



**Kendall County Board Agenda**  
**Adjourned June Meeting**  
**Kendall County Office Building, 111 W. Fox Street**  
**County Board Room 209, Yorkville, IL 60560**  
**Tuesday August 20, 2024, at 9:00 AM**

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
8. Public Comment
9. Consent Agenda
  - A. Approval of County Board minutes from July 16, 2024 ([p. 3](#))
  - B. Approval of Standing Committee minutes ([p. 7](#))
  - C. Approval of Cable Television Franchise Agreement by and between County of Kendall and Comcast of Illinois XIII, L.P. ([p. 23](#))
  - D. Approval of Assignment of Broker Fee Agreement from Meisrow Insurance Services, Inc. to Alliant Insurance Services, Inc. Effective August 20, 2024 ([p. 39](#))
  - E. Approval of Amendment No. 1 to Services Agreement Between Alliant Insurance Services, Inc. and Kendall County, Illinois Effective October 1, 2024, through September 30, 2025, in an Amount not to Exceed \$49,000 ([p. 45](#))
  - F. Approval of Amended Section 5.7 Safe Driving Policy in the Kendall County Employee Handbook ([p. 47](#))
  - G. Approval of An Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for QuikTrip ([p. 52](#))
  - H. Approval of Five-Year Leasing Agreement with Pitney Bowes for Mail Processing Equipment at County Office Buildings ([p. 55](#))
  - I. Approval of Intergovernmental Agreement between the Village of Millbrook and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Comprehensive Plan, Subdivision Control, and Stormwater Management within the Jurisdiction of the Village of Millbrook for a Term of Four (4) Years in the Amount of \$1.00 Annually Plus Associated Costs Paid by the Village of Millbrook to the County of Kendall ([p. 61](#))
  - J. Approval of 23rd Judicial Circuit Court- Kendall County Department of Probation and Court Services CFY Annual Plan and Expenditures ([p. 75](#))
10. Old Business
11. New Business
  - A. Approval of Claims in the amount of \$1,963,204.67 from August 15, 2024
12. Elected Officials and Department Reports
  - A. Sheriff (report included in packet) ([p. 142](#))
  - B. County Clerk and Recorder (report included in packet) ([p. 148](#))
  - C. Treasurer (report included in packet) ([p. 149](#))
  - D. Clerk of the Court
  - E. State's Attorney
  - F. Coroner (report included in packet) ([p. 150](#))
  - G. Health Department
  - H. Supervisor of Assessments
  - I. Regional Office of Education
  - J. EMA (report included in packet) ([p. 152](#))
  - K. Public Defender (report included in packet) ([p. 153](#))
  - L. VAC
13. Standing Committee Reports
  - A. HR & Insurance: Approval of An Ordinance Authorizing the Acceptance of the Contract and By-Laws Document of the Intergovernmental Personnel Benefit Cooperative (IPBC) and Authorizing Membership in the IPBC by Kendall County, Illinois ([p. 155](#))

- 14. Special Committee Reports
- 15. Liaison Reports
- 16. Other Business
- 17. Chairman’s Report

Appointments

- Raphael Obafemi – Connect Kendall County Commission – Term Ends November 2024
- Eric E Bernacki – Historic Preservation Committee – 5-year term July 2029
- Shawn P. Flaherty – Sheriff Merit Commission- 6-year term August 2030
- Randy Mohr – Chairman of the Zoning Board of Appeals – 5-year term July 2029

- 18. Public Comment
- 19. Questions from the press
- 20. Executive Session
- 21. Adjournment

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

**KENDALL COUNTY BOARD  
ADJOURNED JUNE MEETING  
July 16, 2024**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday, July 16, 2024, at 9:00 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Brooke Shanley, and Seth Wormley. Member(s) absent: Jason Peterson and Ruben Rodriquez.

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

**PLEDGE OF ALLEGIANCE**

Chairman Kellogg led the Pledge of Allegiance.

**INVOCATION**

Matt Conrad from Cross Lutheran gave the invocation.

**THE AGENDA**

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

**PUBLIC COMMENT**

Margaret Sheehan spoke about elections.

Jim Williams spoke about the confidentiality of complaints that have been filed for Zoning issues.

Alice Elliot spoke about Court Services and Pretrial, Probation and Parole Week.

**CONSENT AGENDA**

Member Koukol moved to approve the consent agenda.

- A. Approval of County Board minutes from June 04, 2024, and June 18, 2024
- B. Approval of Standing Committee minutes
- C. Approval of Claims in the amount of \$2,893,837.65 from June 30, 2024, and \$1,282,555.37 from July 15, 2024
- D. Approval of Grant Agreement #322516 Between Illinois Criminal Justice Information Authority and Kendall County
- E. Approval of Kendall Area Transit Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310, Section 5311 and Downstate Operating Assistance Program (DOAP)
- F. Approval of Agreement between Voluntary Action Center and County of Kendall
- G. Approval of Kendall Area Transit Vehicle Lease
- H. Approval of Animal Control Fee Ordinance Amendment
- I. Approval of an Agreement for Pace Scheduling Software for the Sheriff's Office in an amount not to exceed \$33,120
- J. Approval of Establishing Budget Process Guidelines for Budgeted Positions
- K. Approve Resolution to Appoint Judges of Elections.
- L. Approval of Collective Bargaining Agreement between the County of Kendall, Illinois, the Kendall County Sheriff, and the Illinois Fraternal Order of Police Labor Council for the Kendall County Sheriff's Police Bargaining Unit (Patrol Deputies) effective December 1, 2023, through November 30, 2027
- M. Approval of Petition 24-10, a Request from Alex M. Schuster for a Special Use Permit for a Landscaping Business at 2142 Wooley Road, Oswego (PIN: 03-22-400-001) in Oswego Township; Property is Zoned A-1
- N. Approval of Petition 24-11, a Request from James W. Filotto on Behalf of Oakland Avenue Storage, LLC for a Map Amendment Rezoning the Property Between 276 and 514 Route 52 (PIN: 09-13-400-011) in Seward Township from A-1 Agricultural District to B-3 Highway Business District
- O. Approval of Petition for County aid to build or repair bridge, culvert or drainage structure on Wheeler Road in Kendall Township

- P. Approve Intergovernmental Agreement between the Kendall County Sheriff's Office and the Oswegoland Park District for ordinance and law enforcement on property located within the County and owned, leased, controlled, or used by the Park District.

Member Bachmann seconded the motion. Chairman Kellogg asked for a roll vote on the motion. All members present voting aye except Flowers. Motion carried 7-1.

**C) COMBINED CLAIMS:** ADMIN \$89.52; ANML CNTRL WRDN \$2,052.15; CIR CLK \$39,890.48; CIR CRT JDG \$6,179.75; CRNR \$2,175.00; CRRCTNS \$21,006.46; CNTY BRD \$1,349,875.45; CNTY CLK \$2,542.52; HIGHWAY \$650,239.95; CNTY TRSR \$6,341.75; ELCTNS \$477.25; EMA DIR \$3,991.35; EMA \$447.16; FCLT MGMT \$13,399.25; GIS COORD \$29,531.26; HLTH & HMN SRV \$103,906.67; HR \$1,136.26; MRT COMM \$3,330.00; PBZ SR PLNNR \$735.00; PBZ \$103.46; PRSDNG JDG \$3,082.68; PROB SPVSR \$1,114.31; PUB DEF \$73.99; ROE \$625.52; SHRF \$11,483.63; ST ATTNY \$5,270.49; TECH \$16,402.03; UTIL \$10,675.83; VET \$2,239.79; FP \$47,752.71; SHF \$10,280.80; SHF \$36,404.12; CVL \$504,733.77

**COMBINED CLAIMS:** ADMIN \$1,878.50; ANML CNTRL WRDN \$1,313.94; ASSMNTS \$654.13; CIR CLK \$197.35; CIR CRT JDG \$3,823.22; CMB CRT SRVCS \$10,003.59; CRNR \$3,906.60; CRRCTNS \$77,308.85; CNTY ADMIN \$1,024.00; CNTY BRD \$330,887.72; CNTY CLK \$1,847.67; HIGHWAY \$80,467.96; CNTY TRSR \$3,264.34; ELCTNS \$55,473.02; EMA DIR \$37.80; EMA \$375.13; FCLT MGMT \$41,344.23; GIS COORD \$3,250.36; HLTH & HMN SRV \$81,293.08; HR \$232.02; JRY COMM \$372.06; MRT COMM \$425.00; PBZ \$2,065.93; PRSDNG JDG \$10,830.33; PROB SPVSR \$7,636.50; PUB DEF \$7,984.98; ROE \$7,816.50; SHRF \$51,832.14; ST ATTNY \$4,619.03; TECH \$14,304.32; TRSR \$39.39; UTIL \$59,807.38; VET \$1,808.15; FP \$50,413.16; SHF \$10,280.80; SHF \$5,302.50; SHF \$68,283.93; CVL \$330,562.92

**E)** A complete copy of IGAM 24-18 is available in the Office of the County Clerk.

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

**G)** A complete copy of IGAM 24-20 is available in the Office of the County Clerk.

**H)** A complete copy of Ordinance 24-24 is available in the Office of the County Clerk.

**K)** A complete copy of Resolution 24-20 is available in the Office of the County Clerk.

**M)** A complete copy of Ordinance 24-25 is available in the Office of the County Clerk.

**N)** A complete copy of Ordinance 24-26 is available in the Office of the County Clerk.

**P)** A complete copy of IGAM 24-20 is available in the Office of the County Clerk.

## NEW BUSINESS

### Facilities

Member Shanley moved to approve the contract with Artlip & Sons for HVAC (maintenance/repair) for County Jail and Animal Control in an amount not-to-exceed \$190,675. Member Gengler seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member DeBolt updated the board on the construction projects.

### Finance

Member Gengler moved to table the approval of establishing budget process guidelines for budgeted positions. Member Gengler seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. Motion carried.

## ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

### Sheriff

Under Sheriff Richardson presented the highlights from the 6 month report, IDOT safety, and the recent storms. Sheriff Baird informed the board of the dedication of the Public Safety Center to Sheriff Randall.

### County Clerk & Recorder

#### Revenue Report

6/1/24-6/30/24

6/1/23-6/30/23

6/1/22-6/30/22



Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$584.00	\$596.00	\$810.50
MARFEE	County Clerk Fees - Marriage License	\$1,650.00	\$1,920.00	\$2,100.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$25.00	\$30.00	\$15.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,600.00	\$1,878.00	\$1,558.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$300.00
MISINC	County Clerk Fees - Misc	\$29.55	\$36.60	\$25.00
	County Clerk Fees - Misc Total	\$3,918.55	\$4,460.60	\$4,808.50
RECFEE	County Clerk Fees - Recording	\$21,583.00	\$21,677.00	\$28,866.00
	Total County Clerk Fees	\$25,501.55	\$26,137.60	\$33,674.50
CTYREV	County Revenue	\$38,170.75	\$60,443.25	\$78,916.25
DCSTOR	Doc Storage	\$16,710.08	\$12,665.00	\$16,753.50
GISMAP	GIS Mapping	\$39,510.00	\$40,230.00	\$53,132.00
GISRCD	GIS Recording	\$5,897.00	\$2,682.00	\$3,542.00
INTRST	Interest	\$90.85	\$104.87	\$27.79
RECMIS	Recorder's Misc	\$913.50	\$3,076.50	\$5,083.00
RHSP	RHSP/Housing Surcharge	\$21,024.00	\$10,728.00	\$14,589.00
TAXCRT	Tax Certificate Fee	\$560.00	\$400.00	\$640.00
TAXFEE	Tax Sale Fees	\$50.00		\$50.00
PSTFEE	Postage Fees			
CK # 19886	To KC Treasurer	\$148,427.73	\$156,467.22	\$206,408.04

#### **Treasurer**

Report is in the packet.

#### **State's Attorney**

State's Attorney Eric Weis spoke about the human trafficking operation and the increase in transports of prisoners.

#### **Coroner**

Coroner Jacquie Purcell reviewed the report and updated the board on the Park Street burial ground.

#### **Health Department**

Members learned about the partnership of the Health Department with law enforcement.

#### **Supervisor of Assessments**

Supervisor of Assessments Andy Nicoletti informed the board regarding the disabled veteran changes in the law.

### **CHAIRMAN'S REPORT**

Chairman Kellogg announced that there will not be a meeting on August 6, 2024.

### **PUBLIC COMMENT**

Margaret Sheehan thanked the board for approving the resolution for Election Judges.

Jim Williams spoke about FOIA discretion.

### **ADJOURNMENT**

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

Approved and submitted this 17th day of July 2024.

Respectfully submitted by,

Debbie Gillette

Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS**  
**HUMAN RESOURCES AND INSURANCE COMMITTEE**  
**Meeting Minutes for Monday, May 6, 2024, at 5:30 p.m.**

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**Call to Order**

The meeting was called to order by Committee Chair Ruben Rodriguez at 5:30 p.m.

**Roll Call**

Attendee	Status	Arrived	Left Meeting
Ruben Rodriguez	Here		
Jason Peterson	Present		
Elizabeth Flowers	Present		
Zach Bachmann	Here		
Matt Kellogg	Absent		

**With 4 members present a quorum was established.**

**Staff Present:** Leslie Johnson & Payton Karlovich

**Approval of Agenda** – Member Flower made a motion to approve the agenda, second by Member Bachmann. **With 4 members voting aye, the motion was carried by a vote of 4-0.**

**Approval of Minutes-** Member Bachmann made a motion to approve the March 4, 2024, minutes, second by Member Flowers. **With 4 members voting aye, the motion was carried by a vote of 4-0.**

**Committee Reports and Updates** –

**A. Alliant Insurance Services, Inc. – Kendall County Insurance Report and Update**

Dane Mall , Account Executive, gave a presentation on the 2023-year end report. In Mr. Mall's presentation, he spoke about the state of public entity insurance. Property insurance has become more costly due to the increase in natural disasters. July of 2023, Illinois suffered 13 tornados in one day and 143 in total for 2023 ranking Illinois #1 in the United States for tornados. Sever thunderstorms account for 58% of a record \$71 billion of the global insured loss total. Insurance carriers want to make sure that the property owned is appropriately valued. ICRMT (Illinois Counties Risk Management Trust) will conduct a property appraisal this year. The last appraisal was done pre-pandemic in 2019. ICRMT does appraisals every five years.

Mr. Mall also spoke about law enforcement liability and how it continues to be a focal point for the underwriting community. The average indemnity paid on a law enforcement liability claim has increased almost 2.5 times between 2016-2022, and the probability of experiencing a claim with a payout of \$500k or more is six times higher in 2022 than in 2016. Globally, the cost of liability claims has gone up significantly.

There were significant premium savings due to the reduction in exposure with less jail beds. The initial workers' compensation injury costs are 68% lower than the previous 7-year average loss year for the Corrections Department.

Key events that occurred in 2023:

Insurance Brokerage

- July 2023 Builders Risk Property insurance was secured for the new construction at 105 W Fox Street.
- August 2023, the County secured additional excess liability insurance limits for a total of \$16 million.
- Insurance renewal approved for Chicago – High Intensity Drug Traffic Area (HIDTA) with incumbent carrier, Kinsale Insurance Company.

Loss Control

- April 2023 Alliant provided Introductory to OSHA training for key departments.
- August 2023 – ICRMT provided \$10,000 grant toward the purchase of a Ferno cot for use at the coroner's office to reduce lifting injury exposure.
- ICRMT also provided a 2-day Emergency Vehicle Operators (EVOC) Course for two deputies.
- A comprehensive County wide inspection of properties was conducted by ICRMT along with Dane Mall. Findings and recommendations will be provided in the final report.

Mr. Mall reviewed the claims activity report for Kendall County from 2015-2024. 76% of claims are worker's compensation.

**B. Monthly Benefits Report (page 7-8 in packet)**

Kendall County Deputy Treasurer provided a monthly insurance report to the Committee. (Report included in packet)

**C. Monthly Human Resources Department Report (page 9 in packet)**

HR Director Leslie Johnson directed the committee members to page 9 in their packet for the monthly Human Resource Department Report. Ms. Johnson also spoke about the 2024 Summer Internship program. A total of 14 students have been placed this summer, almost more than double last year's numbers. The department welcomed Cacia today for her first day as an intern.

**D. Executime & Tyler Munis Update (page 10 in packet)**

HR Generalist Payton Karlovich directed committee members to page 10 in the packet for an updated report on Time and Attendance and Tyler Munis progress. She reported that Time and Attendance is ahead of schedule and are currently in the process of testing with Human Resources and Administration staff. A lot of errors that they are finding are coming in from an individual level coding or position coding. Munis is also making a lot of progress.

**New Committee Business –**

- A. **\*MOTION (VV) (Forward to CB 5/21/2024 Meeting):** Revised Organizational Chart and Headcount (page 11-12 in packet)

The revised chart reflects a change in the Information Communication and Technology (ICT) Department.

Member Peterson made a motion to forward to the County Board meeting, second by Member Flowers. **With 4 members voting aye, the motion was carried by a vote of 4-0.**

- B. **\*MOTION (VV) (Forward to CB 5/21/2024 Meeting):** Revised Section 1.4 Worker Classifications (page 13-15 in packet)

Member Bachmann made a motion to forward to the County Board meeting, second by Member Peterson. **With 4 members voting aye, the motion was carried by a vote of 4-0.**

- C. **\*MOTION (VV) (Forward to CB 5/21/2024 Meeting):** Revised Section 5.5 No Smoking Policy in the Kendall County Employee Handbook (page 16-17 in packet)

Member Peterson made a motion to forward to the County Board meeting, second by Member Flowers. **With 4 members voting aye, the motion was carried by a vote of 4-0.**

- D. **\*MOTION (VV) (Forward to CB 5/21/2024 Meeting):** New Facilities Management Intern Job Description (page 18-21 in packet)

Member Bachmann made a motion to forward to the County Board meeting, second by Member Flowers. **With 4 members voting aye, the motion was carried by a vote of 4-0.**

- E. **\*MOTION (VV) (Forward to CB 5/21/2024 Meeting):** Resolution Rescinding Resolution 2001-11 (page 22-26 in packet)

In 2001 the Kendall County Board Approved Resolution 2001-11 “Resolution Authorizing the Execution of an Agreement Enabling Employees to purchase U.S. Savings Bonds Through Payroll Deduction.” On January 1, 2011, the U.S Treasury Direct discontinued allowing employers to purchase savings bonds for their employees through this payroll deduction program. Kendall County discontinued the program more than 10 years ago but never rescinded the resolution. The attached resolution is for “housekeeping” purposes to formally rescind the 2001 resolution and discontinue the now nonexistent payroll deduction program

Member Peterson made a motion to forward to the County Board meeting, second by Member Bachmann. **With 4 members voting aye, the motion was carried by a vote of 4-0.**

**Old Committee Business** – None

**Chairman’s Report** –None

**Public Comment** – None

**Executive Session** – None

**Items for the Committee of the Whole Meeting** – None

**Action Items for County Board** –

**1. Under Consent Agenda**

- Revised Organizational Chart and Headcount
- Revised Section 1.4 Worker Classifications
- Revised Section 5.5 No Smoking Policy in the Kendall County Employee Handbook
- New Facilities Management Intern Job Description
- Resolution Rescinding Resolution 2001-11

**2. Items for Committee Business**

**Adjournment** – Member Flowers made a motion to adjourn, second by Member Peterson. **With 4 members present in agreement, the meeting was adjourned at 6:15 p. m.**

Respectfully submitted,

Nancy Villa  
Executive Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS**  
**ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE**  
**Meeting Minutes for Tuesday, June 25, 2024, at 5:30 p.m.**

**Call to Order:** The meeting was called to order by Chairman Elizabeth Flowers at 5:30 p.m.

**Roll Call**

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Here		
Scott Gengler	Here		
Dan Koukol	Here		
Brooke Shanley	Absent		
Seth Wormley	Absent		

**With three (3) members present a quorum was established.**

**Staff Present:** Christina Burns, Latreese Caldwell, Taylor Cosgrove, Brianna Falk, Roger Bonuchi, Todd Volker, Matt Asselmeier,

**Approval of Agenda** – Member Koukol made a motion to approve the agenda, second by Member Gengler. **With 3 members voting aye, the motion was carried by a vote of 3 - 0.**

**Approval of Minutes** – Member Gengler made a motion to approve the May 15, 2024, Committee Meeting minutes, second by Member Koukol **With 3 members voting aye, the motion was carried by a vote of 3- 0.**

**Committee Reports and Updates**

- A. Animal Control Department Update** – Director of Animal Control Taylor Cosgrove spoke to the committee on Animal Controls report for the month of May. Bite reports are low for the month of May, but the number of stray dogs was higher, most of those dogs were reclaimed. Ms. Cosgrove also reported that Kendall County Animal Control has received recognition as a No-Kill Shelter from The Best Friends Network. They received a plaque this week in recognition. To qualify, more than 90% of animals leaving the shelter must leave the shelter alive., Animal Control has exceeded this benchmark.
- Ms. Cosgrove would like to add that there were 2 level 5 bites that were reported in June. A level 5 bite is more severe than a regular bite. Bites are graded on 6 levels, level 1-2 being minor and 5-6 being more aggressive behavior including death. The first bite was from a dog. An investigation is currently in progress with the owner, Animal Control Director and Dr. Schlapp along with the help of the States Attorney’s office. The second bite was from a wild raccoon that was reported by the Kendall County Health Department. Raccoon bites are usually not handled by Animal Control but because this incident was reported by the Health Department, staff will move forward with the report. Staff received lots of donations for food and treats for the animals from the community after posting a Facebook post when the department ran out of food.
- B. Emergency Management Agency Update** – Director of Emergency Management Roger Bonuchi gave a monthly report update. (Page 14 in packet). Mr. Bonuchi spoke about the Youth Academy’s upcoming class. The attendees will be learning how to carry people who are not ambulatory. They will also learn how to search and rescue partially collapsed buildings, search in buildings with no lights along with learning to determine whether a building is safe to enter. The Youth Academy class will also learn disaster psychology, meaning learn how to manage themselves when they see someone who is severely injured or a fatality. Volunteers will be in attendance and assist with the training.



The Command bus is being prepared to attend the Plainfield Festival this weekend. The next event will be on the Fourth of July in Yorkville. A new member will be sworn in during the next meeting.

- C. Revolving Loan Status Update** - Deputy Administrator Latreese Caldwell directed the committee to page 15 of the packet for the Economic Development Commission loan status ending April 30, 2024. Ms. Caldwell spoke about four outstanding loans now. Three of the four are current and one is on a payment plan.
- D. Economic Development Update**- Economic Development Coordinator Todd Volker briefed the committee on last month's Economic Development updates. He spoke about the Environmental Summary. Business succession workshops are going well. Chamber directors seem to enjoy them as well. Mr. Volker is looking to set up a farm succession workshop.
- E. KAT Update** - Deputy Administrator Latreese Caldwell gave a brief update on a new financial report that Kendall County Area Transit sent to Administration (pg. 18).

### **New Committee Business**

#### **A.\*MOTION (Forward to County Board):** Approval of Kendall Area Transit Vehicle Lease

This lease is an agreement between Kendall and VAC for VAC to utilize our buses. Finance budget analyst, Jennifer Breault, has reached out IDOT to verify the liability is enough coverage for the vehicles. Staff is currently waiting for a response to finalize the agreement.

Member Gengler made a motion for Approval of Kendall Area Transit Vehicle Lease to be forwarded to County Board meeting, second by Member Koukol.

After further discussion Member Gengler made a motion to amend his original motion and made a new motion to forward the Approval of Kendall Area Transit Vehicle Lease to County Board meeting after receiving IDOT recommendations, seconded by Member Koukol. **With 3 members voting aye, the motion was carried by a vote of 3 - 0.**

#### **B.\*MOTION (Forward to County Board):** Approval of Kendall Area Transit Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310, Section 5311 and Downstate Operating Assistance Program (DOAP)

This agreement is between Kendall County and Voluntary Action Center of Northern Illinois (VAC). The main change to the agreement is that VAC will be receiving 60K a year, and it will be a 3-year term to the agreement

Member Gengler made a motion for Approval of Kendall Area Transit Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310, Section 5311 and Downstate Operating Assistance Program (DOAP) to be forwarded to County Board meeting, second by Member Koukol. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

#### **C.\*MOTION (Forward to County Board):** Approval of Agreement between Voluntary Action Center and County of Kendall

This grant informs our main source of funds, Section 5310, Section 5311 and DOAP, that VAC will be our operator and notify them of the general requirements they will follow.

Member Gengler made a motion for Approval of Agreement between Voluntary Action Center and County of Kendall to be forwarded to County Board meeting, second by Member Koukol. **With 3 members voting aye, the motion was carried by a vote of 3-0.**

**D. \*MOTION (Forward to County Board) :** Approval of Animal Control Fee Ordinance Review

Ms. Cosgrove spoke about the changes in the fee schedule for impound fees, relinquishing fees and adoption fees. The fee changes round up to an even number.

Member Gengler made a motion for Approval of Animal Control Fee Ordinance to be forwarded to County Board meeting, second by Member Koukol. **With 3 members voting aye, the motion was carried by a vote of 3-0.**

**E. \*Discussion:** Economic Development Priorities

County Administrator, Christina Burns spoke to the committee on Economic Development Priorities. Included in the packet is one of the programs Kendall County is currently working with. The Kendall County Summer Internship Program connects enrolled or recently graduated students seeking career experience to a variety of employers in Kendall County.

**F. \*Discussion:** Revolving Loan Fund Program

Kendall County received funds for a Revolving Loan Fund from the Department of Commerce and Economic Opportunity's Community Development Assistance Program, which was funded from the US Department of Housing and Urban Development Community Development Block Grant. The original RLF funds were restricted to purposes outlined through DCEO and HUD requirements, designed to support businesses. In 2004, DCEO dissolved the program, permitting communities to use their funds as deemed appropriate by the community. The County adopted its current Revolving Loan Fund program in 2019. The fund currently has four small business loans with a total outstanding principal balance of \$210,341.63. One small business loan is currently in default. A fifth RLF loan was given to the City of Minooka for a water main extension for \$750,000, to be paid back as properties connect to the water main. The program's priorities and objectives are to stimulate economic growth in the County through business retention and growth, supporting equity for new businesses, incentivizing businesses to relocate, create and retain jobs, increase the property and sales tax base, and to leverage other sources of capital to support businesses. Staff is in the process of reviewing the application process to ensure we are gathering adequate financial information from applicants, and to better understand their business plans to help reduce the chance of making loans that go into default. Committee members discussed expanding funds for job growth and road studies for development of underutilized land and updating the LRP plan along with small business loans. Mrs. Burns presented ideas for the Committee to consider. The committee would like to further discuss this topic in upcoming meetings.

**Old Committee Business** – None

**Chairman's Report** – Member Gengler thanked Todd Volker, Matt Asselmeier and Christina Burns for hosting GCEP at the Pickerell house.

**Public Comment** – None

**Executive Session** – None

**Items for the Committee of the Whole Meeting** – None

**Action Items for County Board -**

- Approval of Kendall Area Transit Vehicle Lease
- Approval of Kendall Area Transit Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310, Section 5311 and Downstate Operating Assistance Program (DOAP)
- Approval of Agreement between Voluntary Action Center and County of Kendall
- Approval of Animal Control Fee Ordinance Review

**Adjournment** – Member Gengler made a motion to adjourn, second by Member Koukol.

**With 3 members present in agreement; the meeting was adjourned at 6:38p.m.**

Respectfully submitted,  
Nancy Villa  
Administrative Assistant

## HIGHWAY COMMITTEE MINUTES

**DATE:** July 9, 2024  
**LOCATION:** Kendall County Highway Department  
**MEMBERS PRESENT:** Zach Bachmann, Brian DeBolt, Dan Koukol, Scott Gengler & Ruben Rodriguez  
**STAFF PRESENT:** Michele Riley and Francis Klaas  
**ALSO PRESENT:** P.J. Fitzpatrick and Skyler Evans

The committee meeting convened at 3:31 P.M. with roll call of committee members. All present. Quorum established.

Motion DeBolt; second Koukol, to approve the agenda. Motion approved unanimously.

Motion Rodriguez; second Gengler, to approve the Highway Committee minutes from May 14, 2024. Motion approved unanimously.

Motion Gengler; second DeBolt, to recommend approval of an ordinance granting variance to the Kendall County Highway Access Regulation Ordinance for QuikTrip Corporation. Bachmann described the petition and reminded committee members that the petitioner had been to Highway Committee about a year ago and had requested full access to Ridge Road just south of Midpoint Road, which had been denied at that time. Klaas discussed some of the history at this location. QuikTrip is now proposing to install just a right in / right out on the west side of Ridge Road just north of the existing Shell gas station. He indicated that the County's ordinance would require a barrier median on Ridge Road in order to allow for QuikTrip to install the proposed access. He also stated that the barrier median would be installed from the I-80 ramps all the way to Midpoint Road.

Rodriguez confirmed that traffic wanting to go north from the QuikTrip would have to go back to Midpoint Road to continue north. Koukol asked if this would prevent traffic from getting into the Shell station, because he certainly didn't want to shut them out. Bachmann discussed why the previous petition had been denied – because Shell's driveways essentially extended all along their frontage and was going to create a problem for any access to QuikTrip. Committee members agreed that the current petition was going to be a problem for Shell. Klaas indicated that one of the conditions of the variance was QuikTrip had to provide easement across their property to allow Shell traffic to go to Midpoint Road and then through QuikTrip property to Shell's station, providing for truck traffic to get back to Shell.

Koukol reminded members that right after QuikTrip's petition was denied last year, they installed concrete barriers across the access that Shell was using but was on QuikTrip's property. He indicated that Shell traffic was still using that access but would not be able to if a barrier median was placed on Ridge Road. Bachmann pointed out that there were multiple issues with Shell's access and reiterated the fact that it is in noncompliance with the County's access ordinance. DeBolt thought that installing a barrier median on Ridge might invite a lawsuit from Shell. Koukol asked Klaas what his suggestion would be on this petition. Klaas stated that Shell really hasn't had an opportunity to review and address the current access plan for QuikTrip. He

thought it would be appropriate to table the matter for a month. It might even give QuikTrip and Shell an opportunity to work out an amicable agreement. Bachmann agreed that we need more time to think about it and talk to the State's Attorney Office. Klaas also stated that he had talked to the owner of Shell today and indicated that the owner wants an opportunity to be heard.

Klaas also wanted to point out that Shell was using QuikTrip's property for an illegal entrance. Additionally, Shell installed new pumps and a canopy to serve tractor-trailers about 10 years ago... a move that would have triggered the "significant change in trip generation" clause in the County's access ordinance. This would have required Shell to come into compliance with the ordinance 10 years ago, which would have eliminated their full access. The PB&Z Department was evidently not aware of this requirement at the time. Klaas felt that the County had a strong legal argument to say that Shell was grandfathered in for their access points until they changed the nature of their business 10 years ago, and then they should have come into compliance with the access ordinance.

DeBolt thought that the County should get a letter from Shell agreeing to the limiting access being proposed by QuikTrip. Klaas added that Shell's setbacks, access, and other things were in non-compliance with county ordinances and felt that Shell was in a tough spot due to the size of their lot. He thought that it was inevitable that Shell would have to come into compliance. Rodriguez emphasized that building the median on Ridge Road was the biggest issue effecting both Shell and QuikTrip. Bachmann also emphasized the fact that this location is right off the Interstate and is a very congested area.

Gengler questioned the nature of the existing access for Shell. Klaas indicated that Shell had full access across most of their frontage, allowing turns just about anywhere on their property. Gengler asked if the barrier median would be constructed just in the area north of Shell, but Klaas said that the current proposal is to construct it from the I-80 ramps all the way to Midpoint Road. He stated that there are over 24,000 vehicles per day on Ridge Road; so if there were even 2 semi's trying to turn into the Shell, it would back traffic up into the thru-lanes, creating a serious safety issue. He also discussed the similar problems that occurred south of I-80 on Ridge Road and how Minooka eventually built a barrier median on Ridge Road to prevent similar congestion problems in that area. Klaas felt that the area north of I-80 is going to have the exact same problems and reemphasized that a barrier median was inevitable. Rodriguez asked if there had been a lot of accidents in the area of the Shell station. Klaas had no accident data available for the committee at this time.

Gengler made a motion to table; seconded by DeBolt. By voice vote, all were in favor of tabling the original motion.

Motion Bachmann; second DeBolt, to recommend approval of a petition for county aid to repair bridge, culvert or drainage structures on Wheeler Road in Kendall Township. Bachmann briefed the committee on the proposed project, which uses Township Bridge Program (TBP) funds for approximately 80% of construction costs. Engineering and land acquisition costs would be split 50/50 between County and Township. DeBolt asked for the exact location of the project. Klaas stated that it was on Wheeler Road just east of Hopkins Road. He gave a brief history of the TBP program and how the program had increased dramatically during the past year. It will allow the county and townships to build a new bridge about every other year instead of about

every 4<sup>th</sup> year. The total petition is for \$250,000, which costs would be split evenly between each agency.

Gengler asked about future bridge construction through this program. Klaas indicated that the 5-year plan calls for replacement of the Reservation Road Bridge next, and then the Schaefer Road Bridge after that. Rodriguez asked if the Wheeler Bridge was similar to the Schlapp Road Bridge that was recently constructed. Klaas stated that Schlapp was a 3-barrel box culvert with a cost over a \$1 million, while Wheeler was a single span press-brake tub girder style bridge with an estimated cost of about \$750,000. Koukol pointed out that this is still a very expensive bridge for a low volume road. Klaas agreed but pointed out how bridge construction costs have exploded in recent years, and this is expected to be a 100-year bridge. Motion approved unanimously.

Bachmann provided an update for the ongoing planning and engineering efforts related to the Connect Kendall County project. He thought the routing was essentially done and permitting would be the next big effort. There are basically two rings that form the backbone of the network, and fingers would extend out from the two main rings. DeBolt asked when wires would be put in the ground. Bachmann discussed the variable types of hardware that would go in the ground or be attached above-ground to existing poles, as well as some of the changes from the original routing. Koukol asked when citizens would actually be able to start using the internet. Bachmann discussed some of the delays that have come up along the way... specifically some State-related matters. He thought final submission of the plan to the State should happen soon, including issuance of bonds. He indicated that actual placement of fiber could begin as soon as this September, and construction of the network would then take about 2 years. He added that, even if the rings aren't complete, internet could be delivered as the rings and network is built. Committee members had some questions about the spurs that extend from the two main rings. Bachmann identified some specific sites for connection to other governmental agencies.

Gengler asked if the construction would all be in the ground. Bachmann stated that the preferred location would be buried cable, but certain locations would require aerial lines. One example of aerial lines would be near Route 30. He thought that using buried lines would decrease liability, reduce rental costs on poles, and be easier to fix. Klaas asked if the underground wires would be placed in rigid conduit. Bachmann thought the majority of the network would be direct burial wires, except in the middle mile and some of the main network where the wires would be really big and might be in a conduit. Gengler asked about road and railroad crossings. Bachmann indicated that one of the strategies for RR crossings would be to rent space in conduits that other utilities own. If no other solutions are available, then boring would be the next alternative.

Rodriguez asked what the biggest concerns from Highway Department would be. Klaas discussed some of the frustrations with the many utilities located in highway rights-of-way. He thought placing the fiber deeper rather than shallower would be a good thing. Gengler wondered how deep. Klaas asked Bachmann if there were any federal or state standards that would govern the depth. Bachmann didn't think so. General consensus was that the fiber should be at least 3' to 5' deep.

DeBolt asked if there would be any wireless facilities constructed as part of this project. Bachmann indicated that there would be some wireless constructed which should enhance some

of the existing wireless networks that already exist in the County. They are working out agreements with some of the existing ISP's. Connect Kendall County Commission should be bringing more information to the County Board in August.

Klaas presented some general information about proposed budgets for FY 2025. The proposed property tax levy, which includes levies to Highway Fund and Bridge Fund, total \$2 million - \$1.5 million for Highway and \$0.5 million for Bridge. This is the same amount that has been levied for the past 17 years. He indicated that the Highway Department manages 9 funds, but only those 2 funds use property taxes. Salary line items are proposed to increase 3.22% year over year. He stated that his strategy was to give bigger raises to the younger guys and smaller raises to the older guys who are making more money. DeBolt asked how many employees the Highway Department has. Klaas stated that there were 14 full-time employees and about a half dozen parttime, indicating that they are very small compared to the amount of money they manage. DeBolt also asked if the bike path between Hoover and Fox River Bluffs was in the budget. Klaas indicated it was. Koukol thought it was a good strategy to reward the younger employees with bigger raises. He noted that turnover rates were high with various local municipalities. DeBolt also asked about the proposed re-grading project near Eldamain Road in the vicinity of the Beck Farm and Subat Forest Preserve. He described the water problem and possible solution by removing some riprap and existing earth on the west side of Eldamain. Committee discussed possible solutions to dry up the standing water at this location.

Gengler asked about the proposed MFT budgets. Klaas stated that those budgets included many maintenance-type projects around the county, and he simply hasn't had time to finalize all those projects. He also discussed the long-term strategy to build up a larger fund balance in the MFT Fund so those accumulated funds could be applied to the Ridge Road widening project, thus reducing the required bond issue that is anticipated. Rodriguez asked who does the grant writing and grant management for Highway Department. Klaas indicated that, in general, engineering consultants do the grant writing. In regard to management, that usually wasn't an issue because almost all the grants that the Department gets are federal grants. In those cases, IDOT becomes the lead agency for the project, accepts all the grant money, and manages the payments. Highway Department doesn't actually touch the money and so doesn't have to manage the grant. It simplifies the process and doesn't require additional personnel.

In Other Business, Gengler noted that construction had begun on the Galena-Cannonball intersection improvement. Klaas stated that work was also ongoing for the Collins Road project. Bachmann asked about the proposed bike path on Collins Road. Klaas stated that the improvement includes a new multi-use path that connects at Grove Road, runs along the south side of Collins Road, across Morgan Creek, and then turns south to make a connection to the path in Hunt Club Subdivision. The path is being constructed at no cost to Oswegoland Park District; but after construction, will be maintained by OPD. Koukol asked about the construction on Johnson Road & 143<sup>rd</sup>. He didn't think much had happened in the past few weeks. Klaas indicated that Village Plainfield was the lead agency, and he didn't have any updates. DeBolt asked about the N. Johnson St. project. Klaas stated that utility relocation was the next hurdle. Actual road construction will be delayed until next year. All right-of-way has been cleared for that project.

Koukol discussed the pushback he had been getting in regard to the Seward Township plan. He expressed his desire for more red – business and commercial development – especially



considering the Ridge Road corridor that will be widened in the near future. This will generate more tax revenue. He thought showing all of Seward Township as ag zoning was unrealistic. Klaas thought that the reality of the situation is that these areas are going to be annexed by municipalities and then the County and Townships will no longer be driving the bus.

Motion Gengler; second DeBolt, to forward Highway Department bills for the month of July in the amount of \$80,467.96 to the Finance Committee for approval. Motion approved unanimously.

Motion Rodriguez; second Gengler to adjourn the meeting at 4:23 PM. Motion carried unanimously.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Francis C. Klaas", with a stylized flourish at the end.

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

### **Action Items**

1. Petition for County aid to build or repair bridge, culvert or drainage structure on Wheeler Road in Kendall Township

## HIGHWAY COMMITTEE MINUTES

**DATE:** August 13, 2024  
**LOCATION:** Kendall County Highway Department  
**MEMBERS PRESENT:** Ruben Rodriguez, Brian DeBolt, Dan Koukol & Scott Gengler  
**STAFF PRESENT:** Michele Riley and Francis Klaas  
**ALSO PRESENT:** P.J. Fitzpatrick and Skyler Evans

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

Motion DeBolt; second Gengler, to approve the agenda. Motion approved unanimously.

Motion DeBolt; second Koukol, to approve the Highway Committee minutes from July 9, 2024. Motion approved unanimously.

Motion DeBolt; second Gengler, to recommend approval of an ordinance granting variance to the Kendall County Highway Access Regulation Ordinance for QuikTrip Corporation. Koukol asked if there had been an extension on the request for this variance. Klaas explained that QuikTrip had petitioned the County for full access on Ridge Road over a year ago and that was denied. Last month, the variance was modified to provide for just a right in / right out access. It also included provisions for a barrier median on Ridge Road all the way from I-80 to Midpoint Road as well as a cross-access easement to get through QuikTrip to the Shell gas station. Shell objected to this proposal and so the motion was tabled last month. The variance before the Committee now is the same as last month, with the exception of a barrier median only across QuikTrip's frontage, leaving Shell's frontage untouched. Klaas believed that there would ultimately need to be a barrier median starting at I-80; so this proposal, for now, kicks the can down the road, but likely avoids litigation with Shell. Committee members examined aerial exhibits and discussed traffic patterns in the area. Koukol asked if there was still a provision for drivers going into QuikTrip to access the Shell station? Klaas indicated that the revised ordinance does not contain a provision for a cross-access easement. He thought that the Village would be able to govern the internal movements of these parcels as part of their jurisdiction.

Rodriguez asked about the diesel fueling station on Shell's property and whether they had obtained a permit to construct it. Klaas stated that Shell had obtained a building permit from PB&Z for addition of the truck fueling station about 10 years ago. Highway Department was unaware of it and PB&Z Department didn't discuss the matter with Highway Department. Klaas indicated that there were a lot of non-conforming things going on with the Shell station, but he didn't believe there were any current violations. DeBolt asked what the County should do moving forward. Klaas recommended that the County approve the variance for a right in / right out with a condition that QuikTrip must build a barrier median across their entire Ridge Road frontage. Rodriguez again discussed the idea of cross access between Shell and QuikTrip. Committee members considered and agreed not to include that provision in the ordinance. They also discussed the idea of development on the east side of Ridge Road and how motorists would enter and exit property on that side. Gengler was concerned about controlling the access on the east side. He wondered if some provisions should be included in QuikTrip's variance ordinance.

Klaas stated that once property on the east side developments, those developments would have to comply with the Kendall County Highway Access Regulation Ordinance. The KCHARO document would govern all new developments and would only allow for a right in / right out access on the east side of Ridge Road in any development scenario. Upon considering all factors, the Committee voted unanimously to forward the variance ordinance to the County Board with a positive recommendation. Koukol wondered if there were any tax breaks or incentives for the QuikTrip. Skyler Evans, from QuikTrip, was unaware if there were any incentives associated with this specific development.

Committee members reviewed projects included in the County's 5-Year Transportation Plan. Klaas provided an update on the status of current projects. He invited members to review and recommend inclusion of specific projects in the next annual update. DeBolt asked about the proposed roundabout at the intersection of Little Rock Road and Galena Road and whether it would be built in 2027. Klaas indicated that it is scheduled in the 5-Year for construction in 2027. He added that this particular intersection was a good spot for a roundabout because of the heavy volume and the fact that it is already a 4-way stop. Klaas also suggested a possible roundabout at the intersection of Plainfield – Schlapp – Simons. There have been 26 accidents at this intersection over the past 5 years. Koukol added that there have been many near-misses as well. He also discussed some of the recent progress at the Ridge Road – Johnson Road intersection. He thought they have made significant progress in the past couple weeks. Koukol also asked about the intersection of Plainfield Road and Collins Road. Klaas had intentionally not included anything at this intersection because both he and Oswego Township keep thinking that there will be development coming into the Village of Oswego and developers would improve this intersection. DeBolt asked which intersection had the most crashes in the County. Klaas stated that it was at Grove and Rte. 52 with 31 crashes in the last 5 years; and there was another bad one last Friday. Klaas also reminded the Committee that IDOT is spearheading an intersection improvement at this intersection. Koukol was in favor of an intersection improvement at Plainfield-Schlapp-Simon. Gengler asked what we were going to do at Plainfield-Collins. Committee discussed and like the idea of including a roundabout at both the Collins intersection and the Schlapp intersection. Klaas asked Committee about the roundabout originally proposed at Little Rock & Creek. It was designed nearly 10 years ago. There was some disagreement on whether to include this latter project. Klaas invited the committee to review additional projects that they might want to include in the next 5-Year Plan update.

In Other Business, DeBolt asked Klaas about the progress on the drainage improvement planned at Subat Forest Preserve as it relates to drainage of the Beck Farm. Klaas said he did not have the permit in his hand yet but expects to complete the project in the next 30 days. DeBolt explained how the ground could be regraded on the Subat side and let the surface water continue west towards the Rob Roy Creek. Gengler talked about how this natural waterway extends all the way up to the Fox Hill development, and the situation might not get much better with the recent purchase of 100 acres by the Yorkville School District and other proposed developments in the area. This has historically been a problem area, especially in wet years.

Koukol asked for an update on the Collins Road project. He discussed the increases in roadwork in recent years, but the fact that there really aren't any new or additional contractors to complete the work; so crews are stretched very thin. PJ Fitzpatrick stated that he believes the project will be finished this calendar year. Klaas concurred. Koukol also thought that the contractor has been working very consistently in recent weeks and making good progress.

Motion DeBolt; second Gengler, to forward Highway Department bills for the month of August in the amount of \$138,694.42 to the Finance Committee for approval. Motion approved unanimously.

Motion DeBolt; second Gengler to adjourn the meeting at 4:09 PM. 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. Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for QuikTrip Corporation



## Kendall County Agenda Briefing

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**Meeting Type:** County Board  
**Meeting Date:** 08/20/2024  
**Subject:** Comcast Franchise Agreement Renewal  
**Prepared by:** Christina Burns, County Administrator  
**Department:** Administration

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### **Action Requested:**

Approval of a Cable Television Franchise Agreement By and Between County of Kendall and Comcast of Illinois XIII, L.P.

### **Board/Committee Review:**

NA

### **Fiscal impact:**

NA

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### **Background and Discussion:**

The County's current franchise agreement with Comcast expires in October. Comcast is requesting the County enter into a new five-year agreement. The agreement is substantially similar to the one currently in place. Comcast will continue pay a Franchise Fee equal to 5% of annual gross revenues, which is the limit provided for in the Cable Act.

### **Staff Recommendation:**

Approval of a Cable Television Franchise Agreement By and Between County of Kendall and Comcast of Illinois XIII, L.P.

### **Attachments:**

Cable Franchise Agreement by and Between County of Kendall and Comcast of Illinois XIII, L.P.

**CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN  
The  
COUNTY OF KENDALL  
And  
COMCAST OF ILLINOIS XIII, L.P.**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the County of Kendall, Illinois (hereinafter, the “County”) and Comcast of Illinois XIII, L.P., (hereinafter, “Grantee”) this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “Effective Date”).

The County, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Municipal/Counties Code, as amended from time to time; provided that any provisions of the Illinois Municipal/Counties Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers

within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois XIII, L.P.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the County’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental



authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5<sup>th</sup> Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the County.

“Public Way” shall mean the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the County in the Franchise Area, to the extent that the County has the right and authority to authorize, regulate, or permit the location of facilities other than those of the County. Public Way shall not include any real or personal County property that is not specifically described in this definition and shall not include County buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“County” means the County of Kendall, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **SECTION 2: Grant of Authority**

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 55 ILCS 5/5-1095(a) of the Illinois Counties Code, approving and authorizing the execution of this Agreement, the County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be five (5) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in

accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the County to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the County, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the County grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 55 ILCS 5/5-1095.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the County while used in the course of installation, repair and maintenance work on the Cable System.

### **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Kendall County's ordinances and resolutions pertaining to construction of utility facilities in the Public Way, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment

without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

### 3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the County requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the County shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

## **SECTION 4: Service Obligations**

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of

its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the County in conducting inspections related to these standards upon reasonable prior written request from the County based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the County shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the County shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the County's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities:

4.6.1. The County may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A and shall specify the requested level of services and number of outlets for each location. Upon written notice to Grantee, the County may unilaterally amend Attachment A to add or remove locations provided any additional locations are "eligible" under 220 ILCS. 5/22 501(f). The County shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus

materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The County must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The County agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the County, its employees or agents in using such system.

4.8. Customer Service Obligations. The County and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

## **SECTION 5: Oversight and Regulation by County**

5.1. Franchise Fees. The Grantee shall pay to the County a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the County shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the County to increase the Franchise Fee above five percent (5%), and the County actually proposes to increase the Franchise Fee in exercise of such authority, the County may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the County shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the County) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the County increases said Franchise Fee, the Grantee shall notify

its Subscribers of the County's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the County to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the County pursuant to the Cable Act, and Section 5-1095 of the Illinois Counties Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the County approves the amendment by ordinance; and (c) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 55 ILCS 5/5-1095, the County shall provide on an annual basis, a complete list of addresses within the corporate limits of the County. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the County has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County from and against any claims arising from the County's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County with



an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the County, shall not be a violation of this Section.

## **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the County containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the County has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the County may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the County's consent thereto in the manner described in Section 6 above.

## **SECTION 7: Insurance and Indemnity**

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the County certificates of insurance in accordance with County Code.

7.1.1. 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, 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. Overall limits of liability may be met through any combination of primary and excess liability policies.

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

The types and amounts of insurance required to be maintained or actually maintained shall not limit or otherwise alter Grantee's obligations hereunder.

7.1.2. Additional Insured Status. The County and its, past, present, and future its officers, officials, and employees, 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 Grantee 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 Grantee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, forms if later revisions used).

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

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

7.1.5. Verification of Coverage. Grantee shall furnish the County Certificates of Insurance evidencing before work begins. However, failure to obtain the required

documents prior to the work beginning shall not waive the Grantee's obligation to provide them.

7.1.6. Subcontractors. Grantee shall require and verify that all subcontractors maintain insurance reasonably appropriate to the scope of each such subcontractor's work.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the County, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the County. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The County shall give the Grantee timely written notice of its obligation to indemnify and defend the County after the County's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the County. If the County elects in its own discretion to employ additional counsel, the costs for such additional counsel for the County shall be the responsibility of the County.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from any conduct for which the County, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the County by reference to the limits of insurance coverage described in this Agreement.

## **SECTION 8: Enforcement of Franchise**

8.1. Notice of Violation or Default. In the event the County believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

8.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the County's written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

8.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may:

8.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

8.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The County shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the County has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The County shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the County shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the County shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the County shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the County's decision.

## **SECTION 9: Miscellaneous Provisions**

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

9.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:

Kendall County, Illinois  
111 Fox Street  
Yorkville, Illinois 60560  
ATTN: County Administrator

To the Grantee:

Comcast  
2001 York Road  
Oak Brook, Illinois 60523  
ATTN: Director of Government Affairs

With copy sent to:  
Kendall County State's Attorney  
807 W. John Street  
Yorkville, Illinois 60560

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

9.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

9.3.1. The County may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and

effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

9.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Kendall County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

9.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate ordinance or resolution by the County, as required by applicable law.

9.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

9.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

9.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.11. Authority to Sign Agreement. Grantee warrants to the County that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the County that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the County of Kendall:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For Comcast of XIII, L.P.:**

By: \_\_\_\_\_

Name: Chris Smith

Title: Regional Senior Vice President

Date: \_\_\_\_\_



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting

**Meeting Date:** 8/20/2024

**Subject:** Assignment of Broker Fee Agreement from Meisrow Insurance Services, Inc. to Alliant Insurance Services, Inc. Effective August 20, 2024

**Prepared by:** Leslie Johnson, Human Resources Director

**Department:** Human Resources Department

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**Action Requested:**

Approval of the Assignment of Broker Fee Agreement from Meisrow Insurance Services, Inc. to Alliant Insurance Services, Inc. Effective August 20, 2024

**Board/Committee Review:**

On August 5, 2024, the Human Resources & Insurance Committee voted to forward this item to the County Board for approval.

**Fiscal impact:** None

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**Background and Discussion:**

Kendall County currently is a party to an insurance brokerage services contract with Meisrow Insurance Services (MIS) through September 30, 2024. Alliant Insurance Services (AIS) acquired MIS in 2016. AIS would like to transition all past agreements to AIS for finance purposes so AIS can transition out (and merge) all of the old MIS accounts to AIS. Pursuant to the parties' contract, no assignment of the contract can occur without both parties' written consent. Assuming Kendall County agrees to this assignment, AIS would assume all of MIS' obligations and liabilities set forth in the parties' contract and would continue to provide insurance brokerage services to Kendall County.

**Staff Recommendation:**

Approval of the assignment of the Broker Fee Agreement.

**Attachments:**

1. Assignment of Broker Fee Agreement from Meisrow Insurance Services, Inc. to Alliant Insurance Services, Inc. effective August 20, 2024.



July 22, 2024

Kendall County  
Attn: County Administrator  
111 W. Fox Street  
Yorkville, IL 60560

Re: Mesirow Insurance Services, Inc.'s Request to Assign the *Services Agreement Between Mesirow Insurance Services, Inc. and Kendall County* dated October 2, 2018 (the "Agreement") to Alliant Insurance Services, Inc.

To Whom it May Concern,

On July 29, 2016, Alliant Insurance Services, Inc. ("AIS") purchased 100% of the stock of Mesirow Insurance Services, Inc. ("MIS"). Attached please find the cover page and signature pages of the Stock Purchase Agreement pursuant to which MIS became a subsidiary of AIS. Since the transaction closed nearly eight years ago MIS has continued to operate as a licensed, full-service insurance brokerage.

Last year, we began the process of integrating the business of MIS into AIS. In conjunction with this initiative, MIS is now requesting, pursuant to Section VI. of the Agreement, that Kendall County please consent to MIS's assignment of the Agreement to AIS effective August 20, 2024. Upon the effective date of such assignment, AIS hereby agrees to: (1) be bound by the Agreement; (2) assume all of MIS's obligations and responsibilities under the Agreement; and (3) comply with and honor all of MIS's obligations owed to Kendall County under the Agreement.

Please contact me should you have any questions.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Harney", is written over a horizontal line.

John P. Harney  
Executive Vice President  
John.harney@alliant.com

cc: Kendall County State's Attorney  
807 W. John Street  
Yorkville, IL 60560

Enclosures: 1) Agreement; 2) Stock Purchase Agreement cover page





Kendall County hereby consents to MIS's assignment of the Agreement to AIS effective August 20, 2024.

KENDALL COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this “Stock Purchase Agreement” or “Agreement”) is made as of July 1, 2016, by and among Mesirow Financial Services, Inc., an Illinois corporation (“Seller”); Mesirow Insurance Services, Inc., an Illinois corporation (the “Company”); Alliant Insurance Services, Inc., a Delaware corporation (“Buyer”); solely for Section 3.07, Section 6.08, Section 6.09(b) and Section 7.10 hereof, Mesirow Financial Holdings, Inc., the parent company of Seller (“MFH”); and solely for Section 2.03(e) hereof, Alliant Holdings, L.P., a Delaware limited partnership and the parent company of Buyer (“Parent”). Capitalized terms used and not otherwise defined herein have the meanings set forth in Article X below.

WHEREAS, Seller owns all of the issued and outstanding capital stock of the Company, which consists of 500 shares of the Company’s common stock, par value \$1.00 per share (collectively, the “Shares”);

WHEREAS, subject to the terms and conditions set forth herein, Buyer desires to acquire from Seller, and Seller desires to sell to Buyer, all of such Shares free and clear of all Liens other than restrictions imposed by state and federal securities laws;

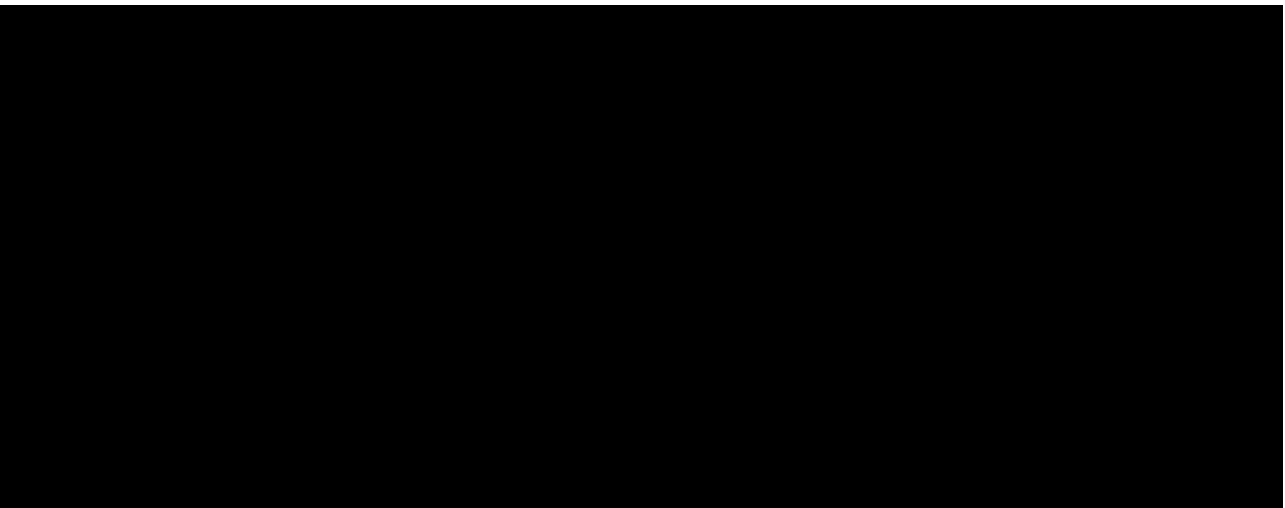
WHEREAS, fifty (50) Shares will be contributed by Seller to Parent in exchange for limited partnership interests in Parent, and Parent will cause such Shares to be transferred to Buyer, and the remaining Shares will be acquired by Buyer;

WHEREAS, the respective boards of directors of Seller, the Company and Buyer have approved this Agreement and the transactions contemplated hereby, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, representations and warranties and mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the parties hereto agree as follows:

### ARTICLE I

#### PURCHASE AND SALE OF SHARES



IN WITNESS WHEREOF, the parties hereto have executed this Stock Purchase Agreement on the day and year first above written.

**SELLER:**

**MESIROW FINANCIAL SERVICES, INC.**

By:   
Name: Richard S. Price  
Title: Chief Executive Officer

**COMPANY:**

**MESIROW INSURANCE SERVICES, INC.**

By:   
Name: Richard S. Price  
Title: Chief Executive Officer

**SOLELY FOR PURPOSES OF SECTIONS 3.07,  
6.08, 6.09(b) AND 7.10:**

**MESIROW FINANCIAL HOLDINGS, INC.**

By:   
Name: Richard S. Price  
Title: Chief Executive Officer

**BUYER:**

**ALLIANT INSURANCE SERVICES, INC.**

By: \_\_\_\_\_  
Name: P. Gregory Zimmer  
Title: President

**SOLELY FOR PURPOSES OF SECTION 2.03(e):**

**ALLIANT HOLDINGS, L.P.**

By: \_\_\_\_\_  
Name: P. Gregory Zimmer  
Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Stock Purchase Agreement on the day and year first above written.

SELLER:

**MESIROW FINANCIAL SERVICES, INC.**

By: \_\_\_\_\_

Name: Richard S. Price

Title: Chief Executive Officer

COMPANY:

**MESIROW INSURANCE SERVICES, INC.**

By: \_\_\_\_\_

Name: Richard S. Price

Title: Chief Executive Officer

SOLELY FOR PURPOSES OF SECTIONS 3.07,  
6.08, 6.09(b) AND 7.10:

**MESIROW FINANCIAL HOLDINGS, INC.**

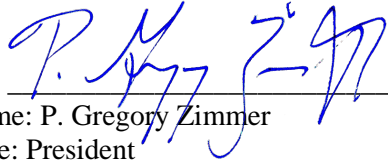
By: \_\_\_\_\_

Name: Richard S. Price

Title: Chief Executive Officer

BUYER:

**ALLIANT INSURANCE SERVICES, INC.**

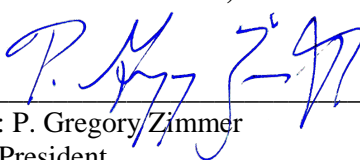
By:  \_\_\_\_\_

Name: P. Gregory Zimmer

Title: President

SOLELY FOR PURPOSES OF SECTION 2.03(e):

**ALLIANT HOLDINGS, L.P.**

By:  \_\_\_\_\_

Name: P. Gregory Zimmer

Title: President



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting

**Meeting Date:** 8/20/2024

**Subject:** Amendment No. 1 to Services Agreement Between Alliant Insurance Services, Inc. and Kendall County, Illinois effective October 1, 2024, through September 30, 2025 in an Amount not to Exceed \$49,000

**Prepared by:** Leslie Johnson, Human Resources Director

**Department:** Human Resources Department

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### **Action Requested:**

Approval of the Amendment No. 1 to Services Agreement Between Alliant Insurance Services, Inc. and Kendall County, Illinois effective October 1, 2024, through September 30, 2025, in an amount not to exceed \$49,000

### **Board/Committee Review:**

On August 5, 2024, the Human Resources & Insurance Committee voted to forward this item to the County Board for approval.

**Fiscal impact:** There is no increase in the previously budgeted annual fee of \$49,000.

---

### **Background and Discussion:**

Kendall County's current contract for property, liability, and auto insurance brokerage services expires on September 30, 2024. Staff negotiated a one-year renewal of the current insurance brokerage services contract with Alliant Insurance Services, Inc. (AIS) with no increase to the existing annual fee. The proposed one-year extension agreement is attached.

### **Staff Recommendation:**

Approval of Amendment No. 1 to Services Agreement Between AIS and Kendall County, Illinois effective October 1, 2024, through September 30, 2025, in an amount not to exceed \$49,000

### **Attachments:**

1. Amendment No. 1 to Services Agreement Between Alliant Insurance Services, Inc. and Kendall County, Illinois effective October 1, 2024, through September 30, 2025, in an amount not to exceed \$49,000

## AMENDMENT NO. 1 TO SERVICES AGREEMENT

This Amendment No. 1 (“**Amendment**”) to the Services Agreement between Alliant Insurance Services, Inc. (“**AIS**”) and Kendall County, Illinois (“**Client**”), with an Effective Date of October 2, 2018 (the “**Agreement**”), shall become effective on October 1, 2024 (the “**Amendment Effective Date**”). AIS and Client may be referred to hereinafter individually as a “**Party**” and collectively as the “**Parties**.”

### WITNESSETH

**WHEREAS**, the Parties entered into the Agreement so that AIS could provide certain insurance brokerage and related consulting services described therein to Client;

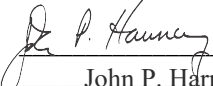
**WHEREAS**, the Agreement’s Initial Term of three (3) years expired on September 30, 2021 and Client subsequently exercised both Renewal Terms and a Third Renewal Term under the Agreement (October 1, 2021 to September 30, 2022; October 1, 2022 to September 30, 2023; and October 1, 2023 to September 30, 2024) and the Contract Term is presently set to terminate on September 30, 2024;

**WHEREAS**, notwithstanding the foregoing, Client wishes to extend the Contract Term of the Agreement to include an additional one (1) year Renewal Term commencing on October 1, 2024 and terminating on September 30, 2025;

**NOW THEREFORE**, in consideration of the mutual promises and covenants occasioned by the terms of this Amendment, the Parties agree, to modify the Agreement as described herein:

1. **Definitions.** Unless otherwise defined herein, capitalized terms used herein shall have the meaning as ascribed to such terms in the Agreement.
2. **Extension/Amendments To Agreement.**
  - a. Section III(a) of the Agreement is hereby amended to provide Client with a discretionary fourth one (1) year Renewal Term from October 1, 2024 to September 30, 2025.
  - b. Client is hereby exercising its discretion to extend the Agreement for the additionally granted one (1) year Renewal Term, commencing on October 1, 2024, and terminating on September 30, 2025 (the “**Fourth Renewal Term**”);
  - c. AIS will receive the following annual fee as compensation for the Services it renders during the Fourth Renewal Term: Forty-Nine Thousand Dollars (\$49,000.00).
4. **Recitals; No Other Amendments; Conflict of Terms.** Recitals are incorporated by reference as substantive provisions. Except as expressly modified herein, all other terms and provisions set forth in the Agreement shall remain in full force and effect and shall not otherwise be affected by this Amendment. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered (whether manually or electronically) shall be deemed to be an original and all of which taken together shall constitute but one and same instrument.

**IN WITNESS WHEREOF**, the Parties authorized representatives have executed this Amendment to be effective as of the Amendment Effective Date stated above.

ALLIANT INSURANCE SERVICES, INC.	KENDALL COUNTY, ILLINOIS
By: 	By: _____
Print: John P. Harney	Print: _____
Its: EVP Managing Director	Its: _____



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 8/20/2024  
**Subject:** Approval of Revised Safe Driving Policy (Section 5.7) in the Kendall County Employee Handbook  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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### Action Requested:

Approval of the Revised Safe Driving Policy (Section 5.7) in the Kendall County Employee Handbook

### Board/Committee Review:

On August 5, 2024, the Human Resources & Insurance Committee voted to forward this item to the County Board for approval.

**Fiscal impact:** The \$500 annual fee to the Illinois Secretary of State will be included in the Human Resources Department's budget for FY 2024-25.

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### Background and Discussion:

The current Safe Driving Policy (Section 5.7) in the Kendall County Employee Handbook mandates that motor vehicle record (MVR) checks are conducted only at the start of employment. The proposed revision to this policy introduces a requirement for the Human Resources Department to perform annual MVR checks for all County-authorized drivers. The annual MVR check would be completed by the Illinois Secretary of State's Office following receipt of signed MVR check authorizations from each authorized driver. The annual cost for the Secretary of State's Office to complete the MVR checks would be a flat fee of \$500 per year, which will be included in the Human Resources Department budget. The revised policy will help to maintain higher standards for County vehicle operation and driver eligibility, ultimately supporting a safer working environment and mitigating risk for Kendall County.

### Staff Recommendation:

Approval of the Revised Safe Driving Policy (Section 5.7) in the Kendall County Employee Handbook.

### Attachments:

1. Revised Safe Driving Policy (Section 5.7) in the Kendall County Employee Handbook

Section 5.7	Safe Driving Policy
<u>Effective Date:</u> 09/01/2022, <u>6/27/2023</u>  <u>Last Amended Date:</u> <u>06/27/2023TBD</u>	<u>Source Doc/Dep.:</u> None/HR

## Section 5.7      **SAFE DRIVING POLICY**

The purpose of this policy is to ensure the safety of its employees and to provide guidance on the proper use of vehicles for those individuals who drive County or rented vehicles and/or personal vehicles to conduct County business. The County endorses all applicable state motor vehicle regulations relating to drive responsibility and expects each driver to drive in a safe manner and courteous manner.

### **A.      GUIDELINES**

Employees must comply with all of the following responsibilities while driving a County vehicle and while driving a personal vehicle for the business of the Employer:

- All drivers must be authorized to drive for work purposes only.
- All employees driving a County vehicle, a rented vehicle or driving a personal vehicle to conduct County business must possess a valid driver's license of the proper vehicle classification.
- The Employer reserves the right to review both the driver's license and run a driving record check on all authorized drivers at any time.
- County vehicles are to be driven by qualified and authorized employees only. Spouses and children may not operate or ride in a County vehicle at any time.
- Only authorized passengers (County employees, County approved contractors, etc.) are allowed in County vehicles. Passengers are limited to those individuals who may be required to ride in the vehicle to conduct County business.
- Use of assigned County vehicles for personal business, other than commuting to and from work, and de minimis usage while performing official business activities is strictly prohibited.
- All County vehicles are to be used exclusively for County business purposes only. Personal use, or use of County vehicles for personal profit, is prohibited.
- Employees must ensure that all passengers including the driver are secured appropriately in the vehicle and wearing seat belts at all times.
- Employees are responsible for the security of any County vehicles being used by them. The County vehicle engine must be shut off, ignition key removed, and vehicle doors locked whenever the County vehicle is left



unattended. If the vehicle is left with a parking attendant, only the ignition key is to be left.

- Any emergency situation that occurs while an employee is driving a County owned vehicle, a rented vehicle, or driving a personal vehicle to conduct County business, whether a vehicle emergency, or medical emergency involving the driver, animal or passengers, should be immediately reported to appropriate authorities (police, fire, ambulance, etc.) and reported to the employee's immediate supervisor.
- Any accident involving a County owned vehicle, a rented vehicle or a personal vehicle used by an employee to conduct County business should be immediately reported to the appropriate law enforcement authorities and reported to the employee's immediate supervisor.
- Any damage to a County owned vehicle, noted by an employee, not attributed to an accident, must be reported to the employee's immediate supervisor, by the start of the next business day.
- Any employee who has a driver's license revoked or suspended shall immediately notify their supervisor by the start of the next business day, and immediately ***discontinue operation of the County vehicle.***
- Employees driving a County vehicle, rented or personal vehicle on County business are responsible for maintaining a valid license, keeping current and adequate auto insurance, driving in a safe and courteous manner, obeying all traffic laws, and assuring safe operations of the vehicle.
- An employee who fails to report any citations or an accident involving the County owned vehicle, may result in termination of employment, suspension, or loss of driving privileges for County business. Suspension of vehicle use may be enforced until the completion of any trial related to a citation or accident. In the event of suspension of use of a County vehicle, further disciplinary action not to exclude termination of employment may occur.
- Employees are required to follow all Illinois state traffic laws while operating a County vehicle. Employees who are ticketed for failure to follow Illinois state laws will be solely responsible for the cost of the violation.
- Employees are required to adhere to Kendall County Employee Handbook Policy Section 5.5, No Smoking Policy.
- Employees are required to adhere to Kendall County Employee Handbook Policy Section 5.4, Drug and Alcohol Use/Abuse Policy.

## **B. USE OF COUNTY VEHICLES**

County vehicles shall not be used to transport any individual who is not directly or indirectly related to County business. Passengers shall be limited to County employees and individuals who are directly associated with a County work activity (e.g., committee members, consultants, contractors, etc.). An employee's family members shall not be transported in a County vehicle, unless the ~~without the prior consent of the employee's immediate supervisor and Executive.~~

A County employee is ~~exempt from the requirements set forth in this section if the County employee is~~ transporting such individuals in the performance of their regularly assigned job duties (e.g., a bus driver).

### **C. USE OF PERSONAL VEHICLES FOR COUNTY BUSINESS**

Employees required to use their own vehicle on County business must have auto insurance with at least the following coverage:

- ☐ \$ 100,000 for injury or death of one person in an accident;
- ☐ \$ 300,000 for injury or death of more than one person in an accident; and
- ☐ \$ 50,000 for damage to property of another person.

The defense and indemnity by the County and/or Employer will be, in all cases, secondary to the policy coverage mentioned above. The County will only be responsible for providing excess coverage once the employee's personal auto policy limits are exhausted regardless of the minimum coverage requirements set forth above. It is the responsibility of each employee to maintain coverage as specified and, by driving a vehicle while on the job, it is assumed that coverage is in force.

The use of personal vehicles for transporting individuals unrelated to County business shall not occur during the employee's working time.

Reimbursement for any expenses incurred by the employee in the use of their personal vehicle for County business is governed by the County's Reimbursement Policy set forth in Section 7.2 of this Employee Handbook.

### **D. MOTOR VEHICLE RECORDS CHECK**

It shall be the policy of the Employer to check driving records and proof of auto liability insurance (hereinafter collectively referred to as an MVR check) of all employees who hold positions that require driving as an essential job function.

For those positions that require driving as an essential job function, applicants may receive a conditional offer of employment, contingent upon the results of the MVR check. The designated HR Representative shall conduct the initial MVR check when the employee is extended a conditional offer of employment; thereafter, MVR checks shall be completed once each year by the Designated HR Representative.

Employees who are required to operate a vehicle as an essential function of their job and who receive an unacceptable MVR check must immediately cease driving the applicable vehicle for County business. Also, to the extent permitted by law, an individual who receives an unacceptable MVR check may be determined to be unqualified for their position and may be subject to termination.

Examples of unacceptable MVR check results include:

- Failure to maintain auto liability insurance for personal vehicle used for County business pursuant to the requirements set forth in Section C of this policy;
- One or more of the following serious violations within the past three (3) years:
  - Reckless or negligent driving,
  - Driving with a suspended or revoked license,
  - Hit and run or failure to stop after an accident,
  - Fleeing or attempting to elude a police officer,
  - Homicide, negligent homicide, or involuntary manslaughter by vehicle,
  - Operating a motor vehicle without the owner's authority (theft), and/or
  - Driving while impaired by or under the influence of alcohol or drugs.
- Two or more of the following occurrences in the past three (3) years:
  - Major speeding (20 or more MPH over limit), and/or
  - "At fault" accident.
- Three or more of the following occurrences in the past three (3) years:
  - Speeding (less than 20 MPH over limit), and/or
  - Any moving violation.

**KENDALL COUNTY**  
**Ordinance No. \_\_\_\_\_**

*An Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance*

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**WHEREAS**, access to Kendall County Highways has been regulated by the Kendall County Board through the Kendall County Highway Access Regulation Ordinance, originally adopted by the Board on May 18, 1999, and notwithstanding subsequent revisions; and

**WHEREAS**, Ridge Road (County Highway 11) has been classified as an Access 1 Highway in said Ordinance, requiring full access spacing between public streets and private accesses of not less than 2,640 feet and right in / right out spacing of 500', including a 300' corner clearance; and

**WHEREAS**, QuikTrip Corporation, hereinafter referred to as "Petitioner", is proposing to construct a QuikTrip Travel Center at the southwest corner of Ridge Road and Midpoint Road in the corporate limits of the Village of Minooka – this work hereinafter referred to as "The Project"; and

**WHEREAS**, the Petitioner has petitioned Kendall County for the installation of a right in / right out access to the west side of Ridge Road approximately 450' south of Midpoint Road to serve the Project, as depicted on the attached Site Plan, identified as Exhibit A; and

**WHEREAS**, the existing annual average daily traffic (AADT) on Ridge Road at this location is estimated at 24,700 by Illinois Department of Transportation and is expected to increase significantly in future years; and

**WHEREAS**, considering the significant amount of traffic on Ridge Road, Kendall County believes it is important to limit access on Ridge Road between I-80 and Midpoint Road for efficiency and safety of the traveling public; and

**WHEREAS**, installation of a raised barrier median on Ridge Road by the Petitioner will prohibit left turns into and from the Project site, thus discouraging improper use of the proposed right in / right out access and directing all northbound traffic to the full access at Midpoint Road; and

**WHEREAS**, in consideration of the need for access to the Project, the Kendall County Board has evaluated and approved the petition for a right in / right out access to Ridge Road approximately 450' south of Midpoint Road, subject to certain conditions.

**THEREFORE, BE IT ORDAINED**, that the Kendall County Board hereby grants a variance to the Kendall County Highway Access Regulation Ordinance, for the specified purpose, subject to the terms and conditions imposed herein.

1. The above listed recitals are incorporated herein as if fully set out herein.
2. That a variance is hereby authorized for the Petitioner to install a right in / right out access roadway to the west side of Ridge Road approximately 450' south of Midpoint Road, as depicted on the attached Exhibit A.
3. That said right in / right out access shall conform in all ways to the construction requirements of the Kendall County Highway Department and shall be constructed at no cost to the Department.
4. That the petitioner will also construct a raised barrier median on Ridge Road across their entire Ridge Road frontage. Said median and all related appurtenances shall meet the requirements of both

Kendall County Highway Department and Village of Minooka and shall be constructed at no cost to either agency. Illinois Department of Transportation and Kendall County Highway Department Standards will generally be used to determine the geometry for northbound left turn taper and storage lengths, barrier median construction, pavement markings, and other road-related improvements. Contents of the median, including any/all roadway lighting and landscaping shall generally follow Village of Minooka standards.

5. Any exceptions, violations or noncompliance with the requirements contained herein, on behalf of the Petitioner, will result in the immediate forfeiture of the variance.

Approved by the County Board of Kendall County, State of Illinois.

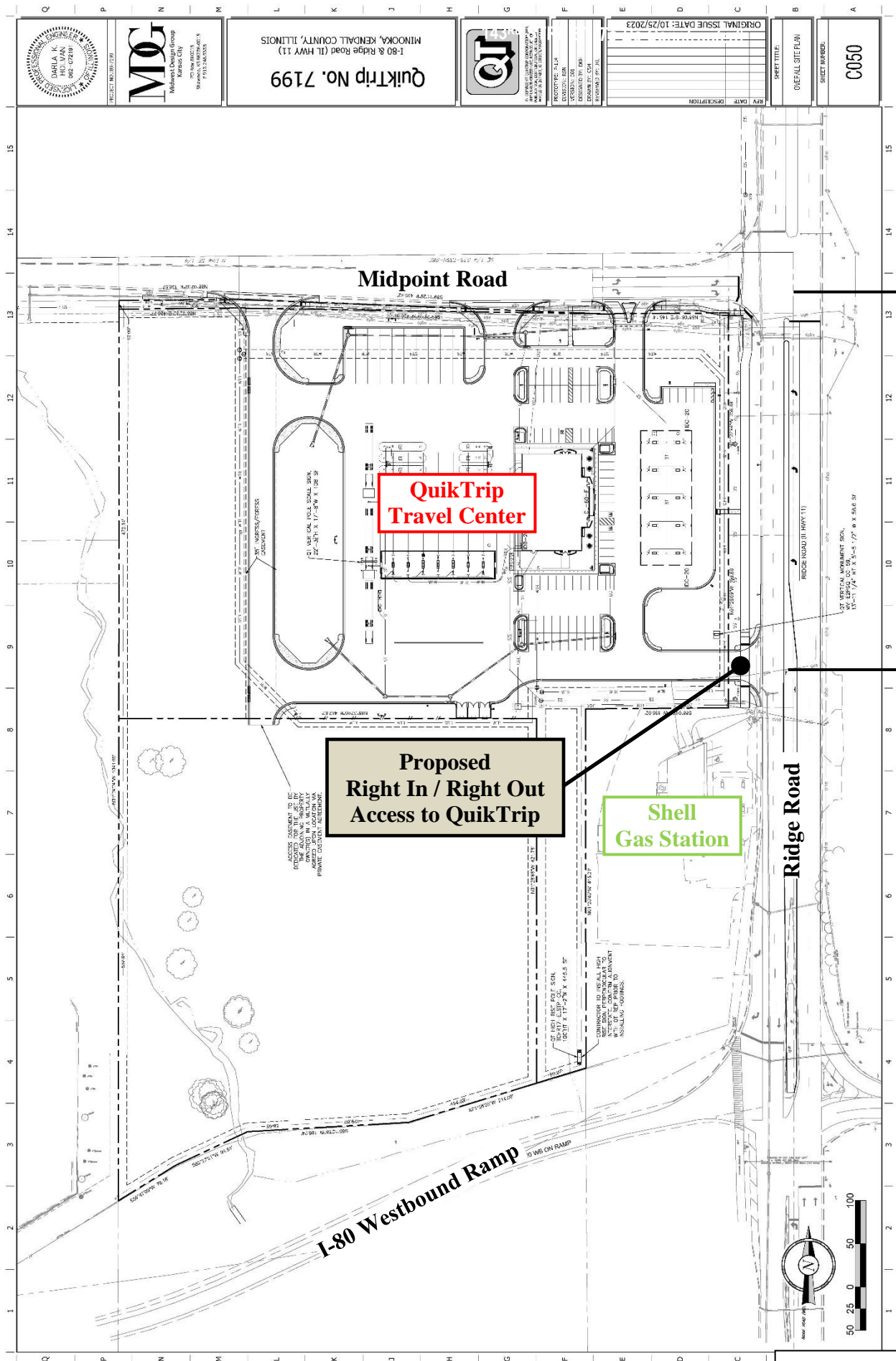
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Matt Kellogg – Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2024

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Debbie Gillette – County Clerk



<b>C050</b> SHEET NUMBER	<b>DETAILED SITE PLAN</b> SHEET TITLE	ORIGINAL ISSUE DATE: 10/25/2023 REV. DATE: _____ REV. DESCRIPTION: _____ REV. DATE: _____ REV. DESCRIPTION: _____ REV. DATE: _____ REV. DESCRIPTION: _____	PROJECT: 7199 EXISTING: 7199 EXISTING: 7199 EXISTING: 7199 EXISTING: 7199	<b>QT</b> QUICKTRIP 1-80 & RIDGE ROAD (IL HWY 11) MINOOKA, KENDALL COUNTY, ILLINOIS	<b>MG</b> Midwest Design Group 1000 N. 1st Street Suite 100 Minooka, IL 60143 PHONE: 815-955-1100 FAX: 815-955-1101
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**EXHIBIT A**



## Kendall County Agenda Briefing

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**Meeting Type:** County Board  
**Meeting Date:** 08/20/2024  
**Subject:** Lease for Mail Machines at County Office Buildings (502 & 504 S. Main Street)  
**Prepared by:** Dan G. Polvere  
**Department:** Facilities Management

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**Action Requested:**

Review and Approve 5-year Lease with Pitney Bowes for Mail Machines at the County Office Buildings located at 502 & 504 S. Main Street

**Board/Committee Review:**

N/A

**Fiscal impact:**

The total contract cost is \$59,251.80

PITNEY BOWES CONTRACT			
	COB	Clerk Bldg	Total
Quarterly Cost	\$ 1,732.50	\$ 1,229.76	\$ 2,962.59
4 Quarters	4	4	4
Annual Cost	6,930.00	4,919.04	11,850.36
60-Month Lease	5	5	5
Total Contract Cost	\$34,650.00	\$24,595.20	\$59,251.80

There is enough funding in the Postage Account to cover the new lease costs. No need for a budget revision.

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**Background and Discussion:**

An additional Mail Machine is needed in the new County Office Building located at 502 S. Main Street for use by the Clerk, Recorder and Election departments. The lease for the current Mail Machine located at 804 S. Main Street ends in September, 2024. This new lease will cover both units.



**Staff Recommendation:**

Approve 5-year Lease with Pitney Bowes for Mail Machines at the County Office Buildings located at 502 & 504 S. Main Street

**Attachments:**

Pitney Bowes Agreement



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
Kendall County Accounts Payable Dept	366006598

Sold-To: Address

504 S Main St, Yorkville, IL, 60560, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Nancy Villa	6305534171	0018573775

Bill-To: Address

504 S Main St, Yorkville, IL, 60560, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Nancy Villa	6305534171	0018573775	nvilla@kendallcountyil.gov

Ship-To: Address

Multi-Location

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
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PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	Ship to Yorkville, IL MailCenter
1	1FWX	15lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSD	145/70 LPM Speed
1	AZBG	Black Graphics Upgrade
1	CAABL	Basic Cost Acctg for SP MailCenter
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBB	MailCenter 2000
1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low

1	MW90007	Drop Stacker
1	MW92705	MailCenter 15in Display
1	SJM2	SoftGuard - 2000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)
1	SYTOL3	Activation for SP Auto, SP P Series
1	SENDPROMAILCENTER	Ship to Yorkville, IL MailCenter
1	1FWX	15lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSD	145/70 LPM Speed
1	AZBG	Black Graphics Upgrade
1	CAABL	Basic Cost Acctg for SP MailCenter
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBB	MailCenter 2000
1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low
1	MW90007	Drop Stacker
1	MW92705	MailCenter 15in Display
1	SJM2	SoftGuard - 2000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)
1	SYTOL3	Activation for SP Auto, SP P Series
1	SHIPPING360	Ship to Yorkville, IL Shipping 360
1	1E53	SP100 Network SendKit
1	ALMSP360	ALM Support for SP360 Cost Accounts
1	DATARETAIN-SND0	Data Retain Sending 0

1	OVERAGEVOL1	Overage Volume Band 1 - \$0.15 Per Piece
1	PS-PRO-B	PS Pro - 100 Transactions Per Month
1	PTK3	Meter Integration
1	PTKHV	PitneyShip MailCenter Integration
1	PTNY-ANALYTICS	PitneyAnalytics
2	SL-ENV-CFW1	PB #10 Gumd Wht Cert Full Wndw Secr Env
	SSS4	Implementation Half Day Rate - Solutions
	SSSD	Implementation Day Rate
	SSSD	Implementation Day Rate
1	STDSLA	Standard SLA-Equipment Service Agreement (for Shipping 360)
1	SYAD31	Analytics 360 Tier A
1	SYMOL3	Activation for DM30x-DM40x, SP C Series
1	SHIPPING360ADDON	Ship to Yorkville, IL Shipping 360 - PitneyShip Pro Add-on
1	1E53	SP100 Network SendKit
2	SL-ENV-CFW1	PB #10 Gumd Wht Cert Full Wndw Secr Env
	SSSD	Implementation Day Rate
1	STDSLA	Standard SLA-Equipment Service Agreement (for Shipping 360 - PitneyShip Pro Add-on)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 987.43	\$ 2,962.29

\*Does not include any applicable sales, use, or property taxes which will be billed separately.  
 If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- ☐ Tax Exempt Certificate Attached
 ☐ Tax Exempt Certificate Not Required
- ☐ Purchase Power<sup>®</sup> transaction fees included
 ☒ Purchase Power<sup>®</sup> transaction fees extra

**Your Signature Below**

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at [https://www.naspovaluepoint.org/search/?term=pitney+bowes&page\\_ref=contractors](https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors). Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; 23-510CPOGS-CPOGS-R-143571  
State/Entity's Contract#

\_\_\_\_\_  
Lessee Signature  
  
\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Pitney Bowes Signature  
  
\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

**Sales Information**

Keelan Alberts	keelan.alberts@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 8/20/2024  
**Subject:** Intergovernmental Agreement with Millbrook  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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### **Action Requested:**

Approval of an Intergovernmental Agreement between the Village of Millbrook and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Comprehensive Plan, Subdivision Control, and Stormwater Management within the Jurisdiction of the Village of Millbrook for a Term of Four (4) Years in the Amount of \$1.00 Annually Plus Associated Costs Paid by the Village of Millbrook to the County of Kendall

### **Previous Board/Committee Review:**

Committee of the Whole-Forward on August 15, 2024

### **Fiscal impact:**

N/A

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### **Background and Discussion:**

The intergovernmental agreement between Kendall County and the Village of Millbrook expires in August.

Since August 2023, approximately ten (10) inspections have occurred in Millbrook and there was one (1) minor amendment to a special use permit inside Millbrook at the Yogi Bear Campground.

The proposal increases the term of the contract from one (1) year to four (4) years as noted in Paragraph 8. Millbrook's annual payment to the County would remain the same as noted in Paragraph 3. The thirty (30) day early termination option would also remain unchanged as noted in Paragraph 9.

The Village of Millbrook approved the Agreement at their meeting on July 23, 2024.

### **Staff Recommendation:**

Approval

### **Attachments:**

Proposed Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MILLBROOK  
AND THE COUNTY OF KENDALL

THIS AGREEMENT, made this \_\_\_\_ day of August, 2024 by and between the VILLAGE OF MILLBROOK, a body corporate and politic, and the COUNTY OF KENDALL, a body corporate and politic, WITNESSETH:

WHEREAS, the Village of Millbrook was incorporated by act of the voters on November 5<sup>th</sup>, 2002, and

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

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

WHEREAS, the Village of Millbrook adopted a Comprehensive Plan on August 22, 2009, and

WHEREAS, all the property located within the described boundaries of the Village of Millbrook have been heretofore subject to the building and zoning codes of the County of Kendall, and to the County Flood Plain, Soil Erosion and Stormwater Management Ordinances, and

WHEREAS, the parties desire to continue that relationship,

NOW, THEREFORE, it is hereby agreed as follows:

- 1) The above recitals are incorporated by reference as if fully set forth herein.
- 2) That the Village of Millbrook has by ordinance duly adopted the Zoning Ordinance of the County of Kendall, the Building Code of the County of Kendall, the Comprehensive Plan of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, the Countywide Stormwater Management Ordinances as its own and further agrees that any subsequent text amendments to said ordinances and plans as may be adopted by Kendall County from time to time shall be adopted and incorporated by the Village of Millbrook as its own.
- 3) That for the consideration of \$1 annually the receipt and sufficiency of which is hereby acknowledged, the County of Kendall agrees to continue administering the County Ordinances for the Village of Millbrook as described in Paragraph (2) above and in accordance with the procedures



attached hereto as Exhibit A and incorporated herein by reference all of which have been duly adopted by the Village of Millbrook, and apply them to all properties located within the municipal boundaries of the Village of Millbrook.

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

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

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

7) Kendall County shall maintain auto liability coverage for all County owned vehicles used by the County to perform its obligations pursuant to this Agreement. However, the Village of Millbrook shall pay the full cost of the deductible incurred by the County for any auto insurance claims arising out of or related to the County's performance of its obligations pursuant to this Agreement.

8) That this Agreement shall be for a term of four (4) years, commencing on the date of

execution hereof, subject to renewal by the parties at least 30 days before the expiration date, said renewal to be in writing.

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

10) 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.

11) 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.

12) The County of Kendall and the Village of Millbrook 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.

13) 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.

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

Kendall County Administrator  
111 West Fox Street  
Yorkville, Illinois 60560

Village of Millbrook  
PO Box 51  
Millbrook, Illinois 60536

VILLAGE OF MILLBROOK

COUNTY OF KENDALL

BY: \_\_\_\_\_  
Village President- Jackie Kowalski

BY: \_\_\_\_\_  
Chairman of Kendall County Board

ATTEST: \_\_\_\_\_  
Village Clerk

ATTEST: \_\_\_\_\_  
Kendall County Clerk

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

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

## **1. Pre-Application Meeting:**

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

## **2. Filing of an Application:**

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

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

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

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

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

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

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

- t.) Following review and recommendation by the ZBA, PBZ staff will forward to the appropriate Village Board a report summarizing all of the recommendations and actions taken by each of the review and recommending bodies along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- u.) Along with the report, PBZ staff will prepare a draft ordinance approving the requested map amendment or Special Use for action by the Village Board. The summary report and draft ordinance in addition to a copy of the minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
- v.) In the event a related annexation hearing is required, the Clerk shall coordinate with the applicant to insure proper notice has been supplied and shall be responsible for the preparation and posting of Board's Agenda.
- w.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- x.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

#### 4. Review and Processing of Preliminary and Final Subdivision Plats:

- a.) Preliminary and/or Final Plats, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County's ZPAC Committee, representatives from the affected municipality will be invited to participate as sitting members of the committee.
- b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
- c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the ZPAC members and the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.

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

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

5. Review and Processing of Zoning Variance:

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



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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Illinois Municipal League Risk Management Association c/o Cannon Cochran Management Services, Inc. Towne Centre Building 2 East Main Street Danville, IL 61832	<b>CONTACT NAME:</b> Julia Reynolds <b>PHONE (A/C, No, Ext):</b> (217) 444-1199 <b>FAX (A/C, No):</b> (217) 477-6799 <b>E-MAIL ADDRESS:</b> jreynolds@cchmsi.com
<b>INSURED</b> VILLAGE OF MILLBROOK ATTN: STEVE MOELLER PO BOX 51 MILLBROOK IL 60536-0051	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Illinois Municipal League Risk Management Association INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				1/1/2024	1/1/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$				1/1/2024	1/1/2025	EACH OCCURRENCE \$ <b>7,000,000</b> AGGREGATE \$ <b>16,000,000</b>
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A		1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>3,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>3,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>3,000,000</b>
A	<b>PROP / IM / APD</b>				1/1/2024	1/1/2025	per occurrence <b>250,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
COUNTY OF KENDALL, ITS MEMBERS, REPRESENTATIVES, OFFICERS, AGENTS AND EMPLOYEES, ADDITIONAL INSURED ONLY AS RESPECTS TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MILLBROOK AND THE COUNTY OF KENDALL. COVERAGE DOES NOT APPLY TO BI/PD CAUSED BY SOLE NEGLIGENCE OF ADDITIONAL INSURED.

<b>CERTIFICATE HOLDER</b> COUNTY OF KENDALL, ITS MEMBERS, REPRESENTATIVES, OFFICERS, AGENTS AND EMPLOYEES	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED RE
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**ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION**

**ENDORSEMENT #56  
GENERAL PURPOSE ENDORSEMENT  
ADDITIONAL COVERED PARTIES  
COVERAGE ENDORSEMENT**

Member: VILLAGE OF MILLBROOK

Agreement No. [REDACTED]

Effective Date: 01/01/2024 - 01/01/2025

Named Additional Protected Party or Entity: ***COUNTY OF KENDALL, ITS MEMBERS, REPRESENTATIVES, OFFICERS, AGENTS AND EMPLOYEES***

Name of Protected Subject Matter: **INTERGOVERNMENTAL AGREEMENT**

With Respect to Contract or Agreement Titled (if applicable): **INTERGOVERNMENTAL AGREEMENT**

Protection extends to the additional protected party or entity, and its employees, and agents.

**COVERAGE EXTENSION.** The coverages afforded by forms RMA L, RMA 1, RMA 2, RMA 4, RMA 5, and RMA 6, including all terms, conditions, limitations, exclusions and provisions contained therein, are extended to include the coverage afforded hereunder subject to the following additional limitations:

A. The coverage provided to the additional protected party or entity applies only to “bodily injury”, “property damage”, “personal injury”, “advertising injury”, or “wrongful act”, but only with respect to liability for “bodily injury”, “property damage”, “personal injury” and “advertising injury” or “wrongful act” caused, in whole or in part, by:

The negligent acts or omissions of the Member, its employees, elected or appointed officials, volunteers, service contractors, or consultants engaged or authorized by the Member to act on its behalf, in the performance of the Member’s ongoing operations while acting on behalf of the above-mentioned subject matter.

Coverage does not apply to “bodily injury” or “property damage” if the acts or omissions of the Member or those acting on behalf of the Member in conjunction with the above-mentioned subject matter did not directly cause the “occurrence”, “wrongful act” or other incident that results in a claim against the additional protected party or entity.

The coverage provided to the additional protected party or entity is subject to all other terms, conditions, and exclusions of the Association’s coverage grant(s).

B. However, regardless of the provisions of paragraph A above:

1. The Association will not extend any coverage to any additional protected party or entity:

- a. That is not provided to the Member in the underlying coverage grant;
  - b. That is any broader coverage than the Member is required to provide to the additional protected party or entity in any written contract or written agreement;
- and

2. The Association will not provide limits of coverage to any additional protected party or entity that exceed the lower of::

- a. \$1,000,000 per occurrence and \$1,000,000 annual aggregate; or
- b. The limits of coverage the Member is required to provide in any written contract or written agreement.

All other terms, conditions, limitations, exclusions and provisions of forms RMA L, RMA 1, RMA 2, RMA 4, RMA 5, and RMA 6 remain unchanged.

**COUNTY FISCAL YEAR 2025**

**ANNUAL PROBATION PLAN SIGNATORIES**

**DIRECTOR OF COURT SERVICES OR CHIEF PROBATION OFFICER**

As Director of Court Services/Chief Probation Officer of the 23rd Judicial Circuit Probation Department serving Kendall County, I hereby submit this County Fiscal Year 2024 Annual Probation Plan. I certify that the information in this plan is true and correct to the best of my knowledge. I further certify that my department will comply with all standards, policies and regulations established by the Supreme Court under provisions of the Probation and Probation Officers Act (730 ILCS 110), and acknowledge that compliance is subject to monitoring, auditing, and qualitative review by staff of the Administrative Office of the Illinois Courts.



Dated: 8-14-24

Director of Court Services/

Chief Probation Officer

**CHIEF CIRCUIT JUDGE**

As Chief Judge of the 23rd Judicial Circuit, I hereby certify that I have reviewed and approve the County Fiscal Year 2024 Annual Probation Plan submitted by the Judicial Circuit Probation/Court Services Department serving Kendall County/Counties.

\_\_\_\_\_

Dated: \_\_\_\_\_

Chief Circuit Judge

**COUNTY BOARD CHAIRPERSON/  
PRESIDENT OF THE COUNTY BOARD**

As Chairperson/President of the County Board of Kendall County, I hereby acknowledge the County Fiscal Year 2024 Annual Probation Plan submitted by the 23rd Judicial Circuit Probation Department serving Kendall County. I understand that submission of the Annual Probation Plan and compliance with the provisions of the Probation and Probation Officers Act (730 ILCS 110) are conditions of state reimbursement.

\_\_\_\_\_  
Chairperson/President  
County Board

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name

# Twenty-Third Judicial Circuit Court

## Kendall County Department of Probation and Court Services

### CFY2025 Annual Plan

The Probation and Court Services Annual Probation Plan, as referenced in the Illinois statutes [730 ILCS 110/15(6)], requires probation and court services departments "have on file with the Supreme Court an annual probation plan for continuing, improved, and new Probation and Court Services Programs approved by the Supreme Court or its designee. This plan shall indicate the manner in which Probation and Court Services will be delivered and improved, consistent with the minimum standards and regulations for Probation and Court Services, as established by the Supreme Court...The annual probation plan shall seek to generally improve the quality of probation services and to reduce the commitment of adult and juvenile offenders to the Department of Corrections..."

The purpose of the Probation and Court Services Annual Probation Plan is to provide a road map for ongoing organizational development for probation and court services departments across the state. The AOIC believes better planning leads to better outcomes as evidenced by the development of the Judicial Branch Operational Strategic Plan and the AOIC Probation Services Division Strategic Plan. Traditionally, strategic planning has four or more elements built upon a mission/vision statement and a department's core values to drive long-term goals. In that spirit, the Organizational Development section of the Probation and Court Services Annual Plan will focus on elements of a strategic plan.

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**Director/CMO First Name**

Alice

**Director/CMO Last Name**

Elliott

Consider the following and select "yes" or "no" for each: Have documents changed since last year? Is the department making a request? If an area is changed from the previous CFY Annual Probation Plan, the department will need to submit documentation as part of the current CFY Annual Probation Plan. Only check yes to areas that are applicable to your annual plan. Checking "yes" will result in additional questions being populated in the survey and those questions will need to be fully addressed for the plan to be considered complete. A "1" indicates the choice was selected.

Please ensure that all documents which need to be submitted for review are uploaded to the applicable Secure Drive folder

Field	Yes	No
Salary Shortfall	1	0
New/Revised Compact Fee Administrative Order	0	1
New/Revised Compensation Standards	0	1
Variance to the Compensation Standards	0	1
Salary Increase	1	0
Range Adjustments	1	0
Variance to AOIC Caseworks Standards	0	1
Variance to Operational Standards	0	1
Performance Appraisal	0	1
Organizational Structure	1	0
Reorganization Request	0	1
New/Updated Policies & Procedures	1	0
New/Updated Interstate Compact Policies & Procedures	0	1
Justice Stakeholder List	1	0
Justice Stakeholder Meeting Involvement	1	0
Quality Assurance Process Policy and Procedure	0	1



## Organizational Plan Review

Please enter the goals as shown in the **previous** annual plan cycle on the Organizational Plan Worksheet and indicate the status of the goal.

Goal 1	Status
Probation Casework Standard- Timeframes- KCCS probation officers will complete the intake process (orientation, assessment feedback) within established timeframes per AOIC Contact Standards (50%-60 days, 75%-75 days, 100% 90 days ) Excluding extenuating Circumstances	In Progress
Goal 2	Status
Operational Standards- Data Management- KCCS will implement the new Data Sets as established by AOIC for Problem Solving Courts, Probation and Pretrial and will ensure accurate reporting of AOIC via the established portal	In Progress
Goal 3	Status
Operational Standard- Training- KCCS will have established Orientation/Onboarding training plan in place for all positions within the department as well as annual training plans for all existing staff. The purpose of this goals is to ensure employees received consistent and thorough training to carry out the objectives of their positions and allow officers to grow in their professional development.	Discontinued
Goal 4	Status
Along with other justice partners (police, providers, judicial stakeholders), KCCS will develop a Juvenile Justice Continuum of Intervention to provide effective service delivery to justice involved youth at all levels of involvement being conscious of trauma and clients ability to pay for services.	Discontinued
Goal 5	Status
Probation Casework Standards- Supervision Strategies- KCCS will coach and train all active casework officers in the use of CCP during their daily interactions to a level of proficiency	Completed

**In the previous question, it was indicated that one or more goals for the previous plan year were not completed. Please explain what work is needed to complete unfinished goal(s) or why it was discontinued.**

Goal 1- Intake Timeframes within Standards- There has been significant progress with well over 50% being completed within 60 days, and more than 75 % completed within 75 days. However, when it goes beyond 90 days, it is extensively long. This continues to be a goal and focus this year is in identification of patterns of non compliance. A report was created to help supervisors identify how their officers are doing with the expectation to develop an individual plan to address this with each officer.

Goal 2- Data Management- We are still reliant on Tracker and Tyler coordination to achieve this goal. We are intending to start staging our data (demographic and drug testing) with Tracker in September. Also in September, we will implement a google form on tablets for clients to complete client survey information for direct import into our case management system. This will ensure accurate data is received from the beginning. Another objective is to address the closing client survey with staff as it s not being completed with any level of consistency.

Goal 3- Training- While we did ensure all staff satisfied their training hours per standards annual training plans for each staff have not been created. While many positions have onboarding training plans, not all positions have them at present. Due to ever changing needs for training exists, it was decided the better approach would be to individualize the training for each position when a vacancy occurs. There is a main master copy of training for each position which is used to develop the training. This has already been created. Also, COOP appears to be working on establishing annual training for positions. Therefore, this goal is being discontinued as it is a duplication of AOIC's work.- Discontinued

Goal 4- Development of Continuum of Intervention for Juvenile Justice - This goal was not achieved due to lack of interest and consensus from stakeholders. Further, this goal is being developed through the Juvenile Justice Council and this Director is involved with that process. This will come off our department's goals but work toward achieving it will continue as part of the Juvenile Justice Planning Committee of the Juvenile Justice Council.

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## Organizational Plan

Organizational Plan: The purpose of this section is to identify the organization's goals for the full implementation and maintenance of the Administrative Office of the Illinois Courts Probation Caseworks; Operational; Hiring, Promotion and Compensation Standards. This section also provides a structured opportunity for departments to request assistance from the AOIC by building this information into their plans for the following year. This also helps the AOIC to identify statewide issues, needs, and trends for response prioritization and resource allocation. The following questions will build your plan for the coming year.

---

### Goal 1 Upcoming Year

**What area of the Statute, Standard, or program development is addressed with your first goal?**

Evidence Based Practices support or implementation

**Please provide the first goal for the coming fiscal year.**

All Line staff have been trained in CCP and supervisors have been trained in coaching. Staff have been submitting tapes and observations for feedback with many staff have been deemed proficient in multiple skills. Line staff that do not have an active caseload (Pretrial, Investigations, Administrative, PSW, etc) are struggling to find opportunities to utilize CCP bridging during their interactions. Those with active caseloads are not utilizing consistently when not being taped with any level of consistency. KCCS supervisors will develop individualized plans for each officer to ensure they are implementing CCP effectively with their respective caseloads and create opportunities for staff to practice in a safe environment.

**Please list the specific Evidence-Based Practice(s) cited in the question above.**

N/A

**Please provide an explanation of "other" as indicated above.**

N/A

Please list the objectives, or steps, responsible parties, and goal dates that will lead to the attainment of this goal.

Objective 1		Responsible Parties	Completion Date Target
Director will coordinate with AOIC to schedule a CCP Implementation review for the purpose of receiving feedback so a plan can be developed for full implementation with fidelity.		AOIC, Director	10-30-24
Objective 2		Responsible Parties	Completion Date Target
Supervisors will identify staff that are not utilizing CCP skills during their interactions with clients and develop an individual plan to ensure they are properly trained and can demonstrate effective use of the skill.		Supervisors	12-01-24
Objective 3		Responsible Parties	Completion Date Target
Supervisors will provide consistent feedback across all units ensuring feedback includes areas to improve. Director will review one of their feedback tapes and feedback sheets one time per quarter to provide feedback and ensure consistency in feedback across units.		Director	4-01-25
Objective 4	Responsible Parties	Completion Date Target	
N/A	N/A	N/A	
Objective 5	Responsible Parties	Completion Date Target	
N/A	N/A	N/A	
Objective 6	Responsible Parties	Target Completion Date	
N/A	N/A	N/A	

<b>Objective 7</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 8</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 9</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 10</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 11</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 12</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A

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## Goal 2

### Upcoming Year

Note: this section will only be completed if the department indicates that it has a second goal.

**Please provide the next goal for the coming fiscal year.**

KCCS probation officers have made significant progress with completing all intakes within timeframes as established by Casework Standards and departmental policy. The cases that exceed 90 days are going well beyond the 90 day time frame and resulting in cases unclassified for extended periods of time. The goal is to have only extenuating circumstances that are well document to exceed 90 days.

**Please list the specific Evidence-Based Practice(s) cited in the question above.**

N/A

**Please provide an explanation of "other" as indicated above.**

N/A

**Please list the specific Evidence-Based Practice(s) cited in the question above.**

N/A

**Please list the objectives, or steps, responsible parties, and goal dates that will lead to the attainment of this goal.**

Objective 1	Responsible Parties	Target Completion Date
Each officer will be provided a list of intakes they completed each month and the time frame to complete. A format for reporting this to them will be created.	Supervisor	12-01-24
Objective 2	Responsible Parties	Target Completion Date

Supervisors shall work with officers individually to develop a plan to address cases that go beyond the time frames.

Supervisor

12-01-24

Objective 3	Responsible Parties	Target Completion Date
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Data entry practices will be reviewed to ensure cases are being recorded correctly in Tracker (active vs admin) to ensure we are only review the correct files.

Director

12-01-24

Objective 4	Responsible Parties	Target Completion Date
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N/A

N/A

N/A

Objective 5	Responsible Parties	Target Completion Date
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N/A

N/A

N/A

Objective 6	Responsible Parties	Target Completion Date
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N/A

N/A

N/A

Objective 7	Responsible Parties	Target Completion Date
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N/A

N/A

N/A

Objective 8	Responsible Parties	Target Completion Date
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N/A

N/A

N/A

Objective 9	Responsible Parties	Target Completion Date
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N/A

N/A

N/A

<b>Objective 10</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 11</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 12</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A

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### Goal 3

#### Upcoming Year

Note: this section will only be completed if the department indicates that it has a third goal.

**Please provide the next goal for the coming fiscal year.**

The need for proper assessment and services for mental health, substance abuse, domestic violence and sex offender populations is needed. While we can offer a list of agencies for clients to access, the quality of those programs are unknown and there are long waiting lists. It is a goal to establish a preferred provider list of agencies and services that have been vetted and determined to provide quality services while also contracting for service delivery for select programs and assessments.

**What area of the Statute or Standard is addressed with your goal?**

Evidence-Based Practices support or implementation

**Please list the specific Evidence-Based Practice(s) cited in the question above.**

N/A

**Please provide an explanation of "other" as indicated above.**

N/A

**Please list the objectives, or steps, responsible parties, and goal dates that will lead to the attainment of this goal.**

Objective 1	Responsible Parties	Target Completion Date
Establish a contract with Northern Illinois University to have a psychology doctoral student to provide testing and services to our clientele in house	Director	04-01-25
Objective 2	Responsible Parties	Target Completion Date

Establish an agreement with Aurora University to accept MSW interns to provide clinical mental health assessments and services while clients wait for a soft hand off to community based agencies

Director

01-01-25

**Objective 3**

**Responsible Parties**

**Target Completion Date**

Establish a criteria list of vetting preferred providers for various agencies and create MOU's to ensure they will adhere to best practices and provide progress reports to the court inline with our needs.

Director

01-01-25

**Objective 4**

**Responsible Parties**

**Target Completion Date**

Coordinate with stakeholders regarding preferred provider list and educate them on the progress reports and recommendations from those agencies

Director

01-01-25

**Objective 5**

**Responsible Parties**

**Target Completion Date**

N/A

N/A

N/A

**Objective 6**

**Responsible Parties**

**Target Completion Date**

N/A

N/A

N/A

**Objective 7**

**Responsible Parties**

**Target Completion Date**

N/A

N/A

N/A

**Objective 8**

**Responsible Parties**

**Target Completion Date**

N/A

N/A

N/A

<b>Objective 9</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 10</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 11</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 12</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A

**Goal 4**  
**Upcoming Year**

Note: this section will only be completed if the department indicates it has a fourth goal.

**Please provide the next goal for the coming fiscal year.**

N/A

**What area of the Statute, Standard, or program development is addressed with your first goal?**

N/A

**Please list the specific Evidence-Based Practice(s) cited in the question above.**

N/A

**Please provide an explanation of "other" as indicated above.**

N/A

**Please list the objectives, or steps, responsible parties, and goal dates that will lead to the attainment of this goal.**

Objective 1	Responsible Parties	Target Completion Date
N/A	N/A	N/A
Objective 2	Responsible Parties	Target Completion Date
N/A	N/A	N/A
Objective 3	Responsible Parties	Target Completion Date
N/A	N/A	N/A
Objective 4	Responsible Parties	Target Completion Date

N/A                      N/A                      N/A

Objective 5	Responsible Parties	Target Completion Date
N/A	N/A	N/A

Objective 6	Responsible Parties	Target Completion Date
N/A	N/A	N/A

Objective 7	Responsible Parties	Target Completion Date
N/A	N/A	N/A

Objective 8	Responsible Parties	Target Completion Date
N/A	N/A	N/A

Objective 9	Responsible Parties	Target Completion Date
N/A	N/A	N/A

Objective 10	Responsible Parties	Target Completion Date
N/A	N/A	N/A

Objective 11	Responsible Parties	Target Completion Date
N/A	N/A	N/A

Objective 12	Responsible Parties	Target Completion Date
N/A	N/A	N/A

## Goal 5

### Upcoming Year

Note: this section will only be completed if the department indicates that it has a fifth goal.

**Please provide the next goal for the coming fiscal year.**

N/A

**What area of the Statute, Standard, or program development is addressed with your first goal?**

N/A

**Please list the specific Evidence-Based Practice(s) cited in the question above.**

N/A

**Please provide an explanation of "other" as indicated above.**

N/A

**Please list the objectives, or steps, responsible parties, and goal dates that will lead to the attainment of this goal.**

Objective 1	Responsible Parties	Target Completion Date
N/A	N/A	N/A
Objective 2	Responsible Parties	Target Completion Date
N/A	N/A	N/A
Objective 3	Responsible Parties	Target Completion Date
N/A	N/A	N/A
Objective 4	Responsible Parties	Target Completion Date

N/A	N/A	N/A
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<b>Objective 5</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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<b>Objective 6</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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<b>Objective 7</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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<b>Objective 8</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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<b>Objective 9</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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<b>Objective 10</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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<b>Objective 11</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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<b>Objective 12</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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## Goal 6

### Upcoming Year

Note: this section will only be completed if the department indicates that it has a sixth goal.

**Please provide the next goal for the coming fiscal year.**

N/A

**What area of the Statute, Standard, or program development is addressed with your first goal?**

N/A

**Please list the specific Evidence-Based Practice(s) cited in the question above.**

N/A

**Please provide an explanation of "other" as indicated above.**

N/A

**Please list the objectives, or steps, responsible parties, and goal dates that will lead to the attainment of this goal.**

<b>Objective 1</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 2</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 3</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 4</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A



<b>Objective 5</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 6</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 7</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 8</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 9</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 10</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 11</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 12</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A

## Goal 7

### Upcoming Year

Note: this section will only be completed if the department indicates that it has a seventh goal.

**Please provide the next goal for the coming fiscal year.**

N/A

**What area of the Statute, Standard, or program development is addressed with your first goal? -  
Selected Choice**

N/A

**Please list the specific Evidence-Based Practice(s) cited in the question above.**

N/A

**Please provide an explanation of "other" as indicated above.**

N/A

Please list the objectives, or steps, responsible parties, and goal dates that will lead to the attainment of this goal.

<b>Objective 1</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 2</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
N/A	N/A	N/A
<b>Objective 3</b>	<b>Responsible Parties</b>	<b>Target Completion Dates</b>
N/A	N/A	N/A
<b>Objective 4</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>

N/A	N/A	N/A
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<b>Objective 5</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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<b>Objective 6</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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<b>Objective 7</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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<b>Objective 8</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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<b>Objective 9</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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<b>Objective 10</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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<b>Objective 11</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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<b>Objective 12 -</b>	<b>Responsible Parties</b>	<b>Target Completion Date</b>
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N/A	N/A	N/A
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## Operational Review

This section will only be completed by departments that have received their Operational Review and Report.

**Has the department received an Operational Review from the Administrative Office of the Illinois Courts within the last three State Fiscal years?**

No

**When was the department's most recent Operational Review. (month and year)**

N/A

**Did the Operational or Casework Review report contain requirements for your department?**

N/A

**Select the related statute or standard upon which the identified requirement(s) is based. (Select all that apply)**

N/A

**Please describe the issue identified in 999 Other Statute or Standard**

N/A

---

**Does the current Organizational Plan incorporate the requirements listed in the Operational Review for 3.1 referral process and case assignment (and related sub-sections)?**

N/A

**Please explain how the requirements regarding 3.1 referral process and case assignment (and related sub-sections) were resolved or why they are not addressed in the current plan.**

N/A

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**Does the current Organizational Plan incorporate the requirements listed in the Operational Review for 3.2 Orientation (and related sub-sections)?**

N/A

**Please explain how the requirements regarding 3.2 Orientation (and related sub-sections) were resolved or why they are not addressed in the current plan.**

N/A

---

**Does the current Organizational Plan incorporate the requirements listed in the Operational Review for 3.3 Assessment (and related sub-sections)?**

N/A

**Please explain how the requirements regarding 3.3 Assessment (and related sub-sections) were resolved or why they are not addressed in the current plan.**

N/A

**Does the current Organizational Plan incorporate the requirements listed in the Operational Review for 4.1 Feedback (and related sub-sections)?**

N/A

**Please explain how the requirements regarding 4.1 Feedback (and related sub-sections) were resolved or why they are not addressed in the current plan.**

N/A

---

**Does the current Organizational Plan incorporate the requirements listed in the Operational Review for 4.2 Timeframe (and related sub-sections)?**

N/A

**Please explain how the requirements regarding 4.2 Timeframe (and related sub-sections) were resolved or why they are not addressed in the current plan.**

N/A

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**Does the current Organizational Plan incorporate the requirements listed in the Operational Review for 4.3 Case Planning (and related sub-sections)?**

N/A

**Please explain how the requirements regarding 4.3 Case Planning (and related sub-sections) were resolved or why they are not addressed in the current plan.**

N/A

---

**Does the current Organizational Plan incorporate the requirements listed in the Operational Review for 4.4 Supervision Strategies (and related sub-sections)?**

N/A

**Please explain how the requirements regarding 4.4 Supervision Strategies (and related sub-sections) were resolved or why they are not addressed in the current plan.**

N/A

---

**Does the current Organizational Plan incorporate the requirements listed in the Operational Review for 4.5 Case Termination (and related sub-sections)?**

N/A

**Please explain how the requirements regarding 4.5 Case Termination (and related subsections) were resolved or why they are not addressed in the current plan.**

N/A

---

**Does the current Organizational Plan incorporate the requirements listed in the Operational Review for 999 Other Statute and Standard?**

N/A

**Please explain how the requirements regarding 999 Other Statute and Standard were resolved or why they are not addressed in the current plan.**

N/A

**Did the Operational Review report contain recommendations for your department?**

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N/A

**Please identify the issue(s) captured above and explain this barrier to implementation in more detail, along with any plans to address or remediate the issue(s) cited.**

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N/A

**Does your current Organizational Plan incorporate the recommendations listed in the Operational Review report?**

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N/A

**Please explain how the listed recommendations were resolved or why they are not incorporated into the current Organizational Plan.**

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N/A

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## Probation Casework Standards

This section will only be completed by departments that have **not** received their Operational Review or Report.

**What areas of the AOIC Probation Casework Standards have been implemented by your department?**

3.1 REFERRAL PROCESS AND CASE ASSIGNMENT (and related sub-sections), 3.2 ORIENTATION (and related sub-sections), 3.3 ASSESSMENT (and related sub-sections), 4.1 FEEDBACK (and related sub-sections), 4.2 TIMEFRAME (and related sub-sections), 4.3 CASE PLANNING (and related sub-sections), 4.4 SUPERVISION STRATEGIES (and related sub-sections), 4.5 CASE TERMINATION (and related sub-sections)

**What barriers exist to fully implement Probation Casework Standards? (Select all that apply)**

N/A

**Please identify the issue(s) captured above and explain this barrier to implementation in more detail, along with any plans to address or remediate the issue(s) cited.**

N/A

**What is needed by your department to fully implement the Probation Casework Standards? (Select all that apply)**

N/A

**Please identify the need(s) captured above and explain what is needed to facilitate implementation in more detail, along with any plans to address or remediate the issue(s) cited.**

N/A

## Annual Report

**The Department(s) complete a separate Annual Report for the County Board?**

No

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### Variance to Caseworks or Operational Standards

This section will be completed when a variance is selected on the "What's New" question.

**A variance to the Caseworks Standards is being requested for the following paragraphs of the Standard:**

N/A

**Please provide a detailed explanation to support the variance requested. If additional room is necessary, indicate that documentation is uploaded to the Department's Secure Folder in the Google Drive.**

N/A

**Please provide a timeline for which the variance is being requested. No permanent variances will be granted.**

N/A

---

**A variance to the Operational Standards is being requested, please indicate below the section of the standard that is requested to be waived.**

N/A

**Please provide below a detailed explanation to support the variance requested. If additional room is necessary, indicate that documentation is uploaded to the Department's Secure Folder in the Google Drive.**

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N/A

**Please provide a timeline for which the variance is being requested. No permanent variances will be granted.**

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N/A

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## **New or Updated Policy**

This section will be completed when New or Updated Policy is selected on the "What's New" question.

**A new or updated policy is in need of review and approval, please indicate the policy that is being uploaded for review and approval. Ensure that updated policies contain highlights and strikethroughs in order to be accepted for review. - Selected Choice**

Anti-Opioid Program/Narcan/Naloxone, Operational Policies

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## **Fiscal Resource Management**

This section will be completed when issues regarding Fiscal Resource Management is selected on the "What's New" question.

**Salary Shortfall [730 ILCS 110/15.1(h)]: Monies will be used from the Probation and Court Services Fund for salary shortfall. Please indicate the amount of Salary Shortfall being requested.**

20,654.00

---

## **Variance to Compensation Plan**

This section will be completed when Variance to Compensation Plan is selected on the "What's New" question.

**Compensation Standard: A variance is being requested, please designate below what aspect of the compensation standard is requested to be waived. (select all that apply) - Selected Choice**

N/A

**Compensation Standard: Provide at least one rationale for the variance.**

N/A

**Please explain the rationale for the variance request in further detail.**

---

N/A

---

### Salary Increase

This section will be completed when Salary Increase is selected on the "What's New" question

Will there be salary increases for non-exempt or exempt staff? A "1" indicates that this class of employee are eligible to receive a salary increase.

Class	Choice Count
Exempt - Management Staff	1
Non-Exempt - Line Staff	1

---

### Salary Increase for Non-Exempt Staff

This section will be completed when Salary Increase for Non-Exempt Staff is selected above.

Position/Classification	Percentage	Dollar Amount
Probation Officer	3.5	N/A
Position/Classification	Percentage	Dollar Amount
Probation Officer- Special Programs	3.5	N/A
Position/Classification	Percentage	Dollar Amount
N/A	N/A	N/A
Position/Classification	Percentage	Dollar Amount
Director	3.5	N/A
Position/Classification	Percentage	Dollar Amount
N/A	N/A	N/A
Position/Classification	Percentage	Dollar Amount
N/A	N/A	N/A
Position/Classification	Percentage	Dollar Amount
N/A	N/A	N/A
Position/Classification	Percentage	Dollar Amount
N/A	N/A	N/A
Position/Classification	Percentage	Dollar Amount
N/A	N/A	N/A
Position/Classification	Percentage	Dollar Amount
N/A	N/A	N/A
Position/Classification	Percentage	Dollar Amount
N/A	N/A	N/A

N/A

N/A

N/A

**Position/Classification****Percentage****Dollar Amount**

N/A

N/A

N/A

**Position/Classification****Percentage****Dollar Amount**

N/A

N/A

N/A

**Position/Classification****Percentage****Dollar Amount**

N/A

N/A

N/A

**Position/Classification****Percentage****Dollar Amount**

N/A

N/A

N/A

**Position/Classification****Percentage****Dollar Amount**

N/A

N/A

N/A

**Position/Classification****Percentage****Dollar Amount**

N/A

N/A

N/A

**Position/Classification****Percentage****Dollar Amount**

N/A

N/A

N/A

**Non-Exempt: Which of the following factors are associated with this increase? Please explain "other" in the box below. - Selected Choice**

Union Negotiated Increases

**Please explain "Other" as selected above.**

N/A

---



## Salary Increases for Exempt Staff

This section will be completed when Salary Increase for Exempt Staff is selected above.

Position/Classification	Percentage	Dollar Amount
Supervisor	3.5	N/A

Position/Classification	Percentage	Dollar Amount
Director	3.5	N/A

Position/Classification	Percentage	Dollar Amount
N/A	N/A	N/A

Position/Classification	Percentage	Dollar Amount
N/A	N/A	N/A

Position/Classification	Percentage	Dollar Amount
N/A	N/A	N/A

Position/Classification	Percentage	Dollar Amount
N/A	N/A	N/A

Position/Classification	Percentage	Dollar Amount
N/A	N/A	N/A

**Exempt: Which of the following factors are associated with the increase? Please explain "other" in the box below.**

COLA, Performance

**Please explain "Other" as selected above.**

N/A

---

## Salary Range Adjustment

This section will be completed when Salary Range Adjustment is selected above.

Position/Classification	Percentage	Dollar Amount	Exempt/Non-Exempt
All	3.5	N/A	N/A

Position/Classification	Percentage	Dollar Amount	Exempt/Non-Exempt
N/A	N/A	N/A	N/A

Position/Classification	Percentage	Dollar Amount	Exempt/Non-Exempt
N/A	N/A	N/A	N/A

Position/Classification	Percentage	Dollar Amount	Exempt/Non-Exempt
N/A	N/A	N/A	N/A

Position/Classification	Percentage	Dollar Amount	Exempt/Non-Exempt
N/A	N/A	N/A	N/A

Position/Classification	Percentage	Dollar Amount	Exempt/Non-Exempt
N/A	N/A	N/A	N/A

Position/Classification	Percentage	Dollar Amount	Exempt/Non-Exempt
N/A	N/A	N/A	N/A

Position/Classification	Percentage	Dollar Amount	Exempt/Non-Exempt
N/A	N/A	N/A	N/A

<b>Position/Classification</b>	<b>Percentage</b>	<b>Dollar Amount</b>	<b>Exempt/Non-Exempt</b>
N/A	N/A	N/A	N/A

<b>Position/Classification</b>	<b>Percentage</b>	<b>Dollar Amount</b>	<b>Exempt/Non-Exempt</b>
N/A	N/A	N/A	N/A

<b>Position/Classification</b>	<b>Percentage</b>	<b>Dollar Amount</b>	<b>Exempt/Non-Exempt</b>
N/A	N/A	N/A	N/A

<b>Position/Classification</b>	<b>Percentage</b>	<b>Dollar Amount</b>	<b>Exempt/Non-Exempt</b>
N/A	N/A	N/A	N/A

<b>Position/Classification</b>	<b>Percentage</b>	<b>Dollar Amount</b>	<b>Exempt/Non-Exempt</b>
N/A	N/A	N/A	N/A

<b>Position/Classification</b>	<b>Percentage</b>	<b>Dollar Amount</b>	<b>Exempt/Non-Exempt</b>
N/A	N/A	N/A	N/A

<b>Position/Classification</b>	<b>Percentage</b>	<b>Dollar Amount</b>	<b>Exempt/Non-Exempt</b>
N/A	N/A	N/A	N/A

<b>Position/Classification</b>	<b>Percentage</b>	<b>Dollar Amount</b>	<b>Exempt/Non-Exempt</b>
N/A	N/A	N/A	N/A

<b>Position/Classification</b>	<b>Percentage</b>	<b>Dollar Amount</b>	<b>Exempt/Non-Exempt</b>
N/A	N/A	N/A	N/A

Position/Classification	Percentage	Dollar Amount	Exempt/Non-Exempt
N/A	N/A	N/A	N/A

**Provide below the rationale to support the needed adjustment and why the ranges were adjusted by the indicated amount.**

AOIC standards allow for a 30% to 70% range, Long term employees are meeting the top of the range

**Please explain how the issue cited above establishes the need for an adjustment to the salary range(s). For "other" also please identify the issue established and accompanying rationale. Additionally, please indicate whether existing staff will receive an adjustment, in the form of a compression increase, due to the requested range adjustment.**

The 3.5% increase changes the starting salary and our longest term employee has hit the top of the pay scale.

## Collective Bargaining Agreement [730 ILCS 110/15(4)]

A "1" indicates that the corresponding choice has been selected.

Field	Choice Count
Yes	1
No	0
In Negotiation	0

**If the collective bargaining agreement is under negotiation, what is the expected completion date for the collective bargaining agreement.**

N/A

## Performance Management: Quality Assurance

This section will be completed when Performance Management: Quality Assurance is selected on the "What's New" question

**Please indicate what Quality Assurance Policy and Procedures are currently in place and utilized within the department.**

Quality Assurance Policy and Procedure beyond Core Correctional Practices

## Reorganization

This section will be completed when Reorganization is selected on the "What's New" question

**If a reorganization request is submitted, select factors below that are driving the need for a reorganization.**

---

N/A

**Please provide the rationale to support the need for reorganization: Cite specific statutes, standards, case load, program development, and/or fiscal issues driving the need for change within your jurisdiction.**

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N/A

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## **Interstate Compact Policies and Procedure**

This section will be completed when Interstate Compact Policies and Procedure is selected on the "What's New" question

**Indicate which of the following Interstate Compact Policies and Procedures have been updated.**

N/A

## **Collaboration (730 ILCS 110): Justice System Stakeholder Involvement**

This section will be completed when Reorganization is selected on the "What's New" question

**What is the department's role and involvement in justice stakeholder meetings?**

While Justice Stakeholder Meetings are infrequent, as the Director of Court Services, I attend to report out on the status of new initiatives within our office, or to trouble shoot issues that may arise. The Director of Court Services remains as the secretary and Board Member of the Kendall County Juvenile Justice Council. Additionally, the Juvenile Supervisor serves as a committee member of the Interagency Committee of the Juvenile Justice Committee and one of the juvenile probation officers is on the scholarship committee of the Juvenile Justice Council. The Special Program Supervisor sits as Co Chair of the Family Violence Coordinating Council Multi Disciplinary Committee for Kendall County.

## **Rights of Crime Victims [730 ILCS 110/15(6)(d)]**

**How does the department support the rights of crime victims? (Select all that apply)**

State's Attorney has a victim's advocate on staff

**Please provide details on "Other" as selected above.**

N/A



**Describe how the requirements of the statute are implemented regarding crime victim rights and how the department coordinates that support with other criminal justice agencies within the jurisdiction.**

When it comes to notification of the need for a safety plan, probation will coordinate with the State's Attorney's Office or the Sheriff's Office if the victim has a Bischoff Transponder. Notification to the victim of court dates remain a State's Attorney responsibility through their Victim Witness Coordinator.

---

Thank you for taking the time to complete the Probation and Court Services Annual Plan. Once completed, an email containing your responses will be sent to the email address that was provided. Please download these responses and provide to the chief judge for approval.

I certify that I have completed the Annual Plan survey and will upload my Attachments and Signature Page to the designated Google Drive folder under the Annual Plan section. (Select all that apply). A "1" indicates that the associated document was selected.

Field	Choice Count
Signature Page	1
Probation Fee Budget	0
Organizational Chart	1
Salary Range Worksheet	1
Revised Policies highlighted and struck through	1
ICAOS-ICJ Policies	0
Shortfall Worksheet	1
Applicable Addendums	0
Collective Bargaining Agreement	1
Quality Assurance Plan	0
Compensation Standard	1
Variance Request/Documentation if Applicable	0
Performance Appraisal	0
Reorganizational Request if applicable	0
Justice Stakeholder List	0
COPE Approved Training Hours are in Relias	1
Code of Conduct	0

Signature Page and Addendum(s) to follow

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# 2025 Probation Services Fee Expenditure Proposal | Probation Kendall County | Circuit 23

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## Department Information

**First Name:** Alice

**Last Name:** Elliott

**Email Address:** aelliott@kendallcountyil.gov

**Organization:** Probation

**Are Probation Fees used for this Department?**

Are Probation Fees used for this  
department?

---

Yes

## Source of Funding

### Source of Funding - Probation Fees Fund

<b>Probation Fee Fund</b>	<b>Sum</b>
Balance at Start of Fiscal	574,732.00
Funding/Income	121,500.00
Department Fringe Benefits	0.00
IGA (Inter-Governmental Agreement) Revenue	20,000.00
Other Receivables	0.00

### Source of Funding - Probation Operations Fees

No data found - your filters may be too exclusive!

## Department Operations & Personnel

<b>Department Fiscal Operations Proposed Spending</b>	<b>Sum</b>
Bonuses	0.00
Contingency	0.00
Department Fringe Benefits - (FICA, Worker's Compensation, Unemployment, IMRF, Medical, Dental, and Life Insurance)	0.00
Longevity	0.00
Merit	0.00
Overtime	0.00
Personnel Payouts	0.00
Reimbursements to Staff	0.00
Salaries	0.00
Salary Shortfall	20,654.00
Tuition Reimbursement	0.00
OTHER - Salary	10,500.00

<b>Department Operations Proposed Spending</b>	<b>Sum</b>
Advertising	0.00
Applicant & Employee Psychological Testing/Evaluations	0.00
Auto Expenses	0.00
Boilers	0.00
Building Rent/Mortgage/Bond	0.00
Capital Expenses	0.00
Car Communication Systems	0.00
Case Management System Development (e.g., implementing, building compliance with data requirements)	10,000.00
Case Management License (e.g., new software)	0.00
Case Management Services (e.g., maintaining)	20,000.00
Cell Phone Chargers	0.00
Chairs	0.00
Computer Hardware (e.g., laptops, printers)	10,000.00
Computer Software (e.g., MS Office, Adobe Suite, Video conferencing)	0.00
Computer Video Equipment	0.00
Conducted Energy Devices (CEDs)	0.00
COVID Expenses - (e.g., cleaning)	0.00
COVID Testing	0.00
Desks	0.00
Destruction of Records Service	1,500.00
Document Shredding	0.00
Dues	3,000.00
Electric	0.00
Employee Drug Testing	0.00
Equipment Maintenance (identify type of "equipment")	0.00
Equipment Rentals	0.00
Firearm Ammunition	0.00
Firearms	0.00
Gas - Auto	0.00
Gas - Building	0.00
Hotspot/Wi-Fi Services	0.00

Icemaker	0.00
Improvements to Buildings	0.00
Ink	0.00
IT Support Contract	0.00
Job Posting/Hiring Ad	0.00
Kitchen Appliances	0.00
Laundry Services	0.00
Laundry & Cleaning Supplies	0.00
Maintenance/Cleaning Staff Salaries & Benefits	0.00
Medical Waste Disposal	0.00
Memberships (e.g., IPCSA)	0.00
Microfilming	0.00
Notary Services	0.00
Office Cleaning/Custodial Services	0.00
Office Copier/Printer/Scanner	0.00
Office Copier/Printer/Scanner Lease	0.00
Office Copier/Printer/Scanner Maintenance	0.00
Officer Safety Equipment	6,000.00
Office Supplies	1,500.00
Officer Uniforms	0.00
Oil changes	0.00
Oleoresin Capsicum: Pepper Spray	0.00
Operation Service Contracts	0.00
Paper	0.00
Pens	0.00
Phones - Cell	0.00
Phones - Landline	0.00
Police Radios	0.00
Postage	0.00
Printing/Duplication	0.00
Printer Toner	0.00
Property & Employee Liability Insurance	0.00
Public/Community Service Supplies	1,200.00

Publications, Printing, & Binding	0.00
Record/File Storage	0.00
Reimbursements to Other Probation Department(s)	0.00
Roofs	0.00
Security Computer & Video Equipment	0.00
Stamps	0.00
Subscriptions (e.g., journals, news papers)	0.00
Tracker Contract	0.00
Training - (accommodation reimbursements)	23,000.00
Training - (mileage)	0.00
Training - (per diem)	0.00
Training - (registration)	10,000.00
Travel Expenses - (accommodation reimbursements)	0.00
Travel Expenses - (home visits mileage)	0.00
Travel Expenses - (per diem)	0.00
Travel Expenses - (work meetings mileage)	0.00
Utilities	0.00
Vehicle Lease	0.00
Vehicle Maintenance	0.00
Vehicle Purchase	0.00
Vests	0.00
Waste Disposal & Recycling	0.00
Water - Building	0.00
Water - Coolers / Bottled	0.00
Water Heaters	0.00
Web-cams	0.00
Work Release	0.00
Other Operations	-
Other Expenditures	10,000.00

## Services

<b>ClientServices Proposed Spending</b>	<b>Sum</b>
Alcohol Testing	0.00
Alcohol Treatment	0.00
ASL - Language	2,000.00
Bus Fare / Tokens (Incentives)	0.00
Bus Fare / Tokens - Non-Incentive	0.00
Cash (Incentives)	0.00
Client Birth Records	0.00
Client Records	0.00
Cognitive Programming & Supplies	1,000.00
Cognitive Programming	0.00
Cognitive Supplies	0.00
Community Service Supervision Contract	0.00
Contracted Services	2,000.00
COVID-19 Testing	0.00
Drug/Alcohol Testing	15,000.00
Drug/Alcohol Treatment	0.00
Drug Testing	0.00
Drug Treatment	0.00
DVI Assessments	1,000.00
Educational Programs & Supplies	200.00
Educational Programs	0.00
Educational Supplies	0.00
Electronic Monitoring/GPS	20,000.00
Employment Services	0.00
Food - Non-Incentive	0.00
Food/Snacks/Candy (Incentives)	0.00
Foreign Language Interpreters	0.00
Foster Care Placement	0.00
Gloves - Medical	0.00



Good-time Credit (Incentives)	0.00
GPS Equipment	0.00
Graduation Ceremony	0.00
Group Counseling Services	3,000.00
Hospital Miscellaneous	0.00
Incentives	5,000.00
In County Detention	0.00
Individual Counseling Services	0.00
Individual & Group Counseling Services	8,600.00
Inpatient Alcohol Treatment	0.00
Inpatient Drug Treatment	0.00
IPPC Sex Offender Contract	0.00
JSOP - Counseling	0.00
Language Access Services	0.00
Legal Notice(s)	0.00
LexisNexis Contract	0.00
Medical Miscellaneous	0.00
Medications/Prescriptions	0.00
Medical Supplies	0.00
Medical Treatment	0.00
Medical Waste Disposal	0.00
Movie Tickets (Incentives)	0.00
Other Detention Cost	0.00
Out of County Detention	0.00
Outpatient Alcohol Treatment	0.00
Outpatient Drug Treatment	2,000.00
Oxford Housing	0.00
Polygraph Testing	2,000.00
Prescriptions	0.00
Project Stipends	0.00
Psychological Evaluations	0.00
Psychological Testing/Evaluations	40,000.00
Psychological Testing	0.00

Psychological Treatment	0.00
Public/Community Service Supervision Contract	0.00
Public Service Supervision Contract	0.00
RANT Assessments	0.00
Redeploy Programming	0.00
Residential Facilities	0.00
Residential Placement	0.00
Risk Assessment	0.00
Salaries - (Contracted specific to client/resident services)	0.00
Shipping - Alc/Drug Tests	0.00
SNAP Contracts	0.00
STD Testing	0.00
Television (Incentives)	0.00
Text Message Appointment Reminders	0.00
Track Phones (Incentives)	0.00
Track Phone Minutes (Incentives)	0.00
Transportation	5,000.00
Treatment Services	0.00
Vaccines	0.00
Water Coolers / Water	0.00
Water Dyes - Alc/Drug Testing	0.00
Other Contracts	5,000.00
Other Services	2,000.00

## "Other" Expenses

<b>"Other" Expenses Proposed Spending</b>	<b>Sum</b>
Chief Judge	0.00
Juror Fees	0.00
Lawyer	0.00
Legal Notice(s)	0.00
Statute Updates	0.00
Security Services	0.00
Witness Fees	0.00
"Other" Expenses	0.00

How Expenses Are Covered | Department Personnel

**Department Fringe Benefits**

No data found - your filters may be too exclusive!

**Department Salaries**

No data found - your filters may be too exclusive!

**Other Salary**

Funding Source	Sum
Probation Fees Fund	10,500.00
Probation Operation Fees Fund	0.00

**Overtime**

No data found - your filters may be too exclusive!

**Personnel Payouts**

No data found - your filters may be too exclusive!

## Salary Shortfall

Funding Source	Sum
Probation Fees Fund	20,654.00
Probation Operation Fees Fund	0.00

## How Expenses Are Covered | Services

### In County Detention

No data found - your filters may be too exclusive!

### Out of County Detention

No data found - your filters may be too exclusive!

### Other Detention Costs

No data found - your filters may be too exclusive!

### Cognitive Programming & Supplies

Funding Source	Sum
Probation Fees Fund	1,000.00
Probation Operation Fees Fund	0.00

### Contracted Services

Funding Source	Sum
----------------	-----

Probation Fees Fund	2,000.00
Probation Operation Fees Fund	0.00

**Drug/Alcohol Testing**

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	15,000.00
Probation Operation Fees Fund	0.00

**Alcohol/Drug Treatment**

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	2,000.00
Probation Operation Fees Fund	0.00

**Educational Programs & Supplies**

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	200.00
Probation Operation Fees Fund	0.00

**Electronic Monitoring/GPS**

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	20,000.00
Probation Operation Fees Fund	0.00

**Employment Services**

No data found - your filters may be too exclusive!

**Incentives**

Funding Source	Sum
Probation Fees Fund	5,000.00
Probation Operation Fees Fund	0.00



### Group & Individual Counseling Services

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	11,600.00
Probation Operation Fees Fund	0.00

### Language Access Services

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	2,000.00
Probation Operation Fees Fund	0.00

### Medical & Health Related Expenses

No data found - your filters may be too exclusive!

### Psychological Testing & Evaluations

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	41,000.00
Probation Operation Fees Fund	0.00

### Public/Community Service Supervision Contract

No data found - your filters may be too exclusive!

### Polygraph Testing

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	2,000.00

Probation Operation Fees Fund	0.00
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**Residential Placement**

No data found - your filters may be too exclusive!

**Transportation**

Funding Source	Sum
Probation Fees Fund	5,000.00
Probation Operation Fees Fund	0.00

**Other Contracts**

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	5,000.00
Probation Operation Fees Fund	0.00

**Other Services**

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	2,000.00
Probation Operation Fees Fund	0.00

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## How Expenses Are Covered | Department Operations

**Auto Expenses**

No data found - your filters may be too exclusive!

**Building Rent/Mortgage/Bond**

No data found - your filters may be too exclusive!

**Case Management System**

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	30,000.00
Probation Operation Fees Fund	0.00

### Technology Expenses

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	10,000.00
Probation Operation Fees Fund	0.00

### Employee Drug Testing

No data found - your filters may be too exclusive!

### Laundry & Cleaning Services

No data found - your filters may be too exclusive!

### Maintenance/Cleaning Staff Salaries & Benefits

No data found - your filters may be too exclusive!

### Memberships, Dues, Subscriptions

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	3,000.00
Probation Operation Fees Fund	0.00

### Office Supplies

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	1,500.00
Probation Operation Fees Fund	0.00

## Safety Equipment

Funding Source	Sum
Probation Fees Fund	6,000.00
Probation Operation Fees Fund	0.00

## Officer Uniforms

No data found - your filters may be too exclusive!

## Operation Service Contracts

No data found - your filters may be too exclusive!

## Applicant & Employee Psychological Testing/Evaluations

No data found - your filters may be too exclusive!

## Work Release/Public/Community Service Supplies

Funding Source	Sum
Probation Fees Fund	1,200.00
Probation Operation Fees Fund	0.00

## Training

Funding Source	Sum
Probation Fees Fund	33,000.00
Probation Operation Fees Fund	0.00

**Travel Expenses**

No data found - your filters may be too exclusive!

**Utilities**

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	1,500.00
Probation Operation Fees Fund	0.00

**Capital Expenses**

No data found - your filters may be too exclusive!

**Reimbursement to Other Department/Funding Source**

No data found - your filters may be too exclusive!

**Other Operations**

No data found - your filters may be too exclusive!

**Other Expenditures**

<b>Funding Source</b>	<b>Sum</b>
Probation Fees Fund	10,000.00
Probation Operation Fees Fund	0.00

## How Expenses Are Covered | "Other" Expenses

### "Other" Expenses

No data found - your filters may be too exclusive!

# KENDALL COUNTY SHERIFF'S OFFICE

## MONTH-END REPORT



JULY

2024

Submitted by: Sheriff Dwight A. Baird



**OPERATIONS DIVISION**

<b>POLICE SERVICES</b>	<b>July-22</b>	<b>July-23</b>	<b>June-24</b>	<b>July-24</b>
Calls for Service	823	813	790	862
Police Reports	362	357	363	381
Total Arrests	125	142	147	157
Ordinance Citations Issued	0	4	0	0

<b>TRAFFIC SERVICES</b>				
Traffic Contacts	513	725	599	1,017
Traffic Citations Issued	251	448	261	682
DUI Arrests	12	6	12	5

<b>TRAFFIC CRASH INVESTIGATIONS</b>				
Property Damage	24	30	34	44
Personal Injury	10	9	9	2
Fatalities	0	0	1	0
<b>TOTAL CRASH INVESTIGATIONS</b>	<b>34</b>	<b>39</b>	<b>44</b>	<b>46</b>

<b>VEHICLE USAGE</b>				
Total Miles Driven by Sheriff's Office	55,542	51,723	62,578	71,724
Vehicle Maintenance Expenditures	\$3,047	\$6,521	\$8,315	\$10,673
Fuel Expenditures	\$18,261	\$14,739	\$16,340	\$20,814
Fuel Gallons Purchased	3,736	4,187	4,539	5,320
Squad Damage Reports	1	0	1	0

<b>AUXILIARY DEPUTIES</b>				
Ride-A-Long Hours	0	0	0	0
Auxiliary Hours	50	85	88	100
<b>TOTAL AUXILIARY HOURS</b>	<b>50</b>	<b>85</b>	<b>88</b>	<b>100</b>

<b>EVIDENCE/PROPERTY ROOM</b>				
New Items into Property Room	100	101	131	96
Disposal Orders Processed	16	36	3	33
Items Disposed Of	108	109	187	60
Items Sent to Crime Lab for Processing	18	10	4	8

<b>INVESTIGATIONS/COPS ACTIVITIES</b>				
Total Assigned Cases (Patrol/Invest)	26	29	26	21
Total Closed Cases (Patrol/Invest)	29	18	28	18
Total Open Cases (Patrol/Invest)	80	112	99	104
Community Policing Meetings/Presentations	30	24	26	27

<b>Sex Offender / Violent Offenders Against Youth Registrations</b>				
Sex Offender Registrations	12	10	13	20
Sex Offender - Address Verifications Completed	0	1	0	10
Sex Offender - Address Verification Attempted	0	5	0	35
Total # of Sex Offenders- Jurisdiction	28	34	34	35
Total # of Sex Offenders- Entire County	83	86	88	84
Violent Offenders Against Youth Registrations	2	6	4	2
VOAY - Address Verification Completed	0	1	0	2
VOAY - Address Verification Attempted	0	1	0	6
Total # of VOAY- Jurisdiction	8	7	6	7
Total # of VOAY- Entire County	22	23	25	26

**RECORDS DIVISION**

<b>SHERIFF SALES</b>	<b>July-22</b>	<b>July-23</b>	<b>June-24</b>	<b>July-24</b>
Sales Scheduled	10	19	17	7
Sales Cancelled	6	10	12	4
Sales Conducted	4	9	5	3

**CIVIL PAPERWORK**

Papers Filed/Received	157	166	185	178
Papers Served/Executed	115	115	143	131

**ORDERS OF PROTECTION**

OP Received	10	19	19	19
OP Prohibiting Firearms	6	10	2	0
OP Served	4	9	13	23

**REPLEVINS/LEVY**

Replevin/Levy Scheduled	0	0	0	0
Replevin/Levy Conducted	0	0	0	0

**SA, SUBPOENA & FOIA REQUESTS**

Electronic and Recording Copy Requests	74	68	60	60
Body/Dash Cam Requests	na	na	na	30
Accident Reports	31	9	10	11
Background Checks	19	29	45	22
Reports	59	73	108	74
Subpoenas	4	3	1	1
<b>TOTAL REQUESTS</b>	<b>187</b>	<b>182</b>	<b>224</b>	<b>198</b>

**WARRANTS**

Total Warrants on File	1,721	1,435	1,049	1,076
New Warrants Issued	121	131	103	152
Total Warrants Served	114	115	126	111
Warrants Quashed	9	27	93	14

**EVICCTIONS**

Evictions Scheduled for Month	7	6	13	10
Evictions Cancelled	1	3	5	2
Evictions Conducted	6	3	8	8

**FEES**

Civil Process Fees	\$4,503	\$6,279	\$6,667	\$6,800
Sheriff Sales Fees	\$1,034	\$5,100	\$3,000	\$1,500
Records Fees/Fingerprinting	\$95	\$180	\$455	\$275
Bond Processing Fees	\$1,725	\$4,943	\$872	\$890
<b>TOTAL FEES COLLECTED</b>	<b>\$7,357</b>	<b>\$16,502</b>	<b>\$10,994</b>	<b>\$9,465</b>

**CORRECTIONS DIVISION****JAIL POPULATION**

New Intake Bookings	207	215	215	200
Inmates Released	186	213	203	207
Federal Inmate ADP	54	15	8	8
Kendall County Inmate ADP	71	63	44	40
Other Jurisdictions Inmate ADP	15	4	4	16
Average Daily Population	140	82	56	64
ADP of inmates housed in other Jurisdictions		8	5	4

<b>JAIL MEALS</b>	<b>July-22</b>	<b>July-23</b>	<b>June-24</b>	<b>July-24</b>
Number of Meals Prepared Consolidated/Aramark	12,599	7,651	5,240	6,028
Price Per Meal	\$1.39	\$3.07	\$3.08	\$3.08

#### **INMATE TRANSPORTS**

To and From Kendall County Courthouse	46	37	42	41
Other County Court Transports	2	4	2	1
Out of County Prisoner Pickups	8	8	30	17
To I.D.O.C	1	2	0	4
Medical/Dental Transports	9	4	7	7
Court ordered medical transports	0	0	2	1
Juvenile To and From Youth Homes/Courts	9	2	5	6
Federal Transports	11	8	2	4
To and From Kane County Jail		8	6	10
<b>TOTAL INMATE TRANSPORTS</b>	<b>86</b>	<b>73</b>	<b>96</b>	<b>91</b>

#### **INMATE WORK CREWS**

Number of Inmates	4	0	1	0
Number of Locations	1	0	1	0
Total Hours Worked	7	0	2	0

#### **REVENUE**

Amount Invoiced for Inmates Housed for Other Juris.	\$23,100	\$2,325	\$0	\$27,450
Amount Invoiced for Federal Housing	\$131,680	\$36,720	\$22,080	\$22,264
Amount Invoiced for Federal Court Transport	\$1,946	\$1,912	\$1,204	\$1,742
Amount Invoiced for Federal Medical Transport	\$20,862	\$619	\$0	\$0
<b>TOTAL INVOICED</b>	<b>\$177,589</b>	<b>\$41,577</b>	<b>\$23,284</b>	<b>\$51,456</b>

#### **MEDICAL BILLING**

Medical Contractual Services	\$20,809	\$20,046	\$1,230	\$43,833
Prescriptions	\$6,068	\$1,302	\$1,186	\$1,190
Medical	\$709	\$300	\$83	\$30
Dental	\$0	\$0	\$415	\$893
Emergency Medical Services	\$73	\$0	\$0	\$235
Medical Supplies	\$512	\$139	\$123	\$431
<b>TOTAL MEDICAL BILLING</b>	<b>\$28,172</b>	<b>\$21,787</b>	<b>\$3,038</b>	<b>\$46,611</b>

#### **Housing Expense**

Kane County Jail		\$16,800	\$0	\$5,100
<b>TOTAL HOUSING EXPENSE</b>		<b>\$16,800</b>	<b>\$0</b>	<b>\$5,100</b>

#### **COURT SECURITY**

Entries	9,171	10,376	9,932	11,483
Items X-rayed	3,708	4,283	3,921	4,340
Bond Call - In Person	10	10	124	106
Bond Call - Video	35	52	1	0
Kendall Prisoners	50	80	31	42
Other Prisoners	4	20	21	15
Arrests made at Courthouse	20	36	10	13
Contraband Refused	31	56	46	59

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**ELECTRONIC HOME MONITORING**

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TOTAL DEFENDANTS ORDERED TO EHM	July-22	July-23	June-24	July-24
Juvenile	3	6	3	7
Adult	61	77	66	63
<b>TOTAL PARTICIPANTS</b>	<b>64</b>	<b>77</b>	<b>69</b>	<b>70</b>

**Orders**

Presentenced	63	70	61	64
Bischof	31	31	28	28
Post Sentenced	1	7	8	6

**Days Defendants Served on EHM**

Juvenile	76	132	53	88
Adult	1,740	2,099	1,777	1,853
<b>TOTAL DAYS</b>	<b>1,816</b>	<b>2,231</b>	<b>1,830</b>	<b>1,941</b>

**EHM VIOLATIONS**

Juvenile	0	0	0	0
Adult	27	2	9	6
<b>TOTAL VIOLATIONS</b>	<b>27</b>	<b>2</b>	<b>9</b>	

**COST vs. COLLECTIONS**

Cost	\$4,776	\$5,868	\$4,813	\$5,105
Collected	\$2,555	\$2,681	\$29,523	\$3,166

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**KCSO TRAINING**

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**CORRECTIONS DIVISION****NATURE OF TRAINING**

BLS CPR Certification				14
FBI LEEDA SLI				28
Gangs 2				1
Identity Protection Act				0.25
LEADS LTFA				4
LEADS Re-Cert				3
Lexipol DTB's				20.25
NEOgov Harassment				1
Objective Jail Classification				24
Policy 315				1
PREA Overview				2
Security & Privacy LEADS				4.5
Sexual Harassment Prevention Corrections				23
Suicide Prevention in Jails				24
<b>TOTAL HOURS</b>	<b>73.00</b>	<b>93.00</b>	<b>235.50</b>	<b>150.00</b>

OPERATIONS DIVISION		July-22	July-23	June-24	July-24
NATURE OF TRAINING					
Annual Mandatory Firearms Quals					19.5
Annual Shotgun Qual					7.5
CGSI: High Risk Vehicle Stop/Takedown, Hostage Rescue					16
CourtSmart					14.5
FBI LEEDA SLI					84
From Crime Scene to Lab					8
Law Enforcement Use of Force Review					8
Lexipol DTB's					21
Mobile Device Forensics for Investigators					24
Off Duty Qual					7
Rapid Response					262.5
Rifle Qual					7.5
Roll Call Training					6
	TOTAL HOURS	553.00	487.00	562.25	485.50
COURT SECURITY		July-22	July-23	June-24	July-24
NATURE OF TRAINING					
Annual Mandatory Firearms Quals					3.5
CourtSmart					2.5
Lexipol DTB's					3.75
Off Duty Qual					1
Policy Review					6
Rifle Qual					1.5
Sexual Harassment Prevention-Corrections					5
Suicide Prevention in Jails					5
	TOTAL HOURS	46.00	20.00	17.00	28.25
ADMINISTRATION DIVISION		July-22	July-23	June-24	July-24
NATURE OF TRAINING					
CourtSmart					0.5
FBI LEEDA SLI					28
Start Where You Are: Establishing/Growing Your Social Media					1.5
	TOTAL HOURS	0.05	22.75	0.50	30.00
AUXILIARY		July-22	July-23	June-24	July-24
NATURE OF TRAINING					
Lexipol				1.25	1
Harassment Prevention for Illinois Employees					2
	TOTAL HOURS	0.00	0.00	1.25	3.00
PART TIMERS		July-22	July-23	June-24	July-24
NATURE OF TRAINING					
Annual Mandatory Firearms Qual					3.5
Annual Shotgun Quals					1.5
CourtSmart					2.5
Lexipol DTB's					4.5
Off-Duty Qual					1
Rapid Response					7
Rifle Qual					1.5
	TOTAL HOURS	15.00	6.00	23.50	21.50

<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>7/1/24-7/31/24</b>	<b>7/1/23-7/31/23</b>	<b>7/1/22-7/31/22</b>
<b>Line Item</b>	<b>Fund</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>
CLKFEE	County Clerk Fees	\$611.00	\$507.00	\$750.50
MARFEE	County Clerk Fees - Marriage License	\$1,710.00	\$1,500.00	\$2,100.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$35.00	\$10.00	\$35.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,700.00	\$1,458.00	\$2,034.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$225.00
MISINC	County Clerk Fees - Misc	\$66.55	\$54.00	\$177.00
	County Clerk Fees - Misc Total	\$4,122.55	\$3,529.00	\$5,321.50
RECFEE	County Clerk Fees - Recording	\$23,140.00	\$19,757.00	\$26,583.00
	Total County Clerk Fees	\$27,262.55	\$23,286.00	\$31,904.50
CTYREV	County Revenue	\$79,744.00	\$45,147.50	\$56,112.75
DCSTOR	Doc Storage	\$17,307.70	\$11,226.00	\$15,370.50
GISMAP	GIS Mapping	\$41,432.00	\$35,730.00	\$48,722.00
GISRCD	GIS Recording	\$6,481.75	\$2,382.00	\$3,248.00
INTRST	Interest	\$81.64	\$78.64	\$27.57
RECMIS	Recorder's Misc	\$3,542.75	\$1,029.00	\$3,675.50
RHSP	RHSP/Housing Surcharge	\$21,996.00	\$18,252.00	\$13,509.00
TAXCRT	Tax Certificate Fee	\$400.00	\$800.00	\$600.00
TAXFEE	Tax Sale Fees	\$15.00	\$0.00	\$0.00
PSTFEE	Postage Fees			
CK # 19900	To KC Treasurer	\$198,263.39	\$137,931.14	\$173,169.82
Death Certificate Surcharge sent from Clerk's office \$1024.00 ck # 19898				
Dom Viol Fund sent from Clerk's office \$285.00 ck 19899				

# 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 AS OF MONTH END 7/31/2024

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2024 YTD Actual</u>	<u>2024 YTD% %</u>	<u>2023 MTD Actual</u>	<u>2023 MTD %</u>
Personal Property Repl. Tax	\$915,000	\$517,874	56.60%	\$894,885	97.80%
State Income Tax	\$3,208,685	\$2,844,073	88.64%	\$2,625,539	83.12%
Local Use Tax	\$810,000	\$495,745	61.20%	\$543,322	71.49%
State Sales Tax	\$600,000	\$537,914	89.65%	\$395,001	60.77%
County Clerk Fees	\$350,000	\$161,453	46.13%	\$181,222	51.78%
Circuit Clerk Fees	\$1,000,000	\$859,454	85.95%	\$829,534	79.00%
Fines & Foreits/St Atty.	\$260,000	\$308,734	118.74%	\$261,121	104.45%
Building and Zoning	\$85,000	\$81,127	95.44%	\$67,669	84.59%
Interest Income	\$650,000	\$1,603,219	246.65%	\$827,142	1102.86%
Health Insurance - Empl. Ded.	\$1,644,361	\$901,323	54.81%	\$830,203	55.78%
1/4 Cent Sales Tax	\$3,280,000	\$2,331,616	71.09%	\$2,249,379	69.67%
County Real Estate Transf Tax	\$450,000	\$366,659	81.48%	\$297,285	66.06%
Federal Inmate Revenue	\$503,700	\$197,156	39.14%	\$243,120	41.63%
Sheriff Fees	\$107,250	\$84,694	78.97%	\$76,717	67.50%
<b>TOTALS</b>	<b>\$13,863,996</b>	<b>\$11,291,041</b>	<b>81.44%</b>	<b>\$10,322,139</b>	<b>78.47%</b>
<b>Public Safety Sales Tax</b>	<b>\$8,000,000</b>	<b>\$4,167,544</b>	<b>52.09%</b>	<b>\$3,983,945</b>	<b>53.12%</b>
<b>Transportation Sales Tax</b>	<b>\$8,000,000</b>	<b>\$4,167,544</b>	<b>52.09%</b>	<b>\$3,983,945</b>	<b>53.12%</b>
<b>**All FY2023 Accruals have been completed at this time. So these figures are where we currently stand for FY2024</b>					
<b>*Includes major revenue line items excluding real estate taxes which are to be collected later.</b>					
<b><u>EXPENDITURES</u></b>					
All General Fund Offices/Categories	<b>\$36,488,705</b>	<b>\$15,499,147</b>	<b>42.48%</b>	<b>\$15,237,160</b>	<b>149 47.92%</b>

**Office of the Kendall County Coroner**

**Monthly Report  
July 2024**

\* There were 8.0 hours of community service time served during the month of July..

No Report

Deaths Report to the M.E.		Deaths Investigations	
July 2024	28	July 2024	4
YTD	223	YTD	28

MEI Scene Investigations		Postmortem Examinations	
July 2024	6	July 2024	2
YTD	36	YTD	12

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
July 2024	26	1	0	0	0	1
YTD	205	10	6	0	1	1

Cremation Permits Issued	
July 2024	21
YTD	144



Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2024-0196	Natural	Dementia-Alzheimers	02-06-1930	07-01-2024	None	No
2024-0197	Natural	Neoplasm	12-10-1953	07-01-2024	None	No
2024-0198	Natural	Nervous System- Stroke	02-02-1949	07-02-2024	None	No
2024-0199	Natural	Dementia-Alzheimers	06-12-1937	07-09-2024	None	No
2024-0200	Natural	Hematologic Disorder	12-08-1937	07-10-2024	None	No
2024-0201	Natural	Neoplasm	04-25-1948	07-14-2024	None	No
2024-0202	Pending	Nonspecific Natural	09-07-1973	07-15-2024	Full	Yes
2024-0203	Natural	Nervous System	05-22-1990	07-15-2024	None	No
2024-0204	Natural	Cardiac-ASCVD-IHD	05-28-1954	07-15-2024	None	Yes
2024-0205	Natural	Hepatic/Liver Failure	05-23-1959	07-16-2024	None	Yes
2024-0206	Natural	Nervous System	12-02-1949	07-17-2024	None	Yes
2024-0207	Natural	Cardiac	05-20-1942	07-17-2024	None	No
2024-0208	Natural	Neoplasm	07-21-1942	07-17-2024	None	No
2024-0209	Natural	Nervous System	07-20-1944	07-17-2024	None	No
2024-0210	Natural	Dementia-Alzheimers	01-02-1952	07-18-2024	None	No
2024-0211	Natural	Nervous System	09-01-1946	07-19-2024	None	No
2024-0212	Natural	Dementia-Alzheimers	06-30-1940	07-21-2024	None	No
2024-0213	Accident	Drug Death-Mixed Drug Toxicity	04-22-1976	07-21-2024	Full	Yes
2024-0214	Natural	Dementia-Alzheimers	10-11-1924	07-22-2024	None	No
2024-0215	Natural	Neoplasm	07-11-1940	07-22-2024	None	No
2024-0216	Natural	Dementia-Alzheimers	09-19-1940	07-23-2024	None	No
2024-0217	Natural	Neoplasm	09-23-1956	07-23-2024	None	No
2024-0218	Natural	Neoplasm	04-13-1952	07-23-2024	None	No
2024-0219	Natural	Neoplasm	08-29-1969	07-24-2024	None	Yes
2024-0220	Natural	Undetermined/Other	03-15-2023	03-15-2023	None	No
2024-0221	Natural	Renal Disease	04-18-1974	07-30-2024	None	No
2024-0222	Natural	Neoplasm	10-24-1948	07-31-2024	None	No
2024-0223	Natural	Diabetes	05-28-1957	07-28-2024	None	No

# Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

## Emergency Management Report

**JULY 2024**

### ○ **KCEMA Operations**

- Looking at various software programs to monitor volunteer hours, callouts, and nuclear operations (drills and the real thing). The State of Illinois Radiological Emergency Preparedness (REP) program may pay for the subscription.
- Severe weather hit area on July 15<sup>th</sup>. KCEMA spent numerous hours storm spotting and damage assessment over three days.
- The new 2024 version of the Emergency Response Guide (ERG), detailing guidance on response to chemical emergencies, was distributed to Kendall County fire departments. These guides are provided by the State.

### ○ **CERT Classes**

- June and July KCEMA will host CERT training for the Sheriff's Youth Academy and Oswego. The Oswego classes will be for adults and delivered at the Oswego PD Community Room, one each week (evening) from July 9<sup>th</sup> through August 28th.

### ○ **Nuclear**

- Dosimetry exchange with the State. We have 3 dosimetry kits, one in the EOC, 1 in Platteville and 1 in Newark. All have been swapped out by the State and back in storage.
- A new REP manual for 2024 has been released. This supersedes the 2019 version. The REP manual is a guide for management of the Illinois Plan for Radiological Accidents (IPRA) checklist for each county.

### ○ **Festival Season**

- The UCP and in some cases, KCEMA volunteers, will be at various summer festivals in the coming months.
  - 07/04/24 – Yorkville Town Square Park
  - 07/07/24 – Swedish Days 150 Mile Bike Event
  - 07/25/24 – Sugar Grove Corn Boil

### ○ **Meetings/Training/Volunteers/Details**

- Amplifund Webinars on various topics and dates
- KCEMA Leadership Meetings
- Recovery/Resilience Monthly Learning Sessions
- Starcom/IPAWS Monthly Testing
- 07/15/24 – EMA Volunteer business meeting/training

To: Law, Justice and Legislation Committee Board Members  
 Kendall County Board  
 Kendall County, Illinois

From: Jason D. Majer, Kendall County Public Defender

KCBoard@kendallcountyil.gov  
 dgillette@kendallcountyil.gov

**MONTHLY REPORT OF NUMBER OF CASES ASSIGNED AND CLOSED FOR EACH PUBLIC DEFENDER**

**AS OF AUGUST 2024**

	<b><u>J. MAJER</u></b>	<b><u>C. WHEATON</u></b>	<b><u>K. GUSTAFSON</u></b>	<b><u>R.LANCILOTI</u></b>	<b><u>S. KIRST</u></b>	<b><u>S. HOLLMEYER</u></b>	<b><u>New Files</u></b>	<b><u>TOTAL</u></b>
<b>Criminal Felony:</b>	<b>164</b>	<b>219</b>	<b>257</b>			<b>5</b>	<b>93</b>	
Class M-	4	5						
Class X-	21	24	10			1		
Class 1-	17	29	16			1		
Class 2-	39	48	43			1		
Class 3-	21	46	67			1		
Class 4-	62	67	121		1	1		
<b>MX/SVP/Post C.:</b>	<b>1</b>	<b>1</b>						
<b>Criminal CM:</b>	<b>37</b>	<b>35</b>	<b>89</b>	<b>43</b>	<b>78</b>	<b>71</b>	<b>48</b>	
<b>Criminal DUI/DT:</b>	<b>17</b>	<b>3</b>	<b>9</b>	<b>33</b>	<b>31</b>	<b>23</b>	<b>23</b>	
<b>Criminal DV:</b>	<b>5</b>	<b>5</b>	<b>44</b>	<b>54</b>	<b>44</b>	<b>61</b>	<b>18</b>	
<b>Traffic Offenses (TR):</b>	<b>17</b>	<b>29</b>	<b>24</b>	<b>31</b>	<b>77</b>	<b>43</b>	<b>26</b>	
<b>Traffic Offenses (MT):</b>	<b>13</b>	<b>6</b>	<b>5</b>	<b>134</b>	<b>135</b>	<b>217</b>	<b>142</b>	
<b>Juvenile JA/Truancy JV:</b>			<b>7</b>		<b>54</b>	<b>46</b>	<b>17</b>	

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>J.DEETS</u>	<u>S. KIRST</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
<b>Juvenile JD:</b>			<b>3</b>	<b>20</b>	<b>58</b>	<b>20</b>	<b>16</b>	
Class X-					1			
Class 1-					2			
Class 2-					5			
Class 3-				5	15	5		
Class 4-				5	8	5		
CM-				10	27	10		
<b>Criminal Contempt:</b>								
<b>Civil Law/Other:</b>								
<b>Conditions Call Only:</b>							<b>24</b>	
Total Open/Aug-24:	<b>254</b>	<b>298</b>	<b>438</b>	<b>315</b>	<b>478</b>	<b>486</b>		<b>2,269</b>
Total Open/July-24:	<b>241</b>	<b>301</b>	<b>449</b>	<b>217</b>	<b>435</b>	<b>416</b>		<b>2,059</b>
Total Closed/July-24:	<b>69</b>	<b>95</b>	<b>56</b>		<b>56</b>	<b>58</b>		<b>334</b>
Total New Files-July-24:	<b>45</b>	<b>30</b>	<b>74</b>		<b>126</b>	<b>108</b>		<b>383</b>



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting

**Meeting Date:** 8/20/2024

**Subject:** Ordinance Authorizing the Acceptance of the Contract and By-Laws Document of the Intergovernmental Personnel Benefit Cooperative (IPBC) and Authorizing Membership in the IPBC by Kendall County, Illinois

**Prepared by:** Leslie Johnson, Human Resources Director

**Department:** Human Resources Department

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### **Action Requested:**

Approval of an Ordinance Authorizing the Acceptance of the Contract and By-Laws Document of the Intergovernmental Personnel Benefit Cooperative (IPBC) and Authorizing Membership in the IPBC by Kendall County, Illinois

### **Board/Committee Review:**

On August 5, 2024, the Human Resources & Insurance Committee voted to forward this item to the County Board for approval.

**Fiscal impact:** The premium costs will be included in the FY2025 budget.

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### **Background and Discussion:**

Attached is the final quote for Kendall County to join the Intergovernmental Personnel Benefit Cooperative's (IPBC) pool for medical, dental, vision, and life benefits from January 1, 2025, through December 31, 2025. Overall, the quote is a 2.6% reduction from Kendall County's current rates and a savings of \$166,401. To obtain these benefits for 2025 plan year, the Kendall County Board must first approve the attached Ordinance. Then, IPBC's service team would begin implementation after Kendall County's membership status is approved by IPBC's Executive Board on or about September 12, 2024.

### **Staff Recommendation:**

Approval of the Ordinance Authorizing the Acceptance of the Contract and By-Laws Document of the IPBC and Authorizing Membership in the IPBC by Kendall County.

### **Attachments:**

1. Final quote for medical, dental, vision, and life insurance received from the IPBC for 2025.
2. Ordinance Authorizing the Acceptance of the Contract and By-Laws Document of the IPBC and Authorizing Membership in the IPBC by Kendall County.
3. The Contract and By-Laws Document of the IPBC.



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USA

milliman.com

## MEMO

July 26, 2024

To: Dave Cook, IPBC Executive Director  
From: Barb Dewey, FSA, MAAA  
Jacob Sargent  
Susannah Gallup  
Re: **Quote for Kendall County**

This is an update to the draft quote provided on December 18, 2023. This quote is for Kendall County to join IPBC's pool for medical, dental, vision, and life benefits from January 1, 2025 through December 31, 2025.

Kendall County had 306 employees enrolled across five medical plans as of June 2024: 250 in four HSA-compatible high deductible health plans (HDHPs) on the PPO side, and 56 in one plan on the HMO side. Kendall County would be a Tier 3 member for the PPO under IPBC and a Tier 2 member for the HMO. Kendall County qualifies to stay with BCBSIL under its cooperative guidelines, so IPBC proposes no change to the plan designs reflected in Kendall County's recent renewal offer. These plan designs include required deductible increases for the HDHPs to remain HSA-compatible in 2025. We have included 0.39% savings in the overall PPO cost to reflect these deductible changes.

Kendall County currently has 380 employees enrolled in its fully insured dental benefit through BCBSIL. IPBC proposes continuing the current plan design as administrative services only (ASO) through Delta Dental.

Kendall County currently has 305 employees enrolled in its fully insured vision benefit through VSP. IPBC proposes a similar fully insured vision benefit through VSP.

Kendall County currently offers basic and supplemental life as well as AD&D benefits to its employees and retirees. IPBC proposes to offer the same benefits through Securian. The tables and exhibits include the basic benefits only, though supplemental life benefits are available through IPBC.

The IPBC proposed rate changes for calendar year 2025 over the current 2024 rates are summarized below.

PRODUCT	RATE CHANGE OVER CURRENT RATES
PPO	-4.0%
HMO	5.8%
<b>Subtotal Medical</b>	<b>-2.6%</b>
Life and AD&D	0.0%
Dental	1.3%
Vision	-29.0%
<b>Total</b>	<b>-2.6%</b>

**Proposed IPBC Rates**  
**January 1, 2025 to December 31, 2025**  
**Kendall County**  
**Exhibit 1 -- Current Premiums and Proposed IPBC Funding Rates**

			Current BCBS Renewal 1/1/2024 to 12/31/2024		IPBC - Current Plan Designs 1/1/2025 to 12/31/2025	
Medical: PPO	Rate Tier	Enrollment	Renewal Monthly Premium	Monthly Premium @ Renewal Rates	IPBC Monthly Funding Rates	Monthly Funding @ IPBC Rates
Current: HSA \$1,650	EE	124	\$1,086.09	\$134,675	\$1,042.42	\$129,260
Proposed: No Change	ES	17	\$2,005.80	\$34,099	\$1,925.15	\$32,727
	EC	23	\$1,924.36	\$44,260	\$1,846.98	\$42,481
	FAM	56	\$2,977.77	\$166,755	\$2,858.03	\$160,050
Current: HSA \$3,300	EE	4	\$977.49	\$3,910	\$937.44	\$3,750
Proposed: No Change	ES	4	\$1,805.23	\$7,221	\$1,731.26	\$6,925
	EC	0	\$1,731.93	\$0	\$1,660.96	\$0
	FAM	3	\$2,679.99	\$8,040	\$2,570.17	\$7,711
Current: BCO HSA \$1,650	EE	7	\$999.20	\$6,994	\$959.67	\$6,718
Proposed: No Change	ES	1	\$1,845.34	\$1,845	\$1,772.34	\$1,772
	EC	2	\$1,770.42	\$3,541	\$1,700.39	\$3,401
	FAM	6	\$2,739.55	\$16,437	\$2,631.18	\$15,787
Current: BCO HSA \$3,300	EE	0	\$879.74	\$0	\$843.65	\$0
Proposed: No Change	ES	1	\$1,624.70	\$1,625	\$1,558.04	\$1,558
	EC	0	\$1,558.74	\$0	\$1,494.79	\$0
	FAM	2	\$2,412.00	\$4,824	\$2,313.04	\$4,626
Medical: HMO	Rate Tier	Enrollment	Renewal Monthly Premium	Monthly Premium @ Renewal Rates	IPBC Monthly Funding Rates	Monthly Funding @ IPBC Rates
Current: BA HMO	EE	31	\$792.85	\$24,578	\$839.19	\$26,015
Proposed: No Change	ES	5	\$1,464.24	\$7,321	\$1,549.83	\$7,749
	EC	5	\$1,404.79	\$7,024	\$1,486.90	\$7,435
	FAM	15	\$2,173.77	\$32,607	\$2,300.83	\$34,512
Life and AD&D		Volume in Thousands	Renewal Monthly Premium per \$1,000	Monthly Premium @ Renewal Rates	IPBC Monthly Funding Rate per \$1,000	Monthly Funding @ IPBC Rates
Current: Basic Life & AD&D		\$8,663.8	\$0.070	\$606	\$0.070	\$606
Proposed: No Change						
Dental	Rate Tier	Enrollment	Renewal Monthly Premium	Monthly Premium @ Renewal Rates	IPBC Monthly Funding Rates	Monthly Funding @ IPBC Rates
Current: Dental PPO	EE	203	\$39.47	\$8,012	\$39.97	\$8,113
Proposed: ASO Dental	ES	45	\$116.63	\$5,248	\$118.09	\$5,314
	EC	32	\$116.63	\$3,732	\$118.09	\$3,779
	FAM	100	\$116.63	\$11,663	\$118.09	\$11,809
Vision	Rate Tier	Enrollment	Renewal Monthly Premium	Monthly Premium @ Renewal Rates	IPBC Monthly Funding Rates	Monthly Funding @ IPBC Rates
Current: \$130 frames, \$10 exam copay	EE	156	\$6.26	\$977	\$4.32	\$674
Proposed: \$130 frames every other year, \$10 exam	ES	42	\$11.90	\$500	\$8.03	\$337
	EC	31	\$12.53	\$388	\$8.58	\$266
	FAM	76	\$18.42	\$1,400	\$13.71	\$1,042
Benefit		Enrollment *	Renewal Monthly Premium	Renewal Annual Premium	IPBC Monthly Funding Rates	IPBC Annual Funding Rates
PPO		250	\$434,227	\$5,210,719	\$416,765	\$5,001,178
HMO		56	\$71,530	\$858,361	\$75,711	\$908,532
Subtotal Medical		306	\$505,757	\$6,069,080	\$492,476	\$5,909,710
Life and AD&D		\$8,663.8	\$606	\$7,278	\$606	\$7,278
Dental		380	\$28,656	\$343,871	\$29,016	\$348,186
Vision		305	\$3,265	\$39,177	\$2,319	\$27,829
Total			\$538,284	\$6,459,405	\$524,417	\$6,293,004

\* Life and AD&D enrollment is volume in thousands

**Notes:**

Kendall County currently offers four PPO plans and one HMO plan through BCBSIL.

To maintain HSA-eligibility for the PPO plans, the aggregate deductibles must be increased from \$1,600 to at least \$1,650 and the embedded deductibles must be increased from \$3,200 to at least \$3,300.

Documentation about sources files used for current plans and premiums can be found in the accompanying memo.



## IPBC is a Long-Term Strategy

### Kendall County Estimated Five-Year Medical Plan Savings

	Kendall County	IPBC	Estimated Savings	Estimated Dividends
5 Year Trend	6.28%	3.40%	2.88%	2.32%
2024 Medical Annual Premiums	\$6,069,080			
2025 Estimated Annual Premium	\$6,450,218	\$5,909,710	\$540,508	\$137,105
2026 Estimated Annual Premium	\$6,855,292	\$6,110,640	\$744,652	\$141,767
2027 Estimated Annual Premium	\$7,285,804	\$6,318,402	\$967,402	\$146,587
2028 Estimated Annual Premium	\$7,743,352	\$6,533,228	\$1,210,124	\$151,571
2029 Estimated Annual Premium	\$8,229,635	\$6,755,358	\$1,474,277	\$156,724
Total Estimated Five-Year Premiums	<u>\$36,564,301</u>	<u>\$31,627,338</u>	<u>\$4,936,963</u>	<u>\$733,754</u>
Total Estimated Medical Plan Savings and Dividends				<u><u>\$5,670,717</u></u>



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE  
ACCEPTANCE OF THE CONTRACT AND  
BY-LAWS DOCUMENT OF THE  
INTERGOVERNMENTAL PERSONNEL  
BENEFIT COOPERATIVE (IPBC) AND AUTHORIZING  
MEMBERSHIP IN THE IPBC BY KENDALL COUNTY, ILLINOIS.**

**WHEREAS**, a number of Illinois municipalities, counties, and Sub-Pools have entered into an intergovernmental agreement and created the Intergovernmental Personnel Benefit Cooperative (“IPBC”); and

**WHEREAS**, the IPBC has existed for several decades, and has provided benefit coverages for the officers and employees of many Illinois municipalities and counties; and

**WHEREAS**, Kendall County, Illinois wishes to become a Member of the IPBC; and

**WHEREAS**, the obligation of membership requires the acceptance by the Corporate Authorities of Kendall County of the Contract and By-Laws document of the IPBC as an intergovernmental contractual obligation to which the municipality will become bound;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** This County, as of the starting date at which admission to membership was or is granted by the IPBC Board of Directors, shall become a Member of that intergovernmental cooperative.

**SECTION 2:** The terms and conditions of that membership shall be such terms and conditions as were imposed by the Board of Directors of the IPBC in the acceptance motion, and the contractual obligations under the terms of the Contract and By-Laws of the IPBC as such document currently exists and as it may be amended in accordance with its terms. This County assumes such terms and conditions.

**SECTION 3:** The Kendall County Board Chairman, or such other officer as shall be authorized, is directed to execute any documents necessary to indicate the membership of Kendall County in the IPBC.

**SECTION 4:** This Ordinance shall be in full force and effect upon its passage, approval and publication.

Approved this 20<sup>th</sup> day of August, 2024.

Attest:

\_\_\_\_\_  
Matthew Kellogg, County Board Chairman

\_\_\_\_\_  
Debbie Gillette, County Clerk and Recorder



**SIXTH AMENDMENT TO THE FIFTH CONSOLIDATED  
AMENDMENT TO THE CONTRACT AND BY-LAWS  
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE**

ARTICLE I. Definitions and Purpose.

DEFINITIONS:

As used in this agreement, the following terms shall have the meaning hereinafter set out:

**ADMINISTRATIVE FUND** - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to pay for the joint administration of the personnel non-salary benefit programs offered by each MEMBER to its employees and officers and turned over for administration to the COOPERATIVE.

**ADMINISTRATOR** - An independent contractor of the COOPERATIVE employed by the Board of Directors to administer the personnel benefit programs of the various MEMBERS of the COOPERATIVE.

**BENEFIT FUND** - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund certain benefits granted by the individual MEMBERS to their respective officers and employees and to purchase excess, aggregate, or other insurance.

**BENEFITS** - Non-salary payments made to employees or officers, including but not limited to payments or reimbursements of expenses arising out of an illness or an accident and life insurance proceeds. The units of local government which participate in the COOPERATIVE have determined not to purchase insurance coverage for benefit payments below certain high limits but rather to rely upon their pooled financial capabilities

to pay benefits within the financial obligations of the COOPERATIVE and to purchase some insurance to protect against catastrophic and certain other benefit claims.

**CASH FLOW ACCOUNT** - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund needed cash flow in the Benefit Pool. The Board of Directors shall establish, from time-to-time, the funding requirements from the MEMBERS to generally provide at least an estimated funding for the Benefit Pool, based upon IBNR calculated by or for the Administrator.

**COOPERATIVE** - The Intergovernmental Personnel Benefit Cooperative established pursuant to the Constitution and the statutes of this State by this intergovernmental agreement.

**EXECUTIVE BOARD** – A Board, composed of eleven (11) members, which is responsible for implementing the policy decisions of the Board of Directors and carrying out duties specified in this Contract and By-Laws or assigned by the Board of Directors.

**EXECUTIVE DIRECTOR** – A part or full-time employee or independent contractor, who shall be selected and have his or her compensation chosen by the Board of Directors who shall administer and supervise the operations of the COOPERATIVE and make recommendations to the Board of Directors and the Executive Board in all areas where they have decision-making authority. All references to the Executive Director shall only be applicable if there is an Executive Director in place.

**HMO FUND** - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund certain benefits granted by the individual MEMBERS to their respective officers and employees relating to health maintenance organizations.

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**LISTED ENTITIES** - Governmental bodies, quasi governmental bodies and non-profit public service entities listed by a MEMBER as having their employees and officers under a benefit program which will be administered along with that of a MEMBER by the COOPERATIVE.

**MEMBERS** - The units of local government or intergovernmental agencies established pursuant to an intergovernmental agreement composed of units of local government (sub-pool) which initially or later enter into this intergovernmental contract for the benefit of their employees and officers along with the employees and officers of other listed entities. Whenever in this agreement the phrase "units of local government," "municipality" or similar phrase is used, it shall also refer to any intergovernmental agency established pursuant to an intergovernmental agreement composed of units of local government.

**TERMINAL RESERVE FUND OR TERMINAL RESERVES** - A fund of monies retained by the Intergovernmental Personnel Benefit Cooperative on behalf of MEMBERS whose fund balances may be in excess of all financial requirements for that MEMBER.

**PURPOSE:**

The Intergovernmental Personnel Benefit Cooperative is a cooperative entity voluntarily established by contracting units of local government as are permitted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Intergovernmental Cooperation Act and other provisions of law to jointly administer some or all of the personnel benefit programs offered by its MEMBERS to their officers and employees and the officers and employees of other governmental, quasi-governmental and non-profit public service entities with which some or all MEMBERS have separately arranged to list as if such officers and employees were employed by the MEMBER.

To the extent provided for in this Contract and By-Laws, and as approved by the Board of Directors, the Intergovernmental Personnel Benefit Cooperative shall provide benefit coverage to the officers or employees of its MEMBERS. The Intergovernmental Personnel Benefit Cooperative shall also carry out such claim reduction and educational programs as shall be authorized by its Board of Directors. The creation of the various funds established in this Contract and By-Laws are not intended by the parties to constitute the transaction of an insurance business within the State of Illinois. The intent of the parties is to separately establish benefit programs and to utilize the Intergovernmental Personnel Benefit Cooperative to achieve reduced costs of administration and insurance purchases by providing similar services to all MEMBERS and to require MEMBERS to pay for the costs of such benefits or to share such costs in the manner from time-to-time established by the Board of Directors.

## ARTICLE II. Powers and Duties.

The powers of the COOPERATIVE to perform and accomplish the purposes set forth above, within the budgetary limits and procedures set forth in these By-Laws, shall be the following:

- (a) To employ agents, employees and independent contractors,
- (b) To lease real property and to purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the COOPERATIVE,
- (c) To carry out educational and other programs relating to health, accident and other claims reductions,
- (d) To cause the creation of, see to the collection of funds necessary for the administration and operation of the COOPERATIVE,
- (e) To purchase such types of insurance as are approved by the Board of Directors,
- (f) Solely within the budgetary limits established by the MEMBERS to carry out such other activities as are necessarily implied or required to carry out the purposes of the COOPERATIVE specified in Article I or the specific powers enumerated in Article II, and in conjunction with the obligation of MEMBERS specified in Article XI.

### ARTICLE III. Participation

The membership of the COOPERATIVE shall consist of those MEMBERS and previously approved listed entities which were MEMBERS of the COOPERATIVE on July 1, 2012, and those subsequently admitted to membership and continuing as MEMBERS. Listed entities are other governmental, quasi-governmental and non-profit public service entities which MEMBERS have chosen to include within their membership in the COOPERATIVE. Such listing fulfills a public purpose in that such listed entities have so few employees and officers that they could not bear the risk inherent in offering such benefit programs on their own. In other cases, the MEMBER itself has so few employees that it requires the participation of such other listed entities for the same reason. The MEMBER which lists entities shall, however, be the sole MEMBER of the COOPERATIVE and shall be responsible for all costs and duties of membership provided herein. The MEMBER may make such arrangement as is desired with members of a sub-pool or the listed entities regarding the manner of payment, sharing of risks and duration of such arrangement. Such arrangement is not a part of this Contract and By-Laws. New MEMBERS and their listed entities and the listing of additional entities by existing MEMBERS shall be added to the COOPERATIVE only after at least the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Directors and subject to the payment of such sums and under such conditions as the Board of Directors shall in each case or from time-to-time establish. The Board of Directors may establish standards for admission and assign the power to admit MEMBERS and listed entities to the Executive Board.



#### ARTICLE IV. Term of the COOPERATIVE.

The Intergovernmental Personnel Benefit Cooperative shall operate with fiscal years beginning on July 1<sup>st</sup> of each calendar year, and the COOPERATIVE shall continue in existence with a term ending on June 30, 2025. At the end of this multi-year period, the term of the COOPERATIVE may be extended for a multi-year period of time, or if not acted upon by the MEMBERS, it shall continue in existence from year-to-year as an intergovernmental agreement with the membership of those governmental bodies which do not provide a notice of withdrawal. The ability of an individual MEMBER of the COOPERATIVE to withdraw shall be as provided in Article XVII.

ARTICLE V. Board of Directors.

- (a) There is hereby established a Board of Directors of the COOPERATIVE. Each MEMBER unit of local government shall choose in the manner applicable to that governmental body one (1) person to represent that body on the Board of Directors and shall promptly notify the COOPERATIVE of such selection. The MEMBER may also select an alternate representative to serve when the initial representative is unable to carry out his duties. The person and alternate selected need not be an elected official of the MEMBER. The Board of Directors may from time-to-time establish other officers of the Board, in addition to those established in this Agreement, and choose the manner of selection of such officers.
- (b) The Board of Directors shall determine the general policy of the COOPERATIVE which policy shall be followed by all officers, agents, employees and independent contractors working for the COOPERATIVE. It shall have the responsibility for (1) Hiring THE EXECUTIVE DIRECTOR, (2) Setting the not-to-exceed budget for compensation for all persons, firms and corporations employed by the COOPERATIVE to be administered by the EXECUTIVE DIRECTOR, (3) Program approval, (4) Vendor approval, (5) Setting of fidelity bonding requirements for employees or other persons, (6) Approval of amendments to the By-Laws, (7) The acceptance of new MEMBERS and listed entities, provided, however, that the Board of Directors may assign, in whole or in part, this authority to the Executive Board and it may choose to do so under stated criteria and process mandated by the Board of Directors, (8) Approval of educational and other programs relating to claim reduction, (9) Approval of

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monthly and supplementary payments to the Administrative Fund and the Benefit Fund, including that portion of the cost of insurance attributable to each MEMBER, (10) Any other matters not assigned to another committee, officer, independent contractor, or agent, (11) Expulsion of MEMBERS.

- (c) Each MEMBER shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the designated representative of the MEMBER, who shall be called a Director, or in the Director's absence by an alternate selected by the MEMBER in the same manner as specified for the selection of the principal representative. No proxy votes or absentee votes shall be permitted, but, Directors or Alternates may participate in a meeting by electronic means in accordance with law. Voting shall be conducted by voice vote unless one (1) or more MEMBERS of the Board of Directors shall request a roll call vote; provided, however, that any vote to authorize the payment of bills or which requires a greater than a majority vote for passage, shall be by roll call.
- (d) The representative selected by the MEMBER shall serve for a one fiscal year term commencing at the beginning of each fiscal year and until a successor has been selected. The representative chosen by the MEMBER may be removed by the MEMBER during the period of his or her term. In the event that a vacancy occurs in the representative or alternate representative, that MEMBER shall appoint a successor. The failure of a MEMBER to select a representative or his or her failure to participate shall not affect the responsibilities or duties of a MEMBER under this contract.

- (e) The Board of Directors, the Executive Board and any authorized committees may establish rules governing their own conduct and procedure consistent with the By-Laws. All notices required in this Contract and By-Laws document shall be in writing.
- (f) A quorum shall consist of a majority of the MEMBERS of the Board of Directors. Except as provided in Subsection (g) herein, or elsewhere in these By-Laws, a simple majority of a quorum shall be sufficient to pass upon all matters.
- (g) A greater vote than a majority of a quorum shall be required to approve the following matters:
  - (i) Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum; provided, however, that such a rule can only be established by a greater than majority vote at least equal to the greater than majority percentage within the proposed rule,
  - (ii) The expulsion of a MEMBER shall require at least the concurrence of two-thirds (2/3) of the entire membership of the Board of Directors,
  - (iii) Any amendment of these By-Laws except as provided in Subsection (iv) below, shall require the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Directors,
  - (iv) The payment of a contested employee benefit to a MEMBER by the COOPERATIVE in a manner contrary to that reported by the Administrator or the Executive Director, which is brought to the Board of Directors,

shall require the concurrence of at least two-thirds (2/3) of a quorum at a Board of Directors meeting.

- (v) The approval of the benefit programs being offered, annual payments of all kinds, and the allocation of those payments among MEMBERS, shall require the concurrence of at least two-thirds (2/3) of a quorum at a Board of Directors meeting.
- (h) Except as provided herein, no one serving on the Board of Directors shall receive any salary or other payment from the COOPERATIVE and any salary, compensation, payment or expenses for such representative, shall be paid by each MEMBER separate from this Contract. Provided, however, that in the event the person chosen or acting as Treasurer is a member of the Board of Directors, that person may receive such compensation as is established from time-to-time by the Board of Directors. In addition, the Chair of the Board, Treasurer and such other officers as may be selected from time-to-time may submit to the Executive Board for its approval, reimbursement of expenses incurred in the pursuit of their position as officers of the COOPERATIVE. The reimbursement for such expenses, which shall be reported to the Board of Directors in the same manner as other approved payments, may include amounts advanced on behalf of the COOPERATIVE either by the officer or by a MEMBER of the COOPERATIVE.

ARTICLE VI. Board of Directors Meetings.

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(a) Regular meetings of the Board of Directors shall be held at least three (3) times a year. The dates of regular meetings of the Board of Directors shall be established at the beginning of each fiscal year. Any item of business may be considered at a regular meeting. At least one (1) meeting must be held during the first half of the fiscal year and at least two (2) meetings must be held during the second half of the fiscal year. A failure to hold these meetings, as required, shall not invalidate acts otherwise taken. Special meetings of the Board of Directors may be called by its Chair, or by any two (2) Directors. Five (5) days written notice of regular or special meetings of the Board of Directors shall be given to the official representatives of each MEMBER and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda.

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(b) The time, date and location of regular and special meetings of the Board of Directors shall be determined by the Chair of the Board of Directors or by the convening authority.

(c) To the extent consistent with these By-Laws, and except as modified by procedural rules established, Roberts Rules of Order, latest edition, shall govern all meetings of the COOPERATIVE. Minutes of all regular and special meetings of the Board of Directors and the Executive Board shall be sent to all MEMBERS.

## ARTICLE VII. Cooperative Officers.

(a) In addition to such other officers as may be established from time-to-time by the Board of Directors, the officers of the COOPERATIVE, who shall constitute the Executive Board, shall be the following 11 members: Chair, Vice-Chair, Past Chair, Treasurer, (as Chairman of the Finance Committee), Operations Committee Chair, Director representing entities with 1 to 50 lives, Director representing entities with 51 to 100 lives, Director representing entities with 101 to 200 lives, Director representing entities with 201 to 300 lives, Director representing entities with 301 to 500 lives and Director representing entities over 501 lives. The Chair, Vice-Chair, Treasurer and Operations Committee Chair shall be chosen by the Board of Directors. The Past Chair shall be that person who served as the immediate Past Chair, or if that person is not prepared to serve, a Past Chair chosen by the Chair, and in the absence of such a person, an At-large Representative chosen by the Chair based upon that person's experience in the operations of the COOPERATIVE. Members and subpool Members shall be placed into separate groups according to the size of lives served (not dependents), in effect in the records of the Cooperative shown as of January 1<sup>st</sup> of each year, in order to vote for the members of the Executive Board chosen by category of lives served.

(b) The Executive Board shall be responsible for implementing the policy directions of the Board of Directors and shall be responsible for the regular activities of the COOPERATIVE, including but not limited to: the approval of warrants and bills; compliance with growth policy; review audit; recommend investment poli-

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cy to Board of Directors; recommend programs and vendors to Board of Directors; service level assessment; recommend goals and policy changes to Board of Directors; coordinate selection process and recommend and oversee the performance of the Executive Director. The Executive Director shall, within the budgetary constraints approved by the Board of Directors, and subject to the supervision of the EXECUTIVE BOARD, be responsible for the hiring, management, promotion, discipline, termination and other matters related to employees of the COOPERATIVE. The Executive Board may enter into contracts and expenditures in amounts up to \$50,000, have the authority to renew or extend, with or without amendments, existing contracts with cost decreases or, in the case of increases, those of less than 5% per year and may authorize the Executive Director to enter into contract and expenditures in amounts up to \$5,000. The Board of Directors, by motion, may increase the dollar amounts of the contracts and expenditures, which may be from time-to-time authorized to the Executive Board or the Executive Director.

- (c) Except for the election for a term beginning July 1, 2012, the Chair and Vice Chair shall be limited to one (1) two (2) year term. The term for the remaining Executive Board positions shall be limited to no more than two (2) year consecutive terms, but persons may be selected to a different position. For the fiscal year of the COOPERATIVE, commencing on July 1, 2012, and thereafter, the Chair, Vice-Chair, Treasurer and Operations committee Chair shall be elected to an initial term of one (1) year and thereafter for two (2) years to achieve staggered terms. Other Members of the Executive Board shall be elected for two (2) year



terms commencing on July 1, 2012. The election of officers can take place one hundred and twenty (120) days prior to or after the start of a new fiscal year. Officers shall serve until their successors have been chosen and begin their terms. All Members of the Executive Board are expected to conscientiously prepare for, attend, and actively participate in all Board of Directors and Executive Board meetings.

- (d) The Chair is the chief elected officer of the COOPERATIVE and directs the overall affairs and operations of the Executive Board; presides over all meetings of the Executive Board and the Board of Directors; and performs all other duties as are authorized in the By-Laws, or as the Executive Board or Board of Directors may authorize and as may be defined in the policies of the COOPERATIVE. The Chair, when authorized, shall execute documents on behalf of the COOPERATIVE and shall perform those duties normally associated with the Chair of an intergovernmental agency. In the absence or inability of the Chair to perform these duties, the Vice-Chair shall temporarily provide those services. If the Chair shall resign or permanently be unable to perform such duties, the Vice-Chair shall succeed to the position of Chair. In the case of vacancies, in all other offices of the Cooperative other than the Executive Director or the Treasurer, the Chair shall appoint individuals with the required qualifications to fill any vacancies until the end of the term of the person leaving the office. The Vice-Chair assists the Chair in directing the affairs and operations of the Executive Board and Board of Directors; acts as presiding officer at meetings in the absence of the Chair.

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- (e) The Treasurer shall have charge and custody of and be responsible for all funds and securities of the COOPERATIVE; receive and give all receipts for monies due and payable to the COOPERATIVE from any source whatsoever; deposit all such monies in the name of the COOPERATIVE in such banks, savings and loan associations or other depositories as shall be selected by the Board of Directors; keep the financial records of the COOPERATIVE and invest the funds of the COOPERATIVE as are not immediately required in such securities as the Board of Directors shall specifically or generally select from time-to-time. Provided, however, that all investments of the COOPERATIVE funds shall be made only in compliance with the COOPERATIVE'S Investment Policy which must be in accordance with statutory law at the time of any investment. The Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time-to-time may be assigned to the Treasurer by the Board of Directors.
- In the absence of the Treasurer, or in the event of the inability or refusal of such officers to act, the Chair of the Board of Directors may temporarily perform the duties of the Treasurer and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Treasurer. A new Treasurer shall be selected at the next regular or special meeting of the Board of Directors, but the Chair may act, in any case, until the selection is made. The Treasurer shall also serve as Chair of the Finance Committee.
- (f) The Board of Directors may, by at least a two-thirds (2/3) vote of the MEMBERS remove the Chair, Vice-Chair, Treasurer or the Chair or any member of any Committee. Such removal shall be within the total discretion of the Board of Di-

rectors. The Executive Board may also, by at least a two-thirds (2/3) vote, and within its total discretion, remove an Executive Board member, except for the Chair, Vice Chair, Treasurer or Chairman of the Operations Committee. After removal, the Executive Board shall notify in writing the individual removed and give that person an opportunity to request an appearance before the Executive Board with at least seven (7) days' prior written notice to contest the removal. The Executive Board shall permit the person removed to explain why that person would wish to be reinstated to the Executive Board, but the decision of the Executive Board on removal or reinstatement shall not be required to meet any due cause or due process standard. The Executive Board shall notify in writing all of the MEMBERS of the COOPERATIVE of its decision to remove or reinstate the MEMBER of the Executive Board. The decision of the Executive Board shall be final. These officers serve in "at will" positions. In the event that the Chair is removed by the Board of Directors, the Vice-Chair shall take over that position and the new Chair will select the Vice-chair to fill out the remainder of that term.

- (g) Ten (10) or more MEMBERS of the COOPERATIVE may request a special meeting of the Board of Directors held for the purpose of removal of a member or members of the Executive Board. The person proposed to be removed from such a position may address the meeting of the Board of Directors, which, by a majority vote, may remove the member or members. A decision to remove the "at will" members of the Executive Board shall be totally within the discretion of the Board of Directors, which shall not be required to make its decision based upon due cause or due process standards but, rather, simply as a determination of its ab-

solute discretion.

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- (h) A Finance Committee is established. The Committee shall have a minimum of nine (9) members and a maximum of eleven (11) members, one of whom, the Treasurer shall serve as Chair. The members of the Committee except for its Chair shall be selected by the Chair of the COOPERATIVE and approved by the Executive Board. The Committee members shall be appointed for a term of two (2) years which shall be staggered. The Finance Committee shall serve as a recommending body to the Executive Board. It shall review and recommend the annual budget, programs and vendor performance and other projects and tasks as assigned by the Chair or the Executive Board. The Chairman of the COOPERATIVE shall fill vacancies on the Finance Committee, which appointments shall be until the end of the term of the person replaced.
- (i) An Operations Committee is established. The Committee shall have a minimum of nine (9) members and a maximum of eleven (11) members. The members of the Committee except for its Chair shall be selected by the Chair of the COOPERATIVE and approved by the Executive Board. The Committee members shall be appointed for a term of two (2) years which shall be staggered. The Operations Committee shall serve as a recommending body to the Executive Board. It shall review the day-to-day operations of the COOPERATIVE and make recommendations for changes needed or actions to create greater efficiencies. The Chairman of the COOPERATIVE shall fill vacancies on the Operations Committee, which appointments shall be until the end of the term of the person

replaced.

- (j) A Membership Development committee is established. The Committee shall have at least five (5) members. The members of the Committee and its Chair shall be selected by the Chair of the COOPERATIVE and approved by the Executive Board. The Committee members shall be appointed for a term of two (2) years which shall be staggered. The Membership Development Committee shall provide onboarding, mentoring, education, training, networking, and leadership development to the IPBC membership. The Chairman of the COOPERATIVE shall fill vacancies on the Membership Development Committee which appointments shall be until the end of the term of the person replaced.
- (k) The Board of Directors or the Executive Board may establish on a permanent or ad hoc basis other committees or Boards to serve the COOPERATIVE.
- (l) When officers of the COOPERATIVE need to be selected by the Board of Directors, the Executive Board shall name a Nominations Committee, which will consider candidates and make a recommendation for the filling of the positions. The Executive Board may, but shall not be required to, select a past Chair who shall serve as Chair of the Nominations Committee. The past Chair may be authorized to select Delegates or Alternates to serve as Members of the Nominations Committee. The Nominations Committee shall present to the Board of Directors a recommended slate of candidates for review by the membership. This report shall be submitted no later than thirty (30) days before the date of the meeting of the

Board of Directors at which the elections shall take place. Other persons seeking to be named to positions on the Executive Board may have their names offered in nomination for such positions.

- (m) The COOPERATIVE shall purchase a blanket fidelity bond in an amount to be established by the Board of Directors to assure the fidelity of all officers, directors, and employees of the COOPERATIVE who shall have the authority to receive or authorize by their signature or order the payment of COOPERATIVE funds. Additional fidelity and similar coverages may be procured by the COOPERATIVE from time-to-time.
- (n) The Board of Directors may select a financial institution to carry out some or all of the functions which would otherwise be assigned to a Treasurer and may select a management company or agent to carry out some or all of the functions which would otherwise be assigned to an Administrator.

## ARTICLE VIII. Finances.

### A. Administrative Fund.

The cost of the administration of the COOPERATIVE shall be borne by each of its MEMBERS in direct proportion to the number of employees and officers of the MEMBER and listed entities whose benefit programs are to be administered by the COOPERATIVE as compared to the total number of such persons served by the COOPERATIVE.

Whenever payments to the Administrative Fund shall be based upon an estimate, the MEMBER shall promptly receive a refund or pay a deficiency when final figures become available. The Administrative Fund shall pay all of the administrative costs of the COOPERATIVE and payment shall be made to cause the administration of all actions approved by the Board of Directors and the Executive Board.

### B. The Benefit Fund.

Payments into the Benefit Fund will be developed and administered in the following manner:

1. Before the start of each fiscal year, the Administrator and the Executive Director, will determine on the basis of financial data the amount of total payments from all MEMBERS necessary to fund anticipated benefit payments and the cost of insurance.
2. The Administrator and the Executive Director, will also recommend how this total amount of anticipated expenses should be divided among the MEMBERS. The charges to be made to the MEMBERS shall be determined by a vote of the Board of Directors which shall, in establishing such sums due, treat all similarly situated MEMBERS in an equal manner.

Such a vote must receive at least the concurrence of two-thirds (2/3) of a quorum at a Board of Directors meeting.

3. The Board of Directors may, each fiscal year, choose an allocation of the payments into the Benefit Fund whereby some or all of the costs are divided among the MEMBERS based upon general increases or decreases in the total costs of the COOPERATIVE without regard to the claims made against individual MEMBERS or it may elect to grant debits or credits based upon the individual plans offered by the MEMBERS or the level of claims. Debits or credits may be expressed through the use of a banding formula. (Also see Article IX.)
4. In the event that the Board of Directors shall fail to approve the charges or allocations by the requisite vote, the charges and allocations for the next year shall, until and unless modified, be based upon the prior year's allocations with charges increased by ten percent (10%) and additionally subject to the obligation to make Supplementary Payments.
5. The COOPERATIVE will purchase such other insurance coverage as may be approved by the Board of Directors.
6. Without regard to any other provision contained within this Article VIII, the Board of Directors may establish charges to be paid by the MEMBERS for life insurance benefits to be based upon total pooling of the experience of all MEMBERS with each MEMBER paying the same cost per employee for such life insurance coverage. The time at which a determination regarding the amounts due for such life insurance coverage



and the manner in which such amounts shall be paid shall be the same as that established for other payments into the Benefit Fund. The Board of Directors may also establish a program to provide dental or other benefits to MEMBERS which wish such coverage.

C. Cash Flow Account.

The Cooperative shall maintain a Cash Flow Account. Each MEMBER shall make payments into that account equal to some percentage set by the Board of Directors of the payments that MEMBER has made into the Benefit Fund. The Board of Directors shall determine the manner in which each MEMBER'S obligation to make payments into the Cash Flow Account is established to assure that an adequate balance for the payment of claims remains in that account at all times. Automatic withdrawals from the Terminal Reserves of a MEMBER may be made by the MEMBER or the Executive Board to fund deficits in the Cash Flow Account. The Board of Directors shall determine whether the Cash Flow Account shall be treated as a single fund which can be utilized for the payment of the claims of any MEMBER or whether each MEMBER shall be obligated to maintain its own individual account. If separate accounts are maintained, MEMBERS may be individually required to make up deficiencies in their accounts. The establishment of payments into the Cash Flow Account from a single fund must receive at least the concurrence of at least the vote of two-thirds (2/3) of a quorum at a Board of Directors meeting.

D. General Fiscal Matters.

The Board of Directors shall provide to the MEMBERS an annual audit of the financial affairs of the COOPERATIVE to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principals.

E. Supplementary Payments.

If, during any year, the funds on hand are not sufficient to pay benefits or administrative expenses which are the responsibility of the COOPERATIVE and not through a failure of insurance coverage or other causes, the Board of Directors shall require Supplementary Payments. The increased payments shall be computed utilizing the same method under which payments were made for the year in question and except for payments into the Administrative Fund where payments shall be made by all MEMBERS, they shall only be due from MEMBERS which were entitled to receive benefits from the account which requires Supplementary Payments. If a MEMBER transfers employees and officers from a fund where Supplementary Payments are due to another fund, a determination shall be made by the Board of Directors as to the amount of Supplementary Payments due from that MEMBER arising from its prior participation in that fund.

F. Terminal Reserves

During any fiscal year, and with the approval of the Treasurer, a MEMBER may withdraw from the COOPERATIVE any amount of Terminal Reserves provided that there shall be deducted from that payment any amounts owed by the MEMBER or reasonably anticipated to be owed by the MEMBER to the COOPERATIVE either being then due and payable or estimated to be due based upon tentative figures or preliminary audits, or any other amounts due from the MEMBER to the COOPERATIVE. The Treasurer may always deduct from a MEMBER's Ter-

minal Reserves any amounts necessary to pay for that MEMBER's obligations to the COOPERATIVE. Within thirty (30) days after a final audit, approved by the Board of Directors, the amounts then determined to be owed to the COOPERATIVE shall be deducted from the Terminal Reserves. Thereafter, the MEMBER shall receive a determination of the Treasurer within sixty (60) days of a written request. The Treasurer shall provide a written report to the Executive Board of any approved requests for withdrawals from Terminal Reserves within sixty (60) days after the withdrawal. If the COOPERATIVE shall have advanced funds on behalf of a MEMBER such that the MEMBER is expected to have a deficit balance in its Terminal Reserves, then, within sixty (60) days after written notice, the MEMBER shall be required to pay to the COOPERATIVE at least sufficient funds so as to remove the deficit in its Terminal Reserves.

G. Suspension or Termination of Claim or Other Payments.

In any situation, where the Executive Board should determine that a Members has not promptly paid to the COOPERATIVE any financial obligation then due, which is in excess of the amount of \$50,000.00, or is more than one-half of one month's contribution, whichever is less, it may direct that the payment of the Member's claims or other sums sought shall be suspended or terminated for a specified period of time or until certain specified actions have taken place. If the decision is made by the Executive Board, the suspension may be for a period of time up to and including the date at which the Board of Directors considers and takes action relating to a proposed termination of membership or other action. The Executive Board shall notify the Members of the Board of Directors of its decision. The Board of Directors may also vote to suspend or terminate the payment of claims in the situations provided for above.

As is provided in the PURPOSE section, the IPBC is to "jointly administer some or all of

the personnel benefit programs offered by its MEMBERS to their officers and employees....”

The COOPERATIVE has determined that the funding of those administrative acts is dependent upon the prompt and full payment by MEMBERS of their obligations. A defaulting MEMBER, rather than the COOPERATIVE, shall be fully responsible for any claims, demands or suits, or any increased costs allegedly caused by a suspension or termination of claim payment on behalf of a MEMBER in financial default. In case such a claim, demand, suit or increased cost is made or incurred by the COOPERATIVE, the defaulting MEMBER shall hold harmless, defend and indemnify the COOPERATIVE, its other MEMBERS and their officers and employees against such claim, demand, suit or cost.

H. Payments in Error.

If the COOPERATIVE should in error pay any benefit claims, administrative fees or other charges on behalf of a Member, which it was not obligated to pay, the Member shall, upon thirty (30) days’ written notice, reimburse the COOPERATIVE for the amounts improperly paid.

ARTICLE IX. Plan of Benefits, HMOs and Reductions In Coverage.

MEMBERS may change the Plan of Benefits provided at any time, but shall notify the Administrator and the Executive Director at least sixty (60) days prior to the intended effective date of such change; and such change shall be subject to a redetermination on the underwriting basis of the payments due the COOPERATIVE. The Administrator shall make a determination as to the amount of the increased or reduced payment required in light of the change. If the MEMBER should dispute the amount of the redetermination, an initial decision regarding such amount shall be made by the Executive Board with an appeal to the Board of Directors. In the event that the Administrator should determine that the proposed change provides a level or type of coverage, the cost of which cannot be determined on an underwriting basis or which would provide an excessive risk to the COOPERATIVE, or is inconsistent with the insurance purchased by the COOPERATIVE or would otherwise not be in the best interest of the COOPERATIVE, the Administrator shall present that opinion and the reasons supporting that opinion in writing to the MEMBER requesting the change and to the Chair and the Executive Director. The change shall not come into effect within the COOPERATIVE's plan of benefits except in the manner recommended by the Administrator unless the decision of the Administrator is overturned or modified by the Executive Board or the Board of Directors. The MEMBER may institute the change, but shall be individually financially responsible for the administration and payment of such benefits as are not eventually authorized to be provided within the COOPERATIVE. The Administrator shall as promptly as possible re-price covered benefits. No claim may be made against the COOPERATIVE for the unauthorized change.

The COOPERATIVE may offer to its MEMBERS participation in an HMO Fund separate from the Benefit Fund to pay the costs of providing HMO services to the officers and em-

employees of the participating MEMBERS. Accounting for this Fund, including surplus or deficit amounts, shall be separate from the Benefit Fund. For any fiscal year if the Board of Directors of the COOPERATIVE votes to provide an HMO Fund for the fiscal year, all MEMBERS offering HMO benefits to their officers and employees shall only offer the Plan of Benefits of the COOPERATIVE'S HMO Fund or those in union-sponsored programs.

An HMO Plan of Benefits shall mean any plan which provides benefits to participants through a restriction on the doctors who provide services, an absence of substantial deductible or co-payments and an absence of or simplified claim forms. An HMO Plan of Benefits may be offered by the COOPERATIVE either through joint purchase or pooling.

The rates for the HMO Plan or Plans of Benefits offered by the COOPERATIVE for the specific plans of its MEMBERS shall be established by the Board of Directors. The Board may establish an average annual rate percentage change for the HMO Fund as a whole, and may then, through the use of a banding formula, establish bands of no more than 10 percentage points more or less than the average annual price adjustment for those MEMBERS whose claims experience has been above or below the average. It may also approve other allocation formulas.

Where the COOPERATIVE establishes set rates, under two (2) circumstances and upon a report of the Administrator or the Executive Director, the Board of Directors may individually rate a MEMBER or MEMBERS. Where the actual paid claims, incurred by a MEMBER during any two (2) or more years of a three (3) year period, were both in the highest or both in the lowest bands, or where it is discovered that claim history material submitted by a MEMBER was improperly stated, that MEMBER or MEMBERS may be individually rated and may be required to contribute to the appropriate Fund a sum no more than 100% greater or lesser than the amount which would be payable had that MEMBER or MEMBERS been rated with the group as a

whole. Such individual rating shall carry into another cycle until such time as the paid claims of the MEMBER have declined for a year so that the MEMBER would be entitled to be rated with the group as a whole.

If, for any year or years, the Board of Directors should determine that there are surplus funds within the HMO Fund which can be distributed to the MEMBERS without harming the fiscal integrity of the HMO Fund, those surplus funds shall be distributed to all existing and prior MEMBERS of the COOPERATIVE (who validly withdrew) who made contributions into the HMO Fund in the proportion in which those contributions were made. A determination as to whether surplus funds shall be distributed to the remaining MEMBERS of the COOPERATIVE shall be made from time-to-time by the Board of Directors.

If a MEMBER, in accordance with the By-Laws, elects to withdraw from the COOPERATIVE, or if it has no officers or employees who will receive the HMO Plan of Benefits for the next fiscal year, it shall be the obligation of that MEMBER to pay all the claims of its officers and employees for HMO services under the COOPERATIVE which were performed prior to the commencement of that next fiscal year, but not submitted and processed before the end of that fiscal year, but within the time period allowed for submissions. The Executive Board, on the recommendation of the Administrator, may require a MEMBER to pre-fund an amount estimated to be sufficient to pay for such HMO runoff claims and administration.

Within sixty (60) days after the approval of the audit of the COOPERATIVE's HMO Fund for the prior fiscal year, a final accounting of funds owed or owing shall take place. If a MEMBER which has offered an HMO Plan of Benefits shall have no officers or employees receiving such benefits in a subsequent fiscal year, or if that MEMBER has validly withdrawn from the COOPERATIVE, then that MEMBER, subject to a pre-funding of HMO run-off claims

and administration, shall be entitled to its percentage of any surplus funds within the HMO Fund. The payment of surplus funds or the receipt of amounts otherwise due from the MEMBER shall be carried out in accordance with the provisions of Article XVII.

In the event that HMO coverage is no longer offered by the COOPERATIVE, any surplus funds remaining shall, after audit and the setting aside of run-off amounts, be distributed to the MEMBERS (except for expelled MEMBERS) in the proportion in which they contributed funds to the HMO Fund.

If the number of employees or officers of the MEMBERS eligible to receive some portion of any of the COOPERATIVE's benefits should decline or where for some other reason the Administrator is concerned about the ability of a specific fund to cover potential claims, the matter shall be brought to the attention of the Executive Board and the Board of Directors. The Board of Directors may determine that the coverage shall no longer be offered or its scope or amount of coverage shall be prospectively reduced. A decision to make such a reduction shall not become effective for at least sixty (60) days after the vote of the Board of Directors.



ARTICLE X. Insurance and Other Coverages.

The COOPERATIVE may purchase insurance from a company permitted to write such coverage in Illinois. The COOPERATIVE may also join with other intergovernmental entities to provide collective self-insurance. The obligation of any MEMBER to the COOPERATIVE shall be limited to funding those benefits collectively self-insured by the COOPERATIVE. No MEMBER shall be responsible for the benefit claims of another MEMBER which were to be paid by insurance but were not paid or at levels above the insurance purchased for MEMBERS.

#### ARTICLE XI. Obligations of Members.

The obligations of MEMBERS of the COOPERATIVE shall be as follows:

- (a) To appropriate or budget for, where necessary to levy for and to promptly pay all monthly and supplementary or other payments to the COOPERATIVE at such times and in such amounts as shall be established by the Board of Directors within the scope of this Contract and By-Laws. Any delinquent payments shall be paid with a penalty which shall, for the period of non-payment, be equivalent to the prime rate of interest on the date of delinquency charged by the bank in Illinois with the largest assets or the highest interest rate allowed by statute to be paid by an Illinois non-home rule municipality whichever is greater. In the event that the COOPERATIVE shall be required to expend funds for administrative, legal or other costs brought about by the failure of a MEMBER to pay sums owed the COOPERATIVE or to otherwise comply with its obligations, such amounts expended shall be added to the sums due the COOPERATIVE and shall be payable by the MEMBER. In the event that a MEMBER of the COOPERATIVE should sue the COOPERATIVE or any of its MEMBERS or officers regarding an interpretation of this Contract and By-Laws, an action taken by the Board of Directors or officers or any other matter arising out of its membership in the COOPERATIVE, and should not be the prevailing party in that suit, it shall, as part of its contractual obligation to this COOPERATIVE, pay the reasonable attorneys' fees and other costs and expenses expended by the COOPERATIVE in defending against that suit.

- (b) During its entire membership in the IPBC, a MEMBER shall only exclusively provide to its employees and officers, except independent contractors, or those in union-sponsored programs, the health and accident benefits and associated life insurance coverage of the COOPERATIVE.

In entering into this intergovernmental agreement, each MEMBER, sub-pool and sub-pool member acknowledges, recognizes and accepts that intergovernmental agreements are voluntary associations where the MEMBERS can determine, by contract and, by authorized actions of the Board of Directors and the Executive Board, the identity of the MEMBERS, how MEMBERS and those otherwise bound can be admitted, dealt with during membership and expelled.

- (c) To select a person to serve on the Board of Directors and to select an alternate representative.
- (d) To allow the COOPERATIVE reasonable access to all facilities of the MEMBER and all records including but not limited to financial records which relate to the purpose and powers of the COOPERATIVE.
- (e) To furnish full cooperation with the COOPERATIVE's Executive Director, Committees, attorneys, claims adjusters, the Administrator and any Board or committee, agent, employee, officer or independent contractor of the COOPERATIVE relating to the purpose and powers of the COOPERATIVE.
- (f) To furnish the COOPERATIVE with a copy of revisions to its written benefit program at least sixty (60) days prior to the effective date of such change.
- (g) To report to the COOPERATIVE as promptly as possible all claims made to it within its benefit program as administered by the COOPERATIVE.

- (h) To follow those procedures regarding the administration of and application for benefits adopted by the Board of Directors which do not reduce the level of benefits contained within any MEMBER's individual benefit program, which are to be paid for by funds of or through the COOPERATIVE. For example, large case management, frequency and amount of claim submissions and wellness programs. The adoption of such procedures shall require at least the concurrence of at least the votes of two-thirds (2/3) of the entire membership of the Board of Directors.
- (i) This Contract and By-Laws document is not intended to create or provide any rights in third-parties, including, but not limited to the individuals to whom the MEMBERS provide benefits.

## ARTICLE XII. Liability of Board of Directors or Officers.

The MEMBERS of the Board of Directors or officers of the COOPERATIVE should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of COOPERATIVE funds, or failure to invest. No Director shall be liable for any action taken or omitted by any other Director. No Director shall be required to give a bond or other security to guarantee the faithful performance of their duties hereunder. The Administrative Fund shall be used to defend and hold harmless any Director or officer for actions taken by the Board of Directors, the Executive Board, Committee members, or performed by the Director within the scope of his or her authority. The COOPERATIVE may purchase insurance providing similar coverage for such Directors or officers.

#### ARTICLE XIII. Additional Insurance.

The Administrator and the Executive Director, through the distribution of the minutes of the Board of Directors or through other means, shall inform all MEMBERS of the scope and amount of insurance in force from time-to-time. Membership in the COOPERATIVE shall not preclude any MEMBER from purchasing any insurance coverage above those amounts or in addition to that purchased by the COOPERATIVE. The COOPERATIVE may also create and administer programs to pay dental or other claims. All funds for the operation of such programs shall be accounted for separately and the financial obligations arising from such programs shall only be the responsibility of MEMBERS which participate.

#### ARTICLE XIV. Disputes Over Coverage.

In the event that a MEMBER should question whether its employee or officer or that of a listed entity is entitled to payments, that MEMBER shall, in writing, direct the COOPERATIVE not to pay any further amounts arising from such claim after the date of the receipt of the written direction. When so directed, the COOPERATIVE shall not pay such claim unless the MEMBER's order is withdrawn. Provided, however, that the MEMBER shall defend and hold harmless the COOPERATIVE against all costs, including defense costs, or damages which the COOPERATIVE shall incur in acting on the direction of the MEMBER. The COOPERATIVE may require the MEMBER to advance funds to support this obligation and on a failure of the MEMBER to do so, it may choose to make the payment.

In the event that an officer or employee or other person claiming benefits from a MEMBER or the MEMBER itself should contest the decision of the Executive Board or the Board of Directors, which declines to pay a benefit in whole or in part, the decision of the Executive Board or the Board of Directors shall be final in the absence of fraud. The COOPERATIVE shall have no financial responsibility if a company which provides insurance for benefit claims refuses or is unable to pay such claims. In the absence of action by the Board of Directors to recover such funds from the Company the MEMBER affected may pursue the matter at its expense.

#### ARTICLE XV. Contractual Obligation.

This document shall constitute a contract among the MEMBERS of the COOPERATIVE. The obligations and responsibilities of the MEMBERS set forth herein including the obligation to take no action inconsistent with this Contract and By-Laws as originally written or validly amended shall remain a continuing obligation and responsibility of the MEMBER. The terms of this contract may be enforced in a court of law either by the COOPERATIVE itself or by any of its MEMBERS. The consideration for the duties herewith imposed upon the MEMBERS to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the MEMBERS set forth herein and the advantage gained by MEMBERS in anticipated reduction of administrative costs for the processing of personnel benefits. Provided, however, that the financial obligations of a MEMBER are limited to that agreed to herein or such additional obligations as may come about through amendments to these By-Laws. The Scope of Coverage of the COOPERATIVE shall extend only to the MEMBERS. This intergovernmental agreement is not intended to, nor does it grant, any rights, including but not limited to, the right to an interpretation of its provisions or benefits to any third-parties.



#### ARTICLE XVI. Expulsion of Members.

By at least the concurrence of the vote of at least two-thirds (2/3) of the entire remaining membership of the Board of Directors, any MEMBER may be expelled. Such expulsion, which shall take effect in the manner set out below, may be carried out for one or more of the following reasons:

- (a) Failure to make any payments due to the COOPERATIVE,
- (b) Failure to exclusively provide to its employees and officers, except independent contractors, or those in union-sponsored programs, the health and accident benefits and associated life insurance coverage of the COOPERATIVE,
- (c) Failure to furnish full cooperation with the COOPERATIVE's attorneys, Executive Director, Administrator and any agent, employee, officer or independent contractor of the COOPERATIVE relating to the purpose and powers of the COOPERATIVE,
- (d) Failure to carry out any obligation of a MEMBER which impairs the ability of the COOPERATIVE to carry out its purpose and powers.

No MEMBER may be expelled, except after notice from the COOPERATIVE, of the alleged failure along with a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. The MEMBER, within that 15 day period, may request a hearing before the Board of Directors before any decision is made as to whether the expulsion shall take place. The Board of Directors shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The Board of Directors may appoint a hearing officer to conduct such hearing and make a recommendation to the Board of Directors based upon findings of fact. If the Board conducts the hearing itself, it may make a decision at the close

of the hearing. A decision by the Board of Directors to expel a MEMBER after notice and hearing and a failure to cure the alleged defect shall be final unless the Board of Directors shall be found by a court to have committed a gross abuse of discretion. After expulsion, the former MEMBER shall continue to be fully obligated for any payments due to the COOPERATIVE which were created during the term of its membership along with any other unfulfilled obligation as if it were still a MEMBER of the COOPERATIVE.

The obligation of the COOPERATIVE to administer the claims filed under the benefit program of the expelled MEMBER shall cease thirty (30) days after the date of expulsion, provided that the MEMBER is not in financial arrears to the COOPERATIVE. If the expelled MEMBER is in financial arrears to the COOPERATIVE, including estimated deficits, the administration of claims shall cease immediately upon expulsion. After expulsion, the COOPERATIVE or its Administrator may agree by contract to administer and pay the claims of the expelled MEMBER using funds furnished by the expelled MEMBER. The expelled MEMBER shall be required to pay the cost of the transfer of such document if it should choose to pay claims by itself or through others.

ARTICLE XVII.      Withdrawal of a Member and Continuation  
or Termination of the COOPERATIVE.

MEMBERS shall have the right to withdraw from membership at the end of any fiscal year if proper notice of withdrawal is given in the manner provided in this Article. The obligation of a MEMBER shall include continuing participation with regard to all classes of officers and employees of the MEMBER, not including its listed entities, established as being entitled to benefits at the commencement of each fiscal year. Provided, however, that if a MEMBER should choose to end continuing participation with regard to officers and employees of the MEMBER, other than at the end of a one-year term, who are to be provided health and life insurance coverage in a union-sponsored program, the COOPERATIVE shall permit such withdrawal, but it may re-price the costs of benefits to the continuing employees or officers based upon the same underwriting criteria used by that COOPERATIVE in the normal course of its business. If officers or employees are withdrawn from the COOPERATIVE into a union-sponsored program, they may subsequently be returned to coverage, but only on an underwriting basis. In addition, when the withdrawal is into a union-sponsored program, no MEMBER shall be expelled from the COOPERATIVE if the continuing employees or officers meet the general criteria required from time-to-time for other MEMBERS of the COOPERATIVE. If a MEMBER, which no longer meets the underwriting criteria as a MEMBER should be voluntarily admitted to an intergovernmental agency (sub-pool), which itself is a MEMBER of the COOPERATIVE, it may continue receiving benefits from the COOPERATIVE under the Contract and By-Laws of the Intergovernmental Agency. Provided, however, that upon at least a two-thirds (2/3) affirmative vote of the entire membership of the Board of Directors, any MEMBER may be relieved of continuing participation with regard to a particular class or classes of officers and employees of the

MEMBER. In addition, a MEMBER shall only be required to provide continuing participation for those persons within such classes of officers and employees as are actually employed or working for the MEMBER.

Any MEMBER of the COOPERATIVE may withdraw from the COOPERATIVE at the end of a fiscal year of the COOPERATIVE upon the giving of at least ninety (90) days prior written notice of withdrawal. Such notice shall be addressed to the Chairman of the COOPERATIVE and the Executive Director, and shall be accompanied by a resolution of the Corporate Authorities of the MEMBER electing to withdraw from the COOPERATIVE.

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If a MEMBER should withdraw from the COOPERATIVE and the contract between the COOPERATIVE and providers do not provide for mandatory run-off claim payments, no benefit claims of the MEMBER shall be processed or paid by the COOPERATIVE after the close of the fiscal year in which withdrawal takes place, unless the withdrawing MEMBER shall enter into a contract with the COOPERATIVE or the provider to provide such services using funds furnished by the withdrawing MEMBER. Pending claims and other records relating to the withdrawing MEMBER shall, in the absence of such a contract, be turned over to that MEMBER in a prompt manner and at that MEMBER's cost.

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If a MEMBER should withdraw from the COOPERATIVE, as of the date of its withdrawal, individual stop loss or aggregate stop loss insurance policies purchased by the COOPERATIVE, on behalf of its MEMBERS, will likely contain provisions which will provide that such insuring entities will be required to pay no claims of a withdrawing MEMBER which were not paid during the time of its Membership. Withdrawing MEMBERS will be required to pay such claims not paid during the time of its Membership. Withdrawing MEMBERS may wish to explore individually purchasing extensions of such insurance policies if available to them

from the insuring entities or arrange for alternate insurance coverages. MEMBERS should be aware of such payment obligations which will not be those of the COOPERATIVE except in the unlikely event that such individual stop loss or aggregate insurance policies provide for additional coverage.

With regards to benefit claims and administrative fees after a MEMBER withdraws in any way from the COOPERATIVE, the contract between the COOPERATIVE and the entity offering HMO benefits may provide that the COOPERATIVE is responsible for certain payments to the HMO for benefit claims and administrative costs for a continuing period. If a contract contains such a provision, the withdrawing MEMBER is responsible for the payment to the COOPERATIVE for all of such payments for the period contained within that agreement.

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With regards to benefit claims and administrative fees after a MEMBER withdraws in any way from the COOPERATIVE, the Contract between the COOPERATIVE and the entity or entities offering other than HMO benefits may also provide that the COOPERATIVE is entitled to those entities paying the run-off claims of the withdrawing MEMBER for a period of time specified in the Contract. Such a contract may obligate the COOPERATIVE to pay the provider for the payment of the agreed-upon claims of the withdrawing MEMBERS with the specified period of time even if the withdrawing MEMBER should be in default of its obligations to pay the COOPERATIVE for the previously-agreed to run-off coverage after the MEMBER'S withdrawal. Such contracts with providers may prevent the COOPERATIVE from directing the provider not to pay claims of the withdrawing MEMBER even if the withdrawing MEMBER is in default of its requirements. In some cases, the provider will advance funds and bill the COOPERATIVE after the payments have been made. Under other contracts, the provider may stop the payment for all continuing MEMBERS or MEMBERS which have withdrawn from the

COOPERATIVE and have fully paid in advance or as requested for run-off claims. Because of the serious adverse affect to all of the COOPERATIVE'S MEMBERS in the event that a withdrawing MEMBER fails to pay such amounts, the COOPERATIVE may utilize any funds within the account of the withdrawing MEMBER to pay for such run-off claims or may require the withdrawing MEMBER to advance funds reasonably estimated to be paid by the provider and the COOPERATIVE in fulfilling run-off payment provisions of the previously executed contracts with the providers. All withdrawing MEMBERS shall remain fully obligated for their portion of all expenses of and claims agreed to be paid by the COOPERATIVE incurred during the period of their Membership and during any period in which contractually obligated run-off claims are to be paid. The COOPERATIVE may seek to recover those funds at any time or seek to require advance payment of estimated costs.

Within one-hundred twenty (120) days after the approval of the audit of the COOPERATIVE for the prior fiscal year, a final accounting of funds owed or owing shall take place. Such accounting shall include all funds of the COOPERATIVE. If the amount owed to or owing from the withdrawing MEMBER shall be \$25,000 or less, the party owing such funds shall make payment within ninety (90) days after the final accounting. If the amount owed to or owing from the withdrawing MEMBER shall be over \$25,000, the party owing such funds may pay such funds owed in no more than 13 equal monthly payments with interest at the highest amount lawfully payable by a non-home rule Illinois municipality with the first payment to commence within ninety (90) days after the final accounting is established.

If the withdrawal of MEMBERS prior to the start of the next fiscal year shall reduce the number of covered employees and officers of the remaining MEMBERS, and any new MEMBERS legally committed to membership for the next fiscal year, to less than 2,000 covered

lives, the COOPERATIVE shall, except for winding up its affairs, cease its operations at the end of the then-concluding fiscal year. In that case, the Board of Directors shall continue to meet on such a schedule as shall be necessary to carry out the winding up of the affairs of the COOPERATIVE. If, during any fiscal year, the number of covered employees and officers should, through the withdrawal or expulsion of listed entities or attrition, be reduced to below 2,000 covered lives persons, any MEMBER may call a special meeting to discuss the feasibility of continuing the COOPERATIVE in operation until the close of that fiscal year.

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If any MEMBER should file a suit against the COOPERATIVE questioning the validity of the Contract and By-Laws document, or should raise the validity of this document in a suit by the COOPERATIVE and the validity of the Contract and By-Laws document is sustained, that MEMBER shall pay for the full legal and defense costs of the COOPERATIVE in that suit.

By execution of this Contract and By-Laws document, we do hereby certify that its approval and our membership in the IPBC has been authorized by our governing Board.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_