setback distances were different for each use. Mr. Asselmeier explained that the distances related to craft growers were based on the distance used for outdoor shooting ranges. For cultivation centers, the distance came from State law. For dispensing organizations, the distance from schools was from State law and the distance from residential uses was from the Illinois Municipal League's template ordinance. For the remaining cannabis uses, the distances came from the Illinois Municipal League's template ordinance.

Brad Blocker, Na-Au-Say Township Supervisor, pointed out that the special use reference section for A-1 was incorrect; it should be Section D and not Section C. He noted that craft growers cannot co-locate with dispensing organizations and infuser organizations in the A-1 because only craft growers were allowed in the A-1 and the two (2) uses were not allowed in the A-1. He questioned the logic of using the distance measurement for gun ranges; he favored using the distance requirement for craft breweries. Member Kellogg said one thousand feet (1,000') was used by counties in Colorado; gun ranges were not the reason the distance was proposed at one thousand feet (1,000').

Member Kellogg suggested adding setbacks from halfway houses and correctional facilities to the proposal.

Commissioner Wilson expressed concerns regarding a medical dispensing organization locating within two hundred fifty feet (250') from residential uses and residential zoned property.

Commissioner Wilson asked about the definition of adult and the possibility of having a business license revoked similar to a liquor license. According to State law, the legal age to buy cannabis products is twenty-one (21). Discussion has occurred at the County level of an ordinance similar to the Liquor Control Ordinance that restricts the number of cannabis related businesses in the County and establishes a license similar to a liquor license. Discussion occurred about the difficulty and amount of time necessary to revoke a special use permit compared to revoking a liquor license. There was uncertainty about whether or not the Sheriff's Department would do compliance checks with cannabis businesses similar to the checks they do for liquor

establishments. The consensus of both the Planning, Building and Zoning Committee and the Regional Planning Commission was to ask the State's Attorney's Office for an opinion whether or not a County can designate a person with similar powers as the liquor commissioner but for cannabis related business and if the County can restrict the number of cannabis businesses similar to the way the County restricts the number of liquor establishments.

The State will put licenses out for the first seventy-five (75) dispensaries on October 1, 2019. If someone is awarded a license on January 1, 2020, they will pursue securing necessary zoning permits at their property after the preliminary award. If they secure applicable zoning permits, then the State will grant final licensure in May 2020. The licenses will be awarded on a points system. A medical dispensary can be awarded a recreational license on January 1, 2020. There will be a total of three hundred (300) dispensary licenses by the end of 2021.

Dispensaries can sell paraphernalia. The special use permit can restrict the other products sold at the establishment.

Randy Cesich explained the procedure for entering a cannabis dispensary in Colorado, the layout of the store, and the visible security presence inside the facility.

Discussion occurred regarding the interconnection of dispensaries regarding cannabis purchases.

Discussion occurred regarding using credit cards to purchase cannabis. Cash was not the way to purchase cannabis.

Discussion occurred regarding increased crime in Colorado since the legalization of cannabis.

Member Flowers asked Dr. Tokars if the new regulations will assist with addressing the opioid crisis. Dr. Tokars responded that the new law does not add anything to existing medical cannabis availability.

Planning, Building and Zoning Committee Chairman Prochaska asked Dr. Tokars about second hand smoke from cannabis uses. Dr. Tokars responded that little research exists about the impact of second hand THC.

Commissioner Wilson asked about tests that law enforcement can use to identify people under the influence of cannabis similar to an alcohol breathalyzer test. Commander Langston responded that no tests were currently available in Illinois.

Discussion occurred regarding fencing requirements; barbed wire is not required in State law.

Steve Gengler, Kendall Township Supervisor, agreed with the Sheriff's Department regarding the B-3 District. They did not foresee cannabis uses in the B-3 District; they favored cannabis uses in the M-1 and M-2 Districts.

Commissioner Wilson asked about the impact of legalization of cannabis businesses on the black market. Commander Langston responded that the black market did not pay taxes for sales of cannabis and still existed.

Discussion occurred regarding the intergovernmental agreements for zoning and the potential of those municipalities to opt-out. Mr. Asselmeier responded that a municipality could still opt-out in the same way that the County's zoning might allow alcohol in a specific zoning district, but the

township where a given property is located is dry. Townships cannot opt-out.

Discussion occurred regarding the procedures to opt-out and potentially opt-in at some point in the future.

Discussion occurred regarding the potential tax revenue. The County can levy a sales tax at a maximum three point seven five percent (3.75%) in the unincorporated areas and a maximum three percent (3%) in municipalities. Municipalities can impose a three percent (3%) sales tax. A dispensary would have to pay six percent (6%) sales tax if they located inside a municipality and both the municipality and the County levied the maximum sales tax. Commissioner Nelson asked if the County could still collect taxes on cannabis sales inside a municipality if the County opted-out. County Administrator Koeppel thought the County could collect sales tax, but he did not have a legal opinion on the subject. The consensus of both the Planning, Building and Zoning Committee and the Regional Planning Commission was to ask the State's Attorney's Office if the County can still levy a tax on cannabis related business inside a municipality if the County opted-out.

Mr. Asselmeier presented the timeline for adoption. The proposal goes to the Regional Planning Commission on September 25th, the Zoning Board of Appeals hearing on September 30th, the townships would have the month of October to review and file objections, the matter would go to the Planning, Building and Zoning Committee and County Board in November. There is a one (1) month space for leeway.

The opt-out question will be at the Committee of the Whole on September 12, 2019.

COMMENTS FROM THE PRESS

None

ADJOURNMENT

Member Flowers made a motion, seconded by Member Gengler, to adjourn. With a voice vote of five (5) ayes, the motion carried unanimously. Chairman Prochaska adjourned the meeting at 7:54 p.m.

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

COUNTY OF KENDALL, ILLINOIS
Law, Justice and Legislation Committee
Monday, September 9, 2019
Meeting Minutes

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

Roll Call:

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

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

Others Present: Public Defender Vicki Chuffo, Court Services Director Alice Elliott, EMA Director Joe Gillespie, County Administrator Scott Koeppel, Chief Deputy Mike Peters, Judge Robert Pilmer, Coroner Jacquie Purcell, Deputy Commander Jeanne Russo, Facilities Director Jim Smiley, States Attorney Eric Weis

Approval of the Agenda –Member Vickers made a motion to approve the agenda with the amendment of adding a second Public Comment section before the Legislative Update section, second by Member Hendrix. **With five members present voting aye, the motion carried.**

Approval of Minutes – Member Hendrix made a motion to approve the August 12, 2019 meeting minutes, second by Member Prochaska. **With five members present voting aye, the motion carried.**

Public Comment - None

Status Reports

Coroner – Coroner Purcell reviewed the monthly report with the committee, and reported 22 deaths for the month of August with 2 caused due to vehicle accidents and 1 suicide. Coroner Purcell stated that personnel attended NEMRT training on Evidence Processing, and Medicolegal Death Investigation training in August. Coroner Purcell attended the Illinois, Indiana, Minnesota, and Wisconsin White house Regional Conference and State Officials Day in Washington, D.C. on August 20th. **Written report provided.**

EMA – **Written report provided.** Multi-Agency Search and Rescue training on Orienteering was held at Waterfall Glenn Forest Preserve in Darien, with 30 Search and Rescue professionals from eight agencies in attendance, including four from Kendall County Search and Rescue.

Kendall County EMA Search and Rescue Personnel participated in searches in Cook County for a missing person possibly involved in a homicide, and search in Belvidere for evidence in regards to a homicide of a male.

Several Kendall County Search and Rescue personnel are involved in planning for a full scale Search and Rescue exercise in Kane County in early November, where Search and Rescue professionals from throughout Illinois, the Kane County Sheriff's Office, ILEAS Mobile Field Forces, IL-TF1, Elgin and North Aurora police drones and Civil Air Patrol will participate.

Monthly Siren, STARCOM and WSPY Emergency Alert System (EAS) testing continued.

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

Court Services – Written report provided. Director Elliott reported that due to new standards, Probation Officers are required to spend additional time in the field, causing increased concerns about officer safety. In the spirit of agency cooperation and collaboration, the Oswego Police Department has taken over training Court Services/Probation personnel in defensive tactic techniques should they need to use them, The training will be repeated regularly to ensure the skills become muscle memory. The Sheriff's Office will be providing OC Spray training, and Probation Officers will begin carrying it in the field. DuPage County Probation is assisting Kendall County Probation in developing verbal de-escalation and home visit safety training that will be practiced in-house to ensure the best defense and prevention of de-escalation of potential crisis situations. Kendall County EMA has been instrumental in providing needed radios for use when on home visits, and KenCom has set-up a system for Probation to utilize the CAD system for officers to call in when out on home visits.

Director Elliott also reported on two new programs that Court Services/Probation has collaborated with the Kendall County Health Department in bringing to the County:

Thinking for a Change is a 26-week cognitive intervention group designed to teach social skills, problem solving skills and decision-making skills. Probation Officers and Health Department Counselors have been trained, and together will deliver the program to Probation Clients determined by the Probation Office or the Court to be good candidates for this evidence-based program, that has shown to be effective in reducing recidivism with moderate to high-risk clients.

Domestic Violence Offender Treatment is a collaboration between Probation and the KC Health Department to become a certified Partner Abuse Intervention Program Provider, and ensure a smooth transition to services/treatments such as Substance Abuse counseling, Mental Health appointments, etc. By overcoming past barriers to this treatment, both the offender and victim are being served, and the sooner an abuser begins treatment, the safer their victim becomes. The goal is to have facilitators fully trained by the end of September, and then begin defining and collaborating on the referral process and service delivery between the two departments by the end of this fiscal year.

Sheriff's Report

- a. Operations Division – Chief Written report provided.
- b. Corrections Division – Written report provided.
- c. Records Division – Written report provided.

Old Business - None

New Business

- *Discussion and Approval of the X-Ray Machine Service Agreement with Smith's Detection* – Member Hendrix made a motion to forward the item to the County Board for approval, second by Member Prochaska. **With five members voting aye, the motion carried by a vote of 5-0.**
- *Discussion and Approval of the Sheriff's Office Fee Study* – Member Hendrix made a motion to forward the item to the County Board for approval, second by Member Vickers. **With five members in agreement, the motion carried by a vote of 5-0.**
- *Discussion and Approval of an Ordinance Prohibiting Cannabis Business Establishments* – Member Prochaska made a motion to forward the item to the Board for approval, second by Member Vickers. Mr. Giles asked for clarification of a yes or no vote, or simply doing nothing and it being allowed. Mr. Koepfel stated that the LJC Committee is specifically reviewing the ordinance, and then voting yes or no to send it to the County Board for final approval-, PBZ Committee is reviewing the zoning specific to Cannabis Business Establishments if the ordinance is allowed, and the Admin HR Committee is reviewing the implication of the ordinance as it pertains to employees. Discussion on the pros and cons of allowing Cannabis Business Establishments in the County, legal opinion of whether the County can opt-out of specific categories of the ordinance, and pros and cons of approving the ordinance.

ROLL CALL: Member Gilmour – yes, Member Vickers – no, Member Hendrix – no, Member Prochaska – yes, Member Giles – yes

With Members Gilmour, Prochaska and Giles voting yes, and Members Vickers and Hendrix voting no, the motion carried by a vote of 3-2 to forward the item to the Committee of the Whole for further discussion.

Chairman's Report/Comments – No report

Public Comment - None

Legislative Update - None

Executive Session – Not needed

Items for the September 17, 2019 County Board Agenda

- *Approval of the X-Ray Machine Service Agreement with Smith's Detection*
- *Approval of the Sheriff's Office Fee Study*

Items for the September 12, 2019 Committee of the Whole Agenda

- *Approval of an Ordinance Prohibiting Cannabis Business Establishments*

Adjournment – Member Hendrix made a motion to adjourn the meeting, second by Member Prochaska. **With five members in agreement, the meeting adjourned at 4:11p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Clerk

COUNTY OF KENDALL, ILLINOIS

Economic Development Committee

Meeting Minutes Friday, August 30, 2019

Call to Order

The meeting was called to order by Chair Audra Hendrix at 9:00a.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Scott Gryder		9:04 am	
Audra Hendrix	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

Staff Present: Scott Koeppel

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

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

Committee Business

- *Discussion of Kendall County EDO Funding* – Mr. Koeppel reported that staff received correspondence from the DCEO via the County's lobbyist stating that Revolving Loan Fund monies may be used in any manner deemed appropriate by that unit of government. Chair Hendrix asked that the correspondence be included in the packet and noted in the minutes. She also requested Mr. Koeppel inquire about Board members' personal liability with the State's Attorney Office. **There was consensus to forward the correspondence to the COW for discussion of the full Board.**
- *Discussion of Waubensee Small Business Development Center* – Chair Hendrix suggested that the Committee utilize the Waubensee Small Business Development Center, by requiring loan applicants to go to the WSBDC for a business plan and other classes. Member Gryder suggested the County collaborate with the Development Center to host a workshop. Member Prochaska indicated that working with the Development Center was a good idea, however he was already concerned with the length of the loan application process. Mr. Koeppel also indicated he would like assistance in reviewing a Business Plan and determining financial viability of the applicant. **There was consensus to direct loan applicants to the Development Center for assistance, however it is not a requirement to get a loan.**

COUNTY OF KENDALL, ILLINOIS

Economic Development Committee

- *Discussion of EDO Breakfast* – Member Prochaska suggested the event be linked to the EDO forming and it be a dinner or fundraiser. Other Members agreed. Mr. Koeppel also noted that once given the go ahead to form the EDO he needed legal assistance whether from the SAO or an outside Attorney.

Updates and Reports – Member Gryder asked about retaining the lobbyist and budget. The fee came out of the Highway budget this fiscal year. The County did get funding for several roads as part of Rebuild IL.

Chairs Report – Chair Hendrix reported that she and Member Cesich attended the Counties and Cannabis Seminar. She indicated they gleaned important information about zoning, law enforcement and employee topics that need to be addressed before January 1 when the new law goes into effect. Member Gryder asked if this was discussed at LJJ and if there was a recommendation forwarded to COW for further discussion. Member Prochaska indicated that PBZ has been discussing zoning regulations as it relates to the new law.

Items for the September 3, 2019 County Board Meeting - None

Items for the September 12, 2019 Committee of the Whole Meeting

- Discussion of Economic Development Organization

Public Comment – None

Executive Committee – Not needed

Adjournment - Member Prochaska made a motion to adjourn, second by Member Vickers. There being no objection, the Economic Development Committee meeting was adjourned at 9:58a.m.

Respectfully submitted,

Mera Johnson
Risk Management & Compliance Coordinator

**COUNTY OF KENDALL, ILLINOIS
SPECIAL COMMITTEE OF THE WHOLE
Wednesday, September 11, 2019**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE - The meeting was called to order at 5:31p.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	Present		
Scott Gengler	Here		
Tony Giles	Here		
Judy Gilmour	Here		
Scott Gryder		During Executive Session	
Audra Hendrix	Here		
Matt Kellogg	Aye		
Matthew Prochaska	Here		
Robyn Vickers	Absent		

Others present:

APPROVAL OF AGENDA – Motion made by Member Hendrix to approve the agenda, second by Member Prochaska. **With eight members present voting aye, the motion to approve the agenda carried by a vote of 8-0.**

OLD BUSINESS - None

NEW BUSINESS

From the Admin HR Committee:

- *County Administrator Annual Employee Review* - Member Prochaska moved to go into executive session for the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Member Hendrix seconded the motion. Vice Chair Cesich asked for a roll call vote on the motion. All members present voting aye. Motion carried.

ROLL CALL

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

With eight members voting aye, the committee entered into Executive Session at 5:33p.m.

The committee reconvened into Open Session at 6:59p.m.

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA – None

REVIEW BOARD ACTION ITEMS - None

CHAIRMAN’S REPORT – None

EXECUTIVE SESSION – Already done

ADJOURNMENT – Member Prochaska made a motion to adjourn the meeting, second by Member Hendrix. **The meeting was adjourned at 7:01p.m.**

Respectfully Submitted,

Mera Johnson
Risk Management & Compliance Coordinator

COUNTY OF KENDALL, ILLINOIS

PROCLAMATION 19-_____

A PROCLAMATION ESTABLISHING “IT’S OUR FOX RIVER DAY – A Watershed Wide Celebration”

WHEREAS, The Fox River was central to the lives of native Americans inhabiting the Fox River Valley in Wisconsin and Illinois for millennia, providing an abundance of food and water to wildlife and those native populations, and;

WHEREAS, The Fox River was the central to the lives of early settlers of the Fox River Valley, providing a source of water and power to mill the grains to feed those settlers, saw the lumber to shelter those settlers, and drive the early machinery which formed the commercial and industrial base that gave first growth to our community, and;

WHEREAS, The Fox River, once a fine fishery and source of public water, became burdened with the uncontrolled discharge of industrial, commercial and municipal wastes, with the resulting pollution threatening the health and welfare of all populations of the Fox River, including human and wildlife, and;

WHEREAS, sustained and increasingly diligent and effective efforts have been made over the past century to reduce and eliminate pollution and changes to our river’s natural shorelines, and;

WHEREAS, The Fox River has been largely freed from its burden of pollution and once again has become a safe source of recreation and reliable public water supply, with its fish and wildlife population in clear recovery;

WHEREAS, the County of Kendall, Illinois recognizes the historic, present and future value of this unique and precious natural resource to our community, and all other communities within and beyond the Fox River Valley,

NOW, THEREFORE, I, Scott R. Gryder by virtue vested in me as County Board Chairman of the County of Kendall, Illinois, do hereby proclaim Saturday, September 21, 2019, and every third Saturday of September every year thereafter, shall be recognized as “It’s Our Fox River Day”, and to have and support events, public and private, that honor and celebrate the life and well-being of the Fox River for us to share now, and with generations to come.

Approved:

Attest:

Scott R. Gryder
County Board Chairman

Debbie Gillette
County Clerk and Recorder



COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2019-____

**RESOLUTION GRANTING THE KENDALL COUNTY CORONER AUTHORITY
TO ENTER INTO FACILITIES USE AGREEMENTS ON BEHALF OF
KENDALL COUNTY, ILLINOIS**

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

WHEREAS, Kendall County wishes to provide the public with well-trained Kendall County Coroner’s Deputies; and

WHEREAS, the Kendall County Board has received, reviewed and now approves of use agreements, attached as exhibit A, with the Oswego Police Department for the Kendall County Coroner’s Office to use the Oswego Police Department’s training facilities, namely the firing range, defensive tactics room, and community room.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby grants the Kendall County Coroner the authority to enter into the use agreements, attached as exhibit A, with the Oswego Police Department for the use of the Oswego Police Department’s firing range, defensive tactics room, and community room, provided the terms of the agreements do not exceed two (2) calendar years.

Approved and adopted by the County Board of Kendall County, Illinois, this 17th day of September, 2019.

Board Chairman Signature:

Attest:

Scott Gryder, Chairman
Kendall County Board

Debbie Gillette
Kendall County Clerk



OSWEGO POLICE HEADQUARTERS

3355 Woolley Road, Oswego, IL 60543

Jeff Burgner, Chief of Police

Telephone (630)551-7300 Fax (630)554-9378

COMMUNITY ROOM/EOC CLASSROOM USER AGREEMENT

This Agreement is entered into this _____ day of _____, 20____, by and between the Oswego Police Department, hereinafter referred to as "OPD" and _____, (Agency Name) hereinafter referred to as "User", for the purposes set out herein. OPD hereby grants to User the opportunity to use the OPD Community Room/EOC Classroom located at 3355 Woolley Road, Oswego, IL 60543, only under the terms and conditions listed herein.

1. User agrees that the use of said Community Room/EOC Classroom is a privilege, and that the OPD shall have the authority to revoke this Use Agreement, for violation of this Agreement or otherwise, without notice to User. Upon being accepted to participate in the usage of the OPD Community Room/EOC Classroom, a representative from the participating agency shall participate in a facility familiarization training. This training is mandatory and must be completed prior to User participation on site. If the user is not requiring the use of audio/video/hearing assisted equipment then familiarization training is not required.
2. User agrees that OPD provides the said Community Room/EOC Classroom in "as-is" condition, and that no special precautions nor preparations will take place to benefit User, nor the personnel of User while using said Community Room/EOC Classroom.
3. Use of the Community Room/EOC Classroom by User will require the use of advance reservations, to be made through James Jensen at (630)551-7311 (jjensen@oswego-il.org). Written confirmation of said reservation shall be provided to User, either via voicemail or email.
4. User acknowledges and agrees that OPD has enacted certain Facility Rules, and User agrees to abide by said Facility Rules. OPD reserves the right to change the Facility Rules at any time, for any reason without prior notice to the User.
5. User will be liable for any repairs required as a result of any extraordinary activities conducted on the premises by User, and will be liable for any damage done to the Community Room/EOC Classroom as a result of activities conducted by User, normal wear and tear excepted. Prior to the start of User training, the User shall inspect and report any damage or inoperative equipment noticed. Failure to report such damage prior to us shall not exempt the User agency from liability.
6. Please note that the lobby is a place where Police Department business is conducted, therefore no check-in tables or congregating in the lobby will be allowed. Event check in and congregating shall occur only in the pre-event space just outside of the community room.
7. Smoking and consumption of alcohol are not allowed on premise.

8. Prior to the start of an event the group representative will check in with the OPD Records Division.
9. A podium is available for meeting use with projection and microphone capabilities. To use this equipment arrangements must be made prior to the meeting time. Complimentary wi-fi is available.
10. The furniture in the Community Room/EOC Classroom should not be moved, rearranged or taken out of the room, nor may any other furniture be brought into the room without approval from OPD. Only OPD personnel are authorized to move room furniture.
11. It is the responsibility of the User to clean the room and make sure that the room is left in the state it was found. We will not supply space for groups needing a place to store their supplies or equipment. Please refer to the classroom checklist attached to this agreement for details.
12. The kitchen facilities are available for use by groups using the Community Room/EOC Classroom. A refrigerator, microwave and coffee machine are available, no other cooking is permitted. Coffee, sugar, creamer, stir sticks, etc. will not be provided by OPD. These items must be provided by the event organizer. A vending machine is also available for use by User. OPD is not the contractor of the vending machine and not responsible for any loss associated with the vending machine.
13. Bottled water and beverages served out of lidded cups may be consumed in the room and will be provided by the user. No punch bowls, 2-liter bottles, etc. are allowed in the room, they will only be allowed in the pre-event space outside of the classroom.
14. No adhesives, tape, tacks, etc. are to be used on the walls, furniture or any other surfaces in the Community Room/EOC Classroom.
15. No pets or animals are allowed in the Community Room/EOC Classroom unless it is a service animal.
16. Attendance at meetings must be limited to the stated capacity of the room (Community Room Capacity 50, EOC Classroom Capacity 25)
17. Adult sponsors/chaperones, who shall be held responsible for compliance with this policy, must attend meetings where individuals under 18 years of age will be present. One (1) adult for every five (5) persons under the age of 18 is required. These adult sponsors/chaperones also assume responsibility for the group and its activities.
18. Children must be supervised at all times and no user may use the Community Room/EOC Classroom solely for babysitting purposes.
19. No admission charge, collections (except for regular club dues or to cover expenses for materials used at meetings) or other money raising activities may occur at meetings conducted in the Community Room/EOC Classroom.
20. Use of the Community Room/EOC Classroom does not constitute Village sponsorship or endorsement of viewpoints expressed by participants in the programs. No advertisement or announcement implying such an endorsement or sponsorship will be permitted.
21. The User of the Community Room/EOC Classroom will need to provide proof of a certificate of liability insurance policy naming the Oswego Police Department and the Village of Oswego as an insured party. The following limits of insurance apply:

General Liability:	\$1,000,000 (Each Occurrence)
	\$1,000,000 (Aggregate)
Workers Compensation:	Statutory Limits
Umbrella Liability:	\$3,000,000 (Each Occurrence)
	\$3,000,000 (Aggregate)
22. The Undersigned hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all facility rules and procedures.

23. This Agreement will expire on December 31, 20____, unless earlier revoked by OPD. The indemnification provisions of this Agreement will survive the expiration of this Agreement.
24. The signed agreement and required certificate of insurance must be returned to OPD seven (7) days prior to the requested rental date. If signed agreements and certificate of insurance are not received seven (7) days prior to your rental we reserve the right to cancel.
25. This Agreement is not transferable.
26. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
27. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be the Twenty-third Judicial Circuit, Kendall County, Illinois.
28. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement are invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
29. The individual signing this Agreement on behalf of User shall, at the time of execution, provided to the OPD any and all supporting documentation requested evidencing that they are duly authorized to execute this Agreement on behalf of the User.

Community Room/EOC Classroom are available for reservations as follows:

Community Room: Monday-Friday 7:00a.m – 10p.m
Saturday-Sunday 7:00a.m – 4p.m

EOC/Classroom: Monday-Friday 7a.m-10p.m

THE PERSON SIGNING THIS AGREEMENT WARRANTS THAT HE OR SHE IS DULY **AUTHORIZED** TO SIGN THIS AGREEMENT ON BEHALF OF USER, HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

Signature of Applicant

Printed Name of Applicant

Date

Employing Agency

Address

Attendance Authorized By:

Jeff Burgner, Chief of Police, Oswego Police Department

Signature

Date



OSWEGO POLICE HEADQUARTERS

3355 Woolley Road, Oswego, IL 60543

Jeff Burgner, Chief of Police

Telephone (630)551-7300 Fax (630)554-9378

FIRING RANGE USE AGREEMENT

This Agreement is entered into this _____ day of _____, 20____, by and between the

Oswego Police Department, hereinafter referred to as "OPD" and _____

(Agency Name) hereinafter referred to as "User", for the purposes set out herein.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED
BY THE PARTIES HERETO AND BASED UPON THE AUTHORITY OF THE INTERGOVERNMENTAL COOPERATION ACT
AND THE ILLINOIS CONSTITUTION BE IT AGREED AS FOLLOWS:

OPD hereby grants to User the opportunity to use the OPD range located at 3355 Woolley Road, Oswego, IL
60543, only under the terms and conditions listed herein.

1. User agrees that the use of said firing range is a privilege, and that the OPD shall have the authority to
terminate this Use Agreement, for violation of this Agreement or otherwise, without notice to User.
Upon being accepted to participate in the usage of the OPD firing range, a representative from the User
shall participate in a facility and range familiarization training. This training is mandatory and must be
completed prior to User participation on site.

2. User agrees that OPD provides the said firing range in “as-is” condition, and that no special precautions nor preparations will take place to benefit User, nor the personnel of User while using said firing range. Any person using or entering the Firing Range at the invitation of or with the permission of the User is hereafter referred to as “Personnel.”
3. Use of the firing range by User will require the use of advance reservations, to be made through James Jensen at (630)551-7311 (jjensen@oswego-il.org). The type of weapons, ammunition, and course of fire will be identified at the time said reservation is made and is subject to approval by OPD. Unauthorized weapons, ammunition or cause of fire are prohibited. Written confirmation of said reservation, including the aforesaid information will be provided to User, via email.
4. User acknowledges and agrees that OPD has enacted certain Range Rules, and User agrees to abide by said Range Rules. OPD reserves the right to change the Range Rules at any time, for any reason without prior notice to the User. The User shall require that all personnel read and abide by the Range Rules.
5. User will be liable for any repairs required as a result of any activities conducted on the premises by User including Personnel, and will be liable for any damage done to the firing range as a result of activities conducted by User including Personnel, normal wear and tear excepted. Prior to the start of User training, the User shall inspect and report any damage noticed on the range. Failure to report such damage prior to us shall not exempt the User agency from liability.
6. Prior to entering the Firing Range, the User shall provide proof of a certificate of liability and insurance policy as set forth below naming the Village of Oswego together with their officers, agents and employees as primary, non-contributory, additional insured parties.

a. General Liability: \$1,000,000 (Per Occurrence) \$1,000,000 (Aggregate)

b. Workers Compensation: Statutory limits

c. Umbrella Liability: \$3,000,000 (each occurrence) \$3,000,000 (aggregate)

7. The User hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all range rules and procedures and shall require compliance by Personnel.

8. This Agreement will expire on December 31, 20____, unless earlier terminated by OPD. The indemnification provisions of this Agreement will survive the expiration of this Agreement.

9. This Agreement is not transferable, and User will only permit its sworn officers and retirees from the User Department that were sworn officers to attend and participate in firing range activities at the OPD firing range.

10. This Agreement and the Assumption of Risk, Covenant Not to Sue and Release Agreement for Use of the Village of Oswego Firing Range ("the Release Agreement") a true and correct copy of which is attached hereto and incorporated herein as Exhibit A represent the entire agreements between the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties. User shall execute the Release Agreement.

11. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be the Twenty-Third Judicial Circuit, Kendall County, Illinois.

12. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
13. The individual signing this Agreement is duly authorized as the organizational representative at the time of execution. A Resolution must be provided to OPD by the User's governing body evidencing that they are duly authorized to execute this Agreement and the Release Agreement.
14. To the maximum extent permitted by law, the User by and through its governing body agrees to defend, indemnify, hold harmless, release and forever discharge the Village of Oswego together with its officers, agents and employees (the "Indemnities") against all injuries, illness, deaths, loss, damages, claims, actions, lawsuits, causes of action of any kind, property damages, economic and non-economic damages, costs, expenses and liabilities of any kind, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, and satisfying all judgments which may in anyway accrue against the Indemnities, arising in whole or in part, or in consequence of use of or presence at the Firing Range at the Oswego Police Facility, and its buildings, land, related parking areas and walkways (hereinafter collectively the "Premises") by the User and Personnel, including, but not limited to, the discharging of firearms, the use of Village equipment, and presence on the Premises for any purpose or activity related in any way to the use of the Firing Range, or which may in any way result therefore, except that arising out of the sole negligence of the Village of Oswego or the Indemnities.

15. The User shall not permit any Personnel to enter or utilize the Firing Range without first executing the Release Agreement.

THE PERSON SIGNING THIS AGREEMENT WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF USER, HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

Signature of Applicant

Printed Name of Applicant

Date

Employing Agency

Address

Attendance Authorized By:
Jeff Burgner, Chief of Police, Oswego Police Department

Signature

Date



OSWEGO POLICE HEADQUARTERS

3355 Woolley Road, Oswego, IL 60543

Jeff Burgner, Chief of Police

Telephone (630)551-7300 Fax (630)554-9378

DEFENSIVE TACTICS USE AGREEMENT

This Agreement is entered into this _____ day of _____, 20____, by and between the

Oswego Police Department, hereinafter referred to as "OPD" and _____,

(Agency Name) hereinafter referred to as "User", for the purposes set out herein.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED
BY THE PARTIES HERETO AND BASED UPON THE AUTHORITY OF THE INTERGOVERNMENTAL COOPERATION ACT
AND THE ILLINOIS CONSTITUTION BE IT AGREED AS FOLLOWS:

OPD hereby grants to User the opportunity to use the OPD Defensive Tactics Room located at 3355 Woolley
Road, Oswego, IL 60543, only under the terms and conditions listed herein.

1. User agrees that the use of said defensive tactics room is a privilege, and that the OPD shall have the
authority to terminate this Use Agreement, for violation of this Agreement or otherwise, without notice
to User. Upon being accepted to participate in the usage of the OPD defensive tactics room, a
representative from the User shall participate in a facility familiarization training. This training is
mandatory and must be completed prior to User participation on site.

2. User agrees that OPD provides the said defensive tactics room in “as-is” condition, and that no special precautions nor preparations will take place to benefit User, nor the personnel of User while using said defensive tactics room. Any person using or entering the defensive tactics room at the invitation of or with the permission of the User is hereafter referred to as “Personnel.”
3. Use of the defensive tactics room by User will require the use of advance reservations, to be made through James Jensen at (630)551-7311 (jjensen@oswego-il.org). The type of equipment to be used and nature of training will be identified at the time said reservation is made and is subject to approval by OPD. Written confirmation of said reservation, including the aforesaid information will be provided to User, via email.
4. User acknowledges and agrees that OPD has enacted certain Rules, and User agrees to abide by said Rules. OPD reserves the right to change the Rules at any time, for any reason without prior notice to the User. The User shall require that all personnel read and abide by the Rules.
5. User will be liable for any repairs required as a result of any activities conducted on the premises by User including Personnel and will be liable for any damage done to the defensive tactics room as a result of activities conducted by User including Personnel, normal wear and tear excepted. Prior to the start of User training, the User shall inspect and report any damage noticed in the room. Failure to report such damage prior to us shall not exempt the User agency from liability.
6. Prior to entering the Defensive Tactics Room, the User shall provide proof of a certificate of liability and insurance policy as set forth below naming the Village of Oswego together with their officers, agents and employees as primary, non-contributory, additional insured parties.

- a. General Liability: \$1,000,000 (Per Occurrence) \$1,000,000 (Aggregate)
 - b. Workers Compensation: Statutory limits
 - c. Umbrella Liability: \$3,000,000 (each occurrence) \$3,000,000 (aggregate)
7. The User hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all rules and procedures and shall require compliance by Personnel.
8. This Agreement will expire on December 31, 20____, unless earlier terminated by OPD. The indemnification provisions of this Agreement will survive the expiration of this Agreement.
9. This Agreement is not transferable, and User will only permit its sworn officers and retirees from the User Department that were sworn officers to attend and participate in training activities at the OPD defensive tactics room.
10. This Agreement and the Assumption of Risk, Covenant Not to Sue and Release Agreement for Use of the Village of Oswego Defensive Tactics Room ("the Release Agreement") a true and correct copy of which is attached hereto and incorporated herein as Exhibit A represent the entire agreements between the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties. User shall execute the Release Agreement.
11. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be the Twenty-Third Judicial Circuit, Kendall County, Illinois.

12. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
13. The individual signing this Agreement is duly authorized as the organizational representative at the time of execution. A Resolution must be provided to OPD by the User's governing body evidencing that they are duly authorized to execute this Agreement and the Release Agreement.
14. To the maximum extent permitted by law, the User by and through its governing body agrees to defend, indemnify, hold harmless, release and forever discharge the Village of Oswego together with its officers, agents and employees (the "Indemnities") against all injuries, illness, deaths, loss, damages, claims, actions, lawsuits, causes of action of any kind, property damages, economic and non-economic damages, costs, expenses and liabilities of any kind, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, and satisfying all judgments which may in anyway accrue against the Indemnities, arising in whole or in part, or in consequence of use of or presence at the Defensive Tactics Room at the Oswego Police Facility, and its buildings, land, related parking areas and walkways (hereinafter collectively the "Premises") by the User and Personnel, including, but not limited to, the use of Village equipment, and presence on the Premises for any purpose or activity related in any way to the use of the Defensive Tactics Room, or which may in any way result therefore, except that arising out of the sole negligence of the Village of Oswego or the Indemnities.

15. The User shall not permit any Personnel to enter or utilize the Defensive Tactics Room without first executing the Release Agreement.

THE PERSON SIGNING THIS AGREEMENT WARRANTS THAT HE OR SHE IS DULY **AUTHORIZED** TO SIGN THIS AGREEMENT ON BEHALF OF USER, HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

Signature of Applicant

Printed Name of Applicant

Date

Employing Agency

Address

Attendance Authorized By:
Jeff Burgner, Chief of Police, Oswego Police Department

Signature

Date

Kendall County Clerk				
Revenue Report		8/1/19-8/31/19	8/1/18-8/31/18	8/1/17-8/31/17
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$ 920.00	\$ 882.50	\$ 971.50
	County Clerk Fees - Marriage License	\$ 2,250.00	\$ 2,730.00	\$ 2,040.00
	County Clerk Fees - Civil Union	\$ -	\$ -	\$ -
	County Clerk Fees - Misc	\$ 1,960.00	\$ 2,530.50	\$ 1,999.50
	County Clerk Fees - Recording	\$ 31,545.00	\$ 29,893.00	\$ 33,373.00
01010061205	Total County Clerk Fees	\$ 36,675.00	\$ 36,036.00	\$ 38,384.00
01010001185	County Revenue	\$ 48,171.00	\$ 54,149.50	\$ 46,851.25
38010001320	Doc Storage	\$ 18,476.00	\$ 17,504.50	\$ 19,882.50
51010001320	GIS Mapping	\$ 31,208.00	\$ 29,539.00	\$ 33,563.00
37010001320	GIS Recording	\$ 3,904.00	\$ 3,693.00	\$ 4,193.00
01010001135	Interest	\$ 17.71	\$ 17.76	\$ 23.59
01010061210	Recorder's Misc	\$ 6,731.50	\$ 5,910.25	\$ 9,282.75
81010001320	RHSP/Housing Surcharge	\$ 16,560.00	\$ 15,885.00	\$ 17,487.00
37210001575	Tax Certificate Fee	\$ 960.00	\$ 440.00	\$ 560.00
37210001576	Tax Sale Fees	\$ -	\$ 40.00	\$ 899.00
37210001577	Postage Fees	\$ -		\$ -
CK # 18759	To KC Treasurer	\$ 162,703.21	\$ 163,215.01	\$ 171,126.09
Death Certificate Surcharge sent from Clerk's office \$936.00 ck # 18757				
Dom Viol Fund sent from Clerk's office \$375.00 ck # 18758				

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 NINE MONTHS ENDED 08/31/2019

<u>REVENUES*</u>	Annual <u>Budget</u>	2019 YTD <u>Actual</u>	2019 YTD <u>%</u>	2018 YTD <u>Actual</u>	2018 YTD <u>%</u>
Personal Property Repl. Tax	\$370,000	\$324,701	87.76%	\$296,689	74.17%
State Income Tax	\$2,221,490	\$2,058,603	92.67%	\$1,824,110	73.85%
Local Use Tax	\$685,000	\$609,898	89.04%	\$518,066	82.23%
State Sales Tax	\$550,000	\$386,575	70.29%	\$399,467	72.63%
County Clerk Fees	\$325,000	\$244,335	75.18%	\$258,281	64.57%
Circuit Clerk Fees	\$800,000	\$550,920	68.86%	\$546,676	64.31%
Fines & Foreits/St Atty.	\$325,000	\$173,011	53.23%	\$222,386	58.52%
Building and Zoning	\$68,000	\$61,340	90.21%	\$57,035	87.75%
Interest Income	\$150,000	\$250,863	167.24%	\$151,385	175.01%
Health Insurance - Empl. Ded.	\$1,265,420	\$897,463	70.92%	\$867,260	66.74%
1/4 Cent Sales Tax	\$3,105,000	\$2,289,164	73.73%	\$2,273,819	77.08%
County Real Estate Transf Tax	\$425,000	\$310,957	73.17%	\$314,458	71.47%
Federal Inmate Revenue	\$1,618,750	\$1,736,455	107.27%	\$975,652	117.24%
Sheriff Fees	\$177,340	\$125,803	70.94%	\$149,461	61.00%
TOTALS	\$12,086,000	\$10,020,089	82.91%	\$8,854,745	76.35%
Public Safety Sales Tax	\$5,220,000	\$3,978,427	76.22%	\$3,904,157	77.04%
Transportation Sales Tax	\$5,000,000	\$3,978,427	79.57%	\$3,904,157	82.19%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 9 months the revenue and expense should at 75.00%

EXPENDITURES

All General Fund Offices/Categories	\$28,587,023	\$19,819,504	69.33%	\$20,333,420	71.26%
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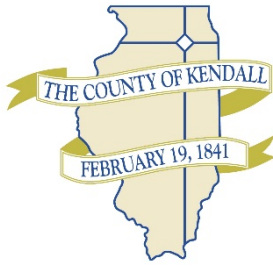


KENDALL COUNTY CORONER
 ——— JACQUIE PURCELL ———

Description	**	Month: August (FY 2019)	Fiscal Year-to- Date	August 2018
Total Deaths		22	215	24/230
Natural Deaths		19	200	23/212
Accidental Deaths		2	5	0/11
Pending		0	0	0
Suicidal Deaths		1	10	0/4
Homicidal Deaths		0	0	0/1
Undetermined		0	1	0/1
Toxicology		3	19	1/26
Autopsies		1	13	1/24
Cremation Authorizations		14	130	15/141
Scenes Responded to:		Transported by Coroner's Office:		External Examinations:
5		4		5
Accident – August 3, 2019, 54-year-old, White, Male, Bristol Twp, Blunt Force Injuries Consistent w/Auto vs. Pedestrian				
Suicide - August 10, 2019, 45-year-old, White, Female, Plano, Gunshot Wound to the Head				
Accident – August 30, 2019, 47-year-old, Hispanic, Male, Oswego Twp, Blunt Force Injuries due to Auto vs. Auto Mishap				

PERSONNEL/OFFICE ACTIVITY:

1. On August 1-2, Chief Deputy Gotte attended a NEMRT Training on Evidence Processing at the Westmont Police Department.
2. On August 6-8, Coroner Purcell attended annual training presented by the IL Coroners and Medical Examiner's Association.
3. On August 20, Coroner Purcell attended the Illinois, Indiana, Minnesota, and Wisconsin White House Regional Conference /State Officials Day in Washington DC
4. On August 19-22, Coroner's Assistant Dave Jordan attended the Medicolegal Death Investigation Basic Course in St. Louis, MO.
5. On August 30, after completing training, Dave Jordan was sworn in as a Deputy Coroner.
6. A total of 25.75 hours of community service were completed at the coroner's office during the month of August.



Kendall County Agenda Briefing

Committee: Admin HR Committee

Meeting Date: August 21, 2019

Amount: \$10,600 (Annual)

Budget: Utility

Issue: Second Internet Connection

Background and Discussion:

Currently the County Internet traffic exists on one fiber internet line from AT&T. The residual backup to this line is a coaxial line from Comcast that can't support the traffic allotted and also provides public internet access. The recommendation from Technology Services to the HR Admin committee was to perform an RFB for an additional fiber connection. The bid results yielded a bid from Metronet with a speed of (300 Mbps) and lower cost than our current provider on a 48 month contract. This service will not affect the current fiscal year and will not go live until December 2019.

Committee Action:

Send to next County Board meeting - September 17th 2019

Staff Recommendation:

Recommend approving the 2nd Internet Connection to support future projects of the County.

Prepared by: Matthew Kinsey

Department: Technology

Date: 9/10/2019

Customer	Kendall County, IL			Date	9/10/2019	
Sub I.D.				Sales Rep	Steve Jones	
Physical Address <small>Include City, ST, ZIP</small>	1102 Cornell Lane, Yorkville, IL 60560			Referred by:		
Billing Address	1102 Cornell Lane, Yorkville, IL 60560			Requested due:		
Primary Contact	Matthew Kinsey, Director of Technology	Phone:	630-553-8881	Email:	mkinsey@co.kendall.il.us	
Onsite Contact	Matthew Kinsey	Phone:	630-553-8881	Email:	mkinsey@co.kendall.il.us	
Contact to Receive MetroNet Text Alerts		Phone:		Email:		
Contact(s) with purchase authorization		Phone:		Email:		
		Phone:		Email:		
Phone Vendor		Phone:		Email:		
Network Vendor		Phone:		Email:		
Account Payable		Phone:		Email:		
Current Local Carrier						
Current LD Carrier						
Local Telephone Service				Quantity	Term	Non-Recurring
Business Complete Phone Lines						\$ -
Features						\$ -
Voicemail				Quantity	Term	Non-Recurring
Business Voicemail - per line						\$ -
Business Group Mail Box - per account						\$ -
Directory Listings				Quantity	Term	Non-Recurring
						\$ -
Long Distance				Cost/Minute	Term	Non-Recurring
Long Distance - 5,000 minutes/account (\$0.025 per minute overage)						\$ -
Toll Free				Quantity	Term	Non-Recurring
Toll Free - monthly recurring						\$ -
Toll Free - \$0.05 per minute						\$ -
Fiber Fax				Quantity	Term	Non-Recurring
Fiber Fax Numbers						\$ -
Business Fiber Elite Internet				Speed	Term	Non-Recurring
Bandwidth Speed				300Mb/300Mb	48 months	\$ -
IP Address <input type="checkbox"/> DHCP <input checked="" type="checkbox"/> Static				Quantity: 5 (/29)	48 months	\$ -
SMB Router Limited to one ITP				Quantity:		\$ -
Fiber IPTV Services				Quantity	Term	Non-Recurring
Basic TV (includes 1 set-top box)						\$ -
Standard TV (Non Hospitality) - includes 1 set-top box						\$ -
Preferred TV (Non Hospitality) - includes 1 set-top box						\$ -
Commerical Sports: Standard (Non Hospitality)						\$ -
Commerical Sports: Preferred (Non Hospitality)						\$ -
Commerical Sports: Sports (Non Hospitality)						\$ -
Hospitality/Commercial Standard TV - includes 1 set-top box						\$ -
HospitalityCommercial Preferred TV - includes 1 set-top box						\$ -
Hospitality/Commercial Standard Sports (based on occupancy)						\$ -
Hospitality/Commercial Preferred Sports (based on occupancy)						\$ -
Hospitality/Commercial Sports (based on occupancy)						\$ -
Additional Set Top Boxes						\$ -
DVR						\$ -
Music Service						\$ -
						Total
Monthly Service Costs (plus taxes and fees)						\$870.00
Non-Recurring						\$0.00
Installation Cost						\$0.00
<p>The undersigned party ("Customer") hereby appoints Metro Metro Fibernet, LLC d/b/a MetroNet ("MetroNet") as agent in all matters relating to Customer's long distance and/or local service to the extent those services are selected by Customer as indicated above. Metronet is authorized to contact Customer's local telephone company to activate this service immediately. Customer understands that it may designate only one interLATA long distance carrier per telephone line and one intraLATA long distance carrier per phone line.</p> <p>By signing below, Customer makes the following representations and warranties to MetroNet: (i) the undersigned is authorized to sign this Business Order Form and otherwise bind the Customer; (ii) the undersigned has had an opportunity to read and review the Agreement, as that term is defined in the terms and conditions attached to this Business Order Form, and agrees to abide by all of the terms and conditions contained in the Agreement and those terms that are specific to any service being purchased by Customer as specified in the above Business Order Form;and (iii) if there's a power outage or other service interruption, Customer is aware their phone service, including access to E911, may be unavailable for a period of time. This Business Order Form is hereby incorporated by reference into the Agreement.</p>						
Customer Name (printed):				Signature:		
Title:				Date:		

Business Name:	Kendall County, IL
Physical Address:	1102 Cornell Lane, Yorkville, IL 60560
<p>Explanation of work to be done (NOTE: <i>If you are submitting an order for Symmetrical Internet Circuits, HPBX, WAN, Wi-Fi etc., it's critical to follow the process for Complex Orders and first engage Sales Engineering.</i></p> <p><i>This is a Complex Order</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>If Complex, was Sales Engineering engaged:</i> <input checked="" type="checkbox"/> YES</p>	
<p>Install 300Mb/300Mb Business Fiber Elite Internet. This will be dedicated internet circuit with Service Level Agreement. Please install a Telco Systems 280 (or equivalent) demarcation device with a multi-mode fiber optic handoff.</p>	
Day of Service Installation	
<p>MetroNet will assign an installation date for your Fiber Services. On the Installation Date you will experience service down time due to factors outside of our control. In some cases this may mean you may not have phone or computer service for several hours. Such downtime is unavoidable but, we will use commercially reasonable efforts to minimize the inconvenience you.</p>	
DMARC (ONT)	
<p>When an ONT/fiber drop is installed MetroNet is responsible for service up to the DMARC (ONT). Anything beyond the DMARC is the customer's internal network and the business owner's financial responsibility to contact an IT vendor for support and/or repairs.</p>	
Customer Phone Vendor / Cut Sheet	
<p>Customer designates <u>Not Applicable</u> ("Phone Vendor") to be responsible for maintaining the internal phone systems on behalf of Customer. Phone Vendor will be responsible for locating all lines prior to the Installation Date provided by MetroNet and will be responsible for connecting Customer's internal phone system to MetroNet's demarcation point. Phone Vendor must be present on the Installation Date at the designated time. Customer will be responsible for scheduling the Phone Vendor on the Installation Date and shall pay all expenses associated with the Phone Vendor. MetroNet will provide Customer with a document detailing the lines/circuits to be installed for the benefit of the Phone Vendor ("Cut Sheet").</p>	
Changes	
<p>Customer understands that any changes made to the SOW or Fiber Services, including but not limited to database information, after execution of this SOW may result in the assignment of a new Installation Date by Company at its standard intervals or otherwise delay the provisioning of the Fiber Services to you.</p>	
<p>This SOW is hereby incorporated by reference into the Agreement between Customer and MetroNet, as that term is defined in the terms and conditions to the Business Order Form. Any capitalized terms not defined herein shall have the same meanings as ascribed to them in the Agreement.</p>	
Customer Name (Printed):	Signature:
Title:	Date:

v. 4.2.19

Terms and Conditions

Metro Fibernet, LLC d/b/a "Metronet" (hereafter "Metronet", "we" or "us") and the customer identified on the Business Services Agreement Order Form and/or Advanced Services Agreement (hereafter "Customer", "you" or "your") enter into this agreement whereby we will provide you those services listed on the Business Services Agreement and/or Advanced Services Agreement ("Fiber Services").

1. Agreement. These terms and conditions, together with our tariff, our AUPP, the Business Service Agreement and/or Advanced Services Agreement, our Additional Terms of Service Addendum and, any Statement of Work or Letters of Authorization that are related to the Fiber Services, form the entire agreement between Metronet and Customer regarding the Fiber Services (the "Agreement").

2. Documents Available On Line. These terms and conditions, our Acceptable Use and Privacy Policy ("AUPP"), our tariff, and our Additional Terms of Service Addendum may be found on our website at www.metronetinc.com. These documents may also be obtained through our customer service department. By signing the Business Services Agreement, you acknowledge that you have had an opportunity to read and review, and agree to abide by, all of the terms and conditions of the Agreement including those posted on our website.

3. Term. This Agreement will be binding on Customer upon Customer's execution of the Business Services Agreement and/or Advanced Services Agreement. The initial term of the Agreement will be four (4) years commencing on the date the Fiber Services are first available to Customer (the "Effective Date"). Upon the expiration of the initial term, the Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term.

4. Early Termination. Except for a permitted termination pursuant to Section 10 of these terms and conditions, in the event you terminate this Agreement or any Fiber Service prior to the expiration of the then current term, we reserve the right to charge you, as liquidated damages and not as a penalty, an amount equal to: (i) sixty percent (60%) of the average monthly recurring fees for the terminated Fiber Services, including usage based fees, multiplied by the number of months remaining on the then current term; and (ii) any unpaid non-recurring fees associated with the terminated Fiber Services.

5. Payment & Billing. All non-recurring fees will be due within thirty (30) days of invoice. With the exception of non-recurring fees and usage based charges, you will be billed monthly in advance for the Fiber Services. Tax-like charges and other local, state or federally charged, imposed or authorized fees and surcharges are not built into our rates, and therefore, will be included separately on your monthly bill. You agree to pay all charges stated in your bill including any taxes and surcharges no later than thirty (30) days following the invoice date without offset or demand. If you do not pay your bill in full by the due date, you may incur a late payment fee equal to twenty-five dollars (\$25.00) or the highest late payment fee allowed by law. The unpaid portion of your bill will also incur interest, from the due date until paid, at three percent (3%) per month or the highest rate allowed by law. We may also discontinue some or all of your Fiber Services until payment is received. In the event that we disconnect your Fiber Services for nonpayment, you may be required to pay a reconnection fee. If we incur expenses collecting any past amount due from you, you agree to pay our collection expenses including, but not limited to, court costs, service fees, collection fees, and attorneys fees.

6. Equipment. We may install equipment in and around your place of business. This equipment may include, but is not limited to, a Network Interface Device ("NID"), phones, switches, routers set top boxes and cabling (collectively the "Equipment"). Unless you purchase the Equipment from us, the Equipment is our property. You agree that you will not move any of the Equipment to another location outside your place of business either temporarily or permanently. You are responsible for the care and maintenance of the Equipment located at your place of business. You agree not to modify the Equipment in any way. If any of the Equipment is damaged, modified, lost, destroyed, tampered with, or stolen while in your possession, you will be responsible for the reasonable cost of repair or replacement of the affected Equipment. When you cease being a customer or move from your current location, you are responsible for returning the Equipment to us, with the exclusion of any wiring or equipment located outside your place of business, and obtaining a signed return receipt from us.

7. Installation. You hereby authorize us and/or our contractors to enter your place of business during normal business hours, or by appointment, to install, inspect, maintain, replace, or remove the Equipment. You also grant us the right to enter onto property owned or controlled by you at all reasonable times, even if you are not present, to install, inspect, maintain, replace or remove any of the Equipment located outside your place of business. Unless we are grossly negligent or intentionally harm any persons or property, we will not be responsible or liable for any damages caused by us while performing work on your property or in your place of business. We are not responsible for the operation, maintenance and repair of your television, computer or any other device owned by you to which we establish a connection. You may not install any device or equipment to our inside wiring or Equipment that will impair the integrity of our Equipment or network. You agree that we will have no liability for any damages and expenses you may incur as a result of any appointment regarding present or future work to be performed by us.

Customer Initials _____

Terms and Conditions (*continued*)

8. **Collocation Space.** To the extent that we need space in and around your place of business to provide you Fiber Services, including, but not limited to, any necessary easements, licenses, permits and building entrance rights required to connect our Equipment from the public right of way to your place of business ("Collocation Space"), you agree to provide us such Collocation Space and hereby grant us an irrevocable license to use, occupy and maintain the Collocation Space until the Agreement is terminated. You also agree to provide us with power, not to exceed 30 amps of DC power, for our Equipment. With the exception of any power usage that exceeds 30 amps of DC power a month, you will not charge us for the Collocation Space or the power usage of our Equipment. Additionally, you hereby grant us a license to access the Collocation Space on a 24 hour/7 day per week basis, subject to any reasonable rules and regulations promulgated by you for the use and maintenance of the Collocation Space. We are not responsible for any delays in provisioning the Fiber Services or interruptions to the Fiber Services caused by your inability to secure or maintain the Collocation Space.

9. **Limitation of Liability and Indemnification.** EXCEPT FOR METRONET'S OBLIGATION TO ISSUE SERVICE OUTAGE CREDITS UNDER EXHIBIT A ATTACHED HERETO, CUSTOMER AGREES THAT ALL FIBER SERVICES ARE PROVIDED BY METRONET ON" AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SUCH SERVICES WILL BE ERROR-FREE. METRONET MAKES NO WARRANTY THAT THE FIBER SERVICES WILL BE UNINTERRUPTED, OR WILL SECURE CUSTOMER'S COMPUTER FROM THIRD-PARTY UNAUTHORIZED ACCESS OR MONITORING. CUSTOMER AGREES THAT ALL USE OF THE FIBER SERVICES ARE AT CUSTOMERS SOLE RISK AND CUSTOMER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THE FIBER SERVICES KNOWING THAT SUCH SERVICES ARE SUBJECT TO INTERRUPTION FROM POWER OUTAGES AND EQUIPMENT FAILURES. IN NO EVENT WILL METRONET, ITS AFFILIATES OR PARENT CORPORATION, BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE ON THE PART OF METRONET AND WHETHER OR NOT METRONET HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, REPAIR, REPLACEMENT, OR REMOVAL OF METRONET'S EQUIPMENT, THE USE OR INABILITY TO USE THE FIBER SERVICES, OR THE USE OR INABILITY TO USE ANY THIRD-PARTY SERVICES INCLUDING, BUT NOT LIMITED TO, E911 SERVICE AND SECURITY MONITORING, IN NO EVENT WILL METRONET'S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE FIBER SERVICES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS METRONET, ITS AFFILIATES AND PARENT CORPORATION, FROM AND AGAINST ANY AND ALL CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED IN ANY WAY TO THE USE OF THE FIBER SERVICES BY CUSTOMER OR OTHERWISE ARISING OUT OF CUSTOMER'S BREACH OF ANY MATERIAL TERM OF THIS OF THE AGREEMENT.

10. **Adjustments.** For regulatory reasons or vendor cost increases which adversely affect the cost of providing the Fiber Services, we may increase the rates charged to you, delete or modify the Fiber Services provided hereunder, change the terms of the Agreement or pass through to you all or a portion of any charge or surcharge directly or indirectly related to such regulatory activity or vendor cost increases. We will notify you in advance if we initiate any of the foregoing changes. If the proposed changes considerably increase the price of the Fiber Services or your duties and obligations under the Agreement, you may terminate this Agreement with no further liability by delivering written notice to us no later than thirty (30) day following the date we notify you of the change. Your continued use of the Fiber Services after the expiration of such thirty (30) day period will be deemed consent to any such changes.

11. **End User Authorizations.** To ensure compliance with certain legal and regulatory requirements, if you are purchasing the Fiber Services on a bulk basis for use by your tenants or residents (the "End Users"), we may require you to obtain a "Letter of Authorization" with special terms and conditions ("LOA") from your End Users. The execution of an LOA shall not relieve your duties or obligations under the Agreement or act as a limitation on our rights or remedies under the Agreement. If you fail to obtain an LOA from any End User, you shall indemnify us for any loss, cost or damage we may incur as a result of not having the LOA in place. You agree to promptly forward all LOAs to us throughout the term of this Agreement.

12. **Jurisdiction and Venue.** Jurisdiction and venue for all disputes will be Evansville, Indiana. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the agreement or the Fiber Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Customer Initials _____

13. **General.** This Agreement represents the entire understanding and agreement between Metronet and Customer and supersedes all prior agreements, whether written or oral. No alternations or changes may be made to the Agreement, pricing schedules or any other document regarding any services provided by us except with the written approval of an officer of Metronet. Except for the limitation set forth in Section 12 of these terms and conditions, no failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right of remedy granted hereby or by law. The Agreement, a legally binding contract between Metronet and Customer, binds and insures to the benefits of their respective principals, successors and assigns. The format, words and phrases used in this Agreement will have the meaning generally understood in the Telecommunications Industry. This Agreement will be construed in accordance with its fair meaning and not against the drafting party. The following Sections will survive the expiration or termination of the Agreement: Sections 4, 5, 6, 7, 9, 12 and 13 of these terms and conditions.

Customer Initials _____

EXHIBIT A
SERVICE LEVEL AGREEMENT

1) NETWORK OPERATIONS DEFINITIONS:

- (a) Active-NET Diverse Fiber Service. An Active-Net Diverse Fiber Service is a private, dedicated point to point Fiber Service that is entirely On Net and is provisioned to have no single point of failure, i.e. has physically diverse fiber routes, with dual entrance facilities, and dual optronics/electronics. A Fiber Service will be deemed an “Active-Net Diverse Fiber Service” only if the Agreement specifically provides that the Fiber Service is an “Active-Net Diverse Fiber Service” or a “Service with no single point of failure”.
- (b) Active-NET Fiber Service. An Active-Net Fiber Service is a private, dedicated point to point Fiber Service that is entirely On Net but is not provisioned to have no single point of failure.
- (c) Force Majeure. Force Majeure events are causes beyond MetroNet’s reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; failures, shortages or unavailability or other delay in delivery by a third party supplying services, equipment, fiber, network or access rights to MetroNet; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties.
- (d) Emergency Maintenance or Repair. Emergency Maintenance or Repair is work which, if not accomplished immediately by MetroNet or third party provider, could result in a serious degradation or loss of Fiber Service to the Customer. Emergency Maintenance or Repair includes emergency maintenance or repair of network, equipment and power facilities.
- (e) Excluded Outages. Excluded Outages are outages: (i) arising out of or related to the acts or omissions of Customer or others authorized by Customer; (ii) during any period of Force Majeure; (iii) arising out of or related to a breach by Customer of its obligations under the Agreement or outages during any period of Customer default; (iv) a result of Planned Maintenance or Repair or other scheduled maintenance, alteration or implementation; (v) arising out of or related to Customer’s or third party’s network or equipment failure; (vi) due to failure of power; (vii) during any period in which MetroNet is not given access to the Customer or Customer’s end-user’s premise if necessary to resolve an outage; (viii) when a Fiber Service, in whole or in part, is Off Net to MetroNet; and (ix) with respect to Active-Net Diverse Fiber Service that results from a dual event, i.e. an event on each redundant or diverse portion of the network over which the Fiber Service is delivered.
- (f) Off Net. “Off Net” means a service which is licensed by MetroNet from a third party to provide Fiber Service to a specific Customer or end-user premise or location.
- (g) On Net. “On Net” means a Fiber Service provisioned entirely on MetroNet’s network. Notwithstanding any other provision of this Agreement, no Fiber Service shall be considered “On Net” if a circuit associated with the Fiber Service is licensed from a third party to serve a specific Customer or end user premises or location.

- (h) **Outage.** “Outage” shall be defined as a measure of the time that there is (i) a total loss or interruption of transmission or signal (an “Availability Outage”), or (ii) the Service Elements of a Fiber Service do not perform equal to or better than the Performance Objectives stated below (a “Performance Outage”).
- (i) **Planned Maintenance or Repair.** Planned Maintenance or Repair includes network upgrades and repairs, equipment upgrades and repairs, power upgrades and repairs.
- (j) **PON-NET Fiber Service.** PON-NET Fiber Service is a Fiber Service entirely On Net and delivered utilizing a Passive Optical Network.

2) **SERVICE OUTAGE CREDITS:**

- (a) **Availability Outage Credits.** Customer shall be eligible to receive the following credits when there is an Availability Outage:

Table 1: Outage Credits for Fiber Services provided on Active-NET Diverse Fiber (99.999% Availability)	
Cumulative Outage (in hrs:mins:secs)	Outage Credit (% of MRC)
0:00:04 - 4:00:00	10%
4:00:01 - 8:00:00	15%
8:00:01 - 12:00:00	20%
12:00:01 - 16:00:00	25%
16:00:01 - 20:00:00	30%
20:00:01 - 24:00:00	35%
24:00:01 or greater	50%

Table 2: Availability SLA for Fiber Services provided on Active-NET Fiber (99.995% Availability)	
Cumulative Outage (in hrs:mins:secs)	Outage Credit (% of MRC)
0:00:00 – 0:02:00	None
0:02:01 - 4:00:00	5%
4:00:01 - 8:00:00	8%
8:00:01 – 12:00:00	10%
12:00:01 - 16:00:00	15%
16:00:01 - 20:00:00	20%
20:00:01 - 24:00:00	30%
24:00:01 or greater	50%

Table 3: Availability SLA for Fiber Services provided on PON-NET Fiber (99.99% Availability)	
Cumulative Outage (in hrs:mins:secs)	Outage Credit (% of MRC)
0:00:00 – 0:04:00	None

CUSTOMER INITIALS _____

0:04:01 - 8:00:00	5%
8:00:01 - 12:00:00	8%
12:00:01 - 16:00:00	10%
16:00:01 - 20:00:00	15%
20:00:01 - 24:00:00	20%
24:00:01 or greater	30%

- (b) Performance Outage Credits. Customer shall be eligible to receive the following credits when there is a Performance Outage:

Service Element	Performance Standard
Latency (ms) (one way)	< 10ms POP to POP
Jitter (ms)	< 2ms POP to POP
RTD (ms)	< 20 ms POP to POP
Packet / Frame Loss (%)	< 1% POP to POP

Packet Loss/Latency Service Outage Credits			
	Service Outage Credit - % of MRC for Affected Service(s)		
Cumulative Duration of Service Level Failure(s)	PON - Net	Active - Net	Active Diverse - Net
>2 hrs to 4 hrs.	None	5%	10%
>4 hrs. to 8 hrs.	5%	8%	15%
>8 hrs. to 12 hrs.	8%	10%	20%
>12 hrs. to 16 hrs.	10%	15%	25%
>16 hrs. to 20 hrs.	15%	20%	30%
>20 hrs. to 24 hrs.	20%	30%	35%
>24 hrs.	30%	50%	50%

A Service Outage shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced) and shall be deemed to terminate upon restoration of the affected Fiber Service as evidenced by appropriate network test by MetroNet. In addition, Performance Outages shall be measured from POP to POP (i.e. a MetroNet point of presence where MetroNet has active network equipment).

- (c) Customer shall, within thirty (30) days of such Outage, provide MetroNet with a written demand for the credit set forth in this Section. If Customer fails to provide such notice, the credit shall be deemed waived. An Outage will not be deemed to have occurred in the event that it arises from or relates to an Excluded Outage. The maximum credit that may be earned for a particular Fiber Service in a calendar month shall not exceed one hundred percent (100%) of the monthly rate charged by MetroNet for that particular Fiber Service in that month irrespective of the number or length of periods of Outage of that Fiber Service in that month. Service Outage Credits shall be

CUSTOMER INITIALS _____

Customer's sole and exclusive remedy with respect to Fiber Service outages, interruptions, delays, failures, or other defects in Fiber Service. A Service Outage shall not be deemed a default by MetroNet. Under no circumstance shall Customer be entitled to an Availability Service Outage Credit and a Performance Outage Credit for the same Outage or during the same Outage period.

- (d) Notwithstanding any other provision of the Agreement, this Service Level Agreement shall not apply to asymmetrical Fiber Services, which are offered on a best efforts basis.

3) **RESPONSE AND RESTORATION OBJECTIVES:**

- (a) Objective measured as an average over one (1) month.

Category	Objective
Mean Time to Respond (verbal response)	30 Minutes
Mean Time to Respond On Site (if needed)	2 Hours
Mean Time to Restore Active-Net MetroNet Equipment	4 Hours
Mean Time to Restore Active-Net Services	6 Hours
Mean Time to Restore PON-Net MetroNet Equipment	6 Hours
Mean Time to Restore PON-Net Services	8 Hours

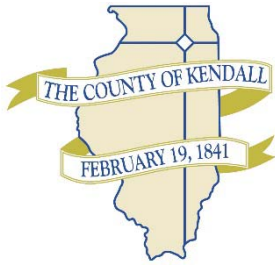
MetroNet will use commercially reasonable efforts to respond and restore Fiber Service in accordance with the above objectives, subject to events of Force Majeure. Failure to meet any such objective will not result in eligibility for a Service Outage Credit. In the event MetroNet fails to meet any such objective, Customer should contact the next tier on MetroNet's Escalation List. Objectives shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced).

4) **CUSTOMER REPAIR ESCALATION LIST:**

If you experience a network outage or service interruption at any time please call the MetroNet at 833.393.6857. The following is MetroNet's escalation list:

Escalation Tier	Contact Name	Title	Office Phone #	Mobile #	Email
1st	Repair NOC	Network Operations Center	833.393.6857		mfn-noc@metronetinc.com
2nd	Sean Melvin	Repair Supervisor	812.213.1385	812-431-3075	Sean.Melvin@metronetinc.com
3rd	Sean Higgins	Director	812.213.1189	270-305-2215	Sean.Higgins@metronetinc.com
4th	Kelvin Fee	VP Engineering/ Operations	779.252.1220	630.301.8735	Kelvin.Fee@metronetinc.com

CUSTOMER INITIALS _____



Kendall County Agenda Briefing

Committee: Admin HR

Meeting Date: September 5, 2019

Amount: Not to exceed \$30,000

Budget: 510-2-000-6928 - GIS Fund - Mapping Rectification - \$15,000>FY19; \$15,000>FY20

Issue: Approval of Parcel Fabric Data Model Contract

Background and Discussion:

The Parcel Fabric Data Model is a modernized cadastral model that will drastically increase employee efficiencies, improve data quality, and provide a better product for both internal and external use.

An Invitation to Bid was sent out 08.22.19 and closed on 09.03.19 with two responses. Both companies come highly recommended and met the requirements. Panda Consulting exceeded expectations on delivery and pricing.

Line Item -6928 - Mapping Rectification was not budgeted for FY19. However, with the recommended payment split, FY19 is expected to be under budget by \$24,200.

Related Documents:

- Bid Comparison Sheet
- Panda Consulting Bid Response
- FY 2019 Budget Estimate
- Signed Agreement

Committee Action:

Motion by Member Vickers, second by Member Prochaska to forward the Approval of the Parcel Fabric Data Model Contract with Panda Consulting in the amount of \$30,000 to the Board. \$15,000 in FY19 and \$15,000 in FY20.

Roll Call Vote: Flowers: Aye, Gengler: Aye, Gilmour: Aye, Prochaska: Aye, Vickers: Aye

Staff Recommendation:

Staff recommends that Panda Consulting is selected and total payment is split between FY19 and FY20.

Prepared by: Meagan Briganti

Department: GIS

Date: September 10, 2019

Panda Consulting

Your Partners in GIS

Response to Invitation to Bid FOR Kendall County, Illinois

Submitted:

August 31, 2019

Provided by:

Frank J. Conkling

Owner, Panda Consulting

April 24, 2017

Kendall County GIS Department
Attention: GIS Coordinator
111 W Fox St, Rm 308
Yorkville, Illinois 60560

Meagan:

Panda Consulting (Panda) is pleased to submit our response to the Kendall County, Illinois Invitation to Bid to migrate its existing data to the ESRI ArcGIS Parcel Editing Solution (the Parcel Fabric). We have reviewed and understand the specifications and believe we have assembled a highly qualified team to satisfy your needs. Panda Consulting has a proven track record of successful Parcel Fabric migration projects, a thorough understanding of the Client's requirements and objectives, and the ability to implement extensive quality control processes that will improve the quality of the Client's cadastral datasets, including the positional accuracy.

We believe assembling this combination of mapping and GIS expertise brings together the most accurate and most conscientious mapping team available today. Panda Consulting's intimate knowledge of parcel mapping needs; an extensive background in working through problems associated with remapping projects and the extensive knowledge of leading-edge software and techniques will provide the Client with a parcel

mapping system that provides the best short term and long-term value.

Sincerely,

A handwritten signature in black ink, appearing to read 'F. Conkling', with a stylized flourish at the end.

Frank J. Conkling
Owner, Panda Consulting

Table of Contents

PROJECT TEAM AND POINTS OF CONTACT5

SIMILAR PROJECT EXAMPLES8

GENERAL PROJECT SCHEDULE 14

DETAILED PROJECT PHASING AND COSTS 17

OUTLINE OF TRAINING SCHEDULE 20

MIGRATION OF THE CLIENT GIS DATA TO THE PARCEL FABRIC AND LGIM 27

TRAINING FOR PARCEL CREATING, EDITING AND PUBLISHING 31

ON-GOING SUPPORT..... 33

FUTURE PROOFING THE PROJECT..... 33

SUMMARY 34

Project Team and Points of Contact

Panda Consulting, (Panda), is a Geographic Information System (GIS) professional services firm licensed to provide Surveying and Mapping services in the State of Florida (LB 7734) and is pleased to provide the following information regarding the proposal. For over 21 years, Panda has been an ESRI Business Partner and brings decades of experience in providing the highest quality data conversion, design and mapping.

Panda's combination of mapping and GIS expertise brings together the most accurate and conscientious mapping team available today. Panda's knowledge of property appraisal and mapping needs; Panda's deep and intimate knowledge and extensive background in working through problems associated with migration projects and the extensive knowledge of leading-edge software and techniques will provide the Client with a solution that provides both the best short term and long-term value. This project will also allow the Client to quickly move forward with the latest technology to make its mappers more efficient while increasing the functionality of the GIS and simplifying administration through the use of geodatabases.

Frank Conkling - Panda's owner and the Project Point of Contact, Frank Conkling, will be providing review, direct

oversight and verification over all mapping procedures to ensure all mapping is performed to the highest standards. Frank has been involved in GIS since he obtained his Surveying License in 1985; has taught Surveying and Mapping at the local college, a Past President of the Florida Association of the Cadastral Mappers and is currently appointed to the Florida Board of Professional Surveyors and Mappers (Florida's regulatory board that sets rules for surveying and protecting the General Public against rogue surveyors.) Frank has provided dozens of workshops and presentations dealing directly with the ESRI ArcGIS Parcel Editing Solution (the Parcel Fabric) throughout the US. He and all of Panda Consulting's staff will ensure all processes performed during this project are the best practices and the most efficient available.

Brian Kelly - Brian D. Kelly is a Senior Project Manager at Panda Consulting and has a MS in Geography from Florida Atlantic University in Florida. During his time at Panda Consulting, Brian has worked on several important Land Records projects. Brian has served as project manager on several projects and is a subject matter expert in developing, implementing, populating and maintaining databases modeling ownership interests in real estate.

Prior to joining Panda Consulting in 2002, Brian worked with the Florida Atlantic University Center for Geo Information Science

as a GIS Coordinator and Adjunct Instructor. During his tenure at the center, Brian managed all research projects, grants, websites and supervision of graduate students and staff personnel.

Since working at Panda Consulting, Brian has served as project manager on a diverse list of projects including the conversion, georeferencing and data extraction of 16,000 engineering/utility drawings, the compilation and mapping of a 150,000 parcel digital cadastre for the Citrus Information Cooperative, a consortium of the Citrus County Property Appraiser and several municipalities in Citrus County, Florida and most major Parcel Fabric Migration Projects undertaken by Panda Consulting since 2011.

Brian is fully involved in all Parcel Fabric migration projects performed by Panda Consulting and an expert in the issues associated with preparing data and ensuring it meets all requirements for inclusion in the Parcel Fabric.

In October of 2007 Brian received his GISP designation by the GIS Certification Institute (GISCI). A GISP is a certified geographic information systems (GIS) Professional who has met the minimum standards for ethical conduct and professional practice as established by the GIS Certification Institute (GISCI). The GISCI certification program is a professional recognition

program for GIS professionals who have at least 48 months of professional experience.

Panda Consulting Information - Panda is located at 10238 Hunt Club Lane, Palm Beach Gardens, Florida and is solely owned by Frank J. Conkling and his wife, Sue R. Conkling. Its telephone number is (561) 691-3277, and its website is www.pandaconsulting.com.

Panda was created in 1998 by Frank Conkling to provide its clients with new, creative and cost-effective ways to manage their parcel and land records through GIS technology. Panda is an ESRI Business Partner, won the 2000 New Business Partner of the Year award and is a recognized leader in the Parcel Mapping field.

Similar Project Examples

Panda has been involved in the migration / conversion of dozens of organizations across the United States into the Parcel Fabric including: Buffalo County (WI), Sioux Falls (SD), Calhoun County (FL), Franklin County (FL), Wood County (WI), Eau Claire County (WI), Palm Beach County (FL), Martin County (FL), Indian River County (FL), Putnam County (FL), Waukesha County (WI), Polk County (FL), Pinellas County (FL). In total, these counties comprise over 1,500,000 +/- (1.5 million) parcels of land. In each of these projects, the individual County received

a complete parcel database migration designed for their use and ready to be maintained by their staff as parcels were delivered. With each County project, Panda has evaluated and refined its data collection, migration and delivery procedures with its current system resulting in an efficient mapping process reflecting those years of refinement and customization. The following projects reflect some of Panda's experience in Parcel Mapping.

Project: Martin County, FL. Parcel Migration Project
Client: Martin County Property Appraiser
Contact: Pam Hardy
Address: 1111 SE Federal Highway, Suite 330
Stuart, Florida 34994
e-mail: Pam.Hardy@pa.martin.fl.us
Phone: 772-288-5616
Extent: 110,000 parcels +/-

Seeking a better way to maintain its tax parcels, Martin County contracted with Panda Consulting to provide complete consulting, conversion, training and support services for a project to embrace the ESRI ArcGIS Parcel Editing Solution. After reviewing the options with County staff and discussing their structure, Panda converted a pilot area to the Parcel Editing Solution and performed some initial training for their staff, receiving comments back on what was working and what was not. Using this feedback, Panda converted the entire county

during a six-week period. Subsequent to the conversion, Panda provided several training and support sessions to ensure the County staff are able to efficiently manage their maintenance and publication procedures.

Project: IRC Parcel Fabric Migration Project
Client: Indian River County Property Appraiser
Contact: Robert Garst
Address: 1800 27th Street,
Vero Beach, FL 32960
e-mail: rgarst@ircpa.org
Phone: (772) 226-1501
Extent: 80,000 parcels +/-

Panda Consulting was contracted by Indian River County, Florida Property Appraiser's Office (approximately 80,000 tax parcels, including stacked condominium parcels) to provide Parcel Fabric consulting, conversion, training and support services. Not having Lot polygons originally, the County wanted Panda to construct an initial Lot polygon feature class and migrate it into the Parcel Fabric for their staff to begin mapping Lots. The project was completed in 2 months and on-site training was provided immediately to allow the cadastralists to utilize the more efficient tools. As with all Panda Consulting projects, ongoing support meetings were provided to ensure complete success with the transition.

Kendall County Invitation to Bid

Project: Buffalo County Parcel Migration Project
Client: Buffalo County Property Assessor
Contact: Jason Poser
Address: P.O. Box 28
Alma, WI 54610-0028
Phone: (608) 685-6285
Extent: 20,000 parcels +/-

Nature of Work: Having struggled for years using a CAD - based parcel mapping solution and having insufficient training for its mappers, Buffalo County approached Panda Consulting about reviewing and attempting to convert their existing data into the ESRI ArcGIS for Parcel Editing Solution. Panda reviewed the data and found multiple areas in which the data could not / should not be converted into the new structure. After discussions with the Client, Panda agreed to rebuild the existing mapping, including PLSS Townships, Sections, Quarter Sections, Subdivisions, Lots and Tax Parcels and train the mappers on using the new structure and workflows. Using some recently provided metrics, the Client is now mapping their parcels three (3) times faster than they were before while using a more comprehensive data structure and with greater accuracy.

Project: Wood County Parcel Migration Project
Client: Wood County Property Assessor
Contact: Justin Conner
Address: 400 Market Street
Wisconsin Rapids, WI 54495

Phone: (715) 741-1314
Extent: 47,000 parcels +/-

Nature of Work: Wood County was seeking a consultant to convert its 47,000 parcels into the ESRI ArcGIS Parcel Editing Solution (the Parcel Fabric). While most of the project was fairly straightforward, the County decided to integrate the City of Marshfield data into the singular Parcel Fabric. The City data appeared to historically be processed by a CAD program that caused the individual curves to be non-conforming with the traditional methods for “densifying” curves and special efforts were required to ensure the data was correctly migrated into the Parcel Fabric with minimal residual problems.

Project: Waukesha County Parcel Migration Project
Client: Waukesha County
Contact: Kim Meinert
Address: 515 W. Moreland Blvd - Room AC 170
Waukesha, WI 53188
Phone: (262) 548-7816
Extent: 143,000 parcels +/-

Nature of Work: Waukesha County was seeking a consultant to convert its 143,000 parcels into the ESRI ArcGIS Parcel Editing Solution (the Parcel Fabric). During the project, the County decided to integrate the data from its various cities into the singular Parcel Fabric. The issues encountered during this project included edge matching issues, various levels of quality

for the data being converted and developing a process by which multiple municipalities can maintain data and contribute back to a centralized system.

Project: Franklin County Parcel Mapping Project
Client: Franklin County Property Appraiser
Contact: Joseph Ferrell
Address: 33 Market Street, Suite 101
Apalachicola, FL 32320
Phone: (850) 653-9236
Extent: 20,000 parcels +/-

Nature of Work: After having several other vendors attempt, and fail, at the mapping of this rural county in Florida's Panhandle, Franklin County contacted Panda, who reviewed the previous work effort and identified issues with that previous mapping. Panda proposed a complete remapping project using both proven mapping practices based on surveying principles and the latest GIS technology and mapped all 20,000 parcels within the County. Unique issues to this project included the disarray of its tax roll, subdivision indexes and organization of record information. Panda organized the data by converting the tax roll into a web-enabled data that was used for project management, serving as a guide to which parcels were mapped and which parcels had issues associated with them. In addition, Panda established a complete subdivision indexing and created a web-enabled subdivision index usable by the Client, even after

the project completion. Finally, Panda, in addition to delivering the standard ESRI Geodatabase with topology, also delivered at no extra cost to the Client all parcel information in the Parcel Fabric, the latest, and most efficient data structure for editing and maintaining the parcels in ArcGIS. the Client is still utilizing the Parcel fabric as its editing structure.

General Project Schedule

This project shall be completed within five (5) weeks of Notice to Proceed with a series of interim deliverables.

Once Panda receives the final data to be converted, we shall immediately begin an intensive data audit to ensure all issues are identified and proposed resolutions are developed. This audit shall also include the existing data that has been created in the Parcel Fabric, including the 51,000 +/- tax parcels and 53,000 +/- ownership parcels. Upon completion of the data audit, Panda shall provide to the County a document listing the identified issues and our proposed resolution, both for the migration of data and for correcting the data already created in the Parcel Fabric. Upon receipt of the document, Panda shall schedule a meeting with the County to review the document and ensure the County agrees with the resolution. The data audit shall include suggestions on how to ensure the migrated data is contiguous with the existing Parcel Fabric; the process by which Panda shall

correct all geometry of the existing Parcel polygons to eliminate the “densified curves”; the manner in which Panda shall eliminate any “sliver” polygons from the Parcel polygons prior to further processing; the manner in which Panda shall handle overlapping Parcel polygons; the process by which Panda shall create the road polygons. In addition, Panda shall provide recommendations, if any, related to modifications to the standard LGIM Parcel Fabric structure and discuss methods for extending the standard LGIM Parcel Fabric structure, or modifications to the map document used for editing the data. At the same meeting, Panda shall discuss any issues identified in the provided Parcel Fabric and discuss how to resolve these issues to ensure all data is correct for the project.

At the conclusion of that meeting, Panda shall commence processing the Parcel polygon data to resolve the identified issues with the initial data and proceed to migration of the data into the Parcel Fabric data structure until completion. At completion of the migration of the Parcel polygon data, Panda shall perform multiple Quality Control procedures to ensure all data was correctly migrated, including:

- ☐ Verifying that all parcels were migrated by comparing the total parcel count.
- ☐ Verifying the migration resulted in a valid polygon shape containing an area greater than 0.

- ☐ Verifying that all parcels are correctly attributed, including polygon type attribution, including plan attribute, if applicable.
- ☐ Verifying that all parcels mathematically close within acceptable limits ($\pm 0.1'$).
- ☐ Verifying that all parcels required no rotation or scaling by observing the values in the scale and rotation attribute fields.

At the conclusion of Panda's Quality Control process, the Client shall be provided with a file geodatabase containing the initial deliverable. Upon receipt of the initial deliverable, the Client shall undertake its review and provide Panda with a list of any issues that have identified and wish to have resolved. Upon receipt of the list of issues, Panda shall correct the data and return the Final migrated Parcel Fabric to the Client as the deliverable for Phase 2.

Upon receipt and acceptance of the Final Migrated Parcel Fabric and if applicable (the ITB did not discuss whether the Client uses an Enterprise geodatabase or file geodatabase), Panda shall schedule a meeting with the Client to review the procedures to load the data into their Enterprise Geodatabase, including required storage parameters in the Parcel Editing feature dataset, setting up versioning and SDE optimization procedures.

Once the Final migrated Parcel Fabric is loaded into the Enterprise Geodatabase, training and support services shall be scheduled and commence.

Detailed Project Phasing and Costs

The migration process consists of multiple phases and we shall provide a budgeting cost for each.

Project Strategic Planning - during this phase, Panda will more extensively review the provided data and develop a plan on how each feature class will fit into the Parcel Fabric and LGIM data model. The LGIM will be modified to include all feature classes. In addition, Panda shall review the attribution of the existing feature classes with the Client and ensure that all attribute fields in the existing data shall be appended to the LGIM to ensure that all attributes are maintained and provide for future publication. In addition, Panda shall discuss with the Client how it wishes to maintain its dimensions and annotation. **Cost - \$2,000**

Road Polygons – Road polygons were provided as part of the initial data review and Panda shall use this data for the migration. In order to provide the most efficient maintenance of the data once in the Parcel Fabric, Panda shall split the road polygons into sufficiently compact configurations for migration to, and maintenance in, the Parcel Fabric. These polygons shall be

attributed as polygon Type 6 and coded as Public Road Right of Way. No further attribution shall be created. **Cost - \$3,000**

Geometric Corrections - During this phase, Panda shall take all feature classes and identify and correct all geometry issues that are currently existing on the data. These issues include overlapping polygons of the same polygon type (Panda shall identify those overlaps that are intended and those that are mapping errors), densified curves, excessive vertices and vertical alignment. Panda uses an advanced technique developed internally to perform these geometric corrections that ensures all stacked polygons are maintained and that all feature classes are modified as a whole, ensuring consistency between feature classes. **Cost - \$10,000**

If the Client desires, Panda shall take a small portion of the data and provide a Pilot area to prototype the implementation, provide a chance for the Client to give feedback on the design and use for initial Parcel Fabric training. **Cost - \$2,000**

Migration to the Parcel Fabric / LGIM - During this phase, Panda shall use custom models to migrate the data into the agreed upon LGIM data model. Upon completion of the migration, Panda shall run quality control procedures to ensure all polygons successfully migrated with no errors. Panda shall then deliver a

final Parcel Fabric with complete descriptive statistics on the final Parcel Fabric. **Cost - \$6,000**

Implementation into the Enterprise - During this phase, Panda shall advise and assist the City of the efficient loading and setup of the Parcel Fabric in a multi-user environment, including a set of procedures for loading, installing and configuring the final Parcel Fabric for efficient versioning. Included in the phase, Panda shall provide an SDE Optimization model for maintaining the efficiency of the Parcel Fabric once in full production model and a prototype model for publication (Extract, Transform and Load) so that the Client can continue using its existing publication procedures. **Cost - \$2,000**

Parcel Fabric Training - Panda shall provide 24 (twenty-four) hours of online training services spread over several of days customized for the Client. This training shall use the Client data and mapping backlog to ensure that the Client staff is successful during the transition into the Parcel Fabric. These training sessions will be recording and delivered to the Client for future reference and review by the Client. **Cost - \$5,000**

On-Site Training (Optional) – If desired by the Client, Panda shall provide the training on site instead of on-line for an additional \$5,000. This additional cost will cover the cost of travel, housing and other expenses incurred during the on-

site training. Since this addition cost is optional, this additional \$5,000 is not included in the overall project cost included below.

On-Going Support - In order to ensure complete success during this transition, Panda shall provide an additional 10 hours of online and on-demand support services to assist the Client with any questions or issues that may occur. **Cost - \$2,000**

Total cost for the project with on-line training- \$32,000

Total cost including the optional on-site training - \$37,000

The entire project may take five (5) weeks total from notice to proceed to deliver of the final Parcel Fabric. Since there is no definitive time for the training and support services, these services will occur after the delivery and the timing is completely dependent on the Client's schedule. Considering the size of the Client's data and the Client's schedule, Panda can migrate the data in two distinct phases. This also shall be discussed during the strategic planning phase.

Outline of Training Schedule

Panda shall provide detailed Training and Support services to ensure the Client fully understands the inner workings of the Parcel Fabric and has a thorough understanding of the tools

available with this solution. The following is an outline of the 24-hour agenda used for the on-line training.

Training Outline:

- ☐ Parcel Fabric Fundamentals
 - ☐ Exploring the ArcGIS Parcel Editing Solution
 - ☐ The Parcel Fabric Data Structure
 - ☐ Spatial Relationships / Topology
 - ☐ The Parcel Fabric and Polygons
 - ☐ Parcel Fabric Feature Class Relationships
 - ☐ Feature Aggregation Concepts
 - ☐ How the Parcel Fabric stores Locations
 - ☐ The Parcel Fabric Data Model
 - ☐ Plans
 - ☐ Parcels
 - ☐ Important Parcel (Polygon) Attributes
 - ☐ The Name Field
 - ☐ Lines
 - ☐ Corner Points
 - ☐ Control Points
 - ☐ The Adjustment Table
 - ☐ The Jobs Table
 - ☐ Joining Parcels
 - ☐ The Local Government Information Model
 - ☐ Setting up a Map Document for the Parcel Fabric
 - ☐ Extending the Standard LGIM Table of Contents
 - ☐ Different Parcel Types
 - ☐ Identifying Features
 - ☐ Labeling Dimension Attributes
 - ☐ Labeling Bearings
 - ☐ Hiding Labels

- ☐ Parcel History
- ☐ Parcel Fabric and Topology
- ☐ Editing Fundamentals
 - ☐ The Parcel Editor Toolbar
 - ☐ The Parcel Fabric Editing Environment
 - ☐ Parcel Fabric Options
 - ☐ Merge Connected Lines at Points during Build Option
 - ☐ Building in Place versus Building in Space
 - ☐ The Parcel Explorer (Unjoined Parcels)
 - ☐ The Plan Directory
 - ☐ The <map> Plan
 - ☐ Plan Record Formats
 - ☐ Finding and Selecting Plan Parcels
- ☐ Joins
 - ☐ Rejoins
 - ☐ Line Points
 - ☐ Joining to Curves
- ☐ The Parcel Details Window
 - ☐ The Construction Tool
 - ☐ Planarize Lines
 - ☐ Line Strings
 - ☐ Segmented Lines
 - ☐ Intersections
 - ☐ Breaklines
 - ☐ Parallel Offset
 - ☐ Planarize Lines
 - ☐ Keep and Join
 - ☐ Creating Joins
 - ☐ Manually Joining the Parcel
 - ☐ Creating Joins by Dragging a Box
 - ☐ Using the Trace Join Tool
 - ☐ Auto-Join

- ☐ Selecting a join
- ☐ Deleting a Join
- ☐ Residual Information
- ☐ Joining to a Curve
- ☐ Build the Parcel
 - ☐ Build and Mark Historic
 - ☐ Build and Keep Current
- ☐ Line Categories
 - ☐ Standard Boundary Lines
 - ☐ Dependent Lines
 - ☐ Connection Lines
 - ☐ Road Frontage
 - ☐ Origin Connection Lines
 - ☐ Part Connection Lines
- ☐ The Construction Grid (Parcel Traverse)
 - ☐ Inputting Data into the Construction Grid
 - ☐ Direction Shortcuts
 - ☐ Inputting Curves
 - ☐ Parts of a Curve
- ☐ Using Traverse Files
 - ☐ Cadastral XML
- ☐ Accuracy Settings
- ☐ ESRI Automated Parcel Workflows
 - ☐ Setting Workflow Options
 - ☐ Merge Parcels (Combines)
 - ☐ Parcel Split using Metes and Bounds
 - ☐ Parcel Splits using Construct from Parent
 - ☐ Break lines
 - ☐ Parallel Offset
 - ☐ New Subdivision
 - ☐ Building a Subdivision from COGO
 - ☐ New Subdivision from CAD

- ☐ Copying CAD Lines to Create a New Subdivision
- ☐ Building the Subdivision Polygon
- ☐ Splitting the Subdivision into Lots and Roads
- ☐ Creating Tax Parcel from Lots
- ☐ Boundary Line Adjustments
 - ☐ Advanced Methods for Construct from Parent
 - ☐ Unbuildable Lines (Advanced)
- ☐ Basic Parcel Fabric Editing Tools
 - ☐ New Parcel Tool
 - ☐ New Construction Tool
 - ☐ Starting a New Construction
 - ☐ Differences between Tools available in New Parcel and New Construction
 - ☐ Clipping Overlapping Parcels
 - ☐ Using Parcel Remainder
 - ☐ Construct from Parent versus Parcel Remainder
 - ☐ Annotate Parcel Courses
 - ☐ Parcel Namer Tool
- ☐ Non-ESRI Workflows
 - ☐ Consolidations / Combines / Merges
 - ☐ Splitting a Parcel using Metes and Bounds
 - ☐ New Parcel
 - ☐ Parcel Remainder
 - ☐ Splitting a "Portion Of" a Parcel
 - ☐ Construct from Parent
 - ☐ Inputting Subdivisions from COGO
 - ☐ Creating Subdivision Polygons
 - ☐ Creating Lots
 - ☐ Creating Tax Parcels

- ☐ Creating Easements
- ☐ Parcel Division
 - ☐ Split into Equal Widths
 - ☐ Split by Proportional Area
 - ☐ Splits into Equal Areas
- ☐ Multipart parcels
 - ☐ Merging to Create Multipart Parcels
 - ☐ Explode to Split Multipart Parcels
 - ☐ The Problems with Multipart Parcels
- ☐ Creating Easements
 - ☐ Using Construct from Parent and Parallel Offset for Easements
 - ☐ Using Dependent Lines for Strip Easements
- ☐ Advanced Topics
 - ☐ Correcting issues with your Imported Parcel Data
 - ☐ Fixing Topology Issues
 - ☐ Correcting Parcel Geometry
 - ☐ Filling in Gaps between Parcels
 - ☐ Correcting Overlaps
 - ☐ Updating Parcel Corner Locations
 - ☐ Using the Transform Parcels Tool
 - ☐ Creating Overlapping Condos / Townhouses
 - ☐ Duplicate Tool
 - ☐ Construct from Parent
 - ☐ Control Points
 - ☐ Creating New Control Points
 - ☐ Modifying Existing Control Points
 - ☐ Maintaining Links for Control Points
 - ☐ Feature Adjustments - Associated Layers in the Parcel Fabric
 - ☐ Setting up an Associated Layer (related layer)
 - ☐ Applying Adjustments to Associated Layers

- ☐ Edit Environment Settings
 - ☐ Point Management
 - ☐ Full Cartographic Points
 - ☐ Limited Cartographic Points
- ☐ Cartographic Point Management (Extended Parcel Fabric Properties Add-in)
 - ☐ Flex Points and Flex Point Tolerance Offset
 - ☐ The LinePoint Flex Point Attribute Field
- ☐ Checking the Quality of your Parcel Fabric (Quality Control Add-In)
 - ☐ Parcel Level Metadata
 - ☐ The Scale and Rotate Attribute Fields
 - ☐ The Misclosure Attribute Fields
 - ☐ Fixing the Parcels
- ☐ Understanding Least Squares Adjustments (LSA)
 - ☐ Requirements for LSA
 - ☐ Performing the LSA
 - ☐ Examining the Results of an LSA
- ☐ Alternative Adjustments (Parcel Fabric Move to Feature Add-in)
 - ☐ Setting up the Add-in
 - ☐ Creating the Line or Points for Adjustment
 - ☐ Performing the Adjustment
 - ☐ Differences between This and LSA
- ☐ Additional Add-Ins
 - ☐ Delete Fabric Records Add-In
 - ☐ Fabric Plan Tools Add-in
 - ☐
- ☐ Maintaining Parcel and non-Parcel Fabric Related feature classes.
- ☐ Mass Updates to Parcel Attributes
- ☐ Optimizing the Parcel Fabric in SDE
 - ☐ Optimizing the Storage Parameters

- ☐ Setting up and Using Versions
- ☐ SDE Maintenance Procedures
- ☐ The Extract, Transform and Load Process
 - ☐ Setting up the ETL in Model-Builder
 - ☐ Setting up the ETL in Python

This training is intended to provide the Client with everything needed to successfully implement and efficiently use the ArcGIS Parcel Editing Solution (the Parcel Fabric) for parcel maintenance. This training was derived from Panda's extensive experience (Panda also maintains parcels for many of its Client's Parcel Data in the Parcel Fabric) and introduces the tricks and tips we have discovered and developed during our years of experience while using, as well as, helping our Clients, use the ArcGIS Parcel Editing Solution.

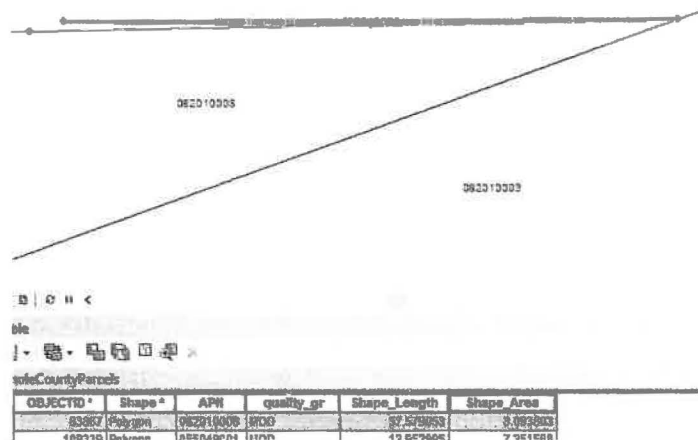
In addition to the training, Panda shall include 10 hours of as-needed support services to ensure the Client understands everything about the Parcel Fabric.

Migration of the Client GIS Data to the Parcel Fabric and LGIM

Panda has performed a preliminary data assessment and identified the following issues and developed the following resolutions and workplan:

Slivers in the Parcel Polygon Layer - Panda has performed the preliminary review and identified that there are a few Parcels

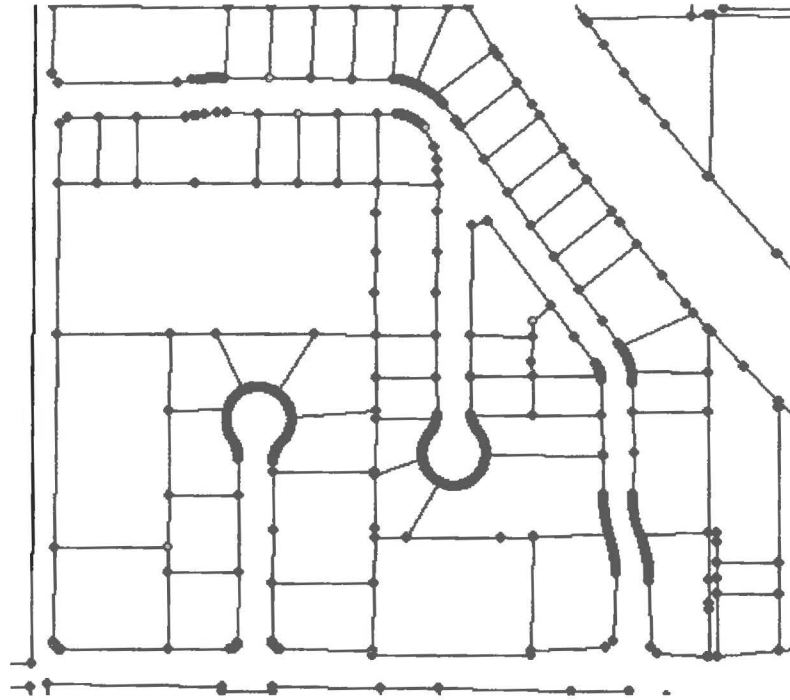
containing fewer than 50 square feet in area. Polygons of this size are often mapping issues created during editing. (See screenshot below.)



Panda shall work with the Client to develop a procedure to ensure these sliver polygons are corrected to ensure that all polygons being migrated are valid.

Densified Curves - It is common that lines and polygons edited with the standard ArcGIS tools will contain Curves that have been “densified” and consist of multiple short line segments that represent an approximation of the curve instead of containing a “true” curve. These “densified curves” are shown on the

screenshot below where each point represents the endpoint of a line segment.



Panda shall use an internally developed procedure to identify and correct the densified curves on all data provided using the latest tools available. This procedure does not use any batch processes, but reviews every single curve contained in the data and ensures the most consistent and exhaustive correction of the densified curves available.

Road Polygons - After the geometry of the Parcels have been corrected to remove the “densified curves” to ensure all geometries are correct for the future Road Polygons, Panda shall use standard editing tools to split the Road Polygons into sizes

that are appropriate for the ArcMap Parcel Fabric. Within the ArcMap Parcel Fabric, the number of corners and “joins” to those corners impact the usability of every polygon, therefore, all attempts are made to ensure that polygons are neither too large, or have too many corners, (think vertices) contained therein. Care must be taken to ensure the Road Polygons are not too large in size or slowdowns in processing will occur in the future. Panda shall ensure that the Road Polygons are an efficient size for future editing and processing. The optimal size for road polygons is not dependent upon the width or length of the Road Polygon, but is dependent upon the number of tax parcels, and polygon corners. that front on the Road Polygon.

Existing Attribution - Panda shall review the existing attribution with the Parcel Polygons and discuss with the Client whether additional attribution is required. Panda shall ensure that all existing attribution will be migrated to the Parcel Fabric.

Local Government Information Model - Panda shall review the provided data and will discuss with the Client its future plans to ensure the ESRI Local Government Information Model (LGIM) data structure is applicable for use by the Client. Preliminary review does not show any issues and it is recommended that the Client adopt and use the LGIM data structure in the Parcel Fabric.

Migration into a Staging and Final Parcel Fabric - The migration models process the data and performs a multitude of geoprocessing steps to ensure the data will successfully migrate into the Parcel Fabric, including repairing geometries, converting from multipart to single part polygons, dissolving excessive vertices and creating and testing topology before actually loading the data into a Parcel Fabric. If any polygons fail to load, the individual polygons are examined and corrected until all polygons are loaded. The data is initially loaded into a staging Parcel Fabric to ensure every polygon is migrated. At this point, quality control procedures are run to identify and correct any polygons that failed to correctly load, including any polygon that did not correctly recreate the polygon shape (a bug in the Load Topology into a Parcel Fabric geoprocessing tool.)

This initial Parcel Fabric shall be provided to the Client for review. After review, any issues identified by the Client shall be addressed and corrected and a Final Parcel Fabric shall be provided to the Client.

Training for Parcel Creating, Editing and Publishing

After receiving approval for the completion of Migration of the Client GIS data into the Parcel Fabric and LGIM, Panda shall continue with Training for Parcel Creating, Editing and Publishing. Panda shall provide twenty four hours, comparable

to (3) days, of on-line training for the Client's staff that focuses on the use and implementation of the Parcel Editing Solution.

Panda believes it provides the most detailed and exhaustive training for the Parcel Fabric in order to ensure the Client completely understands the data model and all tools required to successfully use the ESRI Parcel Editing Solution (the Parcel Fabric.) The schedule and outline for training is detailed in Outline of Training Schedule.

At a minimum, the training shall include:

- ☐ Parcel merges and splits
- ☐ Adjusting parcel boundary lines
- ☐ Updating parcel corner locations
- ☐ Creating new parcel subdivisions
- ☐ Adding condos/townhouses
- ☐ Running Least Squares Adjustments
- ☐ Maintaining control points
- ☐ Maintaining related layers in parcel fabric
- ☐ Maintaining parcel and non-parcel fabric related feature classes
- ☐ Creating and maintaining Easements
- ☐ Mass updates to parcel attributes and features
- ☐ Other repetitive or recurring tasks

In working with the Client, Panda will configure any ETL tools, model builders, or Python scripts that are required to publish the ArcGIS for Land Records Data Model to the Local Government Information Model Parcel publishing dataset.

On-Going Support

Ensuring that the Client is completely successful in your project, Panda shall provide ten (10) hours (equivalent to 600 minutes) of on-going support services to ensure the successful implementation and deployment of the Parcel Editing Solution. These hours may be used for any service desired by the Client including mapping issues, additional training, parcel maintenance services or additional work.

Future Proofing the Project

At the latest International User Conference in San Diego in July 2019, Esri recently released the next generation of their Parcel Management Solution, the ArcGIS Pro Parcel Fabric. However, as with most new software releases, the solution is still undergoing changes and adding / completing its functionality. This solution is currently not considered ready for full production deployment but will be ready in the next year or two.

In order to ensure the immediate and future success of the project, if the Client decides to transition to the ArcGIS Pro

Parcel Fabric at some time in the next two years, Panda shall take the ArcMap Parcel Fabric data and perform an upgrade into the new data structure for no additional costs. This upgrade shall include converting the data into the new data structure and making changes to the data that are required by this change in structure.

This free upgrade does not include any additional consulting or training costs for implementing the larger infrastructure requirements (Portal) or additional training for maintaining parcels in ArcGIS Pro, but Panda will provide an estimate for these costs at a future date if desired.

Summary

Thank you again for considering Panda Consulting for this important project. Please review the proposal and contact me by email at frank@pandaconsulting.com or at (561) 691-3277 if you have any questions regarding the proposal or wish to proceed with the pilot project.

Thank you for your time and consideration,

A handwritten signature in black ink, appearing to read 'Frank J. Conkling'.

Frank J. Conkling, Owner

GIS FY19 Budget Prediction

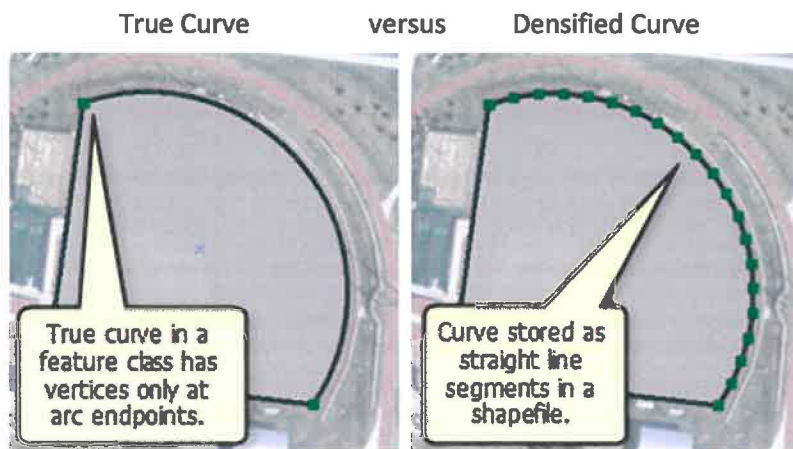
	as of end of August		
GL Account *	2019 Actual	2019 Actual Prediction	2019 Budget
510-1-000-1320 - GIS - Receipts	209,294.00	267,920.00	300,000.00
510-1-000-1325 - Miscellaneous Revenue	1,736.48	1,736.48	-
Revenues Totals	211,030.48	269,656.48	300,000.00
510-2-000-6101 - Salaries	161,413.16	216,211.96	225,593.00
510-2-000-6200 - Office Supplies	-	100.00	500.00
510-2-000-6201 - Postage	-	10.00	50.00
510-2-000-6203 - Dues/Memberships	475.00	475.00	750.00
510-2-000-6204 - Conferences	1,449.99	2,000.00	3,000.00
510-2-000-6205 - Mileage	804.20	1,000.00	500.00
510-2-000-6206 - Training	291.44	1,000.00	2,500.00
510-2-000-6207 - Cellular Phones	-	-	1,000.00
510-2-000-6215 - Contractual Services/Consultants	21,745.31	22,000.00	8,000.00
510-2-000-6300 - Transfer To General Fund Health Insurance	23,658.41	49,157.45	43,291.00
510-2-000-6303 - Transfer To Capital Improvement Fund	-	-	-
510-2-000-6305 - Transfer To IMRF Fund	12,178.46	15,647.75	18,000.00
510-2-000-6319 - Transfer to SS Fund	11,453.60	14,817.35	17,250.00
510-2-000-6537 - Plotter Supplies	163.40	500.00	2,000.00
510-2-000-6585 - Software Expenses	36,373.38	40,000.00	50,000.00
510-2-000-6586 - Hardware Expenses	1,049.27	5,000.00	32,000.00
510-2-000- - Cloud Service	-	-	-
510-2-000-6587 - Printer Expenses	-	500.00	2,000.00
510-2-000-6589 - Internet Expenses	1,500.00	1,500.00	1,500.00
510-2-000-6650 - GIS - Expenditures	-	800.00	2,000.00
510-2-000-6926 - Aerial Reflight	-	-	-
510-2-000-6928 - GIS - Mapping Rectification	-	15,000.00	-
Expenses Totals	272,555.62	385,719.51	409,934.00

Invitation for Bid – 2019 Modern Cadastral Model – Parcel Fabric

Comparison

	Sidwell		Panda Consulting
Experience	Yes – ESRI Partner – 1997		Yes – ESRI Partner – 1999
Fit LGIM and all layers	Yes		Yes
Training included?	Yes - \$7,700		Yes - \$7,000
- Parcel Fabric Specifics	3 days of hands-on exercises - Travel expenses invoiced separately		24 hours (3 days) of the curriculum using client data - Training is recorded and made available for reuse
- Follow-up Support	2 days		10 hours
	Option 1	Option 2	
Delivery < 40 Days?	40 days	75-90 days	5 weeks (25 days)
Densified Curves converted into True Curves	No	Yes	Yes
Pricing breakdown	\$26,300	\$52,900	\$32,000 (-\$2,000 for pilot)

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Staff recommends going with Panda Consulting.

AGREEMENT

This Agreement, made and entered into on the last day of signature below between KENDALL COUNTY, ILLINOIS (hereinafter "Kendall County"), with its principal place of business at 111 W. Fox Street, Yorkville, Illinois, 60560 and _____, with its principal place of business at _____ (hereinafter referred to as "Contractor"). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

Incorporation. The following documents are incorporated herein: (1) the Invitation to Bid, including the Scope of Work and Instructions to Bidder, ("Invitation to Bid"), attached as Exhibit A, and (2) the Bid submitted by Contractor ("Bid"), attached as Exhibit B. In the event of a conflict between these documents, they should be considered in the following order of priority: The Agreement, the Invitation to Bid, and the Bid.

Term. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the project has been fully completed to the satisfaction of Kendall County but no later than _____ or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.

Services. Pursuant to, and as set forth in this Agreement, Contractor will provide Kendall County with the products and services identified in the Agreement, the Invitation to Bid, and the Bid.

Payment. As consideration for the services to be performed by Contractor, the County agrees to pay Contractor pursuant to the following schedule [Insert Payment Schedule]. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1, et seq.)

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.

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 an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the Contractor been so convicted nor made such an admission.

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

Prevailing Wage. If this contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontract has an obligation to check the Department’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

Indemnification. Contractor shall indemnify, hold harmless and defend with counsel of Kendall County’s own choosing, Kendall County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as “Releasees”) from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Contractor of any representations or warranties made within the contract documents (collectively, the “Claims”), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Contractor in its performance under this Agreement. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State’s Attorney. Releasees’ participation in their defense shall not remove Contractor’s duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

Confidentiality. It is understood and agreed to by the parties that all contracts entered into by a government body, such as Kendall County, are open to public review and as such will be on file with the County Clerk’s office and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

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 Kendall 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.

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

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

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

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

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

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

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

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

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

Background Checks/Security. Contractor shall exercise general and overall control of its officers, employees and/or agents. Contractor agrees that no one shall be assigned to perform work at Kendall County's facilities on behalf of Contractor, Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Contractor has completed a criminal background investigation for each individual to be performing work at the site. 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 Kendall County's facilities absent prior written consent from Kendall County. Kendall County, at any time, for any reason and in Kendall County's sole discretion, may require Contractor and/or Contractor's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

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 Kendall 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 Kendall 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 Kendall County's own choosing, indemnify and waive any right to recover alleged damages,

penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its past, present and future board members, elected 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.

Non-Appropriation. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Contractor. In the event of a default due to non-appropriation of funds, either party has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.Warranties. Contractor warrants to owner that all construction and related services provided shall be performed in a good and workman like manner, in accordance with the terms of the contract documents, and all applicable laws, codes, regulations and other requirements, including safety standards. 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 Kendall County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

Termination. This Agreement may be terminated by Kendall County upon written notice delivered to Contractor at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement. Kendall County shall reimburse the Contractor for any services completed and any services partially completed prior to the termination date. Upon receipt of a termination notice, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Kendall County shall not be liable for those costs and expenses resulting from Contractor's failure to mitigate such losses. Further, Kendall County shall not be responsible for salaries, overhead and fees accrued after the Agreement's termination. Kendall County shall not be liable for any other additional payments, penalties and/or early termination charges.

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, in the case of notice to Kendall County, County Administration, Attention: Scott Koeppel, 111 W. Fox Street, Yorkville, Illinois, 60560, fax (630) 553-_____ with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Contractor, to:_____.

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. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall 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, Kendall County is required to use the services of an attorney, then Kendall County shall

be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

Assignment. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

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.


Waiver. Kendall County and/or the Contractor's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

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.

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.

Authority To Execute Agreement. The County of Kendall 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.

The parties hereto caused this Agreement to be executed on the dates inserted below.

	KENDALL COUNTY, ILLINOIS
BY: 	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2019-__

**RESOLUTION AUTHORIZING A BUDGET TRANSFER IN THE FISCAL
YEAR 2019 BUDGET FROM THE GENERAL FUND TO THE SOCIAL
SERVICES FOR SENIOR CITIZENS FUND, BUILDING FUND #260, COUNTY
ELECTION FUND (NEW), TREATMENT ALTERNATIVE COURT FUND
(NEW)**

WHEREAS, 55 ILCS 5/6-1003 provides that, after the adoption of the county budget, transfers of budget appropriations affecting personnel and capital may be made at any meeting of the county board by a two-thirds vote of all members constituting such board, provided any such transfer of appropriations does not affect the total amount appropriated for the fund; and

WHEREAS, the Fiscal Year 2018 budget included a \$850,000 transfer from Building Fund #260 to the General Fund to balance the General Fund budget; and

WHEREAS, revenues were higher than anticipated in Fiscal Year 2018 and expenses were lower than anticipated in Fiscal Year 2018 and the General Fund had a \$1,359,099 surplus at the end fiscal year 2018; and

WHEREAS, the Kendall County Board realizes the importance of capital funds including Building Fund #260 and wishes to replenish the fund; and

WHEREAS, the Kendall County Board anticipates increased election costs in fiscal year 2020 because of the two elections; and

WHEREAS, the Kendall County Board values the contributions that Senior Service Agencies provide the community; and

WHEREAS, the Kendall County Board supports the creation of an alternative treatment court; and

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Kendall County, Illinois that the following budget revisions in the Fiscal Year 2019 budget are hereby authorized as follows:

Transfer From:

General Fund	\$1,318,000
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Transfer To:

Social Services for Senior Services Fund	\$18,000
Building Fund #260	\$1,100,000
County Election Fund (New)	\$100,000
Treatment Alternative County Fund (New)	\$100,000

BE IT FURTHER RESOLVED, that the Kendall County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Administrator and the Kendall County Treasurer.

Approved and adopted by a two-thirds majority vote of the County Board of Kendall County, Illinois, this ____ day of _____, 2019.

Board Chairman Signature:

Attest:

Scott R. Gryder, Chairman
County Board

Debbie Gillette
County Clerk

Ayes

Nays

Abstain