



## **United City of Yorkville**

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

[www.yorkville.il.us](http://www.yorkville.il.us)

### **AGENDA PUBLIC SAFETY COMMITTEE MEETING**

**Thursday, October 5, 2017**

**6:00 p.m.**

City Hall Conference Room  
800 Game Farm Road, Yorkville, IL

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#### **Citizen Comments:**

**Minutes for Correction/Approval:** September 7, 2017

#### **New Business:**

1. PS 2017-16 Adjudication Reports for September 2017
2. PS 2017-17 New Liquor License Category for Sidewalk/Parklet Cafés
3. PS 2017-18 Liquor License Application and Fee Review
4. PS 2017-19 KenCom Intergovernmental Agreement

#### **Old Business:**

#### **Additional Business:**

| <b>2017/2018 City Council Goals – Public Safety Committee</b> |                 |              |
|---------------------------------------------------------------|-----------------|--------------|
| <b>Goal</b>                                                   | <b>Priority</b> | <b>Staff</b> |
| “Municipal Building Needs and Planning”                       | 5               | Rich Hart    |
| “Vehicle Replacement”                                         | 6               | Rich Hart    |
| “Capital Improvement Plan”                                    | 11              | Rich Hart    |
| “Traffic Patrol”                                              | 12              | Rich Hart    |

UNITED CITY OF YORKVILLE  
WORKSHEET  
PUBLIC SAFETY COMMITTEE  
Thursday, October 5, 2017  
6:00 PM  
CITY HALL CONFERENCE ROOM

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**CITIZEN COMMENTS:**

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**MINUTES FOR CORRECTION/APPROVAL:**

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1. September 7, 2017

- ☐ Approved \_\_\_\_\_  
☐ As presented  
☐ With corrections

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**NEW BUSINESS:**

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1. PS 2017-16 Adjudication Reports for September 2017

- ☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N  
☐ Approved by Committee \_\_\_\_\_  
☐ Bring back to Committee \_\_\_\_\_  
☐ Informational Item  
☐ Notes \_\_\_\_\_
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2. PS 2017-17 New Liquor License Category for Sidewalk/Parklet Cafés

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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3. PS 2017-18 Liquor License Application and Fee Review

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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4. PS 2017-19 KenCom Intergovernmental Agreement

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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**ADDITIONAL BUSINESS:**  
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| Reviewed By:          |                          |
|-----------------------|--------------------------|
| Legal                 | <input type="checkbox"/> |
| Finance               | <input type="checkbox"/> |
| Engineer              | <input type="checkbox"/> |
| City Administrator    | <input type="checkbox"/> |
| Human Resources       | <input type="checkbox"/> |
| Community Development | <input type="checkbox"/> |
| Police                | <input type="checkbox"/> |
| Public Works          | <input type="checkbox"/> |
| Parks and Recreation  | <input type="checkbox"/> |

Agenda Item Number

Minutes

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Public Safety Committee – September 7, 2017

**Meeting and Date:** Public Safety Committee – October 5, 2017

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Committee Approval

**Submitted by:** Minute Taker

Name

Department

#### Agenda Item Notes:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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*Have a question or comment about this agenda item?*

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# DRAFT

**UNITED CITY OF YORKVILLE  
PUBLIC SAFETY MEETING  
Thursday, September 7, 2017 6:00pm  
City Hall Conference Room**

**In Attendance:**

Chairman Carlo Colosimo  
Alderman Joe Plocher

Alderman Chris Funkhouser  
Alderman Seaver Tarulis

**Other City Officials in Attendance:**

City Administrator Bart Olson  
Police Chief Rich Hart

**Others in Attendance:**

Andrew Graham, Countryside Subdivision

The meeting was called to order at 6:00pm by Chairman Colosimo and a quorum was established.

**Citizen Comments:** None

**Minutes for Correction/Approval:** April 6, 2017

The minutes were approved as presented on a unanimous voice vote.

**New Business:**

***1. PS 2017-11 Police Reports for March-July 2017***

Chief Hart said the reports were normal with no spikes in activity and there was low crime over the summer. However, he said there were more fireworks citations this year. Chairman Colosimo noted a couple accolades for the department also.

***2. PS 2017-12 Adjudication Reports for April-August 2017***

Mr. Olson said there have been no issues with fines below the minimums in the adjudication process.

***3. PS 2017-13 Selection of Committee Liaisons***

Alderman Funkhouser will continue as liaison with the school district by general consensus of the committee.

***4. PS 2017-14 2017 and 2018 Meeting Dates***

By general consensus, the committee approved keeping the quarterly schedule of meetings with additional meetings as needed.

**5. PS 2017-15 Ordinance Amending the City Code as it Relates to the Use of Other Power-Driven Mobility Devices**

Andrew Graham of 110 N. Conover Ct. was present to voice his opinion regarding use of a mobility device. He was glad to see the City's new interpretation of the ADA law since he uses such a device. He and an advocate had previously spoken with Chief Hart who passed ADA information along to City Attorney Orr. Mr. Graham felt the Attorney was mistaken about certain aspects of the law and questioned why it took a year to bring the issues forward for discussion.

Chairman Colosimo read the amendment to the City code which now allows for use of mobility devices within the City. Alderman Funkhouser asked if this allowance would be a case by case basis. Mr. Olson added that the City Attorney said the City do have the right to ask for verification of a disability and that the ADA gives the benefit of the doubt. The Chief confirmed the police can ask for disability paperwork which Mr. Graham had provided.

Alderman Funkhouser had concerns about the 20-mph potential speed of golf carts and asked if a governor could be installed to slow them. He said a ban was upheld in Florida to not allow carts on sidewalks. He also questioned if these devices would allow passengers or just the person in need. Mr. Funkhouser also had concerns about the safety of golf carts on a sidewalk due to width and size to allow for use by both pedestrians and golf carts. He also raised questions about navigation of curbs and lighting for nighttime use. He said if the City has an ordinance allowing these mobility devices, he wants to insure the device and all citizens are safe. Chairman Colosimo said a Justice Department pamphlet addresses golf carts and they can be used for ADA purposes unless there is a legitimate safety reason.

It was decided to move this forward to the September 26 Council consent agenda.

**Old Business** None

**Additional Business**

Chairman Colosimo said even though the City now has many bike paths, bicyclists are still using the streets. Alderman Tarulis asked if bikes could be forced to have a warning device to warn those who are walking, however, Mr. Olson said the City could not enforce this since Yorkville is non-home rule.

There was no further information and the meeting was adjourned at 6:31pm.

Minutes transcribed by Marlys Young, Minute Taker



| Reviewed By:          |                                     |
|-----------------------|-------------------------------------|
| Legal                 | <input type="checkbox"/>            |
| Finance               | <input type="checkbox"/>            |
| Engineer              | <input type="checkbox"/>            |
| City Administrator    | <input type="checkbox"/>            |
| Human Resources       | <input type="checkbox"/>            |
| Community Development | <input type="checkbox"/>            |
| Police                | <input checked="" type="checkbox"/> |
| Public Works          | <input type="checkbox"/>            |
| Parks and Recreation  | <input type="checkbox"/>            |

Agenda Item Number

New Business #1

Tracking Number

PS 2017-16

### Agenda Item Summary Memo

**Title:** Adjudication Reports for September 2017

**Meeting and Date:** Public Safety Committee – October 5, 2017

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Informational

**Council Action Requested:** None

**Submitted by:** Nicole Decker Police  
Name Department

#### Agenda Item Notes:

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United City of Yorkville  
804 Game Farm Road Yorkville, IL 60560  
(630) 553-4340

DOCKET INFORMATION  
09/06/2017

Bob Creadner, Klingel, Ambe, Gregg, Chris

| Case Number | Juv. | Atty. | Defendant                        | Ticket Type       | Offense                            | 1st Date   | Check In |
|-------------|------|-------|----------------------------------|-------------------|------------------------------------|------------|----------|
| 17-1073     |      | N     | LANAHAN, EMILY CAROLYN           | Police Admin Tow  | Impounded Vehicle                  | 10/17/2017 | NO       |
|             |      |       |                                  | Offense Location: | CANNONBALL TRAIL/ BRIDGE ST        |            |          |
| 17-1080     |      | N     | WILLIAMS, KEITRELL               | Police Admin Tow  | Impounded Vehicle                  | 10/17/2017 | NO       |
|             |      |       |                                  | Offense Location: | ELDAMAIN / RT 34                   |            |          |
| N 2685      |      | N     | PARKVIEW CHRISTIAN SCHOOL        | N Mandatory       | Permits for Signs                  | 10/17/2017 | NO       |
|             |      |       |                                  | Offense Location: | 202 E COUNTRYSIDE PKWY             |            |          |
| N 3553      |      | N     | POTTINGER, NELSON                | N Mandatory       | Certain Weeds (Over 8 Inches High) | 10/17/2017 | NO       |
|             |      |       |                                  | Offense Location: | 7311 S BRIDGE ST                   |            |          |
| N 3555      |      | N     | CHICAGO TITLE LAND TRUST - LB AN | N Mandatory       | Certain Weeds (Over 8 Inches High) | 10/17/2017 | NO       |
|             |      |       |                                  | Offense Location: | 19-04 ACRES IN CALEDONIA           |            |          |
| N 4128      |      | N     | NOBLE, JUSTIN A                  | N Mandatory       | Possession of Paraphernalia        | 10/17/2017 | NO       |
|             |      |       |                                  | Offense Location: | GALENA / CANNONBALL                |            |          |
| N 4129      |      | N     | NOBLE, JUSTIN A                  | N Mandatory       | Possession of Paraphernalia        | 10/17/2017 | NO       |
|             |      |       |                                  | Offense Location: | GALENA / CANNONBALL                |            |          |



United City of Yorkville  
804 Game Farm Road Yorkville, IL 60560  
(630) 553-4340

DOCKET INFORMATION  
09/11/2017

Nicole D.  
Larry H.  
Wally W.  
Pete R.

| Case Number | Juv. | Atty. | Defendant                      | Ticket Type                             | Offense                            | 1st Date   | Check In |
|-------------|------|-------|--------------------------------|-----------------------------------------|------------------------------------|------------|----------|
| 17-1107     | paid | N     | BLACK, SHELLY J                | Police Admin Tow                        | Impounded Vehicle                  | 10/23/2017 | NO       |
|             |      |       |                                | Offense Location: N BRIDGE ST/ PARK ST  |                                    |            |          |
| N 3490      | ①    | N     | PEDERSON, WILLIAM H            | N Mandatory                             | Cannabis                           | 10/23/2017 | NO       |
|             |      |       |                                | Offense Location: 221 B Hillcrest Ave.  |                                    |            |          |
| N 3543      |      | N     | CYB PROPERTIES LLC C/O COLLEEN | N Mandatory                             | Certain Weeds (Over 8 Inches High) | 10/23/2017 | NO       |
|             |      |       |                                | Offense Location: 2976 OLD GLORY DR     |                                    |            |          |
| N 3556      |      | N     | GUNNERSON, WILLIAM T           | N Mandatory                             | Certain Weeds (Over 8 Inches High) | 10/23/2017 | NO       |
|             |      |       |                                | Offense Location: 1962 MEADOWLARK LN    |                                    |            |          |
| N 3557      |      | N     | PAPENDICK, SCOTT D             | N Mandatory                             | Certain Weeds (Over 8 Inches High) | 10/23/2017 | NO       |
|             |      |       |                                | Offense Location: LIBERTY / E CENTER ST |                                    |            |          |
| N 3560      |      | N     | CYB PROPERTIES LLC C/O COLLEEN | N Mandatory                             | Certain Weeds (Over 8 Inches High) | 10/23/2017 | NO       |
|             |      |       |                                | Offense Location: 2896 MCLELLAN BLVD    |                                    |            |          |
| N 3561      |      | N     | CYB PROPERTIES LLC C/O COLLEEN | N Mandatory                             | Certain Weeds (Over 8 Inches High) | 10/23/2017 | NO       |
|             |      |       |                                | Offense Location: 2262 CRYDER CT        |                                    |            |          |
| N 3562      |      | N     | CYB PROPERTIES LLC C/O COLLEEN | N Mandatory                             | Certain Weeds (Over 8 Inches High) | 10/23/2017 | NO       |
|             |      |       |                                | Offense Location: 2261 CRYDER CT        |                                    |            |          |
| N 3564      |      | N     | CYB PROPERTIES LLC C/O COLLEEN | N Mandatory                             | Certain Weeds (Over 8 Inches High) | 10/23/2017 | NO       |
|             |      |       |                                | Offense Location: 2920 OLD GLORY DR     |                                    |            |          |
| N 3676      | ②    | N     | AMENDOLA, DINO J               | N Mandatory                             | Dangerous/Vicious Domestic Animals | 10/23/2017 | NO       |
|             |      |       |                                | Offense Location: 1406 ASPEN LN         |                                    |            |          |
| P 10685     |      | N     | HERREID, NOAH                  | P Non Mandatory                         | Expired Registration               | 10/23/2017 | NO       |
|             |      |       |                                | Offense Location: RT 47 / WALNUT        |                                    |            |          |



United City of Yorkville  
804 Game Farm Road Yorkville, IL 60560  
(630) 553-4340

DOCKET INFORMATION  
09/18/2017

Larry, Chris, Kirsten, Gregg

| Case Number                               | Juv. | Atty. | Defendant              | Ticket Type                                       | Offense                                          |             | 1st Date   | Check In |
|-------------------------------------------|------|-------|------------------------|---------------------------------------------------|--------------------------------------------------|-------------|------------|----------|
| 17-1145                                   |      | N     | MUSSER, CHRISTIAN L.C. | Police Admin Tow                                  | Impounded Vehicle                                | f: 500 C: Ø | 10/30/2017 | NO       |
| Offense Location: LANDMARK AVE/ BRIDGE ST |      |       |                        |                                                   |                                                  |             |            |          |
| 17-1165                                   |      | N     | THOMAS, DESIREE L      | Police Admin Tow                                  | Impounded Vehicle                                | f: 500 C: Ø | 10/30/2017 | NO       |
| Offense Location: N BRIDGE ST/ GALENA RD  |      |       |                        |                                                   |                                                  |             |            |          |
| N 2450                                    |      | N     | MERKEL, JOHN K         | N Mandatory                                       | Cannabis                                         | f: 75 C: Ø  | 10/30/2017 | NO       |
| ① Plea: finding:                          |      |       |                        | Offense Location: W RIDGE ST/ ADAMS ST            |                                                  |             |            |          |
| N 2742                                    |      | N     | MERKEL, JOHN K         | N Mandatory                                       | Possession of Paraphernalia                      | f: 250 C: Ø | 10/30/2017 | NO       |
| ① Plea: finding:                          |      |       |                        | Offense Location: W RIDGE ST/ ADAMS ST            |                                                  |             |            |          |
| N 3491                                    |      | N     | LANEY, SHELBY N        | N Mandatory                                       | Possession of Paraphernalia                      | f: 250 C: Ø | 10/30/2017 | NO       |
| ② Plea: finding:                          |      |       |                        | Offense Location: W VETERANS PKWY/ TIMBERRIDGE RD |                                                  |             |            |          |
| P 10594                                   |      | N     | STEVENS, FRANK         | P Non Mandatory                                   | Solicitors: Certificate of Registration Required | f: 150 C: Ø | 10/23/2017 | NO       |
| Offense Location: 651 WINDETT RIDGE RD    |      |       |                        |                                                   |                                                  |             |            |          |
| P 10595                                   |      | N     | JOHER, SHAWN J         | P Non Mandatory                                   | Solicitors: Uninvited                            | f: 150 C: Ø | 10/30/2017 | NO       |
| Offense Location: 651 WINDETT RIDGE RD    |      |       |                        |                                                   |                                                  |             |            |          |



United City of Yorkville  
804 Game Farm Road Yorkville, IL 60560  
(630) 553-4340

DOCKET INFORMATION  
09/25/2017

| Case Number | Juv. | Atty. | Defendant            | Ticket Type       | Offense                            | 1st Date   | Check In |
|-------------|------|-------|----------------------|-------------------|------------------------------------|------------|----------|
| 17-1199     | N    | N     | PATEL, VIBHOR S      | Police Admin Tow  | Impounded Vehicle                  | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | S BRIDGE ST/ GREENBRIAR RD         |            |          |
| 17-1206     | N    | N     | GRAVES, RYAN D       | Police Admin Tow  | Impounded Vehicle                  | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | KENNEDY / BAILEY                   |            |          |
| N 1273      | N    | N     | ABBAS, MOHAMMAD      | N Mandatory       | Alcohol - Sale to Minors           | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | 1541 SYCAMORE RD                   |            |          |
| N 1274      | N    | N     | ACKERMAN, SAMANTHA A | N Mandatory       | Alcohol - Sale to Minors           | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | 1421 N BRIDGE ST                   |            |          |
| N 2389      | N    | N     | JONES, JUSTIN E      | N Mandatory       | Cannabis                           | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | 306 W RIDGE ST                     |            |          |
| N 2390      | N    | N     | JONES, JUSTIN E      | N Mandatory       | Possession of Paraphernalia        | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | 306 W RIDGE ST                     |            |          |
| N 3566      | N    | N     | TRIPLETT, NENA M     | N Mandatory       | Motor Vehicles on Property         | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | 122 CLAREMONT CT                   |            |          |
| N 3567      | N    | N     | NICHOLSON, DANIEL    | N Mandatory       | Signs Prohibited                   | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | 206 HEUSTIS ST                     |            |          |
| N 3568      | N    | N     | NICHOLSON, DANIEL    | N Mandatory       | Motor Vehicles on Property         | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | 206 HEUSTIS ST                     |            |          |
| N 3569      | N    | N     | NICHOLSON, DANIEL    | N Mandatory       | Protective Treatment               | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | 206 HEUSTIS ST                     |            |          |
| N 3570      | N    | N     | NICHOLSON, DANIEL    | N Mandatory       | property Maintenance - Address     | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | 206 HEUSTIS ST                     |            |          |
| N 3571      | N    | N     | NICHOLSON, DANIEL    | N Mandatory       | Certain Weeds (Over 8 Inches High) | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | 206 HEUSTIS ST                     |            |          |
| N 3572      | N    | N     | NICHOLSON, DANIEL    | N Mandatory       | Corner Clearance                   | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | 206 HEUSTIS ST                     |            |          |
| N 3637      | N    | N     | [REDACTED]           | N Mandatory       | Curfew                             | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | 201 E HYDRAULIC AVE                |            |          |
| N 3638      | N    | N     | [REDACTED]           | N Mandatory       | Curfew                             | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | 201 E HYDRAULIC AVE                |            |          |
| N 3639      | N    | N     | [REDACTED]           | N Mandatory       | Curfew                             | 11/06/2017 | NO       |
|             |      |       |                      | Offense Location: | 201 E HYDRAULIC AVE                |            |          |



| Reviewed By:          |                                     |
|-----------------------|-------------------------------------|
| Legal                 | <input checked="" type="checkbox"/> |
| Finance               | <input type="checkbox"/>            |
| Engineer              | <input type="checkbox"/>            |
| City Administrator    | <input checked="" type="checkbox"/> |
| Human Resources       | <input type="checkbox"/>            |
| Community Development | <input checked="" type="checkbox"/> |
| Police                | <input type="checkbox"/>            |
| Public Works          | <input type="checkbox"/>            |
| Parks and Recreation  | <input type="checkbox"/>            |

Agenda Item Number

New Business #2

Tracking Number

PS 2017-17

### Agenda Item Summary Memo

**Title:** Sidewalk/Parklet Café Ordinance – Liquor License

**Meeting and Date:** Public Safety Committee – October 5, 2017

**Synopsis:** Proposal of new liquor license for sidewalk and parklet cafés in Yorkville.

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Krysti Barksdale-Noble, AICP Community Development  
Name Department

#### Agenda Item Notes:

See attached memo.

*Have a question or comment about this agenda item?*

*Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at [agendas@yorkville.il.us](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>*



# Memorandum

To: Public Safety Committee  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Date: September 21, 2017  
Subject: **Sidewalk Café and Parklet Regulations – Liquor License**

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## **Background/Proposed Request**

Late last year, staff was approached by a downtown business owner seeking options to enhance the experience of their patrons by offering outdoor seating and food/beverage service adjacent to their establishment within the public sidewalk. Since the City currently offers outdoor patio liquor licenses for restaurants on private property, the ability to offer patio service within a public right-of-way was not allowed. Therefore, we are recommending an amendment to the City's Liquor Ordinance to identify outdoor café license as a separate liquor class category to complement the proposed new use.

## **Staff Comments**

It is staff's position, sidewalk cafés and parklet cafés contribute to a vibrant urban culture and enhance Yorkville's downtown streetscape into a more dynamic place to walk, socialize and dine. Sidewalk and parklet cafés are temporary dining areas that occupy part of the public right-of-way (sidewalk or on-street parking stall) during eating establishment hours. The attached proposed ordinance, prepared by the City Attorney, creates a new liquor classification under 3-3-4-6: Outdoor Café' Liquor License called "OCL (Outdoor Café License)".

The OCL category allows for the sale of alcoholic liquor from an outdoor sidewalk café or parklet café location during times when food is being served on the site. Additional stipulations, such as restrictions on entertainment (outdoor amplified music), required entrance and exit points, as well as prohibition of glass containers for the service of alcoholic beverages is also provided in the attached draft ordinance language. The annual OCL license fee of \$250.00 is recommended and is renewable on a yearly basis between the months of April 1 and October 31<sup>st</sup>. This fee is in addition to the applicable required building permit fees collected through the Community Development Department.

At present, there is one (1) business seeking outdoor sidewalk café seating areas within the City's downtown public right of way, but there exists a potential for approximately 10-12 businesses to have either a sidewalk café or parklet (refer to attached map). It is anticipated that the annual permit fees from these users would provide a sufficient revenue stream for some of the necessary regulation and oversight of such operations.

For your reference, staff has also attached the proposed zoning regulations to accompany the liquor license for the sidewalk and parklet cafes' which will be considered by the Planning and Zoning Commission during a public hearing on October 11, 2017.

## **Staff Recommendation**

Based upon research used to prepare the the attached draft ordinance, staff is recommending approval of the draft ordinance. Staff will be available at Thursday night's meeting to discuss this request in greater detail.

Ordinance No. 2017-\_\_\_\_\_

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, ADDING OUTDOOR LIQUOR LICENSE REGULATIONS FOR PATIO SERVICE ADJACENT TO LICENSED PREMISES IN THE CITY'S RIGHT-OF-WAY**

**WHEREAS**, the United City of Yorkville (the "City") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, section 6-15 of the Liquor Control Act, as amended (235 ILCS 5/6-15) authorizes the City to allow the sale and consumption of alcoholic beverages on property belonging to or under the control of the City in compliance with the regulations of the City; and,

**WHEREAS**, pursuant to section 4-1 of the Liquor Control Act, as amended, (235 ILCS 5/1-1 et seq.) the corporate authorities have the power to determine the regulations for the sale and consumption of alcoholic beverages on City property; and in addition pursuant to its powers to protect the public's health, welfare and safety this Ordinance is hereby adopted.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

**Section 1:** That Title 3, Chapter 3, Subsection 3-3-4-5, of the Yorkville City Code, as amended, be and is hereby amended to read as follows: (changes underlined)

**"3-3-4-5: OUTDOOR LIQUOR LICENSE:**

A. Licenses Required For Outdoor Sale and Service: It shall be unlawful for any licensee or person, firm, corporation, partnership or club to sell, offer to sell or serve any alcoholic liquor from an outdoor location adjacent to the building premises without first:

1. Obtaining a class F license as authorized and regulated in this section for premises on adjacent City right-of-way; or
2. Obtaining a class G license as authorized and regulated in this section for beer garden/patio service on the property of an existing Licensee's building premise; and
2. Being a license holder in good standing of a class A, R or C license.

B. Entertainment: No entertainment shall be allowed on the premises of a class F license and it shall be unlawful for any holder of a class G license to play or cause to play amplified music or cause to have performed such other forms of entertainment by means or use of electronic amplification except during the following times and following days (unless otherwise when extended by the mayor at his discretion), and then only when all other applicable city ordinances have been adhered to:

1. Friday and Saturday: Twelve o'clock (12:00) noon to ten o'clock (10:00) P.M.
2. Sundays and legal holidays recognized by the federal government: Twelve o'clock (12:00) noon to eight o'clock (8:00) P.M.; except that on the following Sundays when the hours shall be extended to ten o'clock (10:00) P.M.:

- a. The Sunday before July 4, when the Fourth falls on Monday.
  - b. The Sunday before Memorial Day.
  - c. The Sunday before Labor Day.
3. Amplified music or other entertainment shall not be presented in such a manner so that it can be heard more than seventy five feet (75') from the premises which holds the license.

C. Restrictions: It shall be the affirmative duty of the license holder as a condition of a class F or G license to maintain and perform the following requirements:

1. Presentation and continued maintenance of a certificate of insurance with the city for coverage of the outdoor service area, including all applicable dramshop insurance for both class F and G licenses and commercial general liability coverage for class F licenses.
2. Outdoor service and consumption of alcohol shall be in an identified cordoned off area, as approved by the city liquor control commissioner. The area must be owned or leased by a class G license holder or for a class F license in compliance with the Zoning Ordinance and authorized by the city.

D. Establishment Restrictions:

1. Alcoholic beverages shall only be served to or consumed by those outdoor patrons during times at which food is being served on the site.
2. Alcoholic beverages consumed in the outdoor area must be purchased on the premises where the outdoor area is permitted by the city liquor license.
3. Entrance and exit points for the outdoor area shall be restricted as approved by the city liquor control commissioner. There shall be one emergency exit for the area outside of the building.
4. No alcoholic beverages of any kind shall be served in the outdoor area in glass containers.

E. Application:

1. Application for permission to conduct such outdoor retail sale or service of alcohol shall be in writing in the standard license application form for any liquor license in the city, and shall additionally state the dates for the requested license and a diagram of the outdoor area upon which the sale and consumption will occur.
2. The fee for a class F or G outdoor license shall be two hundred fifty dollars (\$250.00) annually as set forth in this chapter for all classes of license holders except holders of a fraternal license, which shall be charged one hundred dollars (\$100.00) for said additional license that permits outdoor events.

F. Revocation:

1. In addition to those restrictions stated above, all class F and G outdoor licenses shall be subject to all the limitations and restrictions set out in this chapter, state statutes and Zoning Ordinance. The license holder's current building premise license is subject to the terms and restrictions of the outdoor license.
2. The local liquor commissioner may revoke the outdoor license for violation of the standards set forth herein, or any other applicable restriction set out by state statute. The



commissioner may also consider revocation of the holder's building premise license in addition to the revocation of the outdoor license based on any violation of the restrictions applicable to either the building premise license or outdoor license.

G. Renewal: Outdoor licenses are renewable on a yearly basis and shall be valid for only those months specified in the license. Renewal fees are the same as application fees.”

**Section 2:** That Title 3, Chapter 3, Subsection 3-3-5B4, of the Yorkville City Code, as amended, be and is hereby amended by adding the following:

“F – Service from premises on City right-of-way available only to the adjacent class A, R, or C license holder for an additional annual fee \$250.00”

**Section 3:** This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
CITY CLERK

CARLO COLOSIMO \_\_\_\_\_

KEN KOCH \_\_\_\_\_

JACKIE MILSCHEWSKI \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

JOEL FRIEDERS \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

ALEX HERNANDEZ \_\_\_\_\_

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

## TITLE 10: ZONING

### CHAPTER 3: GENERAL ZONING PROVISIONS

#### SECTION 13: TEMPORARY AND SEASONAL USES

##### **PURPOSE:**

To further encourage the revitalization of the downtown and other areas within the City, these standards, guidelines and procedures are intended to provide a temporary but unique environment for relaxation, social interaction, and food or beverage consumption within the public right-of-ways and public sidewalks without impeding the free and safe flow of pedestrian or vehicular traffic.

##### **DEFINITION:**

**SIDEWALK CAFÉ**: A temporary outdoor dining area consisting of a group of tables, chairs or other seating fixtures and all related appurtenances located on a public sidewalk where patrons may consume food and/or beverages provided by an abutting business establishment having the same operator. Such establishments may either provide table service in the outdoor dining areas or sell takeout items to be consumed in the outdoor dining area. These regulations do not apply to outdoor dining on private property.

**PARKLET CAFÉ**: A temporary expansion of a business creating an outdoor dining facility on part of the public street right-of-way that immediately adjoins the licensed premises for the purpose of consuming food and/or beverages prepared at or provided by the business adjacent thereto.

##### **GENERAL PROVISIONS:**

- A. A sidewalk café or parklet café shall not be considered an “encroachment” so long as all outdoor facilities related thereto are temporary in nature, are not permanently affixed so as to extend below or above the sidewalk or public right-of-way, involve no penetration of the sidewalk surface or public right-of-way, are not attached to any building and are readily removable without damage to the surface of the sidewalk or public right-of-way.
- B. Sidewalk Cafés and Parklet Cafés shall be permitted from April 1<sup>st</sup> through October 31<sup>st</sup>. Parklet Cafés not removed after October 31<sup>st</sup> may be removed by the City at the owner’s expense.
- C. Permit Required: Outdoor dining on a public sidewalk or within the right-of-way may occur only pursuant to the issuance of permit issued to the business owner.
- D. Prohibited Locations: Outside dining will not be permitted on sidewalks or within the public right-of-way designated by the City Council as shared bicycle and pedestrian trails or paths.
- E. Seating in the sidewalk café or parklet café shall not be included to meet the required guest seating capacity for any license classification.
- F. Permit Transfer: A sidewalk café or parklet café permit is non-transferrable.
- G. Zoning Requirements: All sidewalk cafes and parklet cafes shall be located in all business zoned districts. Outdoor dining on a public sidewalk or public-right-of-way shall be subject to the

requirements and limitations set forth in this code and all applicable federal, state, county and local statutes, ordinances and regulations.

- H. Indemnification: The permittee shall defend, indemnify, and hold the city, and its employees harmless from and against any loss or damage arising from the use or existence of the improvements or encroachment authorized under the sidewalk café or parklet café permit.

## **DEVELOPMENT STANDARDS & DESIGN GUIDELINES:**

- A. The following standards, criteria, conditions and restrictions shall apply to all sidewalk cafes and parklet cafes, provided, however, that the Community Development Director or designee may impose additional conditions and restrictions to protect and promote the public health, safety, or welfare to prevent a nuisance from developing or continuing, and to comply with all other City ordinances and applicable state and federal laws.

Example of Sidewalk Café

Example of Parklet Café



## **B. Design Guidelines**

### **a. Sidewalk Café**

- i. **DESIGN ELEMENTS:** Elements of a typical sidewalk café may include, but are not limited to, the following: barriers, planters, tables, chairs, umbrellas, menu display, heat lamps and ingress/egress access point. The design, material and colors used for the furniture and fixtures within the sidewalk café should complement the architectural style and colors of the building façade and public street furniture, if any, and withstand inclement weather.

### **ii. SETBACKS:**

1. All sidewalk cafes must allow for a minimum five (5) foot unobstructed pedestrian passage way on the sidewalk. No element of the sidewalk café, as described above, may obstruct the pedestrian way. Light poles, tree wells, fire hydrants and other such items may fall within the pedestrian path allowed between the curb and the leading edge of the sidewalk café.

2. Sidewalk Café shall not unreasonably obstruct the visibility of neighboring businesses. In such cases a sidewalk café operator may be required to adjust the layout of the outdoor dining area per the recommendation of the Community Development Director or designee.
3. Sidewalk cafes must have a minimum distance of one-hundred feet (100') from the nearest residential zoned district.
4. The width of the sidewalk café must not extend beyond the frontage of the business establishment unless written notarized consent of the adjacent business and property owner has been provided to the Community Development Director.
5. Sidewalk Cafes located at a street corner must maintain a ten foot (10') setback from the corner of the building along both frontages.
6. Sidewalk Cafes located adjacent to a driveway or an alley, setback distances will be at the discretion of the Community Development Director in locations where unusual circumstances exist or where public safety would be jeopardized.

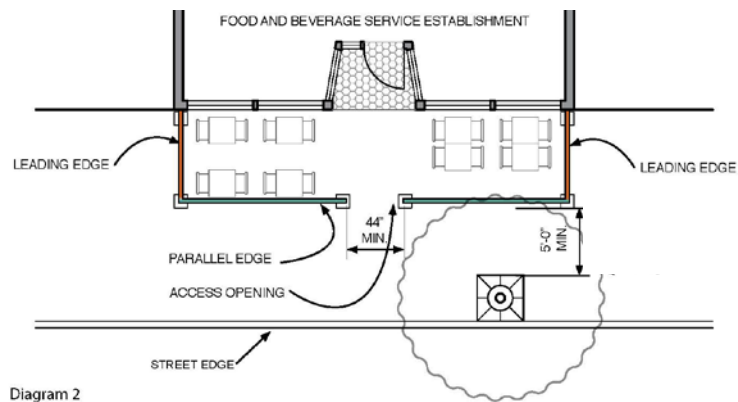


Figure 1: Sidewalk Café with barriers

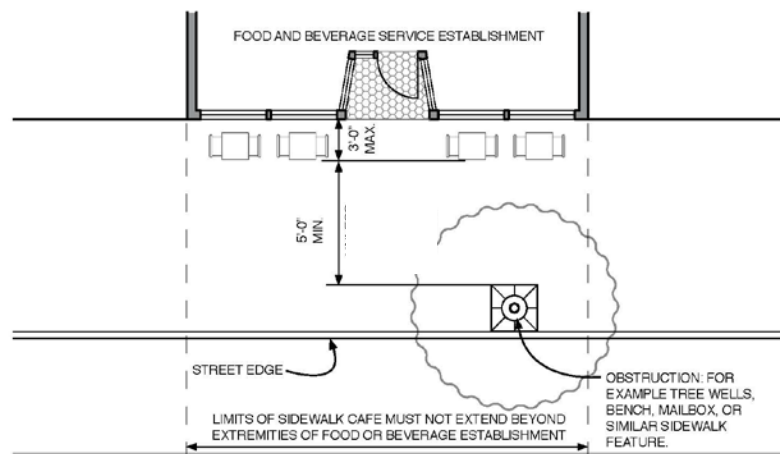


Figure 2: Sidewalk Café without barriers

### iii. BARRIERS:

1. The perimeter of sidewalk cafes that extend more than three (3) feet into the public right-of-way shall be enclosed by barriers that are durable, removable and maintained in good condition.
2. Sidewalk cafes that extend three (3) feet or less into the public right-of-way and do not serve alcohol are not required to be enclosed by a barrier.
3. Sidewalk cafes that serve alcohol must be surrounded by a barrier in all cases. Barrier access point must be controlled by the sidewalk café operator/business establishment. Business establishment owners should maintain compliance with Yorkville's Liquor Control Ordinance standards for serving alcohol outside of enclosed businesses.
4. Moveable barriers and all furniture shall be removed at the end of each business day unless otherwise approved by the Community Development Director or designee. Moveable barriers shall be capable of being removed through the use of recessed sleeves and posts, wheels that can be locked in place and/or weighted bases. Barrier segment bases should be flat with tapered edges that are between ¼ and ½ inch thick.
5. The maximum height of any barrier shall not exceed three feet six inches (3'-6"). The lowest point in the barrier should be no more than six inches (6") in height above the ground to comply with ADA detectable warning regulations.
6. Rigid fence sections may be placed end-to-end to create the appearance of a single fence. Sectional fencing shall be composed of metal or wood and painted or finished in a complementary color to the building color or accent materials. Sectional fencing may be constructed from other materials such as aircraft cable, fabric, steel or iron elements.
7. Planters may also be used as a barrier or planter boxes as barrier components. Planters must be no more than three (3) feet in height and plant materials may be up to three (3) feet tall. Planters must be kept in clean condition, contain living plants and shall be removed at the end of each business day.
8. Access openings must be kept clear of all materials and should measure no less than 44 inches in width.

### iv. AWNINGS AND UMBRELLAS

1. The use of awnings over the outdoor dining area and removable table umbrellas may be permitted provided they do not interfere with street trees. No portion of the awning shall be less than eight feet (8') above the

sidewalk and no portion of the umbrella shall be less than seven feet (7') above the sidewalk. Awnings may extend up to five feet (5') from the front of the building's façade or cover up to fifty percent (50%) of the outdoor dining area, whichever is less. Awnings shall have no support posts located within the public right-of-way. A separate building permit must be obtained prior to the installation of the awning.

2. Notwithstanding any provisions in this code, signs and logos shall be permitted on umbrellas or awnings in outdoor dining areas.

#### v. PROHIBITED ITEMS

1. Permanently affixed furniture to the public sidewalk is prohibited.
2. Shelves, serving stations, flimsy plastic tables and chairs, unfinished lumber or splintering wooden materials, rusted metal, loud speakers, sofas and televisions are prohibited.
3. It shall be prohibited to tie or otherwise secure sidewalk café elements to trees, lamp posts, street signs, street lights and hydrants.
4. Prohibited barrier materials include chain link, rope rails, chain rails, buckets, flag poles, and newspaper stands.
5. No alterations or coverings should be made to the sidewalks or placed over the sidewalk café space. Platforms, artificial turf, paint, or carpet in sidewalk café areas is prohibited.
6. If wait service is not provided in the sidewalk café area, the business establishment is required to supply a waste receptacle. If wait service is provided, the business establishment is not permitted to place a waste receptacle in the sidewalk café.

Examples of Sidewalk Café' Designs:





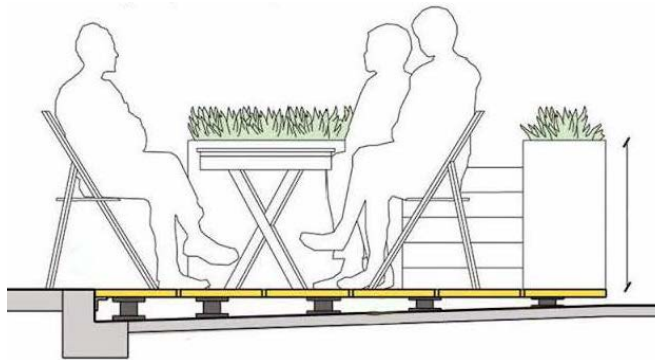


b. Parklet Café

- i. The parklet café site shall be located on at least one (1) parking spot within the public way and appurtenances thereof shall be a minimum of two (2) feet from the nearest edge of traveled way. Parklet cafes are restricted to City of Yorkville public streets and shall not be permitted on any state, county or township roadways.
- ii. Tables, chairs, umbrellas or other fixtures in the parklet café:
  - a. Shall not be placed within five (5) feet of fire hydrants, alleys or bike racks.
  - b. Shall not be placed within five (5) feet of a pedestrian crosswalk.
  - c. Shall not block designated ingress, egress or fire exits from or to the business establishment or any other structures.
  - d. Shall not be physically attached, chained or in any manner affixed to any structure, tree, signpost or light pole.
  - e. May be removed by the City at owner's expense.
  - f. Shall be maintained in a clean, sanitary and safe manner.
  - g. Shall consist of commercial-grade furniture.
  - h. Shall not be placed outside or hang over the designated parklet café area.
- iii. The parklet café shall be located in such a manner that a distance of not less than four (4) feet maintained at all times as a clear and unobstructed pedestrian path. For the purpose of the minimum clear path, traffic signs, trees, light poles and all similar obstacles shall be considered obstructions.
- iv. The parklet café, along with the sidewalk and roadway immediately adjacent to it, shall be maintained in a neat and orderly manner at all times. Debris shall be removed as required during the day and again at the close of each business day.

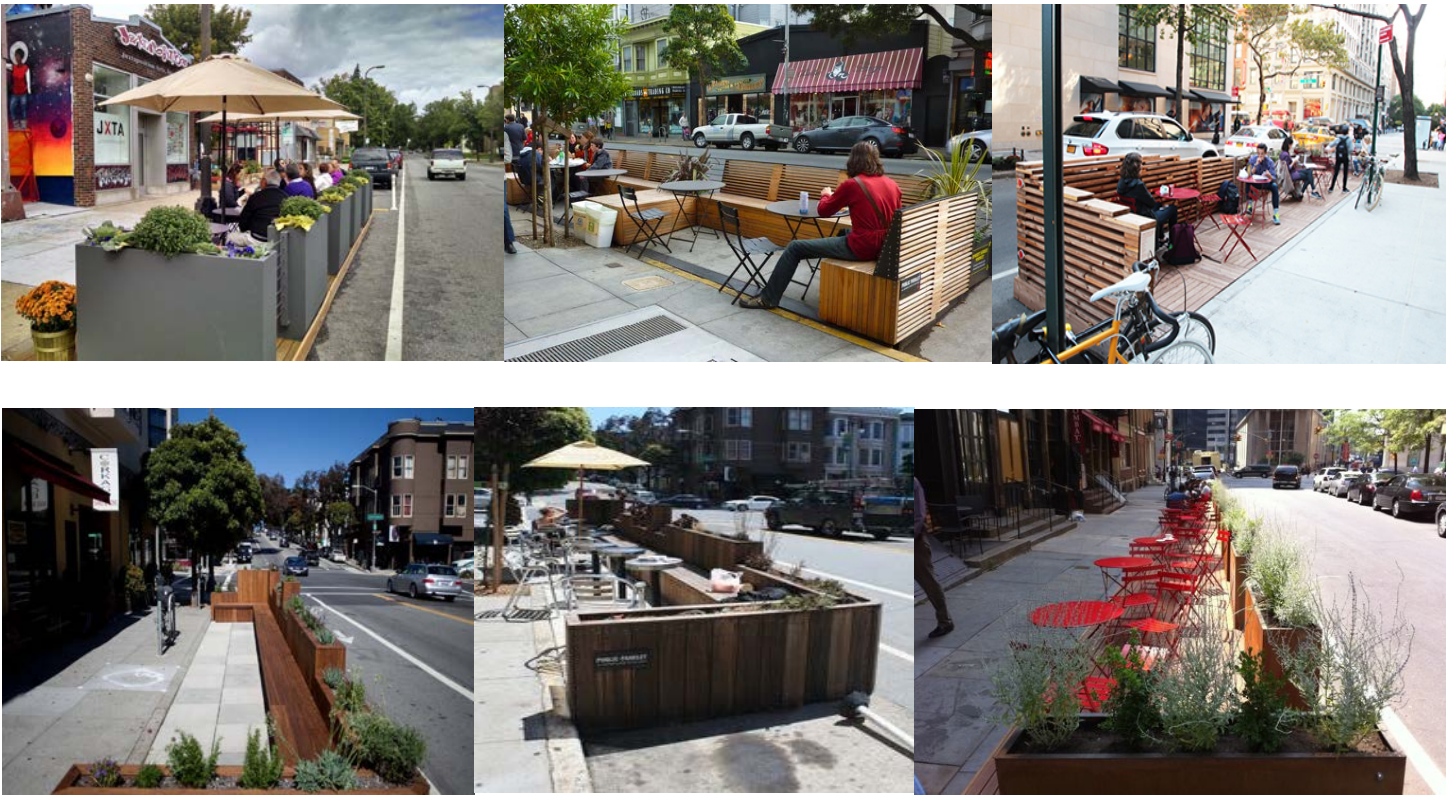
Maintenance details shall include access panels and how drainage will be provided along the existing drainage way.

- v. Parklet café decking must be flush with the curb and may not have more than a one-half inch (1/2") gap from the curb.
- vi. The parklet café platform shall allow for access underneath the platform and curbside drainage may not be impeded.



- vii. All rails around the parklet café must be capable of withstanding a 200 lb horizontal force.
- viii. The parklet café shall be required to have reflective tape, soft hit posts, wheel stops and, depending on the proposed location, may be required to have edging such as planters, railing or cables.
  - a. If cables are used, vertical spacing between cables may not exceed six inches (6").
- ix. Umbrellas and other decorative material shall be made of treated wood, canvas, cloth or similar material that is manufactured to be fire resistant. No portion of an umbrella shall be less than six feet eight inches (6'-8") above the sidewalk. Umbrellas must be secured.
- x. Temporary signage such as menu boards or easels may be permitted in parklet cafes.
- xi. No food preparation, food or beverage storage, refrigeration apparatus or equipment shall be allowed in the parklet café unless authorized by the Community Development Director or designee as part of a special event.
- xii. No amplified entertainment shall be allowed in the parklet cafe unless authorized by the Community Development Director or designee as part of a special event.
- xiii. Patio heaters shall not be permitted in a parklet café.
- xiv. Parklet cafes shall meet the intersection visibility requirements in accordance with other standards in the City's Zoning Ordinance.





Examples of Parklet Café Designs

**APPLICATION PROCEDURES:** A permit shall be required for all encroaching furniture and improvements. The application shall be filed with the Community Development Department no less than thirty (30) days prior to intended date of operation on a form provided by the City. The application shall be signed by the owner of the property or an authorized agent. Authorized agents shall submit written authorization. The application shall be accompanied by the following:

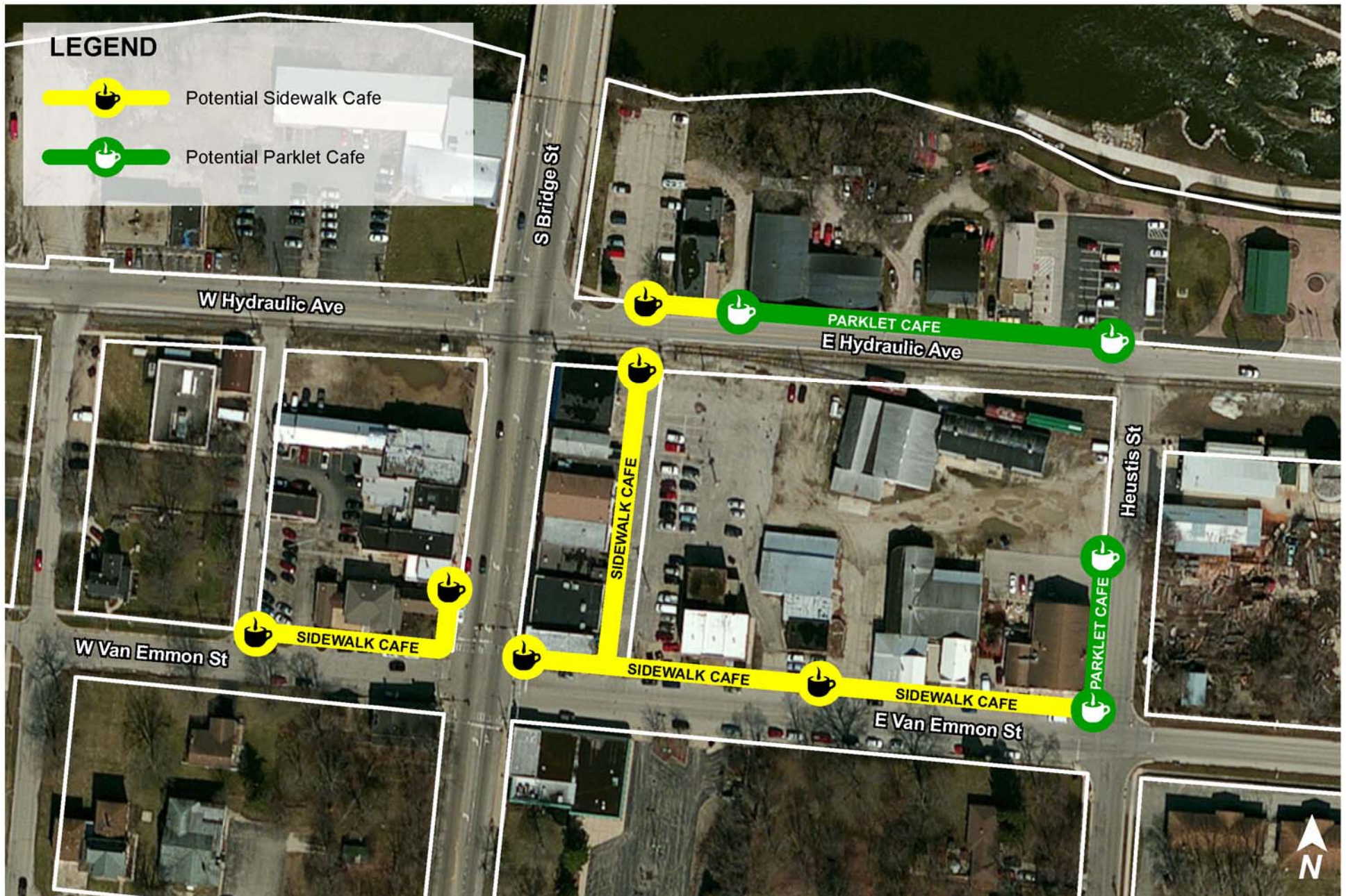
- A. The name, address and phone number of the applicant.
- B. The identity of the business, the street address and names of any managers or agents of the proposed sidewalk café or parklet café.
- C. A detailed diagram and a written description of the premises for which a permit is sought. A description of the design, including a detailed scale drawing of the sidewalk café or the parklet café, its portable barriers and the placement of tables, chairs, planters, canopies, umbrellas, etc. with all existing fixed features such as trees, sign posts, fire hydrants, etc. within twenty feet (20') of the encroachment shall be depicted in the site plan.
- D. Dates and hours of operation requested during which the permit is to be effective.
- E. An executed indemnification agreement in favor of the City of Yorkville.
- F. The permittee shall obtain and maintain in force comprehensive general liability, broad form property damage and blanket contractual liability insurance in a combined single limit amount, per claim and aggregate of at least one million dollars (\$1,000,000.00) covering the permittee's operations on the sidewalk or right-of-way. Such insurance shall name, on a special endorsement form, the City of Yorkville, its elected and appointed boards, commissions, officers, agents and employees as additional insurers. A certificate of insurance shall contain provisions that prohibit

cancellations, modifications, or lapse without thirty (30) days prior written notice to the city's Clerks Office.

- G. If the sidewalk area sought to be permitted is not owned by the applicant, then a certified copy of a document showing that the owner of the sidewalk area consents to the sale of food and/or beverages on such sidewalk(s).
- H. If an applicant contemplates the consumption of alcoholic beverages a separate liquor license application for the premises shall also be submitted to the City's Clerks Office.
- I. If the applicant contemplates the consumption of food, a copy of submitted permit application to the Kendall County Health Department for the premises.

**PERMIT FEES:** An application fee of fifty dollars (\$50.00) shall be required for all sidewalk cafés or parklet cafes with area one hundred (100) square feet or less. An application fee of one hundred dollars (\$100) shall be required for all sidewalk cafes or parklet cafes with an area greater than one hundred (100) square feet.





## Potential Sites for Parklets & Sidewalk Cafes



| Reviewed By:          |                                     |
|-----------------------|-------------------------------------|
| Legal                 | <input type="checkbox"/>            |
| Finance               | <input type="checkbox"/>            |
| Engineer              | <input type="checkbox"/>            |
| City Administrator    | <input checked="" type="checkbox"/> |
| Human Resources       | <input type="checkbox"/>            |
| Community Development | <input type="checkbox"/>            |
| Police                | <input type="checkbox"/>            |
| Public Works          | <input type="checkbox"/>            |
| Parks and Recreation  | <input type="checkbox"/>            |

Agenda Item Number

New Business #3

Tracking Number

PS 2017-18

### Agenda Item Summary Memo

**Title:** Liquor License Application and Fee Review

**Meeting and Date:** Public Safety Committee - October 5, 2017

**Synopsis:** Review of Liquor License Fees and Liquor License Application Fee with  
surrounding comparable communities.

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Approval

**Council Action Requested:** Majority

**Submitted by:** Erin Willrett Administration  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Public Safety Committee  
From: Erin Willrett, Assistant City Administrator  
CC: Bart Olson, City Administrator  
Date: October 5, 2017  
Subject: Liquor License Application and Fee Review

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## **Summary**

Review of Liquor License Fees and Liquor License Application Fee with surrounding comparable communities.

## **Background**

Attached you will find a spreadsheet outlining selected liquor license categories with a brief description and current fees associated with those categories. Also attached is a similar spreadsheet outlining the initial application fee and associated fees for the same municipalities. The last comprehensive review of fees was completed in 1996. In reviewing both license category fees as well as liquor license application fees, staff observed that Yorkville was lagging behind in the amount charged for liquor license fees as well as the liquor application fee. In order to stay current within the close geographic area of communities, staff is recommending increases to the license fees and application fee. The license fee is proposed to go into effect May 1, 2018 and the application fee is proposed to take effect if it is approved by City Council.

## **Recommendation**

Staff is recommending the increase of \$200.00 per license fee for Class A1, R1, B, B1, BG, CA and MB as shown on the attached spreadsheet. Staff is also recommending a \$150.00 increase of the initial liquor license application fee. This proposed increase would equal a total initial application fee of \$250.00. These proposed increases would keep the City in-line with the surrounding communities' fee schedules.



|                     | <u>Common Name:</u><br>No restrictions bar                                     | <u>Common Name:</u><br>Restaurant                                                                                | <u>Common Name:</u><br>Full retail                                     | <u>Common Name:</u><br>Beer wine retail                        | <u>Common Name:</u><br>Hybrid Bar Grill                                                                                                                        | <u>Common Name:</u><br>Catering                                                                     | <u>Common Name:</u><br>Brewpub                                                         |
|---------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
|                     | <u>Characteristics:</u><br>Can drink at the bar, can buy packages to take home | <u>Characteristics:</u><br>Can drink at the bar, but majority of all revenue has to be derived from food service | <u>Characteristics:</u><br>Can buy beer, wine and spirits to take home | <u>Characteristics:</u><br>Can buy beer and wine to take home. | <u>Characteristics:</u><br>Can drink at the bar, but majority of all revenue has to be derived from food service during the day and unlimited during the night | <u>Characteristics:</u><br>Can sell liquor to the general public for consumption at a private party | <u>Characteristics:</u><br>Sell beer only on site for drinking onsite or to take home. |
|                     | <u>Yorkville Class</u><br>A1                                                   | <u>Yorkville Class</u><br>R1                                                                                     | <u>Yorkville Class</u><br>B                                            | <u>Yorkville Class</u><br>B1                                   | <u>Yorkville Class</u><br>BG                                                                                                                                   | <u>Yorkville Class</u><br>CA                                                                        | <u>Yorkville Class</u><br>MB                                                           |
| Algonquin           | \$2,000.00                                                                     | \$1,500.00                                                                                                       | \$1,200.00                                                             | \$700.00                                                       | N/A                                                                                                                                                            | N/A                                                                                                 | \$2,000.00                                                                             |
| Batavia             | 1500 <sup>3</sup>                                                              | \$1,800.00                                                                                                       | \$750.00                                                               | \$750.00                                                       | N/A                                                                                                                                                            | \$200.00                                                                                            | \$1,300.00                                                                             |
| Dekalb <sup>1</sup> | \$2,599.00                                                                     | \$3,431.00                                                                                                       | \$2,599.00                                                             | N/A                                                            | N/A                                                                                                                                                            | N/A                                                                                                 | N/A                                                                                    |
| Elburn              | \$1,000.00                                                                     | N/A                                                                                                              | \$1,000.00                                                             | \$1,000.00                                                     | N/A                                                                                                                                                            | N/A                                                                                                 | N/A                                                                                    |
| Geneva <sup>2</sup> | \$2,000.00                                                                     | N/A                                                                                                              | N/A                                                                    | N/A                                                            | N/A                                                                                                                                                            | N/A                                                                                                 | \$2,500.00                                                                             |
| Gilberts            | N/A                                                                            | \$1,200.00                                                                                                       | \$1,200.00                                                             | N/A                                                            | N/A                                                                                                                                                            | N/A                                                                                                 | N/A                                                                                    |
| Lemont              | \$2,200.00                                                                     | \$2,000.00                                                                                                       | \$2,000.00                                                             | \$1,500.00                                                     | N/A                                                                                                                                                            | N/A                                                                                                 | N/A                                                                                    |
| Lockport            | \$1,750.00                                                                     | \$1,250.00                                                                                                       | \$1,500.00                                                             | N/A                                                            | N/A                                                                                                                                                            | N/A                                                                                                 | N/A                                                                                    |
| Montgomery          | \$1,500.00                                                                     | \$1,000.00                                                                                                       | \$1,000.00                                                             | \$750.00                                                       | N/A                                                                                                                                                            | \$1,000.00                                                                                          | N/A                                                                                    |
| North Aurora        | N/A                                                                            | \$2,650.00                                                                                                       | \$1,880.00                                                             | \$1,880.00                                                     | N/A                                                                                                                                                            | N/A                                                                                                 | \$3,000.00                                                                             |
| Oswego              | \$1,800.00                                                                     | \$1,500.00                                                                                                       | \$1,500.00                                                             | \$1,200.00                                                     | N/A                                                                                                                                                            | \$550.00                                                                                            | \$800.00                                                                               |
| Plainfield          | \$1,900.00                                                                     | \$1,900.00                                                                                                       | \$1,500.00                                                             | N/A                                                            | \$1,800.00                                                                                                                                                     | \$1,200.00                                                                                          | \$1,900.00                                                                             |
| Plano               | \$1,000.00                                                                     | \$750.00                                                                                                         | \$1,250.00                                                             | \$1,250.00                                                     | N/A                                                                                                                                                            | N/A                                                                                                 | N/A                                                                                    |
| Sugar Grove         | \$1,900.00                                                                     | \$1,450.00                                                                                                       | \$1,250.00                                                             | N/A                                                            | \$1,850.00                                                                                                                                                     | \$1,150.00                                                                                          | N/A                                                                                    |
| Average             | \$1,786.27                                                                     | \$1,702.58                                                                                                       | \$1,433.00                                                             | \$1,128.75                                                     | \$1,825.00                                                                                                                                                     | \$820.00                                                                                            | \$1,916.67                                                                             |
| Yorkville current   | \$1,500.00                                                                     | \$1,000.00                                                                                                       | \$1,000.00                                                             | \$800.00                                                       | \$1,200.00                                                                                                                                                     | \$500.00                                                                                            | \$1,500.00                                                                             |
|                     |                                                                                |                                                                                                                  |                                                                        |                                                                |                                                                                                                                                                |                                                                                                     |                                                                                        |
| Recommendation      | \$1,700.00                                                                     | \$1,200.00                                                                                                       | \$1,200.00                                                             | \$1,000.00                                                     | \$1,400.00                                                                                                                                                     | \$700.00                                                                                            | \$1,700.00                                                                             |

Notes

<sup>1</sup> Dekalb's Renewal Fee was used  
<sup>2</sup> Geneva's Renewal Fee was Used  
<sup>3</sup> Batavia A1 equivalent represents Tavern license plus package amount

|                         | <u>Initial Application Fee</u> | <u>Late Fee</u>                                                                                  | <u>Change in Ownership/Name</u> | <u>Change in Manger or Agent</u> | <u>Fine if not reported</u> | <u>Replacement License</u> | <u>Fingerprinting Fee (per person)</u> | <u>Licensee move to a new location</u> |
|-------------------------|--------------------------------|--------------------------------------------------------------------------------------------------|---------------------------------|----------------------------------|-----------------------------|----------------------------|----------------------------------------|----------------------------------------|
| Algonquin               | \$500.00                       | 20% of the total license fee, when a renewal application is filed less than 30 days prior to the | \$250.00                        | \$50.00                          | \$250.00                    | \$50.00                    |                                        |                                        |
| Batavia                 | \$250.00                       | \$50.00                                                                                          | \$50.00                         |                                  |                             |                            | \$35.00                                | \$50.00                                |
| Dekalb                  | \$520.00                       | \$250.00                                                                                         |                                 |                                  |                             |                            |                                        |                                        |
| Elburn                  | N/A                            |                                                                                                  |                                 |                                  |                             |                            |                                        |                                        |
| Geneva                  | \$200.00                       | \$50.00                                                                                          |                                 |                                  |                             |                            | \$50.00                                |                                        |
| Gilberts <sup>1</sup>   | N/A                            |                                                                                                  |                                 |                                  |                             |                            |                                        |                                        |
| Lemont                  | \$500.00                       |                                                                                                  |                                 |                                  |                             |                            |                                        |                                        |
| Lockport                | \$500.00                       |                                                                                                  |                                 |                                  |                             |                            |                                        |                                        |
| Montgomery <sup>2</sup> | N/A                            |                                                                                                  |                                 |                                  |                             |                            |                                        |                                        |
| North Aurora            | \$100.00                       |                                                                                                  |                                 |                                  |                             |                            |                                        |                                        |
| Oswego                  | \$250.00                       | \$250.00                                                                                         |                                 |                                  |                             | \$50.00                    |                                        |                                        |
| Plainfield              | \$250.00                       |                                                                                                  |                                 |                                  |                             |                            | \$50.00                                |                                        |
| Plano                   | \$250.00                       |                                                                                                  |                                 |                                  |                             |                            | \$40.00                                |                                        |
| Sugar Grove             | \$500.00                       |                                                                                                  |                                 |                                  |                             |                            |                                        |                                        |
| Average                 | \$347.27                       | \$150.00                                                                                         | \$150.00                        | \$50.00                          | \$250.00                    | \$50.00                    | \$43.75                                | \$50.00                                |
| Yorkville current       | \$100.00                       | \$100.00                                                                                         |                                 | \$100.00                         |                             |                            |                                        |                                        |
|                         |                                |                                                                                                  |                                 |                                  |                             |                            |                                        |                                        |
| Recommendation          | \$250.00                       | \$100.00                                                                                         |                                 | \$100.00                         |                             |                            |                                        |                                        |

Notes

<sup>1</sup> Pay license fee up front, refunded if not approved

<sup>2</sup> Pay license fee up front, refunded if not approved



| Reviewed By:          |                                     |
|-----------------------|-------------------------------------|
| Legal                 | <input type="checkbox"/>            |
| Finance               | <input type="checkbox"/>            |
| Engineer              | <input type="checkbox"/>            |
| City Administrator    | <input checked="" type="checkbox"/> |
| Human Resources       | <input type="checkbox"/>            |
| Community Development | <input type="checkbox"/>            |
| Police                | <input type="checkbox"/>            |
| Public Works          | <input type="checkbox"/>            |
| Parks and Recreation  | <input type="checkbox"/>            |

Agenda Item Number

New Business #4

Tracking Number

PS 2017-19

### Agenda Item Summary Memo

**Title:** KenCom Intergovernmental Agreement

**Meeting and Date:** Public Safety Committee – October 5, 2017

**Synopsis:** Please see attached.

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson Administration  
Name Department

#### Agenda Item Notes:

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*Have a question or comment about this agenda item?*

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at [agendas@yorkville.il.us](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>





# Memorandum

To: Public Safety Committee  
From: Bart Olson, City Administrator  
CC:  
Date: September 27, 2017  
Subject: KenCom Intergovernmental Agreement

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## **Summary**

Approval of an intergovernmental agreement for participation in KenCom, and cost sharing and use of the New World computer system.

## **Background**

The City has used the New World computer system for police operations for the past several years. Previously, the license agreement for the computer system had been between New World and Kendall County. As a result of an ongoing discussion of the modules used in the system and the cost sharing for the system between all of the KenCom entities, Kendall County suggested that the license agreement for the system be put in KenCom's name and that the entities agree to split the cost of the system in an intergovernmental agreement. This arrangement means that only one entity (KenCom) controls the licensing, which is cheaper under the New World licensing agreement than if multiple entities were licensed.

The City needs to review and approve two Intergovernmental Agreements between KenCom and the City. The first agreement will cover the cost sharing of the entire system, which includes a one-time buy-in cost for all of the modules based on how many users we have and an ongoing cost sharing attachment. At time of packet creation, we do not have an estimate for the annual cost to the City for FY 19. The cost sharing agreements are split between police and fire entities (different number of entities, different modules within the systems). Generally, Montgomery pays a higher, flat contribution because they are a late-arriving partner in KenCom and Yorkville pays a portion of the costs remaining after the Montgomery contribution is put towards the gross total cost. At time of packet creation, we do not have an estimate for the annual cost to the City for FY 19. This amount has not been included within our previous KenCom budget amounts, but it will be added in future budget proposals.

The second agreement for consideration is the intergovernmental agreement between KenCom and the City for operation of the computer system. Generally, this agreement covers the use of the software, and how the data is accessed and maintained by KenCom.

## **Recommendation**

Staff recommends approval of both agreements.

**(AGENCY) AND KENCOM PUBLIC SAFETY DISPATCH  
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Licensing and Maintenance Fees**

This agreement is hereby entered into by and between KenCom Public Safety Dispatch, 1100 Cornell Lane, Yorkville, Illinois 60560 (hereinafter referred to as “KenCom”) and the (Agency), (Address), (hereinafter referred to as “Agency”).

**Whereas**, KenCom on behalf of its participating member agencies has purchased and/or obtained computer software and hardware through Tyler Technologies (hereinafter referred to as “Tyler”); and

**Whereas**, (Agency) has requested KenCom to obtain on their behalf software licensing and hardware for Tyler/New World Mobile CAD and/or the Tyler/New World Records Management System;

**Whereas**, the parties that have executed this agreement have the requisite authority to execute this agreement, and intend by the execution of this agreement to bind KenCom and (Agency) respectively to the terms of this agreement; and

**Whereas**, the parties to this agreement have each had ample opportunity to review this agreement with their respective governing bodies, if any, and that this agreement has been approved by legal counsel for the respective agencies and the respective governing bodies if any.

**Now, Therefore**, in consideration of the premises and mutual covenants hereafter set forth, the parties agree as follows:

- 1) This IGA will not be considered effective until both the Tyler/New World Assignment from Kendall County and Tyler/New World Security and Operations IGA are signed.
- 2) (Agency) agrees to reimburse KenCom for initial one-time buy-in costs for Tyler/New World products listed in Table #1 which will be invoiced by \_\_\_\_\_ and will be due no later than (60) days after the invoice date. (date)

| <b>Table #1 – One- Time Initial Buy-In Cost</b> |                                                                                            |                 |           |
|-------------------------------------------------|--------------------------------------------------------------------------------------------|-----------------|-----------|
| Qty                                             | Description                                                                                | Per Item Amount | Total     |
| ##                                              | Tyler/New World Software Licenses for Mobile CAD                                           | \$              | \$        |
| ##                                              | Permanent Mount Hardware for AVL (no annual maintenance)                                   | \$              | \$        |
| ##                                              | Tyler/New World Software Licenses for Mobile In-Car Mapping                                | \$              | \$        |
| ##                                              | Third Party Software Licenses for In-Car Mapping                                           | \$              | \$        |
| ##                                              | Tyler/New World Field Based Reporting Mobile/Desktop Software Licenses                     | \$              | \$        |
| ##                                              | Tyler/New World Field Based Reporting Field Investigation Mobile/Desktop Software Licenses | \$              | \$        |
| <b>Grand Total One-Time Buy-In Cost</b>         |                                                                                            |                 | <b>\$</b> |

- 3) (Agency) agrees to reimburse KenCom within (60) days of purchase for any additional software and/or equipment procured from Tyler/New World by KenCom on behalf of the (Agency) after the initial buy-in.
- 4) (Agency) agrees to reimburse KenCom for on-going annual maintenance costs for software licensing for Tyler/New World products and Third Party Software listed in Table #1 above and

**(AGENCY) AND KENCOM PUBLIC SAFETY DISPATCH  
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Licensing and Maintenance Fees**

any additional software purchased after the execution of this agreement (except the Tyler/New World Records Management System) for a period of no less than nine (9) years beginning in year 2018. The annual maintenance costs are calculated based on software license fees at a rate of 21% of the initial cost of the software license plus a three percent (3%) annual increase. Annual maintenance costs will be billed annually on \_\_\_\_\_ and will be due no later than (60) days after the invoice date. (date)

- 5) (Agency) agrees to reimburse KenCom for their portion of the Tyler/New World Records Management System annual maintenance costs for a period of no less than (insert quantity) years beginning in 2017. Maintenance costs will be billed annually on \_\_\_\_\_ and will be due no later than (60) days after the invoice date. (date)  
\*\* See Attachment A – Tyler/New World (Law or Fire) Records Management System Cost Sharing Agreement for the agreed upon portion of the Records Management System to be paid by (Agency) \*\*
- 6) After June 30, 2025 a two (2) year notification is required to opt out of the Tyler/New World Software.
- 7) Affected member agencies with a cost sharing agreement for Tyler/New World RMS Software will have thirty (30) days to respond to a request for cost sharing information in regards to agencies interested in joining KenCom Public Safety Dispatch.

**In witness whereof**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the below date.

KenCom Public Safety Dispatch

Agency, Illinois

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

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

Title: Chairman, KenCom Executive Board \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**Attachment A – Tyler/New World Law Enforcement Records Management System Cost Sharing Agreement**

The annual maintenance fees associated with the Tyler/New World Law Enforcement Records Management System are listed in Table #1 below. The police agencies will determine the cost sharing percentages and make notification to KenCom for the purpose of invoicing. The police agencies listed in Table #2 below agree to share the total cost of the annual maintenance fees according to the amounts also listed in Table #2 so long as the total annual maintenance fees are paid by the users and KenCom receives a reimbursement amount that equals 100% of the total cost.

| <b>Table #1 – On-Going Annual Maintenance Costs Law Enforcement Records Management System</b> |      |                                                            |                  |
|-----------------------------------------------------------------------------------------------|------|------------------------------------------------------------|------------------|
| Year                                                                                          | Year | Period Covered                                             | Total RMS Amount |
| 1                                                                                             | 2017 | July 1 <sup>st</sup> , 2017 – June 30 <sup>th</sup> , 2018 | \$141,452        |
| 2                                                                                             | 2018 | July 1 <sup>st</sup> , 2018 – June 30 <sup>th</sup> , 2019 | \$104,000        |
| 3                                                                                             | 2019 | July 1 <sup>st</sup> , 2019 – June 30 <sup>th</sup> , 2020 | \$107,120        |
| 4                                                                                             | 2020 | July 1 <sup>st</sup> , 2020 – June 30 <sup>th</sup> , 2021 | \$90,000         |
| 5                                                                                             | 2021 | July 1 <sup>st</sup> , 2021 – June 30 <sup>th</sup> , 2022 | \$92,700         |
| 6                                                                                             | 2022 | July 1 <sup>st</sup> , 2022 – June 30 <sup>th</sup> , 2023 | \$95,481         |
| 7                                                                                             | 2023 | July 1 <sup>st</sup> , 2023 – June 30 <sup>th</sup> , 2024 | \$98,345         |
| 8                                                                                             | 2024 | July 1 <sup>st</sup> , 2024 – June 30 <sup>th</sup> , 2025 | \$101,296        |
| 9                                                                                             | 2025 | July 1 <sup>st</sup> , 2025 – June 30 <sup>th</sup> , 2026 | \$104,335        |
| 10                                                                                            | 2026 | July 1 <sup>st</sup> , 2026 – June 30 <sup>th</sup> , 2027 | \$107,465        |

| <b>Table #2 – Cost Sharing of the Law Enforcement Records Management System</b> |                                                                                                                                                       |                                                                                                                |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Year                                                                            | Police Agencies                                                                                                                                       | Percentage Split<br>Total RMS Amount                                                                           |
| 2017                                                                            | Montgomery Police Department<br>Kendall County Sheriff's Office<br>Oswego Police Department<br>Yorkville Police Department<br>Plano Police Department | **\$76,525<br>55% of remaining bal.<br>15% of remaining bal.<br>15% of remaining bal.<br>15% of remaining bal. |
| 2018                                                                            | Montgomery Police Department<br>Kendall County Sheriff's Office<br>Oswego Police Department<br>Yorkville Police Department<br>Plano Police Department | **\$37,125<br>55% of remaining bal.<br>15% of remaining bal.<br>15% of remaining bal.<br>15% of remaining bal. |
| 2019                                                                            | Montgomery Police Department<br>Kendall County Sheriff's Office<br>Oswego Police Department<br>Yorkville Police Department<br>Plano Police Department | **\$38,239<br>55% of remaining bal.<br>15% of remaining bal.<br>15% of remaining bal.<br>15% of remaining bal. |
| 2020                                                                            | Montgomery Police Department<br>Kendall County Sheriff's Office<br>Oswego Police Department<br>Yorkville Police Department<br>Plano Police Department | TBD<br>TBD<br>TBD<br>TBD<br>TBD                                                                                |
| 2021                                                                            | Montgomery Police Department<br>Kendall County Sheriff's Office<br>Oswego Police Department                                                           | TBD<br>TBD<br>TBD                                                                                              |

**Attachment A – Tyler/New World Law Enforcement Records Management System Cost Sharing Agreement**

|      |                                 |     |
|------|---------------------------------|-----|
|      | Yorkville Police Department     | TBD |
|      | Plano Police Department         | TBD |
| 2022 | Montgomery Police Department    | TBD |
|      | Kendall County Sheriff's Office | TBD |
|      | Oswego Police Department        | TBD |
|      | Yorkville Police Department     | TBD |
|      | Plano Police Department         | TBD |
| 2023 | Montgomery Police Department    | TBD |
|      | Kendall County Sheriff's Office | TBD |
|      | Oswego Police Department        | TBD |
|      | Yorkville Police Department     | TBD |
|      | Plano Police Department         | TBD |
| 2024 | Montgomery Police Department    | TBD |
|      | Kendall County Sheriff's Office | TBD |
|      | Oswego Police Department        | TBD |
|      | Yorkville Police Department     | TBD |
|      | Plano Police Department         | TBD |
| 2025 | Montgomery Police Department    | TBD |
|      | Kendall County Sheriff's Office | TBD |
|      | Oswego Police Department        | TBD |
|      | Yorkville Police Department     | TBD |
|      | Plano Police Department         | TBD |
| 2026 | Montgomery Police Department    | TBD |
|      | Kendall County Sheriff's Office | TBD |
|      | Oswego Police Department        | TBD |
|      | Yorkville Police Department     | TBD |
|      | Plano Police Department         | TBD |

KenCom Public Safety Dispatch

Agency, Illinois

Name:

Name:

Title: Chairman, KenCom Executive Board

Title:

Date:

Date:

Signature:

Signature:

**(AGENCY) AND KENCOM PUBLIC SAFETY DISPATCH  
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Security and Operations**

**THIS AGREEMENT** is hereby entered into by and between KenCom Public Safety Dispatch, 1100 Cornell Lane, Yorkville, Illinois, and the (Agency Village/City), on behalf of the (Agency), (Address), Illinois.

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the (Agency Village/City) (hereinafter referred to as "(Agency)"), and KenCom Public Safety Dispatch, Illinois (hereinafter referred to as "KenCom"), are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 55 ILCS 220/1et seq.; and

**WHEREAS**, KenCom has purchased computer software through Tyler/New World Systems, (hereinafter referred to as "Tyler/New World"); and

**WHEREAS**, said computer software includes multi-jurisdictional features which allow the sharing of said computer software amongst different agencies; and

**WHEREAS**, KenCom will operate the Tyler/New World software on its server(s); and

**WHEREAS**, the (Agency Village/City), on behalf of (Agency), and KenCom desire to enter into this Intergovernmental Agreement in order to provide an arrangement which would facilitate the use of the Tyler/New World Software by (Agency) through the use of the server(s) operated by KenCom; and

**WHEREAS**, the parties to this Agreement agree that the server(s) operated by KenCom has sufficient capacity at the present time to handle the Tyler/New World computer software which Tyler/New World intends to provide to (Agency); and

**WHEREAS**, the parties that have executed this Agreement have the requisite authority to execute this Agreement and intend by the execution of this Agreement to bind KenCom and (Agency) respectively to the terms of this Agreement; and

**WHEREAS**, the parties to this Agreement have each had ample opportunity to review this Agreement with their respective governing bodies, if any, and that this Agreement has been approved by legal counsel for the respective agencies and the respective governing bodies, if any.

**WHEREAS**, any agency using the Tyler/New World software on the KenCom server will be bound by the terms of this Security and Operations IGA.

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

**(AGENCY) AND KENCOM PUBLIC SAFETY DISPATCH  
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Security and Operations**

1. This IGA will not be considered effective until both the Tyler/New World Assignment from Kendall County and Tyler/New World Licensing and Maintenance Fees IGA are signed. (Agency) shall have the right to remove data owned by the agency at their cost with the understanding they will abide by the terms set forth in this IGA indefinitely.
2. Data imported, records created and stored by a fire or police agency on the Tyler/New World server into the fire and police RMS Software System is the property of the imputing agency.
3. The (Agency) will be permitted to use the KenCom computer network to access KenCom's Tyler/New World server(s) owned and maintained by KenCom for the purposes of the operation of Tyler/New World software.
4. All connectivity charges including hardware, software, services and security incurred with connection with the (Agency's) access to and operation of the Tyler/New World software on the KenCom computer network will be at the cost of the (Agency) and will be paid directly by (Agency) .
5. KenCom will own and maintain the Tyler/New World server(s). KenCom will bear sole responsibility for the maintenance and replacement of KenCom's hardware that operates the Tyler/New World software.
6. KenCom will arrange for all backup, data recovery and security systems in accordance with the regulations and operating procedures of KenCom approved by the Operations and Executive Boards.
7. KenCom and (Agency) will have no liability to the other for data which is damaged or lost as a result of the operation and/or failure of the Tyler/New World server(s) or the KenCom computer network.
8. KenCom will arrange for scheduled system downtime for maintenance with no less than a twenty four (24) hour confirmed notice to the (Agency's) designee.
9. KenCom will respond to any unscheduled downtime due to system failure or emergency situations as quickly as possible to minimize the impact to the (Agency) .
10. The (Agency) will administer all aspects of the (Agency's) use of the Tyler/New World software including the issuance of passwords, authorizing of new users, discontinuing access of former users, assignment of security levels and similar matters.
11. In the event a party to this agreement receives a request for KenCom or (Agency's) police, fire or CAD records contained on the KenCom Tyler/New World server belonging to another party to this agreement (whether by FOIA, subpoena, court order, etc.) the recipient of the request will forward the request to the other applicable party who shall respond to the request for their records in accordance with their agency's regulations and operating procedures. In no event shall KenCom release any of the (Agency's) RMS records to a third party without the prior written consent of the (Agency's) unless ordered to do so by a court.



**(AGENCY) AND KENCOM PUBLIC SAFETY DISPATCH  
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Security and Operations**

In no event shall (Agency) release any of the KenCom CAD records to a third party without the prior written consent of KenCom unless ordered to do so by a court.

12. Each party shall hold all confidential information of the other party in trust and confidence for the party claiming confidentiality and not use such confidential information other than for the benefit of that party or the sake of the safety of other emergency responders that KenCom provides dispatch service for. The other party agrees not to disclose any such confidential information, by publication or otherwise, to any other person or organization.
13. KenCom will effectuate and keep current a signed agreement or IGA with their contracted IT provider that will allow access to the Tyler/New World server(s) or computers that operate Tyler/New World software for maintenance purposes only, that prevents IT staff from viewing data that exists on the server(s) and computers unless necessary for the purpose of maintenance and that forbids dissemination of any data that is accessed on the server(s) or computers during the course of performing maintenance.
14. The parties agree that any modification to the Agreement must be in writing and signed by authorized individuals on behalf of the undersigned agencies.
15. This agreement shall not be assigned without the prior written consent of the parties. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Agreement shall be Kendall County, Illinois.
16. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by email or fax and certified mail or courier service and proof of service is received. In the case of notice to KenCom Public Safety Dispatch send to, Attention Director, 1100 Cornell Lane, Yorkville, IL 60560, fax (630)882-8532, email [KenComAdmin@co.kendall.il.us](mailto:KenComAdmin@co.kendall.il.us); and, in the case of notice to (Agency), send to (Designee), (Title), (Address), (Fax), (Email).
17. Neither party will be responsible to the other for damage, loss, injury or interruption of work if the damage, loss, injury or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism and riots of war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.



**(AGENCY) AND KENCOM PUBLIC SAFETY DISPATCH  
INTERGOVERNMENTAL AGREEMENT (2017) – Tyler/New World Security and Operations**

In witness whereof, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the below date.

KenCom Public Safety Dispatch

Agency, Illinois

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

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

Title: Chairman, KenCom Executive Board \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_