REVISED AGENDA

JO DAVIESS COUNTY BOARD

Tuesday, July 14, 2026 at 7:00 PM

Courthouse - 3rd Floor Board Room
330 North Bench Street, Galena, IL 61036

Join Zoom

Phone: 309-205-3325
Phone: 312-626-6799
Meeting ID: 986 3632 5254
Password: 229369

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Invocation & Thought for the Day

V. Consent Agenda

A. Minutes Approval

1. County Board minutes from the June 9, 2026, County Board meeting

B. Appointments/Resignations

1. Approval of certified list of candidates for Election Judges for two-year terms as provided by the Chairperson of the County Central Committee for both the Republican and Democratic parties

2. Appointment of Kirk Raab and Jean Wand to the Personnel Review Committee

C. Contracts/Agreements/Petitions

D. Ordinances/Resolutions/Proclamations

E. Reports/Correspondence

1. June 2026 Pending State's Attorney Cases

2. June 2026 County Clerk Financial Report

3. May 2026 Galena Country Tourism Reports

4. Thank-You Letter - Safe Haven Humane Society

5. Letter from the Galena Territory Association Zoning Task Group

F. Claims

1. Claims approval in the amount of **$1,255,522.14** as follows:

   i. **$480,092.91** (Regular Claims)
   ii. **$12,262.24** (Claims associated with LIT's)
   iii. **$291,375.03** (Claims associated with IFT's)
   iv. **$91,486.12** (GGMI Hotel/Motel Tax Reimbursement)

v. **$5,000.00** (Contingency)

vi. **$375,305.84** (Special Service Area Providers)

$86,039.93 - SSA #1 to Warren Area Ambulance Service, Inc.

$162,542.41 - SSA #6 to Galena Area Emergency Medical Service

$126,723.50 - SSA #7 to Elizabeth Community Ambulance Service

G. Line Item Transfers

1. FY2026 Line-Item Transfers over $500.00:

i. **$4,901.39** from 001-40112-901 Miscellaneous to 001-40101-711 Utilities

ii. **$1,573.90** from 001-41122-719 Other Service Charges to 001-41122-931 Inmate Groceries

iii. **$4,500.00** from 001-40103-401 Salaries - Full Time to 001-40103-405 Salaries - Overtime *(Class 1 expense transfers must be approved by a two-thirds (2/3) majority vote)*

iv. **$4,975.00** from 001-42131-702 Professional Services to 001-42131-719 Other Service Charges

v. **$1,288.45** from 001-42131-702 Professional Services to 001-42131-810 Equipment Purchase

vi. **$2,000.00** from 001-42131-704 Telephone to 001-42131-719 Other Service Charges

End of Consent Agenda

VI. Citizens' Comments

In accordance with Section 1-5-22 of the Jo Daviess County Code of Ordinances, members of the public may speak during the designated public comment period. Speakers must state their name and address for the record and limit comments to three (3) minutes. Remarks must be respectful, relevant to County business, and directed to the Board as a whole. Questions must go through the presiding officer. It is the policy of the County Board to not allow public comment on those agenda items coming to the board from a public hearing where sworn testimony was taken. Those wishing to comment on these items should attend and speak at the public hearings.

VII. Unfinished Business

VIII. New Business & Committee Reports

A. Discussion and possible action on a letter supporting the Jo-Carroll Depot Local Redevelopment Authority's Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant application for the Savanna Industrial Park Freight Rail Modernization Planning Project

B. Information & Technology

1. Consideration of a recommendation to approve purchasing three replacement production host servers, with 3-years of warranty/support included, from Storage IT Solutions as the lowest responsible bidder in the amount of $55,764.96 to be paid from the General Capital Equipment Fund 048-46172-810 (Activity Code 402) *(Recommendation of the Information & Communications Technology Committee meeting held on June 24, 2026)*

2. Consideration of a recommendation to approve purchasing three replacement disaster recovery (DR) host servers, with 3-years of warranty/support included, from xByte Technologies as the lowest responsible bidder in the amount of $37,500.00 with $4,235.04 to be paid from the General Capital Equipment Fund 048-46172-810 (Activity Code 402),

$10,000 to be paid from the ETSB fund (007-041128-810) pending approval at the next ETSB meeting, and up to $23,264.96 to be paid from the Contingency Fund 016-49197-905 *(Recommendation of the Information & Communications Technology Committee meeting held on June 24, 2026)*

3. Consideration of a recommendation to approve offering municipalities and lake communities the opportunity to cost share on the 2026 Orthophotography Project with a 55% municipal and 45% county cost split *(Recommendation of the Information & Communications Technology Committee meeting held on June 24, 2026)*

4. Consideration of a recommendation to approve updating the County's GIS Cost Recovery Policy as presented *(Recommendation of the Information & Communications Technology Committee meeting held on June 24, 2026)*

C. Public Works

1. Consideration of a recommendation to approve a bid from Helm Group for the Guilford Township Hot Mix Asphalt Surfacing Project (26-08000-00-GM) in the amount of $58,061.70 to be paid from line item 021-43146-601 Maintenance Supplies *(Possible recommendation of the Public Works Committee meeting held on July 14, 2026)*

2. Consideration of a recommendation to approve a bid from Kunau Implement for a 17-foot Boom Mower with joystick in the amount of $37,950.00 to be paid from line item 059-46174-810 Equipment *(Possible recommendation of the Public Works Committee meeting held on July 14, 2026)*

3. Consideration of a recommendation to approve a Resolution for the 2026 County Engineer's Salary in the amount of $125,000.00 with an additional $32,433.00 for IMRF, Health Insurance, and FICA *(Possible recommendation of the Public Works Committee meeting held on July 14, 2026)*

4. Consideration of a recommendation to approve a Resolution for County 2026 MFT Maintenance in the amount of $800,000.00 from line item 006-43142-601 *(Possible recommendation of the Public Works Committee meeting held on July 14, 2026)*

D. Law & Courts

1. Consideration of a recommendation to approve the purchase of EM1: AI Tools for Emergency Management subscription at a cost not to exceed $3,600.00 to be paid from 001-41125-604 Computer Supplies *(Recommendation of the Law Enforcement & Courts Committee meeting held on June 11, 2026)*

2. Consideration of a recommendation to approve a request to relocate the Law Library to the first floor and repurpose the current Law Library space for temporary court staff office space *(Recommendation of the Law Enforcement & Courts Committee meeting held on July 9, 2026)*

3. Consideration of a recommendation to approve an Illinois Emergency Management Mutual Aid System (IEMMAS) Intergovernmental Agreement for the purpose of coordinating resource deployment with participating Illinois counties during emergencies, disasters, and special events *(Recommendation of the Law Enforcement & Courts Committee meeting held*

on July 9, 2026)

4. Consideration of a recommendation to approve a Resolution Authorizing Participation in the Illinois Emergency Management Mutual Aid System (IEMMAS) pursuant to the Mutual Aid Intergovernmental Service Agreement *(Recommendation of the Law Enforcement & Courts Committee meeting held on July 9, 2026)*

E. Finance

1. The fund balance for the Contingency Fund (016) on May 31, 2026 was **$592,725.72.**

2. Consideration of a recommendation to approve a Resolution to Authorize Payment of FY2026 Mandatory Accelerated Payments to the Illinois Municipal Retirement Fund (IMRF) from the Contingency Fund (016) to be Reimbursed in FY2027 from the Municipal Retirement Fund (013) *(Recommendation of the Finance, Tax, & Budgets Committee meeting held on June 25, 2026)*

3. If Item E2 is approved, the adjusted claims total for July 2026 is **$1,341,758.64.**

4. Consideration of a recommendation to approve a request to eliminate the Executive Secretary position, create the Executive Specialist position, and adopt the revised position description with a Grade 9 placement on the non-represented merit pay scale *(Recommendation of the Finance, Tax, & Budgets Committee meeting held on June 25, 2026)*

5. Consideration of a recommendation to approve the following revisions to P2025-4 Non-Represented Employee Classification/Compensation Plan Policy: Establish one-time seniority recognition steps at 10, 15, 20, 25, and 30 years, using flat dollar increases as discussed, increase all starting wages by $1 per grade, revise the promotion pay adjustment to replace the existing $0.50/2% rule with a $1.50 increase, while removing percentage language and adding “Reclassification” to the heading, and to revise the evaluation tool to be simpler, tied to job descriptions, and more consistent across departments to be effective December 1, 2026 *(Recommendation of the Finance, Tax, & Budgets Committee meeting held on June 25, 2026)*

6. **IF ITEM VIII.E.5 IS APPROVED:** Discussion and possible action to set implementation terms for the Non-Represented Employee Classification/Compensation Plan & Performance Management/Evaluation/Merit Pay Policy *(Not a recommendation of the Finance, Tax, & Budgets Committee meeting held on June 25, 2026)*

7. Discussion and possible action to approve a Prioritized Spending Policy *(Not a recommendation of the Finance, Tax, & Budgets Committee meeting held on June 25, 2026)*

F. Planning Commission/Building Code of Appeals

1. Discussion and possible action regarding the Planning Commission/Zoning Board of Appeals (PC/ZBA) recommendations for amendments to the Jo Daviess County Zoning Ordinance (Title 8), to be consolidated into one comprehensive ordinance for full presentation in September and to take effect at a date to be determined:

i. Deny the proposed amendment to reduce the minimum lot area in the Agricultural (AG) zone from 40-acres to two-acres

ii. Deny the proposal to eliminate restrictions on the maximum amount of non-agricultural accessory areas that may be placed on properties zoned Agricultural (AG)

iii. Deny the proposed amendment to eliminate the requirement for a Land Evaluation and Site Assessment (LESA) evaluation for any proposal converting agricultural land to non-agricultural use

iv. Adopt an amendment to allow accessory dwelling units (ADUs) as a "permitted use" in any zoning district permitting residential development

v. Adopt an amendment to site development standards for properties licensed for Guest Accommodations to: eliminate the requirement that guest parking spaces have a maximum slope of 8%; eliminate the standard that access roads/driveways leading into a property not exceed a slope of 15%; and eliminate the special side-yard setback requirement of five-feet per bedroom, with a maximum setback of 35-feet, and require the setbacks applicable to the underlying zoning district

vi. Adopt amendments to regulations for "home occupations" as follows:

1. Permit home occupations to occur within the home on a property and/or within an accessory building; eliminate the maximum number of employees permitted on the property, with no limitation on employees working off-site;
2. Allow the sale of ancillary items not made/assembled on the property as part of a home occupation;
3. Add language stating that equipment used for the home occupation shall not create a nuisance or excessive noise;
4. Eliminate the prohibition of deliveries by tractor-trailer combination trucks for home occupation uses;
5. Add the following as permitted home occupations: antiques (retail), automobile and other motor vehicle maintenance and repair services, veterinary clinics, and design, development and other related services

vii. Adopt amendments related to the Sign Regulations, as follows:

1. Add language that when a non-conforming sign ceases to exist, a written notice shall be provided via certified mail that provides the sign owner 180-days following receipt of the notice to repair/replace/remove the sign within 180-days of receipt of the written notice; the Zoning Administrator may grant a reasonable extension of time for the sign to be brought into conformance;
2. Create a new category of signage identified as "local business, off-premise sign", defined as a business that is physically located within the boundaries of Jo Daviess County that is placed on a property other than the location of the business, intended to promote local business enterprises in the County; subject to the following restrictions: double-faced signs permitted, limited to no greater than 32 square feet/sign face with an overall height above the adjacent grade of no greater than 20 feet to the top of the sign; no more than one local business off-premise sign structure shall be situated on a property; sign structures may advertise more than one business as long as all other criteria of this section are met; local business, off-premise signs may be erected no closer than one (1) mile from any other off-premise sign, including traditional billboards (in determining compliance with this standard, signs on both sides of the highway corridor shall be considered; and the sign shall be continually maintained in good condition.

G. Development & Planning

1. Consideration of a recommendation to approve an Ordinance Creating Title 5, Chapter 13 of the Jo Daviess County Code of Ordinances Regarding Unsafe, Dangerous, and Uninhabitable Structures *(Recommendation of the Development & Planning Committee meeting held on June 23, 2026)*

2. Consideration of a recommendation to approve an Ordinance Amending the Boundaries of the Joint Northwest Illinois Certified Enterprise Zone to include AutoSmart, Inc. *(Recommendation of the Development & Planning Committee meeting held on June 23, 2026)*

3. Consideration of a recommendation to approve a Resolution to Authorize an Amendment to the Intergovernmental Agreement for the Operation of an Enterprise Zone to include AutoSmart, Inc., a car dealer specializing in classic car consignment *(Recommendation of the Development & Planning Committee meeting held on June 23, 2026)*

4. Consideration of a recommendation to approve an Ordinance Amending the Boundaries of the Joint Northwest Illinois Certified Enterprise Zone to include the Village of Lena, Illinois *(Recommendation of the Development & Planning Committee meeting held on June 23, 2026)*

5. Consideration of a recommendation to approve a Resolution to Authorize an Amendment to the Intergovernmental Agreement for the Operation of an Enterprise Zone to include the Village of Lena, Illinois *(Recommendation of the Development & Planning Committee meeting held on June 23, 2026)*

H. Legislative

I. Social & Environmental

1. Consideration of a recommendation to approve an Intergovernmental Agreement between the City of Galena and Jo Daviess County Transit *(Recommendation of the Social & Environmental Committee meeting held on June 18, 2026)*

2. Consideration of a recommendation to approve a contract between Rosecrance and Jo Daviess County Transit *(Recommendation of the Social & Environmental Committee meeting held on June 18, 2026)*

3. Consideration of a recommendation to approve a contract between The Workshop and Jo Daviess County Transit *(Recommendation of the Social & Environmental Committee meeting held on June 18, 2026)*

J. Executive

1. Consideration of a recommendation to approve an Intergovernmental Agreement with the City of Galena for the purposes of building a parking ramp located at the address commonly known as 311 North Bench Street *(Recommendation of the Executive Committee meeting held on July 6, 2026)*

2. Consideration of a recommendation to approve an Ordinance Amending Title 5, Chapter 12 of the Jo Daviess County Code of Ordinances to Prohibit Dogs on County Property & to

Regulate Animal Waste *(Recommendation of the Executive Committee meeting held on July 6, 2026)*

IX. Other Committees & Boards

X. Closed Session

A. Personnel section 2(c)1
"The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity."

B. Collective bargaining section 2(c)2
"Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees."

C. Purchase/lease property section 2(c)5
"The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired."

D. Pursuant to 5 ILCS Litigation Section 120/2(c)11
"Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting."

XI. Reconvene to Open Session

XII. Possible Actions as a Result of Closed Session

XIII. Board Member Concerns

XIV. Citizens' Comments

XV. Adjourn

Next County Board meeting: Tuesday, August 11, 2026 at 7:00 PM

These minutes are not the official record until final approval at the next board meeting and all minutes may be changed until officially approved.

JO DAVIESS COUNTY
COUNTY BOARD
MEETING MINUTES
JUNE 9, 2026

I. Call to Order

Jo Daviess County Chairperson LaDon Trost called the meeting to order at 7:00 PM on Tuesday, June 9, 2026 in the Jo Daviess County Board Room, Jo Daviess County Courthouse in Galena, Illinois.

II. Roll Call

Roll Call was answered as follows: Present – Dianne Allendorf, Jacob Ambrosia, Peggy Bastian, John Creighton, Michael Dittmar, Steve Endress, Diane Gallagher, Lynn Gallagher, John Grizzoffi, Joseph Heitkamp, Michael Holt, Logan Noe, John Schultz, LaDon Trost. Present: 14. Present electronically – John Lang. Present electronically: 1. Absent – Daisha Boehm, Robert Heuerman. Absent: 2.

State's Attorney Chris Allendorf was also present.

III. Pledge of Allegiance

The pledge of allegiance was led by Chairperson Trost.

IV. Invocation & Thought for the Day

The invocation and thought for the day was given by Joseph Heitkamp.

V. Consent Agenda

A motion to approve the consent Agenda was made by Dianne Allendorf and seconded by John Schultz.
The motion carried by roll call vote. Ayes – Dianne Allendorf, Jacob Ambrosia, Peggy Bastian, John Creighton, Michael Dittmar, Steve Endress, Diane Gallagher, Lynn Gallagher, John Grizzoffi, Joseph Heitkamp, Michael Holt, John Lang, Logan Noe, John Schultz, LaDon Trost. Ayes: 15. Nays – None. Nays: 0. Absent – Daisha Boehm, Robert Heuerman. Absent: 2.

A. Minutes Approval

1. County Board minutes from the May 12, 2026, County Board meeting

B. Appointments/Resignations

1. Reappointment of Dave Hachmeister to the Ethics Commission for a two-year term ending April 30, 2028

2. Reappointment of Dan Gilbert to the Ethics Commission for a two-year term ending April 30, 2028

3. Reappointment of Colin Fulrath to serve on the Jo-Carroll Enterprise Zone Maintenance Organization for a three-year term ending March 4, 2029

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4. Reappointment of Mike Dascher to serve as a trustee to the Hanover Fire Protection District for a three-year term ending April 30, 2029

5. Reappointment of Mark Wulfekuhle to serve as a trustee to the Warren Area Fire Protection District for a three-year term ending April 30, 2029

6. Reappointment of Stephanie Hughes to serve as a trustee to the Warren Area Fire Protection District for a three-year term ending April 30, 2028

7. Reappointment of Bruce Marcure to the Building Code of Appeals Board for a three-year term ending February 28, 2029

C. Contracts/Agreements/Petitions

D. Ordinances/Resolutions/Proclamations

E. Reports/Correspondence

1. May 2026 Pending State's Attorney Cases

2. May 2026 County Clerk Financial Report

3. April 2026 Galena Country Tourism Reports

F. Claims

1. Claims approval in the amount of **$790,196.29** as follows:

   i. **$413,625.76** (Regular Claims)
   ii. **$6,244.60** (Claims associated w/ LIT's)
   iii. **$204,410.88** (Claims associated w/ IFT's)
   iv. **$61,549.11** (GGMI Hotel/Motel Tax Reimbursement)
   v. **$85,916.65** (FY2026 2nd Half HSA Claims)
   vi. **$18,449.29** (Emergency Purchase - Squad Equipment Installation)

G. Line Item Transfers

1. FY2026 Line-Item Transfers over $500.00:

   i. **$5,011.32** from 001-40112-901 Contingency to 001-40101-711 Utilities
   ii. **$500.00** from 001-42131-451 Mileage to 001-42131-810 Equipment
   iii. **$500.00** from 001-42131-501 Education & Training to 001-42131-810 Equipment

End of Consent Agenda

VI. Citizens' Comments

There were no citizens' comments at this time.

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These minutes are not the official record until final approval at the next board meeting and all minutes may be changed until officially approved.

VII. Unfinished Business

There was no unfinished business brought before the board at this time.

VIII. New Business & Committee Reports

A. Appointment of Jean Wand to serve as Clerk of the Circuit Court of Jo Daviess for the remainder of the four-year term ending November 30, 2028, effective August 4, 2026 *(Recommended by LaDon Trost, County Board Chairperson)*

A motion to appoint Jean Wand to serve as Clerk of the Circuit Court of Jo Daviess for the remainder of the four-year term ending November 30, 2028, effective August 4, 2026 was made by LaDon Trost and seconded by Dianne Allendorf.
The motion carried by voice vote.

B. Galena Country Tourism FY26 Quarterly Report - Terry Mattson

Terry Mattson presented the Galena Country Tourism FY2026 3rd Quarter Report.

Daisha Boehm joined the meeting electronically at this time.

C. Executive

1. Consideration of a recommendation to approve a Resolution to Establish County Board Committee Governance Framework that establishes an eight-member Executive Committee *(Recommendation of the Executive Committee meeting held on June 1, 2026)*

A committee motion to approve a Resolution to Establish County Board Committee Governance Framework that establishes an eight-member Executive Committee was seconded by John Creighton.
The motion carried by roll call vote. Ayes – Dianne Allendorf, Jacob Ambrosia, Peggy Bastian, Daisha Boehm, John Creighton, Michael Dittmar, Steve Endress, Diane Gallagher, Lynn Gallagher, John Grizzoffi, Joseph Heitkamp, Michael Holt, John Lang, Logan Noe, John Schultz, LaDon Trost. Ayes: 16. Nays – None. Nays: 0. Absent – Robert Heuerman. Absent: 1.

2. Consideration of a recommendation to approve a County Board Standing & Special Committee Governance Policy that recognizes an eight-member Executive Committee *(Recommendation of the Executive Committee meeting held on June 1, 2026)*

A committee motion to approve a County Board Standing & Special Committee Governance Policy that recognizes an eight-member Executive Committee was seconded by John Creighton.
The motion carried by roll call vote. Ayes – Dianne Allendorf, Jacob Ambrosia, Peggy Bastian, Daisha Boehm, John Creighton, Michael Dittmar, Steve Endress, Diane Gallagher, Lynn Gallagher, John Grizzoffi, Joseph Heitkamp, Michael Holt, John Lang, Logan Noe, John Schultz, LaDon Trost. Ayes: 16. Nays – None. Nays: 0. Absent – Robert Heuerman. Absent: 1.

D. Information & Technology

The committee had no business to bring before the board.

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E. Public Works

1. Consideration of a recommendation to approve the Derinda Township 50/50 culvert replacement project at a cost not to exceed $71,306.00 to be paid from 011-43145-890 Other Improvements *(Possible recommendation of the Special Public Works Committee meeting held on June 9, 2026)*

A committee motion to approve the Derinda Township 50/50 culvert replacement project at a cost not to exceed $71,306.00 to be paid from 011-43145-890 Other Improvements was seconded by John Grizzoffi.
The motion carried by voice vote.

F. Law & Courts

The committee had no business to bring before the board.

G. Finance

1. The fund balance for the Contingency Fund (016) on April 30, 2026 was **$670,795.31.**

2. Consideration of a recommendation to approve the FY2026-FY2031 Capital Improvement Plan *(Recommendation of the Finance, Tax, & Budgets Committee meeting held on May 28, 2026)*

H. Planning Commission/Building Code of Appeals

The committee had no business to bring before the board.

I. Development & Planning

The committee had no business to bring before the board.

J. Legislative

The committee had no business to bring before the board.

K. Social & Environmental

1. Consideration of a recommendation to approve an Intergovernmental Agreement between Jo Daviess County Transit and The City of Galena *(Recommendation of the Social & Environmental Committee meeting held on May 21, 2026)*

A committee motion to approve an Intergovernmental Agreement between Jo Daviess County Transit and The City of Galena pending correction of the dates was seconded by Lynn Gallagher.
The motion carried by voice vote.

2. Consideration of a recommendation to approve a contract between The Galena Foundation and Jo Daviess County Transit *(Recommendation of the Social & Environmental Committee meeting held on May 21, 2026)*

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A committee motion to approve a contract between The Galena Foundation and Jo Daviess County Transit was seconded by Lynn Gallagher.
The motion carried by voice vote.

IX. Other Committees & Boards

There were no reports by other committees or boards at this time.

X. Closed Session

There was no need for closed session.

XI. Possible Actions as a Result of Closed Session

There was no action as a result of closed session.

XII. Board Member Concerns

There were no board member concerns at this time.

XIII. Citizens' Comments

There were no citizens' comments at this time.

XIV. Adjourn

A motion to adjourn was made by John Schultz and seconded by Michael Dittmar.
The motion carried by voice vote.

Chairperson Trost adjourned the meeting at 7:52 p.m. until 7:00 p.m. Tuesday, July 14, 2026 at the Jo Daviess County Board Room, Jo Daviess County Courthouse in Galena, Illinois.

Dana Timmerman

Dana Timmerman, County Clerk

DRAFT

STATE OF ILLINOIS
JO DAVIESS COUNTY

CERTIFIED LIST OF CANDIDATES FOR ELECTION JUDGES
REPUBLICAN AND DEMOCRATIC PARTIES

TO THE JO DAVIESS COUNTY BOARD:

The following named persons (see attached) are hereby submitted by the Chairpersons of the County Central Committees of said parties, where applicable, as capable and duly qualified electors, residing in the respective precincts of said County, to be considered by the County Board on July 14, 2026 for the purpose of serving as Election Judges within their respective precincts for a period of two years or until their successors have been duly appointed as provided by law.

I certify that said parties are entitled to the number of Election Judges in each precinct as specified by law, and the selection of these candidates have been made by the Board on July 14, 2026.

Dated_____, 2026.

_____ Attest:_____
Chairperson of the Jo Daviess County Board Jo Daviess County Clerk

FILED
JUN 2 9 2026
COUNTY CLERK AND RECORDER
JO DAVIESS COUNTY ILLINOIS

STATE OF ILLINOIS
JO DAVIESS COUNTY

CERTIFIED LIST OF CANDIDATES FOR ELECTION JUDGES FOR THE REPUBLICAN PARTY

TO THE JO DAVIESS COUNTY BOARD:

The attached list of named persons are hereby submitted by the undersigned Chairperson of the County Central Committee of said party as capable and duly qualified electors, residing in the respective precincts of said County, to be considered by your body on July 14, 2026, for the purpose of serving as Election Judges within their respective precincts for a period of two years or until their successors have been duly appointed as provided by law.

I hereby certify that this list has been submitted by me in compliance with the law.

Dated 6/28/26, 2026.

Chairperson of the Jo Daviess County
Republican Central Committee

JO DAVIESS COUNTY
Poll Worker Listing
R REPUBLICAN

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
CAMPBELL, KATHLEEN L	PO BOX 53 426 W WEBSTER ST APPLE RIVER IL 61001	P 815-594-2410 A C 815-930-1776	0101 APPLE RIVER	A	R	EJ		17886
STIEFEL, MARGARET	220 W WEBSTER ST APPLE RIVER IL 61001	P 815-541-1401 A C 815-541-1401	0101 APPLE RIVER	A	R	EJ		10040
TOEPFER, SALLY J	200 E WEBSTER ST APPLE RIVER IL 61001	P 815-594-2252 A C	0101 APPLE RIVER	A	R	EJ	2102	10491
CASWELL, ANNALIESA M	8775 S TOWN HALL RD STOCKTON IL 61085	P 815-947-9846 A C	0201 BERREMAN	A	R	EJ	0201	28974
CASWELL, BETH M	8775 S TOWN HALL RD STOCKTON IL 61085	P 815-947-9846 A C 815-900-7228	0201 BERREMAN	A	R	EJ		20835
CASWELL, ELLA K	8775 S TOWN HALL RD STOCKTON IL 61085	P 815-947-9846 A C 815-429-0171	0201 BERREMAN	A	R	EJ	0201	28836
CASWELL, HANNAH	8775 S TOWN HALL RD STOCKTON IL 61085	P 815-947-9846 A C	0201 BERREMAN	A	R	EJ	0201	28795
CASWELL, LAURA L	8775 S TOWN HALL RD STOCKTON IL 61085	P 815-947-9846 A C 815-858-4549	0201 BERREMAN	A	R	EJ	0201	28900

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
SHULTIS, MICHELLE M	13215 E WILLOW RD STOCKTON IL 61085	P 815-291-8837 A C	0201 BERREMAN	A	R	EJ	0201	29000
MUCHOW, CONSTANCE J	7859 W COUNCIL HILL RD GALENA IL 61036	P 815-266-3857 A C 815-266-3857	0301 COUNCIL HILL	A	R	EJ	0301	7144
PODNAR, JEANETTE B	6827 W COUNCIL HILL RD SCALES MOUND IL 61075	P 815-777-9530 A C 815-871-9530	0301 COUNCIL HILL	A	R	EJ		8037
REED, MARILYN C	5362 W EAST RD SCALES MOUND IL 61075	P 815-541-0970 A C	0301 COUNCIL HILL	A	R	EJ	0301	28882
MUTO, HELEN A	200 ALTENBURG DR #222 GALENA IL 61036	P 815-598-3171 A C 815-275-2493	0401 DERINDA	A	R	EJ	0401	29043
SCHREIBER, NICOLE M	3426 E ALBRECHT RD ELIZABETH IL 61028	P 608-770-5793 A C	0401 DERINDA	A	R	EJ	0401	28967
CHAPMAN, JENIFFER R	520 DESOTO AVE EAST DUBUQUE IL 61025	P 563-513-4593 A C	0501 DUNLEITH I	A	R	EJ	0501	29070
GALLAGHER, DIANE L	1430 HIAWATHA DR EAST DUBUQUE IL 61025	P 815-747-6050 A C 563-590-9495	0501 DUNLEITH I	A	R	EJ		3199

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
GALLAGHER, WARREN M	1430 HIAWATHA DR EAST DUBUQUE IL 61025	P 815-747-6050 A C 563-239-7804	0501 DUNLEITH I	A	R	EJ	0501	28877
SPLINTER, DORIS A	362 KNAEBLE CT EAST DUBUQUE IL 61025	P 563-552-6679 A C	0501 DUNLEITH I	A	R		0501	29056
SCHILLING, DALE A	405 APPLE ST EAST DUBUQUE IL 61025	P 563-581-7133 A C 563-581-7133	0502 DUNLEITH II	A	R	EJ	0502	28869
SMITH, RANDALL R	307 HILL ST #1 EAST DUBUQUE IL 61025	P 319-391-4779 A C	0502 DUNLEITH II	A	R	EJ	0502	29078
HILLARD, PAMELA A	57 FORD DR EAST DUBUQUE IL 61025	P 815-821-1871 A C	0503 DUNLEITH III	A	R	EJ	0503	28929
VAN DER ZYL, BEVERLY J	35 TRUMAN DR EAST DUBUQUE IL 61025	P 815-747-6472 A C 563-590-8384	0503 DUNLEITH III	A	R	EJ	0503	28943
VAN DER ZYL, ROGER DALE	35 TRUMAN DR EAST DUBUQUE IL 61025	P 563-590-8385 A C	0503 DUNLEITH III	A	R	EJ	0503	28980
KAPLAN, HOWARD	6108 N POSEY HOLLOW RD GALENA IL 61036	P 815-777-2910 A C 815-281-0390	0601 EAST GALENA	A	R	EJ	0601	28933

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
KOELLER, MICHAEL F	485 N PILOT KNOB RD GALENA IL 61036	P 815-291-0657 A C 815-291-0657	0601 EAST GALENA	A	R	EJ	0601	28758
MEYER, WILLIAM J	1301 N IRISH HOLLOW RD GALENA IL 61036	P 630-240-4686 A C 630-240-4686	0601 EAST GALENA	A	R	EJ	0601	28956
WOOD, JEFFREY A	27 HARBOR DR GALENA IL 61036	P 309-275-8397 A C	0601 EAST GALENA	A	R		0601	29051
WOOD, LEAH M	27 HARBOR DR GALENA IL 61036	P 708-977-0001 A C	0601 EAST GALENA	A	R		0601	29054
MCINTYRE, STEVEN M	PO BOX 136 ELIZABETH IL 61028	P 815-541-4282 A C	0701 ELIZABETH	A	R	EJ	0701	28989
SPOERL, KRISTINE O	3932 S PLEASANT HILL RD ELIZABETH IL 61028	P 815-858-0835 A C	0701 ELIZABETH	A	R	EJ	0701	28976
WAND, SHARON L	221 E SYCAMORE ST ELIZABETH IL 61028	P 815-858-3434 A C	0701 ELIZABETH	A	R	EJ	0701	29082
BILDERBACK, TIMOTHY R	21 SUNDANCE TRL GALENA IL 61036	P 719-271-9847 A C	0801 GUILFORD	A	R	EJ	0801	29047

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
CHOLEWINSKI, SHARON L	PO BOX 6111 GALENA IL 61036	P 641-257-9445 A C	0801 GUILFORD	A	R	EJ	0801	29006
DAVANZO, ANTHONY	49 W SCHAPVILLE RD SCALES MOUND IL 61075	P 708-707-6143 A C	0801 GUILFORD	A	R	EJ	0801	29080
LORENZEN, ROSA L	14 LONG CREEK LN GALENA IL 61036	P 815-776-9305 A C	0801 GUILFORD	A	R	EJ	0801	29046
SEGAL, NANCY A	6 WITHERSPOON RIM GALENA IL 61036	P 815-281-2333 A C	0801 GUILFORD	A	R	EJ	0801	28998
SELF, DIANE M	1100 W SCHAPVILLE RD SCALES MOUND IL 61075	P 815-281-0397 A C	0801 GUILFORD	A	R	EJ	0801	28824
SLOTTEN, SUSAN G	305 TERRITORY DR GALENA IL 61036	P 703-201-0819 A C	0801 GUILFORD	A	R	EJ	0801	28970
STADEL, DENISE M	5928 W STAGECOACH TRL GALENA IL 61036	P 815-777-0195 A C 815-541-8777	0801 GUILFORD	A	R	EJ	0801	28833
CLIFF, KAREN J	10590 S CRAZY HOLLOW RD HANOVER IL 61041	P 815-591-3304 A C 815-990-3605	0901 HANOVER	A	R	EJ	0901	28793

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
SPEER, LORRAINE K	600 WASHINGTON ST HANOVER IL 61041	P 815-541-1073 A C 8155411073	0901 HANOVER	A	R	EJ	0901	29001
KEMPEN, JOSHUA D	17937 W MISSISSIPPI DR EAST DUBUQUE IL 61025	P 000-000-0000 A C	1001 MENOMINEE	A	R	NW	1001	29092
KEMPEN, JULIE G	17937 W MISSISSIPPI DR EAST DUBUQUE IL 61025	P 563-451-2177 A C	1001 MENOMINEE	A	R	NW	1001	29091
MEYER, KAREN M	7625 N MENOMINEE RD EAST DUBUQUE IL 61025	P 563-599-1248 A C 563-599-1248	1001 MENOMINEE	A	R	EJ		6772
OSTERHOLZ, BARBARA J	16578 W TIMS LN EAST DUBUQUE IL 61025	P 563-451-2787 A C	1001 MENOMINEE	A	R	EJ	1001	29011
BENNETT, MICHELLE A	PO BOX 496 NORA IL 61059	P 815-745-2283 A C	1101 NORA	A	R	DW	1101	28898
COSGROVE, COURTNEY L	PO BOX 462 5617 STAGECOACH TR NORA IL 61059	P 815-745-3404 A C 815-745-3404	1101 NORA	A	R	EJ	1101	28697
HARRIS, CARRIE A E	112 E LOCUST ST NORA IL 61059	P 815-291-7857 A C	1101 NORA	A	R	EJ	1101	29065

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
NAESE, WILLIAM O	13312 E CHELSEA RD STOCKTON IL 61085	P 815-745-2004 A C 815-291-5759	1101 NORA	A	R	EJ	1101	28832
WULFEKUHLE, JAIME L	7098 N COUNTY DIVIDE RD WINSLOW IL 61089	P 815-745-2668 A C	1101 NORA	A	R	EJ	1101	29064
BROWN, PHILLIP I	7011 E BETHEL RD ELIZABETH IL 61028	P 815-291-3953 A C	1201 PLEASANTVALLEY	A	R	EJ	1201	28954
HAAS, PAULA S	11720 E WILSON RD STOCKTON IL 61085	P 815-541-1974 A C 815-541-1974	1201 PLEASANTVALLEY	A	R	EJ	1201	28718
SCHMIDT, JEAN M	8082 E GOODMILLER RD ELIZABETH IL 61028	P 815-858-4825 A C	1201 PLEASANTVALLEY	A	R	EJ	1201	28887
HANSEN, SHARON A	4437 N SULLIVAN LN GALENA IL 61036	P 815-777-9643 A C	1301 RAWLINS	A	R	EJ	1301	29090
KAISER, ANGELA K	100 RYAN CT GALENA IL 61036	P 815-747-8821 A C	1301 RAWLINS	A	R	NW	1301	29071
PHILLIPS, KATHERINE A	9595 W BUCKHILL RD GALENA IL 61036	P 815-777-0000 A C	1301 RAWLINS	A	R	NW	2202	28655

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
WEIMER, RICHARD E	9636 W BUCKHILL RD GALENA IL 61036	P 815-777-2888 A C 563-235-0577	1301 RAWLINS	A	R	EJ		28632
STRAND, WILLIAM R	1948 S ROCKY HILL RD GALENA IL 61036	P 815-777-2030 A C 8152811638	1401 RICE	A	R	EJ	1401	28830
BURCK, DONNA J	7203 E RUSH TOWN RD STOCKTON IL 61085	P 815-821-1825 A C	1501 RUSH	A	R	EJ	1501	28993
DAVENPORT, TED	9051 E RUSH TOWN RD STOCKTON IL 61085	P 815-238-8781 A C	1501 RUSH	A	R	EJ	1501	28748
HILLARY, SHARON A	33 E STAGECOACH TRL SCALES MOUND IL 61075	P 815-297-6428 A C	1601 SCALES MOUND	A	R	EJ	1601	29089
HOLLAND, VIRGINIA M	8234 N WATSON RD SCALES MOUND IL 61075	P 815-821-2527 A C 815-821-2527	1601 SCALES MOUND	A	R	EJ	1601	28673
DICK, KAREN L	PO BOX 141 STOCKTON IL 61085	P 815-238-2527 A C 815-238-2527	1701 STOCKTON I	A	R	EJ	1701	28771
DOMBROWSKI, DEBRA A	PO BOX 225 STOCKTON IL 61085	P 815-947-2851 A C 815-275-6372	1701 STOCKTON I	A	R	EJ	1701	28855

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
HEIDENREICH, MARK H	172 MATHILDA DR STOCKTON IL 61085	P 815-821-4333 A C	1701 STOCKTON I	A	R	EJ	1701	29017
HESS, PAMELA R	418 E QUEEN AVE STOCKTON IL 61085	P 815-291-6241 A C 815-291-6241	1701 STOCKTON I	A	R	EJ	1701	28760
ROWE, CAROL L	141 MATHILDA DR STOCKTON IL 61085	P 815-947-2122 A C 815-297-7237	1701 STOCKTON I	A	R	EJ		28829
VAUPEL, STEPHANIE E	6125 E HICKORY PL STOCKTON IL 61085	P 815-275-0481 A 815-275-0481 C	1701 STOCKTON I	A	R	EJ	1701	28764
HITCHCOCK, REBECCA K	3051 FAIRWAY RD STOCKTON IL 61085	P 630-740-5445 A C	1702 STOCKTON II	A	R	EJ	1702	29021
LARSEN, KAY L	407 E BENTON AVE STOCKTON IL 61085	P 815-275-9930 A C	1702 STOCKTON II	A	R	EJ	1702	28995
NIEMANN, LESLIE H	580 S MAPES DR STOCKTON IL 61085	P 715-412-1315 A C	1702 STOCKTON II	A	R	EJ	1702	28917
DETWILER, MARILYN	10A45 CANYON CLUB DR APPLE RIVER IL 61001	P 815-492-2668 A C 815-858-0285	1801 THOMPSON	A	R	EJ	2101	28708

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GOUSKOS, KAREN L	13A102 FLINTLOCK LN APPLE RIVER IL 61001	P 630-399-0754 A C	1801 THOMPSON	A	R	EJ	1801	28962
LINN, PAULA A	314 N SALEM RD ELIZABETH IL 61028	P 815-858-3734 A C 815-238-4866	1801 THOMPSON	A	R	EJ		13752
WOZNICKI, KATHLEEN M	6A90 APPOMATTOX DR APPLE RIVER IL 61001	P 630-212-3708 A C	1801 THOMPSON	A	R	EJ	1801	29033
HELLER, ANN M	7853 IL RT 84 N GALENA IL 61036	P 815-238-3469 A C 815-238-3469	1901 VINEGAR HILL	A	R	EJ		4205
HILBY, LELA MAE	8909 IL RT 84 N GALENA IL 61036	P 815-541-2012 A C 815-541-2012	1901 VINEGAR HILL	A	R	EJ		4384
MAIN, EVON L	12316 W SAMANTHA DR GALENA IL 61036	P 815-281-9171 A C	1901 VINEGAR HILL	A	R	EJ	1901	29084
MEYERHOFER, CYNTHIA L	12134 DUANE'S DR GALENA IL 61036	P 815-541-0128 A C 815-541-0128	1901 VINEGAR HILL	A	R	EJ	1901	28889
LUNING, DONNA K	13205 E BLAIR HILL RD STOCKTON IL 61085	P 815-541-1289 A C	2001 WARDS GROVE	A	R	EJ	2001	28982

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
LEIENDECKER, DAVID N	PO BOX 54 WARREN IL 61087	P 815-858-4221 A C	2101 WARREN	A	R	EJ	2101	28875
LEIENDECKER, ROSE MARIE	PO BOX 54 113 W JEFFERSON ST WARREN IL 61087	P 815-858-4220 A C 815-858-4220	2101 WARREN	A	R	EJ	2102	16557
FEECE, DARRELL A	818 SHADOW BLUFF DR GALENA IL 61036	P 815-281-0543 A C	2201 WEST GALENA I	A	R	EJ	2201	29044
HESS, JANE M	PO BOX 309 GALENA IL 61036	P 763-548-4279 A C	2201 WEST GALENA I	A	R	EJ	2201	28945
OHMS, MARY M	607 S HIGH ST GALENA IL 61036	P 815-777-0898 A 8155912201 C 8152918749	2201 WEST GALENA I	A	R	EJ	2201	28938
PRINDLE, TERRY C	415 GEAR ST GALENA IL 61036	P 815-281-0460 A C	2201 WEST GALENA I	A	R	NW	2201	29072
PETITGOUT, KIM M	3 IRVINE CT GALENA IL 61036	P 815-747-2594 A C	2202 WEST GALENA II	A	R	DW	2202	29004
MEIER, DIANA L	408 HILL ST #4 GALENA IL 61036	P 815-245-3101 A C	2202 WEST GALENA II	A	R	EJ	2202	29086

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
SPURR, NEIL OSBURN	208 N BENCH ST GALENA IL 61036	P 815-777-2166 A C 815-275-7618	2202 WEST GALENA II	A	R	EJ	2202	28733
GEMPLER, BRET C	247 COUNCIL FIRE CIR GALENA IL 61036	P 815-776-9297 A C	2203 WEST GALENA 3	A	R	NW	2202	24108
GOLDEN, PATRICIA J	904 CAMPBELL ST GALENA IL 61036	P 815-777-3835 A C 815-281-2090	2203 WEST GALENA 3	A	R	EJ	2203	28806
PHILLIPS, TRACY L	703 N FRANKLIN ST GALENA IL 61036	P 815-777-0355 A C	2203 WEST GALENA 3	A	R	NW	2203	28849
SINCOCK, KAREN L	302 GRANT CT GALENA IL 61036	P 815-281-1919 A C	2203 WEST GALENA 3	A	R	NW	2203	28975
STUMPF, KAILYN M	929 FULTON ST GALENA IL 61036	P 563-451-4337 A C	2203 WEST GALENA 3	A	R	EJ	2203	28878
STUMPF, ROSS A	929 FULTON ST GALENA IL 61036	P 618-334-2672 A C	2203 WEST GALENA 3	A	R	NW	2203	28879
WAND, JEAN A	437 N WEST ST GALENA IL 61036	P 815-777-3417 A C	2203 WEST GALENA 3	A	R	NW	2202	28658

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BEYER, CHRISTINE E	5713 S DERINDA RD ELIZABETH IL 61028	P 815-598-3322 A 815-858-4555 C	2301 WOODBINE	A	R	EJ	2301	28965
DECHY, P MICHAEL	1337 S SCOUT CAMP RD ELIZABETH IL 61028	P 815-990-6516 A C	2301 WOODBINE	A	R	EJ	2301	28990
GOLLMER, MARILYN J	4374 S DERINDA RD ELIZABETH IL 61028	P 815-858-3420 A C 815-541-0354	2301 WOODBINE	A	R	EJ	2301	29005
PEDERSEN, JOAN J	300 ILLINOIS ST #107 ELIZABETH IL 61028	P 815-858-4037 A C 815-858-4037	2301 WOODBINE	A	R	EJ	2301	28826
YOUTZY, JANET L	3393 S APPLE RIVER RD ELIZABETH IL 61028	P 815-777-0358 A C	2301 WOODBINE	A	R	EJ	2301	29087
ZITO, RICHARD J	102 POPLAR DR ELIZABETH IL 61028	P 779-214-0163 A C	2301 WOODBINE	A	R	EJ	2301	29075

Record Count: 102

FILED
JUN 15 2026
COUNTY CLERK AND RECORDER
JO DAVIESS COUNTY ILLINOIS

STATE OF ILLINOIS
JO DAVIESS COUNTY

CERTIFIED LIST OF CANDIDATES FOR ELECTION JUDGES
FOR THE
DEMOCRATIC PARTY

TO THE JO DAVIESS COUNTY BOARD:

The attached list of named persons are hereby submitted by the undersigned Chairperson of the County Central Committee of said party as capable and duly qualified electors, residing in the respective precincts of said County, to be considered by your body on July 14, 2026, for the purpose of serving as Election Judges within their respective precincts for a period of two years or until their successors have been duly appointed as provided by law.

I hereby certify that this list has been submitted by me in compliance with the law.

Dated June 15, 2026.

Judith A. Chiarelli
Chairperson of the Jo Daviess County
Democratic Central Committee

JO DAVIESS COUNTY
Poll Worker Listing
D DEMOCRAT

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
CRAIG, PAULINE K	10645 S DIXON RD MT. CARROLL IL 61053	P 815-244-3590 A C 815-821-1223	0201 BERREMAN	A	D	EJ		4100
HEATH, LILA M	13767 E HAIRPIN RD STOCKTON IL 61085	P 815-947-3789 A C 815-541-8903	0201 BERREMAN	A	D	EJ		16584
WALTERS, KAREN E	6012 W COUNCIL HILL RD SCALES MOUND IL 61075	P 310-502-9361 A C	0301 COUNCIL HILL	A	D	EJ	0301	28930
KEESEE, LAURA C	8113 S KRUG RD ELIZABETH IL 61028	P 815-861-9595 A C	0401 DERINDA	A	D	EJ	0401	28963
ASTGEN, PHYLLIS M	1165 HIAWATHA DR EAST DUBUQUE IL 61025	P 563-542-6668 A C	0501 DUNLEITH I	A	D	EJ	0501	28841
LORENZ, SANDRA	358 MENOMINEE AVE EAST DUBUQUE IL 61025	P 815-747-6719 A C	0501 DUNLEITH I	A	D	EJ	0501	28904
WARDLE, DIANE D	1150 HIAWATHA DR EAST DUBUQUE IL 61025	P 815-747-6279 A C 563-580-0976	0501 DUNLEITH I	A	D	EJ	0501	29002
ACKERMAN, BRYAN M	5701 N BOWDEN RD GALENA IL 61036	P 815-777-1163 A C 815-281-1163	0601 EAST GALENA	A	D	EJ		23582

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ACKERMAN, JENNIFER K	5701 N BOWDEN RD GALENA IL 61036	P 815-281-9163 A C	0601 EAST GALENA	A	D	EJ	0601	28870
ALLEN, LYNN R	211 ADAMS ST GALENA IL 61036	P 815-238-9611 A C	0601 EAST GALENA	I	D	EJ	0601	28964
BRODERICK, LINDA M	307 4TH ST GALENA IL 61036	P 224-392-2661 A C	0601 EAST GALENA	A	D	EJ	0601	28992
CANELAKE, CHRISTOPHER J	2 LAUREL CT GALENA IL 61036	P 415-696-6410 A C	0601 EAST GALENA	A	D	EJ	0601	29014
GUNNING, ELISSA	2 SHEPHERD CT GALENA IL 61036	P 815-777-9656 A C 815-291-5126	0601 EAST GALENA	A	D	EJ	0601	28823
JOHNSTON, JOYCE E	8293 CREEK CROSSING CT GALENA IL 61036	P 608-609-5539 A C	0601 EAST GALENA	A	D	EJ	0601	28991
KAUFMANN, PETER W	6557 W STAGECOACH TRL GALENA IL 61036	P 847-778-8172 A C	0601 EAST GALENA	A	D	EJ	0601	28972
MATONIS, RITA J	27 SOUTHRIDGE DR GALENA IL 61036	P 630-204-8723 A C	0601 EAST GALENA	A	D	EJ	0601	29026

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OEFELEIN, SUSAN M	44 NEWHALL LN GALENA IL 61036	P 847-287-4268 A C 847-287-4268	0601 EAST GALENA	A	D	EJ	0601	28856
BRUCE, BRIANNA S	306 ADAMS ST GALENA IL 61036	P 815-281-2433 A C	0601 EAST GALENA	A	D	EJ	0601	28934
SENER, JOSEPH P	4 SENECA TRL GALENA IL 61036	P 847-846-3198 A C	0601 EAST GALENA	A	D	EJ	0601	28901
SHEPARD, WILLIAM M	20 APACHE TRL GALENA IL 61036	P 815-281-9194 A C	0601 EAST GALENA	A	D	EJ	0601	28884
WESTERVELT, DIANE P	13 CINNAMON DR GALENA IL 61036	P 970-402-0445 A C	0601 EAST GALENA	A	D	EJ	0601	29032
ZEHR, KAREN L	1102 3RD ST GALENA IL 61036	P 563-543-8320 A C	0601 EAST GALENA	A	D	EJ	0601	28896
HOFF, DAVID F	3223 W HEADQUARTERS RD ELIZABETH IL 61028	P 847-840-2718 A C	0701 ELIZABETH	I	D	EJ	0701	29029
KATOS, MARY T	1451 W LONGHOLLOW RD ELIZABETH IL 61028	P 847-902-2707 A C	0701 ELIZABETH	A	D	EJ	0701	29045

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WEEDE, AMANDA K	5601 S PLEASANT HILL RD ELIZABETH IL 61028	P 815-275-7745 A C	0701 ELIZABETH	A	D	EJ	0701	28944
BELL, CAROL A	9 COPPERWOOD GAP GALENA IL 61036	P 815-814-0612 A 815-814-0612 C	0801 GUILFORD	A	D	EJ	0801	28966
BIRKEL, LYNDA M	1553 W MORLEY RD ELIZABETH IL 61028	P 815-858-5132 A C	0801 GUILFORD	A	D	EJ	0801	28919
BIRKEL, TODD A	1553 W MORLEY RD ELIZABETH IL 61028	P 815-858-5514 A C	0801 GUILFORD	A	D	EJ	0801	29050
CLAIR, WILLIAM J	110 N MORLEY RD ELIZABETH IL 61028	P 847-636-1282 A C	0801 GUILFORD	A	D	EJ	0801	29007
FILIPIAK, KATHLEEN S	32 CEMETERY RIDGE RD GALENA IL 61036	P 630-267-3272 A C	0801 GUILFORD	A	D	EJ	0801	29066
HARMET, CYNTHIA A	1090 N HOPPE RD ELIZABETH IL 61028	P 630-776-5442 A C	0801 GUILFORD	A	D	EJ	0801	28959
JOHNSON, KAREN L	4 LONG CREEK LN GALENA IL 61036	P 815-777-1959 A C 815-979-7233	0801 GUILFORD	A	D	EJ	0801	28759

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LONERGAN, LINDA R	62 STONY POINT RD GALENA IL 61036	P 312-560-1510 A C	0801 GUILFORD	A	D		0801	29052
WILL, EILEEN D	10 TIMBERON TRL GALENA IL 61036	P 708-205-7887 A C	0801 GUILFORD	A	D	EJ	0801	29027
WILL, RONALD L	10 TIMBERON TRL GALENA IL 61036	P 708-341-5208 A C	0801 GUILFORD	A	D	EJ	0801	29024
BOOP, CORA E	5299 W NOBIS LN HANOVER IL 61041	P 563-581-8786 A C	0901 HANOVER	A	D		0901	29023
KINNAMAN, LORI J	9697 S CRAZY HOLLOW RD HANOVER IL 61041	P 815-238-2500 A C	0901 HANOVER	A	D	EJ	0901	28978
KISTLER, MARY L	104 STEWART DR HANOVER IL 61041	P 815-591-3405 A C 815-858-5900	0901 HANOVER	A	D	EJ	0901	28664
PAGE, MELISSA ANN	403 WASHINGTON ST HANOVER IL 61041	P 641-919-3931 A C	0901 HANOVER	A	D	EJ	0901	29077
REITZ, CHERYL I	415 S DAYTON ST HANOVER IL 61041	P 815-591-3570 A C	0901 HANOVER	A	D	EJ	0901	29009

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REITZ, DAVID H	415 S DAYTON ST HANOVER IL 61041	P 815-591-3570 A C	0901 HANOVER	A	D	EJ	0901	29010
TERRY, JENNIFER J	204 MONROE ST HANOVER IL 61041	P 815-821-1439 A C	0901 HANOVER	A	D	EJ	0401	28923
LOSO, PATRICIA A	17010 SAND RIDGE CT W EAST DUBUQUE IL 61025	P 563-590-0945 A C	1001 MENOMINEE	A	D	EJ	1001	28987
SOAT, ESTHER L	7314 N MENOMINEE RD EAST DUBUQUE IL 61025	P 563-543-8977 A C 563-543-8977	1001 MENOMINEE	A	D	EJ		9706
HILL, CONSTANCE S	3781 N TIGER WHIP RD LENA IL 61048	P 815-238-1107 A C 815-238-1107	1101 NORA	A	D	EJ	1101	28858
NAESE, VIONNA L	13312 E CHELSEA RD STOCKTON IL 61085	P 815-745-2004 A C 815-291-4759	1101 NORA	A	D	EJ	1101	28860
ROGERS, DIANE T	PO BOX 513 NORA IL 61059	P 815-541-9462 A C 815-541-9462	1101 NORA	A	D	EJ	1101	28859
MARQUEZ, LAURA A	8082 E GOODMILLER RD ELIZABETH IL 61028	P 815-858-4825 A C 815-858-4825	1201 PLEASANTVALLEY	A	D	EJ	1201	28746

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
MCDONOUGH, MARIE A	8530 E BACK RD ELIZABETH IL 61028	P 563-543-4276 A C	1201 PLEASANTVALLEY	A	D	EJ	1201	28910
MCPEEK, ROBERT J	11424 E WILLOW RD STOCKTON IL 61085	P 815-947-2595 A C 815-858-0091	1201 PLEASANTVALLEY	A	D	EJ		6638
TONON, THERESA M	9901 E WILLOW RD MT. CARROLL IL 61053	P 847-431-8650 A C	1201 PLEASANTVALLEY	A	D	EJ	1201	29081
LIN, SOFIE	10891 E GOLF VIEW DR GALENA IL 61036	P 563-663-6732 A C	1301 RAWLINS	A	D	EJ	1301	29076
LOSEY, MARY JO	122 COUNTRY VIEW CT GALENA IL 61036	P 815-777-8936 A C	1301 RAWLINS	A	D		1301	29018
SPANGLER, JULIE A	10841 E GOLF VIEW DR GALENA IL 61036	P 815-777-2188 A C	1301 RAWLINS	A	D	DW	1301	29008
BORSDORF, LYNDA A	9291 W HART JOHN RD GALENA IL 61036	P 815-651-5658 A C	1401 RICE	A	D	EJ	1401	29067
JACKMAN, THERESA A	3529 S RIVER RD GALENA IL 61036	P 815-281-0485 A C 815-281-0485	1401 RICE	A	D	EJ	1401	28739

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
SHAMP, MEGAN V	9512 E RUSH TOWN RD STOCKTON IL 61085	P 815-291-6849 A C	1501 RUSH	A	D	EJ	1501	28981
FOLEY, RUTH A	PO BOX 9 SCALES MOUND IL 61075	P 815-777-0355 A C	1601 SCALES MOUND	A	D	EJ	1601	28955
MOLITOR, MARLEEN K	PO BOX 108 501 N FRANKLIN ST SCALES MOUND IL 61075	P 815-845-2021 A C 815-821-3781	1601 SCALES MOUND	A	D	EJ		6999
OHMS, MARY A	929 FRANKLIN ST SCALES MOUND IL 61075	P 815-845-2456 A C	1601 SCALES MOUND	A	D	EJ		7603
ARNDT, DIEDRE S	601 S WARD ST STOCKTON IL 61085	P 815-947-9018 A C 815-908-1437	1701 STOCKTON I	A	D	EJ		20350
SCHLICHTING, ELAINE J	11400 E SCHULLER RD STOCKTON IL 61085	P 815-947-3795 A C	1701 STOCKTON I	A	D	EJ	1701	28753
BEYER, DIANNE L	225 W MAPLE AVE STOCKTON IL 61085	P 815-947-3042 A C	1702 STOCKTON II	A	D	EJ	1702	28969
EISFELLER, BILLIE JO	229 N SIMMONS ST STOCKTON IL 61085	P 815-238-0400 A C	1702 STOCKTON II	A	D	EJ	1702	28921

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
GONNERMAN, LINDA L	403 N HUDSON ST STOCKTON IL 61085	P 815-947-2310 A C	1702 STOCKTON II	A	D	EJ	1702	28983
LICKES, JACQUELINE J	246 N STOCKTON ST STOCKTON IL 61085	P 815-947-2934 A C	1702 STOCKTON II	A	D	EJ	1702	29060
SEMANDE, LINDA S	465 W COLUMBIA AVE STOCKTON IL 61085	P 815-947-2478 A C 815-858-0255	1702 STOCKTON II	A	D	EJ	1702	28999
TANNER, ARMIN C	202 N BLACKHAWK DR STOCKTON IL 61085	P 682-433-8704 A C	1702 STOCKTON II	A	D	EJ	1702	28985
TOWNSEND, LILLIAN H	262 W MAPLE AVE STOCKTON IL 61085	P 815-990-6082 A C 815-990-6082	1702 STOCKTON II	A	D	EJ	1702	18398
EGAN, PATRICIA M	5A60 COUNCIL FIRE DR APPLE RIVER IL 61001	P 815-541-5213 A C	1801 THOMPSON	A	D	EJ	1801	29074
MCGOWAN, PATRICK A	11A31 FAIRWAY DR APPLE RIVER IL 61001	P 708-363-0161 A C	1801 THOMPSON	A	D	EJ	1801	28997
DIEKMAN, PATRICIA M	9394 W ROCKY RD GALENA IL 61036	P 815-273-0144 A 847-630-9647 C	1901 VINEGAR HILL	A	D	EJ	1901	28979

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
NEISES, MERLE	6829 N HIGH RIDGE RD GALENA IL 61036	P 815-291-9352 A C	1901 VINEGAR HILL	A	D	EJ	1901	28854
MORGAN, ROBIN A	716 TISDEL AVE WARREN IL 61087	P 815-275-2654 A C	2101 WARREN	A	D	EJ	2101	28908
BUSS, ROBIN A	2564 WINDY LN GALENA IL 61036	P 815-777-0271 A C	2201 WEST GALENA I	A	D	DW	2201	29037
EHRLER, ABBY M	2795 RED GATES DR GALENA IL 61036	P 815-281-2431 A C	2201 WEST GALENA I	A	D		2201	29022
PROIETTI, MARY E	701 S BENCH ST GALENA IL 61036	P 224-383-5082 A C	2201 WEST GALENA I	A	D	EJ	2201	28986
SCHEMEHORN, LAYLA	2371 N RUSTIC LN GALENA IL 61036	P 815-281-2410 A C	2201 WEST GALENA I	A	D	EJ	2201	29088
TONNE, WILLIAM J	111 OLDE MAPLE CT GALENA IL 61036	P 815-821-2211 A C	2201 WEST GALENA I	A	D	EJ	2201	29016
MOORHEAD, CAROL L	314 ELK ST GALENA IL 61036	P 314-630-3420 A C	2202 WEST GALENA II	A	D	EJ	2202	29079

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber
RACETTE, LORENE	833 WASHINGTON ST GALENA IL 61036	P 815-777-8978 A C 5635526906	2202 WEST GALENA II	A	D	EJ	2202	29012
SPURR, BERNADETTE E	208 N BENCH ST GALENA IL 61036	P 815-777-2166 A C	2202 WEST GALENA II	A	D	EJ	2202	28652
ASTA, LILIANA S	500 N HIGH ST GALENA IL 61036	P 563-500-6419 A C	2203 WEST GALENA 3	A	D	EJ	2203	29085
LASCALA, DIANE R	901 CAMPBELL ST GALENA IL 61036	P 815-777-6406 A C	2203 WEST GALENA 3	A	D	NW	2203	28662
LUNDH, ALICE R	424 PAWNEE CT GALENA IL 61036	P 815-777-0000 A C	2203 WEST GALENA 3	A	D	NW	2202	28651
BROWN, KELSEA L	1564 RT 20 E ELIZABETH IL 61028	P 815-858-2061 A C 5636638148	2301 WOODBINE	A	D	EJ	2301	29049
SCHULDT, WILLIAM D	2684 E READ RD ELIZABETH IL 61028	P 815-281-0034 A C	2301 WOODBINE	A	D	EJ	2301	29030
DONOVAN, CHRISTIAN E	450 N HICKORY ST GALENA IL 61036	P 503-913-4571 A C		A	D			29053

JO DAVIESS COUNTY
Poll Worker Listing
D DEMOCRAT

Name	Address	Phone / Alt Phone / Cell Phone	Precinct	Status	Party	Job	Poll	Idnumber

Record Count: 88

Pending State's Attorney
Cases as of 06-30-2026

Criminal Felonies Pending: 72

**Closed since last board meeting—7*

New Felonies filed since last board meeting:

2026-CF-36	Nicole L. Sanders	Unlawful Possession of Methamphetamine, Unlawful Possession of Drug Paraphernalia	6/1/2026
2026-CF-37	Robert W. McFarland	Unlawful Possession of Methamphetamine, Unlawful Possession of Drug Paraphernalia	6/1/2026
2026-CF-38	Brock Broshous	Aggravated DUI (2 counts), DWLR	6/3/2026
2026-CF-39	Kentrell Andrews	Unlawful Possession of a Firearm by a Felon; Possession of Firearm without FOID	6/22/2026
2026-CF-40	Sean Hogan	Unlawful Possession of Methamphetamine, DWLR, Unlawful Possession of Drug Paraphernalia Unlawful Possession of Hypodermic Syringe or Needle	6/29/2026
2026-CF-41	Robert W. McFarland	Unlawful Possession of Methamphetamine, Unlawful Possession of Drug Paraphernalia	6/29/2026
2026-CF-42	Eleanor Wilson	Aggravated Battery, Resisting, Escape	6/29/2026

Criminal Misdemeanor (CM): 220

**Closed since last board meeting--4*
**Filed since last board meeting –11*

Domestic Violence (DV): 23

**Closed since last board meeting-4*
**Filed since last board meeting-2*

Pending DUI's: 181

**Closed since last board meeting--17*
**Filed since last board meeting--18*

Conservation: 4

Juvenile Abuse/Neglect (JA): 37
Juvenile Delinquent (JD): 4

Major Traffic Pending (MT): 496
Traffic Pending (TR): 1061

<u>Department of Corrections Sentences:</u>

2025-CF-51	**Jacob L. Marcov**	**Burglary (Class 2)**	**6 Years**
2025-CF-75	**Jacob L Marcov**	**Aggravated Battery (Class 1)**	**11 Years**

JO DAVIESS COUNTY
Fund Transaction Summary Report by Account Number

Criteria: {RptFMXFUS01Pr.TndrDate} >= #2026-06-01# AND {RptFMXFUS01Pr.TndrDate} <= #2026-06-30#

Account Number	Fund Name	Total Fund Amount
001-32110	LIQUOR LICENSE GENERAL FUND	200.00
	Subtotal for 001-32110:	**200.00**
001-32210	MARR LICENSE GENERAL FUND	1,890.00
	Subtotal for 001-32210:	**1,890.00**
001-36700	REVENUE STAMP COUNTY FUND	9,540.50
	Subtotal for 001-36700:	**9,540.50**
001-36706	ASSUMED NAME CLERK GEN FUND	10.00
	BIRTH CERT COPY ADDL CLERK GEN FUND	24.00
	BIRTH CERT COPY CLERK GEN FUND	216.00
	CERTIFIED COPY REC GENERAL FUND	50.00
	COPY CLERK GENERAL FUND	25.00
	COPY REC GENERAL FUND	211.50
	DEATH CERT COPY ADDL CLERK GEN FUND	404.00
	DEATH CERT COPY CLERK GEN FUND	238.00
	DEATH CERT GENO COPY CLERK GEN FUND	54.00
	DELINQUENT TAX CLERK GEN FUND	686.00
	LIQUOR LICENSE FILING FUND	100.00
	MARR COPY ADDL CLERK GENERAL FUND	296.00
	MARR COPY CLERK GENERAL FUND	1,386.00
	NONSTANDARD RECORDING GEN FUND	84.00
	RECORDING GENERAL FUND	9,610.50
	UCC RECORDING GENERAL FUND	48.00
	Subtotal for 001-36706:	**13,443.00**
001-38155	RHSP ADMIN GENERAL FUND	186.50
	Subtotal for 001-38155:	**186.50**
028-36410	GIS REC AUTO FUND	402.00
	LAREDO COPY REC AUTO FUND	1,297.00
	LAREDO SUBSCRIPTION REC AUTO FUND	3,344.74
	REC AUTO FUND	2,814.00
	TAPESTRY REC AUTO FUND	3,070.54

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Criteria: {RptFMXFUS01Pr.TndrDate} >= #2026-06-01# AND {RptFMXFUS01Pr.TndrDate} <= #2026-06-30#

Account Number	Fund Name	Total Fund Amount
	Subtotal for 028-36410:	**10,928.28**
028-38160	RHSP ADMIN REC AUTO FUND	186.50
	Subtotal for 028-38160:	**186.50**
030-36410	BIRTH CERT COPY ADDL CLERK AUTO	12.00
	BIRTH CERT COPY CLERK AUTO FUND	24.00
	DEATH CERT COPY ADDL CLERK AUTO	202.00
	DEATH CERT COPY CLERK AUTO FUND	34.00
	DEATH CERT GENO CPY CLERK AUTO FUND	6.00
	MARR COPY ADDL CLERK AUTO FUND	148.00
	MARR COPY CLERK AUTO FUND	154.00
	ORO SERVICE FEE CLERK AUTO FUND	42.50
	Subtotal for 030-36410:	**622.50**
058-36410	GIS AUTO FUND	12,032.00
	Subtotal for 058-36410:	**12,032.00**
070-36115	CORONERS FEES	600.00
	Subtotal for 070-36115:	**600.00**
-4	CHARGE FUND	4,813.39
	Subtotal for -4:	**4,813.39**
996	STATE DEATH FUND	472.00
	Subtotal for 996:	**472.00**
997	MARR DOMESTIC VIOLENCE STATE FUND	210.00
	Subtotal for 997:	**210.00**
998	RHSP STATE FUND	6,714.00
	Subtotal for 998:	**6,714.00**
999	REVENUE STAMP STATE FUND	19,081.00
	Subtotal for 999:	**19,081.00**

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JO DAVIESS COUNTY
Fund Transaction Summary Report by Account Number

Criteria: {RptFMXFUS01Pr.TndrDate} >= #2026-06-01# AND {RptFMXFUS01Pr.TndrDate} <= #2026-06-30#

Account Number	Fund Name	Total Fund Amount
	Grand Total:	**80,919.67**

End of Report

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GREATER GALENA MARKETING, INC.
Financial Summary

May-26

	May-26	May-25 (PY)	% Change
Income			
110 Lodging tax	100,593.58	94,286.38	6.69%
130 Interest	3,831.78	3,232.74	18.53%
140 Other	0.00	5,850.15	0.00%
145 Grants Recieved	71,258.09	0.00	0.00%
155 Donated Facilities	5,181.00	5,181.00	0.00%
Total Income	**$ 180,864.45**	**$ 108,550.27**	**66.62%**
Expenses			
200 Marketing			
202 Design	5,000.00	4,320.01	15.74%
203 Digital/Agency	133,948.24	33,000.00	305.90%
204 Distribution	2,124.00	4,336.49	-51.02%
205 Opportunistic Marketing	0.00	28,383.35	0.00%
206 Print Promotions	16,934.32	15,637.65	8.29%
209 Website/Tech	26,970.28	0.00	
212 Photo/Video	0.00	0.00	0.00%
Total 200 Marketing	**$ 184,976.84**	**$ 85,677.50**	**115.90%**
250 Sales			
251 Opportunistic Sales	0.00	0.00	0.00%
252 Tradeshows & Events	550.00	3,845.00	0.00%
254 Sponsorships	6,030.93	1,500.00	302.06%
255 International FAMS	1,127.02	2,673.27	0.00%
257 Promotions/PR	15,868.45	1,966.28	707.03%
Total 250 Sales	**$ 23,576.40**	**$ 9,984.55**	**136.13%**
400 Travel, Bus.	864.26	894.50	-3.38%
450 Dues & Subscriptions	3,801.08	325.91	1066.30%
500 Training and Education	80.00	4,374.00	0.00%
505 In-Kind Rent	5,181.00	5,181.00	0.00%
550 Professional			
552 Accounting	0.00	0.00	0.00%
553 Bank Fees	101.00	0.00	0.00%
Total 550 Professional	**$ 10,027.34**	**$ 10,775.41**	**-6.94%**
600 Miscellaneous	0.00	69.80	-100.00%
700 Office			
702 Furniture/equipment	3,713.53	0.00	0.00%
703 Insurance	645.18	646.20	-0.16%
704 Maintenance	4,176.70	1,732.91	141.02%
705 Postage	33.25	19.45	70.95%
706 Supplies	382.94	217.33	76.20%
707 Utilities	979.83	1,076.06	-8.94%
708 IT & Communications	1,899.08	2,183.99	-13.05%
Total 700 Office	**$ 11,830.51**	**$ 5,945.74**	**98.97%**
Payroll Expenses			
Company Contributions			
Retirement	460.08	725.54	-36.59%
Total Company Contributions	**$ 460.08**	**$ 725.54**	**-36.59%**
Fringe benefits-Health Insurance	8,601.00	8,925.85	-3.64%
Retirement - employee contributions	1,226.88	1,746.00	-29.73%
Taxes	2,734.28	2,882.24	-5.13%
Wages	35,062.60	37,141.20	-5.60%
Total Payroll Expenses	**$ 47,624.76**	**$ 50,695.29**	**-6.06%**
Total Expenses	**$ 278,495.93**	**$ 163,804.03**	**70.02%**
Net Operating Income	**$ 180,864.45**	**$ 108,550.27**	**66.62%**
Net Income	**-$ 97,631.48**	**-$ 55,253.76**	**-76.70%**

YTD Totals

	Jul 2025 - May 2026	Jul 2024 - May 2025 (PY)	% Change
Income			
110 Lodging tax	2,065,981.32	1,951,776.25	5.85%
130 Interest	50,146.73	50,442.76	-0.59%
140 Other	13,365.94	7,542.82	77.20%
145 Grants Recieved	257,936.89	264,932.56	-2.64%
155 Donated Facilities	56,991.00	56,991.00	0.00%
Total Income	**$ 2,444,421.88**	**$ 2,331,685.39**	**4.83%**
Expenses			
200 Marketing			
202 Design	104,257.69	86,900.82	19.97%
203 Digital/Agency	605,951.00	938,365.91	-35.42%
204 Distribution	68,913.41	38,690.54	78.11%
205 Opportunistic Marketing	14,838.00	64,249.03	-76.91%
206 Print Promotions	162,500.12	99,391.49	63.50%
209 Website/Tech	143,244.27	60,753.79	135.78%
212 Photo/Video	122,895.98	73,238.02	67.80%
Total 200 Marketing	**$ 1,222,600.47**	**$ 1,361,589.60**	**-10.21%**
250 Sales			
251 Opportunistic Sales	0.00	0.00	0.00%
252 Tradeshows & Events	6,314.58	12,638.28	-50.04%
254 Sponsorships	35,226.94	18,948.00	85.91%
255 International FAMS	6,314.44	19,972.05	-68.38%
257 Promotions/PR	55,554.61	24,655.54	125.32%
Total 250 Sales	**$ 103,410.57**	**$ 76,213.87**	**35.68%**
400 Travel, Bus.	16,902.04	11,926.12	41.72%
450 Dues & Subscriptions	21,100.30	16,070.94	31.29%
500 Training and Education	2,639.00	8,099.00	-67.42%
505 In-Kind Rent	56,991.00	56,991.00	0.00%
550 Professional			
552 Accounting	11,215.00	10,615.00	0.00%
553 Bank Fees	673.81	719.52	-6.35%
Total 550 Professional	**$ 109,521.15**	**$ 104,421.58**	**4.88%**
600 Miscellaneous	15.00	2,293.69	-99.35%
700 Office			
702 Furniture/equipment	12,624.37	9,334.67	35.24%
703 Insurance	3,080.88	2,622.32	17.49%
704 Maintenance	36,394.88	28,862.60	26.10%
705 Postage	239.77	206.22	16.27%
706 Supplies	11,351.92	6,993.48	62.32%
707 Utilities	12,395.63	14,536.24	-14.73%
708 IT & Communications	27,345.63	27,745.09	-1.44%
Total 700 Office	**$ 103,448.08**	**$ 92,594.31**	**11.72%**
Payroll Expenses			
Company Contributions			
Retirement	6,847.10	8,444.34	-18.91%
Total Company Contributions	**$ 6,847.10**	**$ 8,444.34**	**-18.91%**
Fringe benefits-Health Ins.	81,872.16	89,437.13	-8.46%
Retirement - employee contributions	17,901.90	19,822.97	-9.69%
Taxes	39,509.44	45,199.95	-12.59%
Wages	500,438.88	489,180.87	2.30%
Total Payroll Expenses	**$ 646,569.48**	**$ 652,085.26**	**-0.85%**
Total Expenses	**$ 2,185,549.75**	**$ 2,286,904.62**	**-4.43%**
Net Operating Income	**$ 2,444,421.88**	**$ 2,331,685.39**	**4.83%**
Net Income	**$ 258,872.13**	**$ 44,780.77**	**478.09%**

Year End Totals

	July 2025 - June 2026	Forcast End FY'26	Budget FY'26	% Change
Income				
110 Lodging tax	2,065,981.32	2,179,727.00	2,086,018.00	4.49%
130 Interest	50,146.73	56,532.00	60,000.00	-5.78%
140 Other	13,365.94	17,320.00	10,000.00	73.20%
145 Grants Recieved	257,936.89	262,221.00	275,000.00	-4.65%
155 Donated Facilities	56,991.00	62,172.00	62,172.00	0.00%
Total Income	**$ 2,444,421.88**	**$ 2,577,972.00**	**$ 2,493,190.00**	**3.40%**
Expenses				
200 Marketing				
202 Design	104,257.69	104,258.00	176,300.00	-40.86%
203 Digital/Agency	605,951.00	690,336.00	854,325.00	-19.20%
204 Distribution	68,913.41	71,814.00	45,000.00	59.59%
205 Opportunistic Marketing	14,838.00	39,638.00	165,000.00	-75.98%
206 Print Promotions	162,500.12	164,552.00	160,490.00	2.53%
209 Website/Tech	143,244.27	145,344.00	79,538.00	82.74%
212 Photo/Video	122,895.98	122,896.00	154,600.00	-20.51%
Total 200 Marketing	**$ 1,222,600.47**	**$ 1,338,838.00**	**$ 1,635,253.00**	**-18.13%**
250 Sales				
251 Opportunistic Sales	0.00	0.00	5,000.00	-100.00%
252 Tradeshows & Events	6,314.58	16,859.00	35,000.00	-51.83%
254 Sponsorships	35,226.94	36,467.00	25,000.00	45.87%
255 International FAMS	6,314.44	9,076.00	34,000.00	-73.31%
257 Promotions/PR	55,554.61	56,016.00	55,000.00	1.85%
Total 250 Sales	**$ 103,410.57**	**$ 118,418.00**	**$ 154,000.00**	**-23.11%**
400 Travel, Bus.	16,902.04	17,500.00	20,000.00	-12.50%
450 Dues & Subscriptions	21,100.30	21,160.00	18,000.00	17.56%
500 Training and Education	2,639.00	2,640.00	12,000.00	-78.00%
505 In-Kind Rent	56,991.00	62,172.00	62,172.00	0.00%
550 Professional				
552 Accounting	11,215.00	11,215.00	12,000.00	-6.54%
553 Bank Fees	673.81	614.00	500.00	22.80%
Total 550 Professional	**$ 109,521.15**	**$ 115,301.00**	**$ 124,672.00**	**-7.52%**
600 Miscellaneous	15.00	15.00	5,000.00	-99.70%
700 Office				
702 Furniture/equipment	12,624.37	12,624.00	7,000.00	80.34%
703 Insurance	3,080.88	3,800.00	3,000.00	26.67%
704 Maintenance	36,394.88	37,500.00	33,000.00	13.64%
705 Postage	239.77	250.00	300.00	-16.67%
706 Supplies	11,351.92	11,400.00	10,000.00	14.00%
707 Utilities	12,395.63	13,009.00	19,000.00	-31.53%
708 IT & Communications	27,345.63	29,394.00	33,000.00	-10.93%
Total 700 Office	**$ 103,448.08**	**$ 107,992.00**	**$ 110,300.00**	**-2.09%**
Payroll Expenses				
Company Contributions				
Retirement	6,847.10	7,307.00	18,000.00	-59.41%
Total Company Contributions	**$ 6,847.10**	**$ 7,307.00**	**$ 18,000.00**	**-59.41%**
Fringe benefits	81,872.16	82,667.00	135,984.00	-39.21%
Retirement - employee contributions	17,901.90	19,129.00	25,000.00	-23.48%
Taxes	39,509.44	42,244.00	52,311.00	-19.24%
Wages	500,438.88	535,501.00	612,670.00	-12.60%
Total Payroll Expenses	**$ 646,569.48**	**$ 686,848.00**	**$ 843,965.00**	**-18.62%**
Total Expenses	**$ 2,185,549.75**	**$ 2,367,397.00**	**$ 2,868,190.00**	**-17.46%**
Net Operating Income	**$ 2,444,421.88**	**$ 2,577,972.00**	**$ 2,493,190.00**	**3.40%**
Net Income	**$ 258,872.13**	**$ 210,575.00**	**-$ 375,000.00**	**156.15%**

Cash Balance +$375,000 - Not included in summary

Galena Country Accounting and Reporting

Month reported – **May 2026**

Actual vs Projected Income Statement	Attachment
GCT Minutes	Attachment
Visitor Center – Number of visitors at the center	1,209 Visitors
Website Traffic	235,772 Users

These reports are provided in accordance with the agreement between Galena Country Tourism and Jo Daviess County and the City of Galena.

RECEIVED
JUN 2 6 2026

Safe Haven Humane Society
1471 U.S. Highway 20 West | Elizabeth, Illinois 61028 | www.safehavenforpets.org

June 15, 2026

Jo Daviess County
330 N Bench St
Galena, IL 61036

On behalf of the board of directors, volunteers and most importantly, the homeless cats and dogs in our shelter, we thank you for your very generous donation of $1,000 on June 19, 2026. We sincerely appreciate you keeping the pets of Safe Haven in mind with this gift and we can assure you that it will be put to good use to help them find a forever home!

Safe Haven receives no state or federal funding and therefore relies entirely on donations to provide for these homeless pets. All the proceeds from fundraisers, membership dues, and donations go directly to the day-to-day operation of the shelter.

The care we provide for each pet insures that a healthy dog or cat will be ready for their new home. However, by the time each pet has their veterinary exams, vaccinations, food and grooming, we usually have spent more than we receive from the adoption donation.

Your support is vital in helping us achieve our primary goal - to adopt out healthy pets into good homes and with your help we can continue to help the homeless pets that come through our shelter doors!

Thank you again for your very generous donation.

Sincerely,

Thank you so very much for letting us know about your program & the donation! Very generous

Safe Haven

All donations to Safe Haven Humane Society are exempt from Federal Income Tax under Section 501 (c) (3) of the Internal Revenue Code and we hereby confirm that you have received no goods or services in exchange for this donation.

Jo Daviess County Board
330 North Bench Street
Galena, Illinois 61036

RE: Request for Postponement of Action on Proposed Zoning Amendments

Dear Members of the Jo Daviess County Board,

As Chairman of the Board-appointed Task Group established by the GTA Board of Directors, I respectfully request that the County Board postpone consideration of the proposed zoning amendments to allow additional collaboration, review, and stakeholder engagement consistent with the principles and objectives established in the Jo Daviess County Comprehensive Plan. This communication reflects the Task Group's role in gathering information, identifying stakeholder impacts, and facilitating dialogue for consideration by the Board of Directors.

Our request is rooted in a shared commitment to the long-term success of Jo Daviess County and adherence to the Comprehensive Plan that guides our collective efforts. As stated within the Comprehensive Plan, "Cooperative planning between the County, communities, townships, and state and regional entities will be required for success." We believe this principle is particularly important when considering policy changes that may significantly influence residential development patterns, tourism, property values, infrastructure demands, environmental resources, and the character of our rural communities.

While we appreciate the considerable effort invested by the Ad Hoc Committee and County staff in reviewing these proposed amendments, we believe additional information-sharing and analysis would be beneficial prior to final consideration. To date, a clear explanation outlining the specific purpose, need, and long-term objectives of the proposed changes has not yet been fully shared with affected stakeholders in a consolidated form.

Members of the Ad Hoc Committee have indicated that the proposed amendments are intended, in part, to address additional guest accommodation capacity within the County as has been described in Ad Hoc Committee discussions within the County. However, important questions remain regarding the broader implications of such changes. Specifically, we believe further review is warranted concerning the potential impacts on existing residential communities, property values, infrastructure capacity, emergency services, environmental stewardship, short-term rental concentrations, and the long-term economic relationship with established tourism partners such as the GTA.

As one of the County's largest residential communities and a significant contributor to local tourism, property tax revenue, conservation efforts, and economic activity, The Galena Territory has a substantial interest in understanding how these proposed amendments may affect existing property owners, community stability, and the long-term character of the region. We respectfully request the opportunity to work collaboratively with the County, neighboring communities, and

other stakeholders to better evaluate the potential consequences and intended outcomes of the proposed changes.

The Comprehensive Plan establishes clear goals regarding cooperative planning, preservation of rural character, protection of environmental resources, conservation of scenic beauty, and the maintenance of open space throughout Jo Daviess County. We believe these principles should remain central considerations in the evaluation of any zoning amendments that may affect existing communities, development patterns, and the long-term character of the County.

Specifically, we seek the opportunity to engage with the County in further discussion regarding safeguards and planning considerations consistent with the Comprehensive Plan's objective that residential development in unincorporated areas should be designed in a manner that minimizes land consumption, protects environmental resources, preserves scenic landscapes, and remains compatible with the rural character of the County. Additional time for collaboration and analysis will help ensure that future development policies support both economic growth and preservation of the qualities that make Jo Daviess County a desirable place to live, work, and visit.

The purpose of this request is to encourage additional review, dialogue, and stakeholder participation, while also allowing sufficient time to gather further information regarding the purpose, intended outcomes, and potential long-term impacts of the proposed amendments before final consideration by the County Board.

For these reasons, we respectfully request that the County Board postpone consideration of the proposed zoning amendments and provide an opportunity for further dialogue with The Galena Territory Association, property owners, and other affected stakeholders. We believe additional collaboration and a more complete understanding of the purpose and impact of the proposed amendments will result in better-informed decisions and policies that more fully reflect the goals and vision adopted by the County through its Comprehensive Plan.

Thank you for your consideration and for your service to the residents of Jo Daviess County. We look forward to continuing a productive and cooperative partnership in support of our shared commitment to the long-term success of Jo Daviess County.

Respectfully,

Marshall Brown
Chairman, Board-Appointed Task Group
On behalf of the Board of Directors
The Galena Territory Association
Galena, Illinois

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Only unpaid invoices included.

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
0								
001-16001 PREPAID POSTAGE								
	7037	USPS	8144525; PRE-PAID POSTAGE JULY 2026	JULY 2026 PREPA	07/14/2026	14,000.00		826
Total 001-16001 PREPAID POSTAGE:						14,000.00		
001-40101-601 MAINTENANCE SUPPLIES								
	1225	HOSKINS LUMBER CO	JUN26 CH SUPPLIES	2606-192753	06/06/2026	36.99		726
	7554	UMB	(6205) REESE JUN26 HOSES	JUN26 REESE	06/27/2026	58.44		826
Total 001-40101-601 MAINTENANCE SUPPLIES:						95.43		
001-40101-602 JANITORIAL SUPPLIES								
	1391	CAP SAN/ WEBERS PAPER CO.	(W280550) CH JANITOR SUPPLIES	D171751A	06/05/2026	47.16		726
	1391	CAP SAN/ WEBERS PAPER CO.	(W280550) JUN26 JANITORIAL SUPPLIES	D172075	06/11/2026	174.40		726
Total 001-40101-602 JANITORIAL SUPPLIES:						221.56		
001-40101-701 MAINTENANCE SERVICE								
	4326	J. F. AHERN CO.	(JDCCH) ANNUAL SPRINKLER INSPECTION	824139	06/05/2026	893.19		726
Total 001-40101-701 MAINTENANCE SERVICE:						893.19		
001-40101-708 COSTS ASSOC C/H STORAGE BLDG								
	1299	NICOR GAS	(02-67-80-6555 4) HANOVER	HANOVER JUN26	06/15/2026	154.96		726
	5252	VILLAGE OF HANOVER	(680002) JUN26 WATER/SEWER	MAY/JUNE26	07/08/2026	206.08		726
Total 001-40101-708 COSTS ASSOC C/H STORAGE BLDG:						361.04		
001-40101-711 UTILITIES								
	1478	GALENA, CITY OF	(3.01870.00) COURTHOUSE	JUN26 CH WATER	06/25/2026	104.76		726
Total 001-40101-711 UTILITIES:						104.76		

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
001-40101-712 GARBAGE DISPOSAL								
	1286	MONTGOMERY TRUCKING	(3109-527272) CH PORTION	24758523T109	07/01/2026	188.35		726
Total 001-40101-712 GARBAGE DISPOSAL:						188.35		
001-40102-402 SALARIES-PER DIEM								
	7624	DEININGER, LAVONNE	AD-HOC ZONING MEETING PER DIEM	AD HOC ZONING	06/17/2026	675.00		726
Total 001-40102-402 SALARIES-PER DIEM:						675.00		
001-40102-451 MILEAGE								
	3837	GALLAGHER, DIANE	APRIL - JUNE 2026 MILEAGE	APR-JUNE CB MI	06/30/2026	356.40		726
	5950	HEUERMAN, ROBERT	SEPT-NOV 2025 MILEAGE	SEPT-NOV 2025	06/10/2026	332.92		726
	6446	SCHULTZ, JOHN	JUNE 2026 MILEAGE	JUNE 2026 MILEA	06/29/2026	38.88		726
	6447	TROST, LA DON	DECEMBER 2025 - JUNE 2026 MILEAGE	DEC 25 - JUN 26	07/02/2026	2,282.96		726
	6730	ENDRESS, STEVE	MAY-JUNE 2026 MILEAGE	MAY-JUNE 2026	06/26/2026	138.24		726
	6899	GRIZZOFFI, JOHN	JUNE 2026 MILEAGE	JUNE 2026 MILEA	06/30/2026	10.80		726
	6980	CREIGHTON, JOHN	JUNE 2026 MILEAGE	JUNE 2026 MILEA	07/08/2026	191.80		726
	6980	CREIGHTON, JOHN	MAY 2026 MILEAGE	MAY 2026 MILEA	06/09/2026	149.91		726
	7148	GALLAGHER, LYNN L	MAY - JUNE 2026 MILEAGE	MAY - JUNE 2026	06/29/2026	51.84		726
	7181	HEITKAMP, JOSEPH	APR-JUNE 2026 MILEAGE	APR-JUNE 2026	07/07/2026	147.60		726
	7182	HOLT, MICHAEL	JUNE 2026 MILEAGE	JUNE 2026 MILEA	06/30/2026	97.92		726
	7351	DITTMAR, MICHAEL E	JUNE 2026 MILEAGE	JUNE 2026 MILEA	06/26/2026	78.41		726
	7449	BASTIAN, PEGGY	JUNE 2026 MILEAGE	JUNE 2026 MILEA	06/30/2026	84.24		726
	7566	NOE, LOGAN	JUNE 2026 MILEAGE	JUNE 2026 MILEA	07/07/2026	18.43		726
	7624	DEININGER, LAVONNE	AD-HOC ZONING MILEAGE	AD HOC ZONING	06/17/2026	174.02		726
Total 001-40102-451 MILEAGE:						4,154.37		
001-40102-701 MAINTENANCE SERVICE								
	1279	ACCESS SYSTEMS/MIDWEST B	MBP-JOD70-002 ADMIN OFFICE CB PORTION 07.02.26 - 08.01.26	INV2014502CB	07/02/2026	94.88		826
Total 001-40102-701 MAINTENANCE SERVICE:						94.88		
001-40102-704 TELEPHONE								
	6666	STRATUS NETWORKS	1745.01.10.2018-01 ADMIN PHONE JULY 2026 CB PORTION	257023-CB	07/01/2026	19.27		826
	6666	STRATUS NETWORKS	1745.01.10.2018-05 COUNTY BOARD ROOM PHONE JULY 2026	257023-CB	07/01/2026	14.36		826
Total 001-40102-704 TELEPHONE:						33.63		

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
001-40102-905 MISCELLANEOUS EXPENSE								
	3323	SIGNCRAFT SCREENPRINT	KIMBALL DECALS DISPATCH CENTER	828685	06/05/2026	385.17		726
Total 001-40102-905 MISCELLANEOUS EXPENSE:						385.17		
001-40103-701 MAINTENANCE SERVICE								
	1279	ACCESS SYSTEMS/MIDWEST B	MBP-JOD70-002 ADMIN OFFICE CA PORTION 07.02.26 - 08.01.26	INV2014502-CA	07/02/2026	94.89		826
Total 001-40103-701 MAINTENANCE SERVICE:						94.89		
001-40103-704 TELEPHONE								
	1567	KAISER, ANGELA	8/26 MONTHLY PHONE REIMBURSEMENT	JULY 2026 CELL	07/08/2026	40.00		826
	1567	KAISER, ANGELA	7/26 MONTHLY PHONE REIMBURSEMENT	JUNE 2026 CELL	06/12/2026	40.00		726
	6666	STRATUS NETWORKS	1745.01.10.2018-01 ADMIN OFFICE PHONE JULY 2026 ADMIN PORTION	257023-CA	07/01/2026	19.27		826
Total 001-40103-704 TELEPHONE:						99.27		
001-40104-606 MINOR EQUIPMENT & SMALL TOOLS								
	7554	UMB	BATTERY BACKUP & SURGE PROTECTOR	0754	06/24/2026	103.54		726
Total 001-40104-606 MINOR EQUIPMENT & SMALL TOOLS:						103.54		
001-40104-704 TELEPHONE								
	6666	STRATUS NETWORKS	JULY 2026 TREAS PHONE BILL	257023TREAS	07/06/2026	51.99		826
Total 001-40104-704 TELEPHONE:						51.99		
001-40105-702 PROFESSIONAL SERVICES								
	7625	PROFESSIONAL OFFICE SERVI	MAILING/PRINTING OF 2025 RE TAX BILLS	003864115	06/16/2026	12,626.11		726
Total 001-40105-702 PROFESSIONAL SERVICES:						12,626.11		
001-40106-605 OFFICE SUPPLIES								
	5721	WOODWARD PRINTING SERVI	JDACTY-CLERK & RECORDER CLAIMS CHECKS	22484011	07/01/2026	646.20		826
	7232	AMAZON CAPITAL SERVICES	AMAZON JUNE 2026 ENVELOPES, FILE WALLET, COUNTERFEIT BILL MARKE	1JVN-D6HL-46CF	06/26/2026	94.82		726
	7628	BROWN, TARA	RUBBER STAMP FOR CHECKS STAMPS JULY 2026	REIMBURSMENT	07/07/2026	33.96		826
Total 001-40106-605 OFFICE SUPPLIES:						774.98		

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
001-40106-701 MAINTENANCE SERVICE								
	4447	ACCESS	MBP-JOD10 CLKREC 07/04/2026- 08/03/2026	INV2014501	07/01/2026	70.48		826
Total 001-40106-701 MAINTENANCE SERVICE:						70.48		
001-40106-704 TELEPHONE								
	6666	STRATUS NETWORKS	STRATUS IFIBER SERVICE- JULY 2026	257023 CLKREC	07/09/2026	62.12		826
	6666	STRATUS NETWORKS	STRATUS IFIBER SERVICE- JULY 2026	258036 CLKREC	07/09/2026	31.26		826
	7100	TIMMERMAN, DANA	MONTHLY PHONE REIMBURSEMENT JUNE 2026	TIMMERMAN CEL	07/08/2026	40.00		726
	7102	AT&T MOBILITY	(287320345394) CLKREC FIRSTNET HOTSPOT & PLAN FOR COMBINED IT SE	287320345394X07	07/09/2026	31.25		826
Total 001-40106-704 TELEPHONE:						164.63		
001-40107-701 MAINTENANCE SERVICE								
	7593	LIBERTY SYSTEMS, LLC	JULY 2026 TENEX EQUIPMENT, CONVERSION, AND CONSULTING	8376	07/09/2026	13,785.00		826
Total 001-40107-701 MAINTENANCE SERVICE:						13,785.00		
001-40108-502 TRAVEL EXPENSES								
	7049	BENNETT, MICHELLE	SOA_TRAVEL_BENNETT	2026AssessmentM	06/29/2026	67.52		726
	7554	UMB	SOA TRAVELEXP MB 062026	8138ASSMT	06/29/2026	56.74		726
Total 001-40108-502 TRAVEL EXPENSES:						124.26		
001-40108-701 CONTRACTUAL MAINT								
	1279	ACCESS SYSTEMS/MIDWEST B	SOA S COPYMACH 062026	2001628ASSMT	06/12/2026	65.25		726
Total 001-40108-701 CONTRACTUAL MAINT:						65.25		
001-40108-704 TELEPHONE								
	6666	STRATUS NETWORKS	SOA PHONE 072026	257023ASSMT	07/02/2026	51.99		826
Total 001-40108-704 TELEPHONE:						51.99		
001-40110-451 MILEAGE								
	2785	KRATCHA, JOE	MILEAGE FOR IT SUPPORT - JUNE 2026	JRK-MILEAGE-JU	07/01/2026	26.71		726
	6977	SCHIELTZ, ZACH	MILEAGE FOR IT SUPPORT - JUNE 2026	ZTS-MILEAGE-JU	07/01/2026	26.50		826
	7051	AFFLERBAUGH, RYAN	MILEAGE FOR IT SUPPORT - JUNE 2026	RLA-MILEAGE-JU	07/01/2026	10.37		726

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
Total 001-40110-451 MILEAGE:						63.58		
001-40110-604 COMPUTER SUPPLIES								
	7554	UMB	IT TOOLS & SUPPLIES (CRIMPER, RJ45 CONNECTORS, COMPRESSED AIR T	112-7655941-8961	07/01/2026	72.79		726
Total 001-40110-604 COMPUTER SUPPLIES:						72.79		
001-40110-704 TELEPHONE								
	1241	JCE CO-OP	(ACCT #219770) SECONDARY BROADBAND/INTERNET SERVICE TO CTHSE/	JCE-COOP-JUL26	07/01/2026	84.99		826
	6666	STRATUS NETWORKS	1745.01.10.2018.06 GISIT PHONE SERVICE - JULY 2026	257023-GISIT	07/01/2026	14.36		826
	6666	STRATUS NETWORKS	STRATUS IFIBER SERVICE IT COMBINED SERVICES PORTION - JULY 2026	258036-IT	07/01/2026	1,265.90		826
	7102	AT&T MOBILITY	(287320345394) FIRSTNET HOTSPOT & PLAN FOR COMBINED IT SERVICES (	287320345394X07	07/01/2026	625.00		726
Total 001-40110-704 TELEPHONE:						1,990.25		
001-40112-702 PROFESSIONAL SERVICE								
	3390	TASC - CLIENT INVOICES	4600-0463-4025 ADMIN FEES 8/1/26 - 8/30/26	IN3768936	06/17/2026	65.94		826
	6090	PREFERRED HEALTH CHOICES	JUNE 2026 COBRA FEES	0000009069	07/06/2026	75.00		726
	6850	LAUTERBACH & AMEN, LLP	FY2025 COUNTY AUDIT (FINAL BILLING)	119488	06/19/2026	2,000.00		726
	6850	LAUTERBACH & AMEN, LLP	FY2025 SINGLE AUDIT	119488	06/19/2026	5,000.00		726
	6850	LAUTERBACH & AMEN, LLP	FY2025 CIRCUIT CLERK AUDIT	119488	06/19/2026	7,500.00		726
Total 001-40112-702 PROFESSIONAL SERVICE:						14,640.94		
001-40113-704 TELEPHONE								
	4906	CAHILL, TAMMY	PHONE REIMB JUNE 2026 GRANTS	06052026	06/05/2026	40.00		726
Total 001-40113-704 TELEPHONE:						40.00		
001-41121-441 UNIFORM ALLOWANCE								
	7465	HEAD2TOE CUSTOM APPAREL	(JDCSO) EMBROIDERY	8339/8159	06/10/2026	44.00		726
Total 001-41121-441 UNIFORM ALLOWANCE:						44.00		
001-41121-501 EDUCATION & TRAINING								
	7554	UMB	(9757) SHERIFF TRAINING	JUN26 A.GONZAL	06/27/2026	467.55		726
Total 001-41121-501 EDUCATION & TRAINING:						467.55		

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
001-41121-502 TRAVEL EXPENSES								
	7554	UMB	(6476) JUN9 TRAVEL	HOFTENDER JUN	06/27/2026	778.22		726
	7554	UMB	(3870) TREVARTHEN LUNCH	JUN26 TREVART	06/27/2026	39.14		726
Total 001-41121-502 TRAVEL EXPENSES:						817.36		
001-41121-504 PUBLICATIONS								
	5701	ILLINOIS PROSECUTOR SERVI	(JDCSO) ICOG--ONLINE	JULY26 NEW ICO	07/01/2026	250.00		726
Total 001-41121-504 PUBLICATIONS:						250.00		
001-41121-603 OPERATING SUPPLIES								
	1279	ACCESS SYSTEMS/MIDWEST B	(MBP-JOD45) COPY COUNT X2 INVC	INV1948041/INV1	07/01/2026	718.17		726
	7465	HEAD2TOE CUSTOM APPAREL	(JDCSO) AG.PLAQUE JUL26	8339/8159	06/10/2026	34.00		726
	7554	UMB	(4585) ARTY JUN26	JUN26 ARTY	06/27/2026	28.15		726
	7554	UMB	(7257) JUN26 NOTARY SOAT.STINES & STICKERS	JUN26 MCCARTN	06/29/2026	212.62		726
	7554	UMB	(3570) RAAB JUN26 SQUAD REGISTRATION	JUN26 RAAB	06/27/2026	491.83		726
Total 001-41121-603 OPERATING SUPPLIES:						1,484.77		
001-41121-604 COMPUTER SUPPLIES								
	1320	QUILL CORP	(6472388) OFFICE SUPPLIES DESK CALENDARS	49241740	06/11/2026	17.98		726
	7554	UMB	(0754) RAAB PRINTER / TONER	JUN26 KRATCHA	06/27/2026	255.40		726
Total 001-41121-604 COMPUTER SUPPLIES:						273.38		
001-41121-611 AUTOMOTIVE FUEL/OIL								
	6680	WEX BANK	(0496-00-558895-9) JUN26 SQUAD FUEL	113533445	06/30/2026	12,257.91		726
	7554	UMB	(35670) RAAB JUN26 GAS INDIANA	JUN26 RAAB	06/27/2026	59.01		726
Total 001-41121-611 AUTOMOTIVE FUEL/OIL:						12,316.92		
001-41121-701 MAINTENANCE SERVICE								
	2624	PALMER AUTO SPECIALISTS	38784 GIROT	38784	06/30/2026	1,267.96		726
	2624	PALMER AUTO SPECIALISTS	38792 A. DAVIS	38792	06/30/2026	86.68		726
	2624	PALMER AUTO SPECIALISTS	38853 A. MAYNE	38853	06/30/2026	91.51		726
	2624	PALMER AUTO SPECIALISTS	38885 A. DAVIS	38885	06/30/2026	85.45		726
	2624	PALMER AUTO SPECIALISTS	38891 CAHILL	38891	06/30/2026	651.19		726
	2624	PALMER AUTO SPECIALISTS	38909 BRUSCATO	38909	06/30/2026	49.50		726
	3089	TEMPERLY AUTO OF GALENA	(0067) INVC 58621 JUL26	58621	07/01/2026	906.98		726

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
	3089	TEMPERLY AUTO OF GALENA	(0067) INVC 58753 JUL26	58753	07/01/2026	57.98		726
	3089	TEMPERLY AUTO OF GALENA	(0067) INVC 58781 JUL26	58781	07/01/2026	346.49		726
	4700	RIVER VALLEY COLLISION CEN	2024 DODGE-DURANGO P. HEIDENREICH	17193731	07/01/2026	1,845.50		726
	4915	GUY'S TOWING & SERVICE INC.	ARREST TOW ON 7/7/26	INV-G-63245	07/07/2026	300.00		726
Total 001-41121-701 MAINTENANCE SERVICE:						5,689.24		
001-41121-702 PROFESSIONAL SERVICE								
	1484	MIDWEST MEDICAL CENTER	(JDCSO) 9895752	9895752	06/30/2026	14.87		726
	1484	MIDWEST MEDICAL CENTER	(JDCSO) 9896378	9896378	07/02/2026	14.87		726
Total 001-41121-702 PROFESSIONAL SERVICE:						29.74		
001-41121-725 UNION LEGAL SERVICES								
	6921	THE STEWART LAW FIRM P.C.	JUN30.26 CONF	1291	07/01/2026	137.50		726
Total 001-41121-725 UNION LEGAL SERVICES:						137.50		
001-41121-810 EQUIPMENT								
	5815	DIGITAL-ALLY	(JODIL0) WIDE FABRIC CLIP	1128142	06/25/2026	84.00		726
	6452	STOPSTICK LTD	(JDCSO) 9' STOP STICKS X 2	0042889-IN	06/11/2026	1,087.00		726
Total 001-41121-810 EQUIPMENT:						1,171.00		
001-41122-441 UNIFORM ALLOWANCE								
	6889	KNAUTZ, KRIS	ZERO9 HOLSTERS JUL26	266931	06/27/2026	114.98		726
	7232	AMAZON CAPITAL SERVICES	JUN26 UNIFORM/BELT CLIP BADGE	13FP-KWRY-6HJN	06/25/2026	121.49		726
	7554	UMB	(6032) B.KIEFFER UNIFORM JUN26	KIEFFER JUN26	06/27/2026	606.82		726
Total 001-41122-441 UNIFORM ALLOWANCE:						843.29		
001-41122-501 EDUCATION & TRAINING								
	6740	UNIVERSITY OF ILLINOIS - PTI	VAASSEN FIREARMS TRAINING JUN26	UPI13739	06/15/2026	525.00		726
Total 001-41122-501 EDUCATION & TRAINING:						525.00		
001-41122-602 JANITORIAL SUPPLIES								
	1391	CAP SAN/ WEBERS PAPER CO.	(W250550) PSB JANITORIAL SUPPLIES	D170845B	07/06/2026	56.28		726
	1391	CAP SAN/ WEBERS PAPER CO.	(W250550) PSB BACKORDER: JANITORIAL SUPPLIES	D171751B	06/19/2026	276.50		726
	1391	CAP SAN/ WEBERS PAPER CO.	(W250550) JANITORIAL SUPPLIES	D172683	07/06/2026	572.05		726

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
	7232	AMAZON CAPITAL SERVICES	JUN26 ZINGER EXT CORD	13FP-KWRY-6HJN	06/25/2026	68.39		726
Total 001-41122-602 JANITORIAL SUPPLIES:						973.22		
001-41122-603 OPERATING SUPPLIES								
	6020	IHS PHARMACY	(JV9999999)JUN26 INMATE PRESCRIPTIONS	122698	05/31/2026	768.75		726
	6020	IHS PHARMACY	(JV9999999) JUN26 INMATE PRESCRIPTIONS	123372	06/30/2026	760.62		826
	7232	AMAZON CAPITAL SERVICES	JUN26 HAIR CLIPPER/JAIL	13FP-KWRY-6HJN	06/25/2026	44.99		726
	7554	UMB	(2494) ZINGER JUN26 PSB	JUN26 ZINGER.P	06/27/2026	22.99		726
Total 001-41122-603 OPERATING SUPPLIES:						1,597.35		
001-41122-605 OFFICE SUPPLIES								
	7232	AMAZON CAPITAL SERVICES	JUN26 PLASTIC AFFADAVIT JACKETS	13FP-KWRY-6HJN	06/25/2026	21.79		726
Total 001-41122-605 OFFICE SUPPLIES:						21.79		
001-41122-701 MAINTENANCE SERVICE								
	2689	SCHUMACHER ELEVATOR CO	JUN26 MAINTENANCE	90684726	06/01/2026	106.52		726
Total 001-41122-701 MAINTENANCE SERVICE:						106.52		
001-41122-702 PROFESSIONAL SERVICE								
	1214	HARTIG DRUG CO	(1794) INMATE MEDICATION	4376	07/01/2026	13.71		726
	1484	MIDWEST MEDICAL CENTER	(JDCSO) 9892431	9892431	06/22/2026	121.66		726
	1484	MIDWEST MEDICAL CENTER	(JDCSO) 9892432	9892432	06/22/2026	85.83		726
	1484	MIDWEST MEDICAL CENTER	(JDCSO) 9892872	9892872	06/22/2026	261.80		726
	7459	STELLAR SERVICES LLC.	(JDCSO) FASTCASE	JOFCQ3.26	07/01/2026	45.00		726
Total 001-41122-702 PROFESSIONAL SERVICE:						528.00		
001-41122-711 UTILITIES								
	1241	JCE CO-OP	(219755) JUN26 DERINDA	JUN26 DERINDA	06/24/2026	111.29		726
	1241	JCE CO-OP	(219760) PSB JUN26	JUN26 PSB MEEK	06/24/2026	2,818.75		726
	1241	JCE CO-OP	(219763) RR2 RADIO TOWER	JUN26 RR2 TOW	06/24/2026	190.26		726
	1241	JCE CO-OP	(219768) JUN26 RT 5 W	JUN26 RT5 W	06/24/2026	73.92		726
	1299	NICOR GAS	(94-71-23-20004) PSB APR/MAY26	PSB MAY/JUNE26	06/18/2026	568.00		726
	1478	GALENA, CITY OF	(4.00151.00) PSB JUN26 WATER/SEWER	JUN26 PSB WATE	06/26/2026	564.59		826
	5513	GUILFORD TOWNSHIP	(JDCSO) JUL26 ANNUAL AGREEMENT	ANNUALAGREEM	07/02/2026	600.00		726

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
Total 001-41122-711 UTILITIES:						4,926.81		
001-41122-712 GARBAGE DISPOSAL								
	1286	MONTGOMERY TRUCKING	(3109-527272) JUL26 PSB PORTION	24758523T109 PS	07/01/2026	188.34		726
Total 001-41122-712 GARBAGE DISPOSAL:						188.34		
001-41122-719 OTHER SERVICE CHARGES								
	1250	THE WORKSHOP	(100802) JUN INMATE MEALS	58290	06/30/2026	2,840.00		726
Total 001-41122-719 OTHER SERVICE CHARGES:						2,840.00		
001-41123-701 MAINTENANCE SERVICE								
	1149	COM ELEC SERVICES INC	(2535412) JUL RADIO MAINTENANCE	2784	06/28/2026	4,714.13		726
Total 001-41123-701 MAINTENANCE SERVICE:						4,714.13		
001-41123-704 TELEPHONE								
	1194	VERIZON WIRELESS	(486472033-2) DETECTIVES ARLO	6144988087	06/01/2026	36.01		726
	1194	VERIZON WIRELESS	(486472033-2) DETECTIVES ARLO	6147488499	07/01/2026	36.01		726
	6666	STRATUS NETWORKS	(INVC 257023) JUN26 SHERIFF PORTION	257023 SH	07/01/2026	141.69		726
	7226	AT&T MOBILITY	(287314547685) DEPUTIES CELL PHONES	287314547685X07	06/25/2026	1,828.38		726
	7461	MEDIACOM	(8384880030093078) JUL.AUG26 JDCSO TV	JUL.AUG26 TV	06/26/2026	276.35		726
Total 001-41123-704 TELEPHONE:						2,318.44		
001-41124-606 MINOR EQUIPMENT & SMALL TOOLS								
	7554	UMB	(0754) COURT SECURITY DOOR STICKERS	KRATCHA COURT	06/27/2026	24.16		726
Total 001-41124-606 MINOR EQUIPMENT & SMALL TOOLS:						24.16		
001-41125-451 MILEAGE								
	6340	EIKSTADT, KEITH	MILEAGE REIMBURSEMENT FOR STARCOM TESTING ON 06/04/2024	EMA_MILEAGE_J	07/07/2026	171.64		826
Total 001-41125-451 MILEAGE:						171.64		
001-41125-605 OFFICE SUPPLIES								
	7554	UMB	EMA_ACCESORIES	JUNE_26_EMA_IT	07/07/2026	42.75		826

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
Total 001-41125-605 OFFICE SUPPLIES:						42.75		
001-41125-611 AUTOMOTIVE FUEL/OIL								
	7554	UMB	FUEL	June_26_EMA	06/30/2026	65.05		826
	7554	UMB	FUEL	June_26_EMA	06/30/2026	75.69		826
	7554	UMB	FUEL	June_26_EMA	06/30/2026	56.79		826
	7554	UMB	FUEL	June_26_EMA	06/30/2026	57.07		826
Total 001-41125-611 AUTOMOTIVE FUEL/OIL:						254.60		
001-41125-704 TELEPHONE								
	6666	STRATUS NETWORKS	EMA_PHONE_STRATUS	257023_EMA	07/07/2026	2.01		826
	6666	STRATUS NETWORKS	STRATUS IFIBER SERVICE_EMA - JULY 2026	258036_EMA	07/07/2026	5.21		826
	7225	AT&T MOBILITY	EMA CELLPHONE_JUNE	28731997439X070	07/07/2026	91.64		826
Total 001-41125-704 TELEPHONE:						98.86		
001-41125-711 UTILITIES								
	1247	JDC FUND 002 HIGHWAY	NICOR_GAS_JUNE	598	06/30/2026	190.92		726
Total 001-41125-711 UTILITIES:						190.92		
001-41125-719 OTHER SERVICES CHARGES								
	7630	MOTOROLA SOLUTIONS - RAVE	RAVE_ALERT_SMART_911_MAY26-MAY27	1411260385	07/08/2026	10,000.00		826
Total 001-41125-719 OTHER SERVICES CHARGES:						10,000.00		
001-41125-724 RENTALS								
	1247	JDC FUND 002 HIGHWAY	OFFICE RENT	598	06/30/2026	352.83		726
	1247	JDC FUND 002 HIGHWAY	SHOP RENT	598	06/30/2026	194.00		726
Total 001-41125-724 RENTALS:						546.83		
001-41127-403 SALARIES- PART TIME & TEMP								
	5981	HERMANN, WILLIAM	CALL TIME: HAVENS, JORDAN; WINTER, JUDITH; MCGIVNEY, JAMES; KAZAN	APRIL-JUNE 2026	07/01/2026	210.00		726
	5981	HERMANN, WILLIAM	DEPUTY STIPEND_JULY 2026	JULY 2026	07/01/2026	50.00		826
	5982	FURLONG, TOM	DEPUTY STIPEND_JULY 2026	JULY 2026	07/01/2026	50.00		826
	6464	HERMANN, JULIA	DEPUTY STIPEND_JULY 2026	JULY 2026	07/01/2026	50.00		826

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
Total 001-41127-403 SALARIES- PART TIME & TEMP:						360.00		
001-41127-704 TELEPHONE								
	6330	HERMANN RUNKLE, JUSTINA	REIMBURSEMENT FOR CELL PHONE: JUNE 2026	JUNE 2026	07/01/2026	40.00		726
Total 001-41127-704 TELEPHONE:						40.00		
001-41127-724 RENTALS								
	2016	WINNEBAGO CO CORONERS O	MORGUE USE: WINTERS, JUDITH; HAVENS, JORDAN; WEIPERT, JOSHUA; KI	26-JDC01	05/20/2026	900.00		726
Total 001-41127-724 RENTALS:						900.00		
001-42131-503 DUES								
	7554	UMB	JUDGES DUES	6572JUDGECCJu	07/01/2026	680.00		726
Total 001-42131-503 DUES:						680.00		
001-42131-702 PROFESSIONAL SERVICE								
	6307	CORDERO, CARMELA	06/23/2026 SPANISH INTERPRETER FOR JUDGE HAY'S COURTROOM	6-23-26-INTERPR	06/23/2026	50.00		726
	7077	LMH CERTIFIED REPORTING	ADA REMOTE CART CAPTIONER 06/2026	1649	07/01/2026	125.00		726
	7610	DOUGLASS, MARY ELLEN	COURT ORDERED TRANSCRIPT 2026CF25	1557(2)	06/30/2026	52.46		826
	7610	DOUGLASS, MARY ELLEN	COURT ORDERED TRANSCRIPT 2024CF1	1567	07/01/2026	292.00		726
Total 001-42131-702 PROFESSIONAL SERVICE:						519.46		
001-42131-704 TELEPHONE								
	4563	RELX INC DBA LEXIS NEXIS	ONLINE SERVICES FOR COURT AND PD JUNE 2026	3096552985	07/01/2026	417.00		826
	6666	STRATUS NETWORKS	STRATUS PHONE JUDGE AND PD PORTION JULY 2026	257023courts	07/01/2026	66.35		726
	7554	UMB	ZOOM COURTROOM	6572JUDGECCJu	07/01/2026	100.00		726
Total 001-42131-704 TELEPHONE:						583.35		
001-42131-719 OTHER SERVICE CHARGES								
	7554	UMB	6/24/2026--8816-WAND, JEAN - WATER FOR JURY TRIALS FOR BOTH JUDGE	8816-WAND, JEA	06/24/2026	11.97		726
Total 001-42131-719 OTHER SERVICE CHARGES:						11.97		
001-42131-810 EQUIPMENT PURCHASE								
	7554	UMB	PRIVACU SCREENS FOR THE COURTROOMS	0754JUDGE	07/01/2026	157.44		726

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
Total 001-42131-810 EQUIPMENT PURCHASE:						157.44		
001-42132-451 MILEAGE								
	3147	GILLIP, SHARON	MILEAGE FOR JUNE	SMG 06-26	07/01/2026	89.28		726
	4331	WATSON, JAMIE	MILEAGE FOR JUNE AND LUNCH EXPENSE	JLW 06-26	07/01/2026	97.43		726
	6396	BAUER, JUSTIN	MILEAGE FOR JUNE	JJB 06-26	07/01/2026	310.32		726
	6976	WILD, CARTER J	MILEAGE FOR JUNE	CJW 06-26	07/07/2026	171.72		726
	7116	ZIEGLER, ANGELA	MILEAGE FOR JUNE	AMZ 06-26	07/01/2026	95.04		726
Total 001-42132-451 MILEAGE:						763.79		
001-42132-605 OFFICE SUPPLIES								
	1279	ACCESS SYSTEMS/MIDWEST B	MBP-JOD13 COPIER CHARGES 06/26-08/26	INV20003640	06/10/2026	220.77		726
Total 001-42132-605 OFFICE SUPPLIES:						220.77		
001-42132-704 TELEPHONE								
	6666	STRATUS NETWORKS	1745.01.10.2018-09 TELEPHONE CHANGES FOR JUNE	257023 PROB	07/01/2026	51.99		726
Total 001-42132-704 TELEPHONE:						51.99		
001-42132-719 OTHER SERVICE CHARGES								
	7382	SCRAM SYSTEM OF ILLINOIS	GPS MONITORING FEES FOR MINOR (B.M.&Z.D.))	P-13165	05/31/2026	564.00		726
Total 001-42132-719 OTHER SERVICE CHARGES:						564.00		
001-42133-605 OFFICE SUPPLIES								
	1162	CULLIGAN	(912727) WATER FOR THE COURTS	912727-JOD CIRC	06/30/2026	49.50		726
	1320	QUILL CORP	1613123-191568491 POST IT NOTES, STAPLES, PUFFS PLUS FOR COURTRO	49381217	06/24/2026	46.37		726
Total 001-42133-605 OFFICE SUPPLIES:						95.87		
001-42133-702 PROFESSIONAL SERVICE								
	7267	RED OXYGEN	5257809227 MESSAGING CHARGES FOR JUNE 2026	CI00219408-3150	06/29/2026	33.11		726
Total 001-42133-702 PROFESSIONAL SERVICE:						33.11		
001-42133-704 TELEPHONE								
	6666	STRATUS NETWORKS	1745.01.10.2018-03 CIRCUIT CLERK'S PORTION OF PHONE BILL	257023-CIRCUIT	07/01/2026	62.12		726

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
Total 001-42133-704 TELEPHONE:						62.12		
001-42134-604 COMPUTER SUPPLIES								
	7554	UMB	(0754) KRATCHA PURCHASE CARD; SA PORTION AMAZON EXTERNAL DISC	NONE- 6-14-26	07/06/2026	28.98		726
Total 001-42134-604 COMPUTER SUPPLIES:						28.98		
001-42134-605 OFFICE SUPPLIES								
	1320	QUILL CORP	2149215 49067145 STATE'S ATTORNEY OFFICE SUPPLIESE; PENDAFLEX 3 1/	49067145	05/28/2026	52.88		726
	1320	QUILL CORP	2149215 49141129 STATE'S ATTORNEY OFFICE SUPPLIES; 5.25 PENDAFLEX	49141129	06/03/2026	56.90		726
Total 001-42134-605 OFFICE SUPPLIES:						109.78		
001-42134-701 CONTRACTUAL MAINTENANCE								
	1279	ACCESS SYSTEMS/MIDWEST B	MBP-JOD80 STATE'S ATTORNEY COPIES	INV2014503	07/02/2026	139.53		726
Total 001-42134-701 CONTRACTUAL MAINTENANCE:						139.53		
001-42134-704 TELEPHONE								
	5807	ZEAL, JODI	VICTIM WITNESS COORDINATOR CELL PHONE	4958468252	06/06/2026	40.00		726
	6347	NORTH, ADAM	ASA NORTH CELL PHONE BILL	NONE NORTHCE	07/01/2026	40.00		726
	6666	STRATUS NETWORKS	1745.01.10.2018-10 STATE'S ATTORNEY PORTION PHONE	257023 SA	07/01/2026	82.42		726
	6916	ALLENDORF, CHRISTOPHER	STATE'S ATTORNEY CELL PHONE BILL	4964555271	06/20/2026	40.00		826
	6998	MCILVANIE, KATE L	ASA MCILVANIE CELL PHONE BILL	NONE CELL 6-202	06/26/2026	40.00		726
Total 001-42134-704 TELEPHONE:						242.42		
001-42134-719 OTHER SERVICE CHARGES								
	4563	RELX INC DBA LEXIS NEXIS	1000S43K3 SA PORTION LEXIS NEXIS	3096552985 SA	06/30/2026	312.00		726
	5807	ZEAL, JODI	POSI VS HEIMANN 21-CM-440 CERT COPIES	1547	06/08/2026	5.00		726
	7057	REED, AMBER	AMBER REED NOTARY PUBLIC APPLICATION FEE REIMBURSEMENT	33972919	06/26/2026	16.00		726
	7610	DOUGLASS, MARY ELLEN	POSI VS JEFFREY HEIMANN 26-CF-25 TRANSCRIPTS	1561	06/08/2026	34.50		726
	7610	DOUGLASS, MARY ELLEN	POSI VS GAIGE LYTLE EXPEDITED TRANSCRIPT	1564	06/11/2026	66.50		726
	7610	DOUGLASS, MARY ELLEN	POSI VS HEIMANN 26-CF-25 EXPEDITED TRANSCRIPTS	1569	06/30/2026	285.00		826
Total 001-42134-719 OTHER SERVICE CHARGES:						719.00		
001-44157-905 MISCELLANEOUS EXPENSE								
	3724	LEITZINGER, TOM	JUN.JUL26 CEMETERY MILEAGE	JUN/JUL26 CEME	07/07/2026	53.28		726

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
	7554	UMB	(2494) ZINGER CEMETERY JUN26	JUN26 ZINGER C	06/27/2026	119.66		726
Total 001-44157-905 MISCELLANEOUS EXPENSE:						172.94		
001-44159-910 INTERGOVERNMENTAL AGREEMENT								
	1258	ROE#8	JDC SHARE OF BILLS - JUN 2026	JUNE 2026	07/06/2026	3,731.77		726
Total 001-44159-910 INTERGOVERNMENTAL AGREEMENT:						3,731.77		
001-45163-402 SALARIES-PER DIEM								
	4018	MAPES, RON	PER DIEM FOR P/C MEETINGS 06/17/2026 & 6/24/2026	06-2026RMAPES_	06/24/2026	150.00		726
	5656	HILL, DON	PER DIEM FOR PLANNING COMMISSION MEETINGS 06/17/2026 & 6/24/2026	06-2026DHILL_PE	06/24/2026	150.00		726
	5968	MCINTYRE, STEVE	PER DIEM FOR P/C MEETINGS 6/17/2026 & 6/27/2026	06-2026SMCINTY	06/24/2026	150.00		726
	5975	DIEDRICK, GARY	PER DIEM FOR P/C MEETING 06/17/2026 & 06/24/2026	06-2026GDIEDRI	06/24/2026	150.00		726
	6562	HUSCHITT, PETER	PER DIEM FOR P/C MEETING 6/17/2026	06-2026PHUSCHI	06/24/2026	75.00		726
	7624	DEININGER, LAVONNE	PER DIEM FOR ZBA-PLANNING COMMISSION JUNE 24 2026 MEETING	06-2026LDEINING	06/24/2026	75.00		726
Total 001-45163-402 SALARIES-PER DIEM:						750.00		
001-45163-451 MILEAGE								
	3547	SOPPE, MELISSA	MEETING MILEAGE FOR THE MONTH OF MAY 2026 HANOVER, TWO MEETIN	06-2026MSOPPE_	06/24/2026	63.36		726
	4018	MAPES, RON	MEETING & SITE MILEAGE FOR JUNE 2026 PLANNING COMMISSION HANOV	06-2026RMAPES_	06/24/2026	76.32		726
	5656	HILL, DON	MEETING & SITE MILEAGE PLANNING COMMISSION - HANOVER JUNE 2026	06-2026DHILL_PE	06/24/2026	116.64		726
	5968	MCINTYRE, STEVE	MEETING & SITE MILEAGE FOR PLANNING COMMISSION JUNE 2026 HANOV	06-2026SMCINTY	06/24/2026	43.92		726
	5975	DIEDRICK, GARY	MEETING & SITE MILEAGE JUNE 2026 PLANNING COMMISSION HANOVER 2	06-2026GDIEDRI	06/24/2026	74.88		726
	6562	HUSCHITT, PETER	MEETING & SITE MILEAGE FOR JUNE 2026 PLANNING COMMISSION	06-2026PHUSCHI	06/24/2026	33.12		726
	7520	WIENEN, CATHERINE A	SITE MILEAGE FOR C WIENEN JUNE 2026	06-2026CWIENEN	06/17/2026	101.52		726
	7624	DEININGER, LAVONNE	SITE & MEETING MILES FOR JUNE ZBA-PLANNING COMMISSION JUNE 2026	06-2026LDEINING	06/24/2026	17.28		726
Total 001-45163-451 MILEAGE:						527.04		
001-45163-611 AUTOMOTIVE FUEL/OIL								
	1362	STEPHENSON SERVICE CO	ACCOUNT 1824643 JUNE 2026 FUEL FOR PLANNING & DEVELOPMENT	06-2026FS_PLAN	07/01/2026	202.90		726
Total 001-45163-611 AUTOMOTIVE FUEL/OIL:						202.90		
001-45163-701 MAINTENANCE SERVICE								
	1636	ELIZABETH GARAGE	JO DAVIESS COUNTY PLAN DEV 2016 FORD F150 TRUCK OIL CHANGE, OIL	9095	06/04/2026	75.50		726
	7554	UMB	ACCT X4099-WMEEKER CREDIT FROM WALMART FOR A TIRE. PLEASE NOT	06-2026_WMEEK	06/27/2026	173.00-		726

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Total 001-45163-701 MAINTENANCE SERVICE:						97.50-		
001-45163-703 POSTAGE								
	1247	JDC FUND 002 HIGHWAY	3003 POSTAGE JUNE 2026_320 - ZONING	599_PLAN DEV C	06/30/2026	36.64		726
	1247	JDC FUND 002 HIGHWAY	3003 POSTAGE JUNE 2026_321 BUILDING	599_PLAN DEV C	06/30/2026	11.46		726
	1247	JDC FUND 002 HIGHWAY	3003 POSTAGE JUNE 2026_322 GUEST ACCOMMODATIONS	599_PLAN DEV C	06/30/2026	1.03		726
	1247	JDC FUND 002 HIGHWAY	3003 POSTAGE JUNE 2026_323 ZBA-PLAN COMMISSION	599_PLAN DEV C	06/30/2026	139.00		726
Total 001-45163-703 POSTAGE:						188.13		
001-45163-704 TELEPHONE								
	5844	MENSENDIKE, ANDY	MOBILE DEVICE REIMBURSEMENT - ANDY MENSENDIKE JUNE 2026	06-2026AMENSE	06/17/2026	40.00		826
	6666	STRATUS NETWORKS	1745.01.10.2018-16 PLAN DEV PORTION OF STRATUS PHONE BILL	257023	07/01/2026	5.67		826
	7435	MEEKER, WILLIAM	MOBILE DEVICE REIMBURSEMENT JUNE 2026 ZONING ADMIN	06-2025WMEEKE	06/27/2026	40.00		726
Total 001-45163-704 TELEPHONE:						85.67		
001-45163-705 PUBLISHING								
	1198	GALENA GAZETTE	ACCT #66622 LEGAL NOTICE FOR JUNE 2026 ZBA HEARING - KORDESH VA	477072	06/26/2026	66.44		726
	1198	GALENA GAZETTE	ACCT #66622 LEGAL NOTICE FOR JUNE 2026 ZBA HEARING - OFFFENHEISE	477076	06/26/2026	65.48		726
Total 001-45163-705 PUBLISHING:						131.92		
001-45163-719 OTHER SERVICE CHARGES								
	1247	JDC FUND 002 HIGHWAY	COPY COSTS FOR PLAN & DEVELOPMENT FOR THE MONTH OF JUNE 2026	599_PLAN DEV C	06/30/2026	190.10		726
Total 001-45163-719 OTHER SERVICE CHARGES:						190.10		
002-43141-441 UNIFORM ALLOWANCE								
	6401	THOMPSON, MATTHEW	2026 UNIFORMS & BOOTS 07/03/26	UNIFORM/BOOTS	07/03/2026	255.00		826
	7059	VANRAALTE, QUENTEN	REIMB UNIFORM/BOOTS STEEL TOE 06/24/26	UNIFORM BOOTS	06/24/2026	227.95		726
	7186	KROHMER, JOHN	2026 JUN REIMB INSULATED JACKET 12/15/25	2026 JUN UNIFO	06/25/2026	121.49		726
	7186	KROHMER, JOHN	2026 JUN REIMB THERMAL LINED SWEATSHIRT 12/24/25	2026 JUN UNIFO	06/25/2026	104.99		726
	7186	KROHMER, JOHN	2026 JUN REIMB THERMAL LINED FULL ZIP SWEATSHIRT & JEANS 02/13/26	2026 JUN UNIFO	06/25/2026	126.97		726
	7186	KROHMER, JOHN	2026 JUN REIMB 2 PAIR WORK JEANS 06/06/26	2026 JUN UNIFO	06/25/2026	21.98		726
	7186	KROHMER, JOHN	2026 JUN REIMB KING TOE BOOTS 06/12/26	2026 JUN UNIFO	06/25/2026	254.99		726
Total 002-43141-441 UNIFORM ALLOWANCE:						1,113.37		

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
002-43141-601 MAINTENANCE SUPPLIES								
	1276	MENARDS-DUBUQUE	30570340; (INV 79146) / PT-15 / 12-3 25' FLEXZILLA CORD 06/04/26	79146	06/04/2026	49.99		726
	1276	MENARDS-DUBUQUE	30570340; (INV 79146) / MENARDS REBATE	79146	06/04/2026	55.30-		726
	1364	STOCKTON AUTO SUPPLY	4400; INV 309960 / CS-2 / HYDRAULIC FILTER 06/16/26	INVOICE 2026 JU	06/30/2026	37.06		826
	1364	STOCKTON AUTO SUPPLY	4400; INV 310251 / MT-10 / RED THREADLOCKER 2, ECHLIN HVAC HEATER R	INVOICE 2026 JU	06/30/2026	51.70		826
	2306	E.D. ETNYRE CO	E17470: CS-2 / HOSE-SUCTION 3.5"ID X 6" LONG 06/09/26	750910	06/09/2026	75.75		726
	2737	DUBUQUE HOSE & HYDRAULIC	C82437; INV 924616 / WP-1 / HOSE MULTI-PURPOSE, 4" GLOBAL ALUM FEMA	INVOICES 2026 J	06/30/2026	644.24		826
	3196	SADLER POWER TRAIN	41554: INV 0310278089 / ST-2 / STUD 3/4"X16T ALUM DISC PETE, INNER CAP	0310278089	06/18/2026	130.45		726
	3705	MOBILE ELECTRONICS	JODAVHWY: DT-40 / NEW RADIO INSTALLED ETC 06/16/26	16278	06/16/2026	675.45		726
	4452	TRISTATE TRUCK EQUIPMENT	DT-33 / INV 9112 / WLD, TG AUG, SBD/G-6 STD 05/01/26	9112	05/01/2026	1,305.58		726
	7197	RITCHIE IMPLEMENT, INC.	40007: INV 65532D / MT-10 / INPUT KIT, SEAL, OIL 9 RING, DISPSTICK, LOCK	65532D	06/24/2026	293.47		726
	7288	THE CYLINDER SHOP	2 BOOM MOWERS / INV 6662 / MISC ITEMS 03/03/26	6662	03/03/2026	901.60		726
	7288	THE CYLINDER SHOP	FORK LIFT MAST / INV 6706 / MISC ITEMS 03/17/26	6706	03/17/2026	251.80		726
	7288	THE CYLINDER SHOP	JOHN DEERE LOADER / INV 6835 / LIFT CYLS ETC & TILT ETC ITEMS 04/22/2	6835	04/22/2026	1,074.64		726
	7443	WARNING LITES OF SOUTHER	SIGN HWY / INV 43021 / US RT 20 E 06/12/26	43021	06/12/2026	23.00		726
	7443	WARNING LITES OF SOUTHER	SIGN HWY / INV 43021 / S WILLOW RD 06/12/26	43021	06/12/2026	28.00		726
	7443	WARNING LITES OF SOUTHER	SIGN HWY / INV 43021 / S DERINDA RD 06/12/26	43021	06/12/2026	64.00		726
	7443	WARNING LITES OF SOUTHER	SIGN HWY / INV 43021 / SCHAPEVILLE (SP WRONG) 06/12/26	43021	06/12/2026	37.00		726
	7443	WARNING LITES OF SOUTHER	SIGN HWY / INV 43021 / HUMP SIGN 06/12/26 (DYLAN)	43021	06/12/2026	68.75		726
	7443	WARNING LITES OF SOUTHER	SIGN HWY / INV 43021 / E LIEBERT RD & E LIEBERT RD 06/12/26	43021	06/12/2026	88.00		726
	7443	WARNING LITES OF SOUTHER	SIGN HWY / INV 43021 / E HANOVER RD/E HANOVER RD 06/12/26	43021	06/12/2026	88.00		726
	7443	WARNING LITES OF SOUTHER	SIGN HWY / INV 43021 / ELIZABETH-MASSBACH-MT CARROLL 06/12/26	43021	06/12/2026	82.50		726
	7443	WARNING LITES OF SOUTHER	SIGN HWY / INV 43021 / CHESTNUT SKI 8, BL. LANDING 12, HANOVER 16 06/	43021	06/12/2026	66.00		726
	7443	WARNING LITES OF SOUTHER	SIGN HWY / (4) REVERSE RIGHT CURVE 06/12/26	43022	06/12/2026	396.00		726
	7443	WARNING LITES OF SOUTHER	SIGN HWY / (4) REVERSE LEFT CURVE 06/12/26	43022	06/12/2026	396.00		726
	7443	WARNING LITES OF SOUTHER	SIGN HWY / (1) 40 MPH SPEED ADVISORY 06/12/26	43022	06/12/2026	44.00		726
	7443	WARNING LITES OF SOUTHER	SIGN HWY / FREIGHT CHARGE 06/12/26	43022	06/12/2026	40.00		726
	7469	ASCENDANCE TRUCK CENTER	312060; INV XA354010862:01 / DT-38 / SEAL KIT, DEF TANK, SENSOR, FILTER-	INVOICES 2026 M	06/30/2026	255.89		826
Total 002-43141-601 MAINTENANCE SUPPLIES:						7,113.57		
002-43141-602 JANITORIAL SUPPLIES								
	1068	BL MURRAY CO, INC	JODCHD: PAPER TOWELS & TOLIET PAPER 06/16/26	28673	06/16/2026	113.27		726
Total 002-43141-602 JANITORIAL SUPPLIES:						113.27		
002-43141-603 OPERATING SUPPLIES								
	1225	HOSKINS LUMBER CO	JODAV7; INV 2606-192399 (SHOP) ELBOW, COUPLING, PIPE 06/01/26	2606-192399	06/01/2026	26.73		826
	1225	HOSKINS LUMBER CO	JODAV7; INV 2606-192697 (HWY) SHOP / WHITE METAL POST-MOUNT MAILB	2606-192697	06/05/2026	34.99		826
	1225	HOSKINS LUMBER CO	JODAV7; INV 2606-192910; (SHOP) INSECT SPRAY CARPENTER ANTS 06/09/	2606-192910	06/09/2026	23.98		726

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
	1276	MENARDS-DUBUQUE	30570340; (INV 79146) / SHOP / BOW RAT YW 06/04/26	79146	06/04/2026	19.99		726
	1276	MENARDS-DUBUQUE	30570340; (INV 79146) / SHOP / BOW RATE MF 06/04/26	79146	06/04/2026	37.99		726
	1276	MENARDS-DUBUQUE	30570340; (INV 79633) / SC ELECTRONIC LEVER 06/12/26	79633	06/12/2026	112.24		726
	1364	STOCKTON AUTO SUPPLY	4400; INV 308447 / SHOP / ENGINE OIL FILTER 06/05/26	INVOICE 2026 JU	06/30/2026	20.36		826
	1364	STOCKTON AUTO SUPPLY	4400; INV 309313 / SHOP / ALLIGATOR CLIP 06/11/26	INVOICE 2026 JU	06/30/2026	3.84		826
	1364	STOCKTON AUTO SUPPLY	4400; INV 309412 / SHOP / BATTERY TEST CLIP 06/12/26	INVOICE 2026 JU	06/30/2026	22.38		826
	1364	STOCKTON AUTO SUPPLY	4400; INV 309484 / CREDIT SHOP / ALLIGATOR CLIP (ORG INV 309313) 06/12/	INVOICE 2026 JU	06/30/2026	3.84-		826
	1364	STOCKTON AUTO SUPPLY	4400; INV 309487 / SHOP / Z HOSE END FITTING 06/12/26	INVOICE 2026 JU	06/30/2026	116.66		826
	1364	STOCKTON AUTO SUPPLY	4400; INV 310153 / SHOP / COUPLER, Z HOSE FITTING 06/17/26	INVOICE 2026 JU	06/30/2026	60.55		826
	1364	STOCKTON AUTO SUPPLY	4400; INV 310156 / SHOP / FEL-PRO GASKET MAKING MATERIAL 06/17/26	INVOICE 2026 JU	06/30/2026	26.83		826
	1364	STOCKTON AUTO SUPPLY	4400; INV 311349 / SHOP / MOTOR TUNE-UP 16OZ 06/26/26	INVOICE 2026 JU	06/30/2026	17.98		826
	1389	GASSER TRUE VALUE	(103506) INV 444446 / SHOP / BOLTS-WASHERS-NUTS 06/11/26	444446	06/11/2026	3.28		826
	1389	GASSER TRUE VALUE	(103506) INV 497594 / SHOP / CHAIN 10MM, GRAB HOOK 3/8" CLEVIS 06/12/2	497594	06/12/2026	44.91		826
	1432	DAVIS LUMBER CO	(HWY) INV 120124 / RAKE 05/04/26	120124	05/04/2026	39.99		726
	2101	RICKS SALES & SERVICE, LLC	JDCHD: (INV 6286) STARTER GRIP0/LG & 2 STARTER ROPES 1FT 06/11/26	6286	06/11/2026	44.24		726
	2101	RICKS SALES & SERVICE, LLC	JDCHD: (INV 6377) MOTO MIX 1QT GASOIL PRE MIX FUEL, 1QT WOODCUTT	6377	06/16/2026	17.91		726
	2101	RICKS SALES & SERVICE, LLC	JDCHD: (INV 6394) CHAINS, CHAIN LOOPS 0/18/26	6394	06/18/2026	59.38		726
	2737	DUBUQUE HOSE & HYDRAULIC	C82437; INV 923981 / SHOP / HHCS G8 NC Z/Y, ZERK 1/8, ZERK 6MMX1.0 06/0	INVOICES 2026 J	06/30/2026	45.07		826
	2737	DUBUQUE HOSE & HYDRAULIC	C82437; INV 924568 / SHOP / ANNULAR CUTTER 1" DEEP X 11/16 06/04/26	INVOICES 2026 J	06/30/2026	188.22		826
	2737	DUBUQUE HOSE & HYDRAULIC	C82437; INV 924569 / SHOP / MISC ITEMS 06/04/26	INVOICES 2026 J	06/30/2026	334.00		826
	2737	DUBUQUE HOSE & HYDRAULIC	C82437; INV 926095 / SHOP / GR C LOCK NUT, BUTT CONN, NC COMB, GOJO	INVOICES 2026 J	06/30/2026	174.82		826
	2737	DUBUQUE HOSE & HYDRAULIC	C82437; INV 927127 / SHOP / 1/2 ALL SS WORM CLAMP, HHCS G8 Z/Y, FLAT	INVOICES 2026 J	06/30/2026	59.80		826
	2737	DUBUQUE HOSE & HYDRAULIC	C82437; INV 928205 / SHOP / G8 HEX NUT Z/Y, 1/4X2 PLATED COTTER PINS,	INVOICES 2026 J	06/30/2026	21.38		826
	5758	JOHN DEERE FINANCIAL	75309-06176; THEISENS (INV 10929466) M RUBB CAMO HIP WADERS FOR S	10929466	05/20/2026	149.99		726
	6877	NUTRIEN AG SOLUTIONS, INC.	1866789; CROSSBOW, SALVO, REIGN, HERBIMAX 06/04/26	903396095	06/04/2026	2,426.00		726
	7216	MIDWEST WHEEL	4061; INV CREDIT 4668160-00 / BATTERY CORE 06/04/26	INVOICES 2026 J	06/30/2026	54.00-		826
	7216	MIDWEST WHEEL	4061; INV 4697968-00 / CHLORINATED BRAKE CLEANER 06/29/26	INVOICES 2026 J	06/30/2026	105.36		826
	7288	THE CYLINDER SHOP	SHOP / INV 6382 / MAXIM 3.15 CU IN SPINNER MOTOR 11/06/25	6382	11/06/2025	290.13		726
	7288	THE CYLINDER SHOP	SHOP / INV 6523 / TELEHANDLER FRAME TIP ETC & 2-PLOW WING LIFT ETC	6523	01/09/2026	1,048.85		726
	7469	ASCENDANCE TRUCK CENTER	312060; INV XA354009790:01 / SHOP / BLOCK, FUS, POWER PDM, CABIN AIR	INVOICES 2026 M	06/30/2026	450.88		826
	7469	ASCENDANCE TRUCK CENTER	312060; INV XA354009790:01 / SHOP CREDIT 05/01/26	INVOICES 2026 M	06/30/2026	20.26-		826
Total 002-43141-603 OPERATING SUPPLIES:						5,950.63		
002-43141-604 COMPUTER SUPPLIES								
	7554	UMB	(4252) LISA HWY / INV 49080537 / 3-COLOR TONER SET 05/29/26	49080537	05/29/2026	452.99		826
Total 002-43141-604 COMPUTER SUPPLIES:						452.99		

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
002-43141-605 OFFICE SUPPLIES								
	7232	AMAZON CAPITAL SERVICES	(A1RLAMYK9EVCB7) HWY / HWY / RITE RAIN WEATHERPROOF NOTEBOOK	1L3G-T6LJ-XTRJ	06/25/2026	127.67		726
Total 002-43141-605 OFFICE SUPPLIES:						127.67		
002-43141-611 AUTOMOTIVE FUEL/OIL								
	1362	STEPHENSON SERVICE CO	4064461; (INV 100011277) HANOVER 10% ETHANOL 06/11/26	100011277	06/11/2026	2,806.93		726
	1362	STEPHENSON SERVICE CO	4064461; (INV 100011281) HANOVER CLEAR 5% 06/11/26	100011281	06/11/2026	950.70		726
	1362	STEPHENSON SERVICE CO	4064461; (INV 100011282)SCALES MOUND 5% CLEAR 06/11/26	100011282	06/11/2026	681.89		726
	1362	STEPHENSON SERVICE CO	4064461; (INV 100011283) HANOVER DIESELEX GOLD DYED 06/11/26	100011283	06/11/2026	884.11		726
	1362	STEPHENSON SERVICE CO	4064461; (INV 100011428) HANOVER 10% ETHANOL 06/30/26	100011428	06/30/2026	2,244.23		826
	1362	STEPHENSON SERVICE CO	4064461; (INV 100011430) HANOVER CLEAR 5% 063026	100011430	06/30/2026	2,539.77		826
	1362	STEPHENSON SERVICE CO	4064461; (INV 150055105) LP TANK LEASE 06/17/26	150055105	06/17/2026	95.00		726
Total 002-43141-611 AUTOMOTIVE FUEL/OIL:						10,202.63		
002-43141-701 MAINTENANCE SERVICE								
	1279	ACCESS SYSTEMS/MIDWEST B	MBP-JOD85; HWY / INV2014000 / COPIER 07/01/26	INV2014000	07/01/2026	812.16		826
	1848	DUBUQUE FIRE EQUIPMENT	(JDC CH) EXTINGUISHERS ETC 05/29/26	213340	05/29/2026	1,859.50		726
Total 002-43141-701 MAINTENANCE SERVICE:						2,671.66		
002-43141-704 TELEPHONE								
	5557	BOURQUIN, CORY	CELL REIMB 05/02/26-06/01/26	CELL 05/02/26-06/	06/25/2026	40.00		726
	5557	BOURQUIN, CORY	CELL REIMB 06/02/26-07/01/26	CELL 06/02/26-07/	06/02/2026	40.00		726
	5557	BOURQUIN, CORY	CELL REIMB 07/01/26-08/01/26	CELL 07/01/26-08/	07/02/2026	40.00		826
	6401	THOMPSON, MATTHEW	CELL REIMB 06/06/26-07/05/26	CELL 06/06/26-07/	06/06/2026	10.00		726
	6666	STRATUS NETWORKS	1745.01.10.2018-15; HWY TELEPHONE 07/01/26	257023 HWY	07/01/2026	2.01		826
	6757	SIGAFUS, BRYAN	CELL REIMB 06/06/26-07/05/26	CELL 06/06/26-07/	06/06/2026	40.00		726
	7102	AT&T MOBILITY	(287320345394) FIRSTNET HOTSPOT & PLAN FOR COMBINED IT SERVICES (	287320345394X07	06/29/2026	34.51		826
	7186	KROHMER, JOHN	CELL REIMB 03/18/26-04/17/26 INV	CELL 03/18/26-04/	04/17/2026	40.00		826
	7186	KROHMER, JOHN	CELL REIMB 04/18/26-05/17/26	CELL 04/18/26-05/	05/17/2026	40.00		726
	7186	KROHMER, JOHN	CELL REIMB 05/18/26-06/17/26	CELL 05/18/26-06/	06/17/2026	40.00		726
	7213	BORK, REUBEN	CELL PHONE REIMB 05/04/26-06/03/26	CELL 05/04/26-06/	06/03/2026	35.00		726
	7213	BORK, REUBEN	CELL PHONE REIMB 06/04/26-07/03/26	CELL 06/04/26-07/	07/03/2026	35.00		726
Total 002-43141-704 TELEPHONE:						396.52		
002-43141-705 PUBLISHING								
	1198	GALENA GAZETTE	ACCT #66464 / HWY / PUBLIC NOTICE ACCEPTING PROPOSALS GUILFORD	062666464	06/30/2026	37.55		826

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
	1198	GALENA GAZETTE	ACCT #66464 / HWY / PUBLIC NOTICE ACCEPTING PROPOSALS HWY DEPT	062666464	06/30/2026	35.63		826
Total 002-43141-705 PUBLISHING:						73.18		
002-43141-711 UTILITIES								
	1162	CULLIGAN	ACCT# 081554; HWY / BOTTLED WATER DELIVER 06/30/26	07/01/26-07/31/26	06/30/2026	60.00		826
	1234	COM-ED	1992661222; PL. VALLEY 05/01/26-06/02/26	05/01/26-06/02/26	06/05/2026	45.66		726
	1234	COM-ED	1992661222; SCALES MOUND 05/01/26-06/02/26	05/01/26-06/02/26	06/04/2026	88.79		726
	1234	COM-ED	1992661222; SCALES MOUND 06/02/26-07/01/26	06/02/26-07/01/26	07/06/2026	91.07		826
	1234	COM-ED	1992661222; PL. VALLEY 06/04/26-07/06/26	06/04/26-07/06/26	07/07/2026	47.37		826
	1241	JCE CO-OP	(219767) HWY / INV 05/08/26-06/09/26 GALENA	05/08/26-06/09/26	06/24/2026	153.34		826
	1241	JCE CO-OP	(219758) HWY / MASSBACH INV 05/12/26-06/12/26	05/12/26-06/12/26	06/24/2026	51.36		826
	1299	NICOR GAS	23-45-33-8569-4; EMA BLDG #4 UTLITIES 05/14/26-06/14/26	05/14/26-06/14/26	06/17/2026	190.92		726
	1299	NICOR GAS	86-96-69-1912-7; HANOVER OFFICE/SHOP UTLILITIES 05/14/26-06/14/26	05/14/26-06/14/26	06/17/2026	222.38		726
	1299	NICOR GAS	08-09-29-5473 7; 660 S WEST ST GALENA UTILITIES 05/15/26-06/15/26	05/15/26-06/15/26	06/17/2026	68.49		726
	1387	VILLAGE OF SCALES MOUND	95 WATER SCALES MOUND 05/15/26	27201	05/15/2026	19.00		726
	1387	VILLAGE OF SCALES MOUND	95 WATER SCALES MOUND 06/15/26	27386	06/15/2026	19.00		726
	1478	GALENA, CITY OF	1.01633.00: WATER, 660 S WEST ST 05/19/26-06/25/26	05/19/26-06/25/26	06/26/2026	24.26		826
	2583	PEARL CITY ELEVATOR	361371: HWY/ LEAK CHECK PPA 06/12/26	1472586	06/12/2026	25.00		726
	5252	VILLAGE OF HANOVER	678000; ELEC FOR 4TH BLDG 05/27/26-06/29/26	05/27/26-06/29/26	07/08/2026	81.53		826
	5252	VILLAGE OF HANOVER	679001: ELECTRICTY, HWY OFFICE/SHOP 05/27/26-06/29/26	05/27/26-06/29/26	07/08/2026	1,556.55		826
	6570	LECTRONICS, INC	3004: MONTHLY ALARM SERVICE 07/01/26	95556	07/01/2026	30.00		826
Total 002-43141-711 UTILITIES:						2,774.72		
002-43141-712 GARBAGE DISPOSAL								
	7189	MONTGOMERY TRUCKING	3109-528106: REFUSE PICKUP 06/01/26-06/30/26	24758583T109	07/01/2026	167.34		826
Total 002-43141-712 GARBAGE DISPOSAL:						167.34		
002-43141-724 RENTALS								
	2583	PEARL CITY ELEVATOR	361371: HWY/ TANK LEASE / YEARLY RENTAL 06/30/26	1475423	06/30/2026	95.00		826
	5278	PITNEY BOWES	0012139753; METER LEASE 04/30/26-07/29/26	3107964681	06/29/2026	176.52		826
Total 002-43141-724 RENTALS:						271.52		
003-44151-503 DUES								
	6724	IPHA	IPHA FY26 AFFILIATE DUES	J36KGJ9Y0001	06/29/2026	500.00		726
	7554	UMB	7970 PH NACCHO ANNUAL DUES	062726PHUMB	06/27/2026	295.00		726

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Total 003-44151-503 DUES:						795.00		
003-44151-602 JANITORIAL SUPPLIES								
	1320	QUILL CORP	866695 PH TOILET PAPER	49142513	06/03/2026	21.99		726
	1320	QUILL CORP	866695 PH 1PLY TP	49306241	06/17/2026	58.99		726
Total 003-44151-602 JANITORIAL SUPPLIES:						80.98		
003-44151-603 OPERATING SUPPLIES								
	7554	UMB	7970 AED SUPERSTORE AED REPLACEMENT PADS	062726PHUMB	06/27/2026	125.00		726
Total 003-44151-603 OPERATING SUPPLIES:						125.00		
003-44151-604 COMPUTER SUPPLIES								
	7554	UMB	0754 HEALTH DEPT NEW LAPTOP DOCKING STATION	062726PH	06/27/2026	156.24		726
Total 003-44151-604 COMPUTER SUPPLIES:						156.24		
003-44151-605 OFFICE SUPPLIES								
	1320	QUILL CORP	866695 PH BUSINESS CARDS	49142513	06/03/2026	25.29		726
	1320	QUILL CORP	866695 PH RULED LEGAL PADS	49306241	06/17/2026	27.99		726
Total 003-44151-605 OFFICE SUPPLIES:						53.28		
003-44151-611 AUTOMOTIVE FUEL/OIL								
	6680	WEX BANK	0460002638450 PH JUNE 2026 FUEL	113559153	06/30/2026	225.11		826
Total 003-44151-611 AUTOMOTIVE FUEL/OIL:						225.11		
003-44151-701 MAINTENANCE SERVICE								
	1279	ACCESS SYSTEMS/MIDWEST B	MBPJOD30 PH COPIER MAINT 6/28/26 TO 7/27/26	INV2008235	06/19/2026	227.07		826
	1331	RUNDE CHEVROLET	EH- JDC HEALTH DEPT 2023 CHEV COLORADO 4WD RADIATOR REPAIR	645775	07/10/2026	637.08		826
	1848	DUBUQUE FIRE EQUIPMENT	ANNUAL SERVICE & CERTIFY ALL FIRE EXTINGUISHERS 2026 MAY	212938	05/29/2026	512.35		726
	1848	DUBUQUE FIRE EQUIPMENT	JDC PH EXIT SIGN REPAIR/REPLACEMENT	214461	06/18/2026	89.80		726
	5324	TRI-STATE SHRED	PH ON-SITE SHREDDING BY THE TOTE JUNE 2026	65479	06/04/2026	57.70		726
	7554	UMB	5686 CAR WASH JEEP	062726JT	06/27/2026	11.00		726
Total 003-44151-701 MAINTENANCE SERVICE:						1,535.00		

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003-44151-702 PROFESSIONAL SERVICE								
	6314	MOTOROLA SOLUTIONS-STAR	6305147828 USER FEES FOR (1) ITTF RADIO	9556520250701	07/01/2026	120.00		826
	6612	QUEST DIAGNOSTICS	CLIENT# 10103568 JUNE 2026 LAB SERVICES	9221630386	06/25/2026	117.43		726
Total 003-44151-702 PROFESSIONAL SERVICE:						237.43		
003-44151-704 TELEPHONE								
	5101	SCHLEICHER, SANDRA	SCHLEICHER CELL PHONE REIMBURSEMENT JUNE 26	070126PH	07/01/2026	40.00		726
	6666	STRATUS NETWORKS	8801 STRATUS IFIBER SERVICE JULY 2026 PUBLIC HEALTH	258036	07/01/2026	41.68		826
	6837	STANGL, LORI	STANGL CELL PHONE REIMBURSEMENT PH JUNE 26	062526PH	06/25/2026	40.00		726
	7102	AT&T MOBILITY	(287320345394) FIRSTNET SMARTPHONE JUNE 2026 PH	287320345394X07	06/25/2026	41.82		726
Total 003-44151-704 TELEPHONE:						163.50		
003-44151-711 UTILITIES								
	1162	CULLIGAN	ACCT# 081562; 06/08/26 BOTTLED WATER DELIVERY, DEPOSIT FEES	10279	06/08/2026	59.50		726
	1162	CULLIGAN	ACCT# 081562; 06/16/26 BOTTLED WATER DELIVERY, DEPOSIT FEES	10302	06/17/2026	19.50		726
	1162	CULLIGAN	ACCT# 081562; JULY 26 RENTAL BW CONTRACT	10325	06/30/2026	20.00		826
	1241	JCE CO-OP	219764 PH ELECTRIC 5/8/26-6/9/26	062426PH	06/24/2026	479.20		726
	1299	NICOR GAS	16-92-74-8077 8 PH GAS 5/15/26-6/16/26	061726PH	06/17/2026	76.08		726
Total 003-44151-711 UTILITIES:						654.28		
003-44151-712 GARBAGE DISPOSAL								
	7190	MONTGOMERY TRUCKING	3109-527484 PH WASTE REMOVAL JULY 2026	24759100T109	07/01/2026	138.85		826
Total 003-44151-712 GARBAGE DISPOSAL:						138.85		
006-43142-601 MAINTENANCE SUPPLIES								
	2455	HELM MATERIALS	1282; HWY (INV 152488) CA10 ROAD STONE 06/08/26	152488	06/08/2026	134.66		726
	2455	HELM MATERIALS	1282; HWY (INV 152001) COLD PATCH 06/11/26	152526	06/11/2026	1,756.70		726
	2455	HELM MATERIALS	1282; HWY (INV 152920) CA10 ROAD STONE 06/30/26	152920	06/30/2026	132.99		826
	2455	HELM MATERIALS	1282; HWY (INV 152920) CM16 3/8 CHIPS 06/30/26	152920	06/30/2026	5,662.19		826
	2455	HELM MATERIALS	1282; HWY (INV 152920) COLD PATCH 06/30/26	152920	06/30/2026	1,726.20		826
	2455	HELM MATERIALS	1282; HWY (INV 152921) COLD PATCH 07/06/26	152921	07/06/2026	3,251.85		826
	2455	HELM MATERIALS	1282; HWY (INV 152922) CA10 ROAD STONE 06/25/26	152922	06/25/2026	262.43		826
	2455	HELM MATERIALS	1282; HWY (INV 152922) COLD PATCH 06/25/26	152922	06/25/2026	3,306.45		826
	2455	HELM MATERIALS	1282; HWY (INV 152937) CM16 3/8 CHIPS 07/09/26	152937	07/09/2026	6,180.89		826
	3086	METAL CULVERTS, INC	70033, HWY / INV SO55245 / 3-CULVERTS & 3-BANDS 06/15/26	SO55245	06/15/2026	1,449.00		726
	5525	STAGECOACH TRAILS LLC	(INV 5606) CA10/CA6 06/02/26	5606	06/02/2026	126.68		726

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	6038	SAVANNA QUARRY	9186; INV 7885; CA16 3/8" CHIPS TO HANOVER LOCATION 06/30/26	7885	06/30/2026	13,843.78		826
	6038	SAVANNA QUARRY	9186; INV 7885; CREDIT FROM 08/20/25 CA16 3/8" CHIPS 06/30/26	7885	06/30/2026	11,005.27-		826
	6750	COMPASS MINERALS AMERICA	703626; SALT / TICKET #9029778, #9029779, #9029780 06/12/26	1676488	06/12/2026	6,762.55		726
	6750	COMPASS MINERALS AMERICA	703626; SALT / TICKET #9029781, #9029782, #9029783 06/15/26	1677048	06/15/2026	6,775.12		726
	6750	COMPASS MINERALS AMERICA	703626; SALT / TICKET #9029785, 9029786, 9029787 06/16/26	1677641	06/16/2026	6,804.76		726
	6750	COMPASS MINERALS AMERICA	703626; SALT / TICKET #9029788, #9029789, #9029790 06/18/26	1678593	06/18/2026	6,780.51		726
	6750	COMPASS MINERALS AMERICA	703626; SALT / TICKET #9029791, #9029792, #9029793 06/22/26	1679474	06/22/2026	6,843.39		726
	6750	COMPASS MINERALS AMERICA	703626; SALT / TICKET #9029794, #9029795, #9029796 06/23/26	1679997	06/23/2026	6,836.20		726
	6750	COMPASS MINERALS AMERICA	703626; SALT / TICKET #9029800, #9029802 06/24/26	1680418	06/24/2026	4,541.30		726
	7106	PMARK QUARRY INC	HWY / INV 1104 / CA10 ROAD STONE 06/08/26	1104	06/08/2026	3,821.68		726
Total 006-43142-601 MAINTENANCE SUPPLIES:						75,994.06		
007-41128-501 EDUCATION & TRAINING								
	7554	UMB	(9757) ETSB TRAINING	JUN26 GONZALE	06/27/2026	1,370.00		726
Total 007-41128-501 EDUCATION & TRAINING:						1,370.00		
007-41128-502 TRAVEL EXPENSES								
	7554	UMB	(9757) ETSB TRAVEL	JUN26 GONZALE	06/27/2026	1,141.99		726
Total 007-41128-502 TRAVEL EXPENSES:						1,141.99		
007-41128-603 OPERATING SUPPLIES								
	7554	UMB	(0754) ETSB TONER JUN26	KRATCHA ETSB P	06/27/2026	121.88		726
Total 007-41128-603 OPERATING SUPPLIES:						121.88		
007-41128-701 MAINTENANCE SERVICE								
	7389	RAPIDSOS, INC.	(7985637254) RAPID SOS PREMIUM READY 3	INV19613	05/18/2026	2,400.00		726
	7547	GOVWORX	(JDCSO) COMMSCOACH SIMULATIONS	INV-1618	07/12/2026	7,030.80		726
	7623	DICK BUSS & ASSOCIATES LLC	JUN26 CONSOLE CLEANING & MAINT	1013	06/10/2026	1,350.00		726
Total 007-41128-701 MAINTENANCE SERVICE:						10,780.80		
007-41128-702 PROFESSIONAL SERVICE								
	6314	MOTOROLA SOLUTIONS-STAR	(1036648808-0001) JUL26 MOTOROLA STARCOM AXS CONSOLE (BACKHAU	10466920260601	07/01/2026	1,650.00		826
Total 007-41128-702 PROFESSIONAL SERVICE:						1,650.00		

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007-41128-704 TELEPHONE								
	6666	STRATUS NETWORKS	(INVC 257023) ETSB PORTION	257023 ETSB	07/01/2026	14.36		826
	7226	AT&T MOBILITY	(287341546173) ETSB CELL	287341546713X07	06/25/2026	44.89		726
Total 007-41128-704 TELEPHONE:						59.25		
008-43143-830 HIGHWAYS								
	2023	SPAHN & ROSE LUMBER-WARR	(38J3) INV 2445340 / FIX HOLE BOX CULVERT FIEDLER RD QUIKRETE CONC	2445340	06/18/2026	56.40		726
	6630	DOC'S EXCAVATING INC	008-10-S; COUNTY CA-1: 3" CLEAN BREAKER 06/17/26	10283	06/17/2026	251.85		726
Total 008-43143-830 HIGHWAYS:						308.25		
009-41129-603 OPERATING SUPPLIES								
	1723	VETERINARY ASSOCIATES	265579	265579	06/10/2026	109.11		726
	7554	UMB	(2982) JUN26 FURLONG.SAM	JUN26 FURLONG	06/27/2026	124.26		726
	7615	UW-VETERINARY CARE	(175607) JUN26 K-9 SAM VISIT	(175607) JUN26 K	06/17/2026	1,529.16		726
Total 009-41129-603 OPERATING SUPPLIES:						1,762.53		
009-41129-702 PROFESSIONAL SERVICE								
	7554	UMB	(9757) AMY G. / SAM VET PREPAY	JUN26 GONZALE	06/27/2026	5,500.00		726
	7615	UW-VETERINARY CARE	(175607) JUN/JUL26 K-9 SAM VISIT	JUN30-JUL3.26 S	07/06/2026	1,589.16		726
Total 009-41129-702 PROFESSIONAL SERVICE:						7,089.16		
011-43145-601 MAINTENANCE SUPPLIES								
	1225	HOSKINS LUMBER CO	JODAV7; INV 2606-192466 (HWY) BLACKJACK BRIDGE / REBAR 06/02/26	2606-192466	06/02/2026	95.26		826
	1361	STEEL MART	50/50 MASSBACH TWP / BROWN RD 1/2X8 FLAT 06/04/26	703171	06/04/2026	242.68		826
	2023	SPAHN & ROSE LUMBER-WARR	(38J3) INV 2449155 / 1/2"X20' STEEL REROD REBAR 06/23/26	2449155	06/23/2026	174.20		726
	5563	A-TYPICAL CONCRETE SERVIC	50/50 (INV 2755) WOODBINE TWP / BROWN RD CONCRETE BRIDGE REPAIR	2755	07/07/2026	1,259.35		826
Total 011-43145-601 MAINTENANCE SUPPLIES:						1,771.49		
011-43145-702 PROFESSIONAL SERVICE								
	4853	WILLETT, HOFMANN & ASSOC, I	1358D26; 50/50 MASSBACH RD - SCRUB CREEK BRIDGE 06/24/26	2 MASSBACH TW	06/24/2026	7,322.19		726
	4853	WILLETT, HOFMANN & ASSOC, I	1840D24; 50/50 SCOUT CAMP (SN043-3232) SUPERSTRUCTURE REPLACEM	41509	06/25/2026	3,654.08		726
	5409	HUTCHINSON APPRAISAL & RE	APPRAISAL RPT: DEWEY AVE BRIDGE #21-00159-00-BR 06/11/26	1039	06/11/2026	1,400.00		726
	7522	COREY, MARTIN E.	50/50 DEWEY AVE BRIDGE REPLACEMENT/ SAM & AMBER ROTI OWNER 06/	260609	06/09/2026	450.00		726
	7522	COREY, MARTIN E.	50/50 DEWEY AVE BRIDGE REPLACEMENT/ THOMAS & THERESA SCANLON	260609	06/09/2026	500.00		726
	7608	CHASTAIN & ASSOCIATES LLC	PROJECT NO: 00009776.00 / CITY OF GALENA-DEWEY AVE BR REPLACE 04/	9776-02	07/08/2026	902.02		826

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Total 011-43145-702 PROFESSIONAL SERVICE:						14,228.29		
011-43145-890 OTHER IMPROVEMENTS								
	1323	VINCENT EARTHMOVING INC	HWY / INV 23115 / MINI RENTAL, 6" SCH40, 6"COUPLERS, 6" END CAP, 6" RAT	23115	06/08/2026	1,149.24		726
	3086	METAL CULVERTS, INC	70033, 50/50 DERINDA TWP / INV SO55245 / CULVERTS & BANDS 06/15/26	SO55245	06/15/2026	32,427.70		726
	5563	A-TYPICAL CONCRETE SERVIC	50/50 (INV 2713) CANYON PARK RD CONCRETE FOR CULVERT 05/17/26	2713	05/17/2026	1,269.35		726
	5563	A-TYPICAL CONCRETE SERVIC	HWY; (INV 2732) CO HWY / CONCRETE BLACKJACK RD BY HANOVER WEST	2732	06/08/2026	1,256.85		726
	5563	A-TYPICAL CONCRETE SERVIC	HWY; (INV 2740) CO HWY / CONCRETE BRIDGE BLACKJACK BY HANOVER E	2740	06/08/2026	1,214.96		726
Total 011-43145-890 OTHER IMPROVEMENTS:						37,318.10		
012-48116-910 INTERGOVERNMENTAL AGREEMENT								
	1258	ROE#8	JDC SHARE OF SOC. JUN 2026	JUNE 2026	07/06/2026	240.45		726
Total 012-48116-910 INTERGOVERNMENTAL AGREEMENT:						240.45		
013-48117-910 INTERGOVERNMENTAL AGREEMENT								
	1258	ROE#8	JDC SHARE OF IMRF - JUN 2026	JUNE 2026	07/06/2026	318.83		726
Total 013-48117-910 INTERGOVERNMENTAL AGREEMENT:						318.83		
020-44154-503 DUES								
	7554	UMB	7970 AC ILLINOIS DEPARTMENT OF AG RENEWAL	062726PHUMB	06/27/2026	102.25		726
Total 020-44154-503 DUES:						102.25		
020-44154-605 OFFICE SUPPLIES								
	1320	QUILL CORP	866695 AC YELLOW LEGAL PADS	49411889	06/26/2026	44.79		726
Total 020-44154-605 OFFICE SUPPLIES:						44.79		
020-44154-611 AUTOMOTIVE FUEL								
	1362	STEPHENSON SERVICE CO	1743301 ANIMAL CONTROL FUEL JUNE 2026	063026AC	06/30/2026	125.52		726
Total 020-44154-611 AUTOMOTIVE FUEL:						125.52		
020-44154-702 PROFESSIONAL SERVICE								
	7265	RESCUECONNECTION SOFTW	QUARTERLY LEASE SHELTERBOSS 7/15/26-10/14/26	5309	07/15/2026	447.00		826

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Total 020-44154-702 PROFESSIONAL SERVICE:						447.00		
020-44154-703 POSTAGE								
	2532	POSTMASTER	AC 5 ROLL FOREVER STAMPS	070126AC	07/01/2026	410.00		826
Total 020-44154-703 POSTAGE:						410.00		
020-44154-704 TELEPHONE								
	7035	STEWART, GWEN	STEWART CELL PHONE REIMBURSEMENT JUNE 26	062326AC	06/23/2026	39.99		726
Total 020-44154-704 TELEPHONE:						39.99		
020-44154-719 OTHER SERVICE CHARGES								
	1406	DUBUQUE HUMANE SOCIETY	ANIMAL CONTROL MAY 2026	2855	05/31/2026	80.00		726
Total 020-44154-719 OTHER SERVICE CHARGES:						80.00		
021-43146-601 MAINTENANCE SUPPLIES								
	4597	FLINT HILLS RESOURCES LP	73066; HFRS-2 / GUILFORD TWP MFT / TICKET NO 150054775 / 06/22/26	36505848-0	06/22/2026	14,318.59		726
	4597	FLINT HILLS RESOURCES LP	73066; COUNTY MFT TICKET 150054838 06/24/26	36516280-0	06/24/2026	14,836.91		726
	4597	FLINT HILLS RESOURCES LP	73066; GUILFORD TWP MFT TICKET 36522128-0 06/29/26	36522128-0	06/25/2026	6,178.61		726
	5773	SICALCO LTD	J500, CALCIUM CHLORIDE FOR NORA TWP ROADS 06/17/26	78007	06/17/2026	8,719.96		726
	5773	SICALCO LTD	J500, CALCIUM CHLORIDE RUSH TWP 06/17/26	78008	06/17/2026	8,401.81		726
	5773	SICALCO LTD	J500, CALCIUM CHLORIDE FOR STOCKTON TWP 06/26/26	78024 STOCKTO	06/26/2026	8,778.40		726
	5773	SICALCO LTD	J500, CALCIUM CHLORIDE FOR STOCKTON TWP 07/02/26	78044	07/02/2026	8,713.47		826
Total 021-43146-601 MAINTENANCE SUPPLIES:						69,947.75		
027-45161-990 INTERFUND TRANSFER								
	1249	JDC FUND 001 GENERAL COUN	GGMI 8% MAY 26 PAYABLE JULY 26	8% MAY 26	07/10/2026	7,955.31		726
Total 027-45161-990 INTERFUND TRANSFER:						7,955.31		
028-47181-702 PROFESSIONAL SERVICE								
	3553	FIDLAR TECHNOLOGIES, INC	1708504-LAREDO USAGE- MAY 2026	0243604-IN	06/26/2026	1,775.88		726
	3553	FIDLAR TECHNOLOGIES, INC	AVID BASTION JULY 2026 - SEPT 2026	0965381-IN	06/26/2026	3,100.00		726
	3553	FIDLAR TECHNOLOGIES, INC	1708504; AVID LIFE CYCLE JULY 2026	0803164-IN	06/23/2026	1,510.00		726
	3553	FIDLAR TECHNOLOGIES, INC	1708504; APEX LIFE CYCLE JULY 2026	0803184-IN	06/23/2026	325.00		726

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Total 028-47181-702 PROFESSIONAL SERVICE:						6,710.88		
029-47183-810 EQUIPMENT PURCHASE								
	6505	JUDICIAL SYSTEMS INC	ANNUAL SUPPORT FOR JURY PACKAGE AND IMAGING	1432-JO DAVIESS	03/16/2026	4,949.64		726
	7193	SCUTUM	PARTIAL PAYMENT FOR JUROR MONITORS	07/7/2026 1	07/01/2026	7,310.70		726
Total 029-47183-810 EQUIPMENT PURCHASE:						12,260.34		
031-47197-502 TRAVEL EXPENSES								
	3928	PHILLIPS, KATHY	06/05/26 MILEAGE TO ZONE MEETING IN KEWANEE	06/10/26 1	06/05/2026	148.32		726
	7554	UMB	6/2/2026--8816-WAND, JEAN - LUNCH WITH THE 15TH JUDICIAL CIRCUIT CLE	8816-WAND, JEA	06/02/2026	32.49		726
Total 031-47197-502 TRAVEL EXPENSES:						180.81		
033-47187-603 OPERATING SUPPLIES								
	4130	REDWOOD TOXICOLOGY LABO	016494 LAB SERVICES FOR MAY	01649420265	05/31/2026	68.36		726
	7276	REDWOOD TOXICOLOGY	016494 TESTING SUPPLIES	878594	06/26/2026	714.96		726
Total 033-47187-603 OPERATING SUPPLIES:						783.32		
033-47187-704 TELEPHONE								
	2569	US CELLULAR	925506852 CELLULAR CHARGES FOR JUNE	0813596974	06/06/2026	122.40		726
	3147	GILLIP, SHARON	CELL PHONE ON-CALL REIMBURSEMENT SMG	SMG CELL 06-26	07/01/2026	20.00		726
	6396	BAUER, JUSTIN	CELL PHONE ON-CALL REIMBURSEMENT JJB	JJB CELL 06-26	07/01/2026	20.00		726
	6976	WILD, CARTER J	CELL PHONE ON-CALL REIMBURSEMENT (CJW)	CJW CELL 06-26	07/01/2026	20.00		726
	7116	ZIEGLER, ANGELA	CELL PHONE ON-CALL REIMBURSEMENT (AMZ)	AMZ CELL 06-26	07/01/2026	20.00		726
	7267	RED OXYGEN	5257809227 MESSAGING CHARGES FOR JUNE	CI00218716-3150	06/16/2026	32.83		726
Total 033-47187-704 TELEPHONE:						235.23		
058-47189-701 MAINTENANCE SERVICE								
	1279	ACCESS SYSTEMS/MIDWEST B	(MBP-JOD06) JUNE THRU SEPT 2026 SHARP MFP SERVICES	INV2001628-GIS	07/01/2026	65.25		726
Total 058-47189-701 MAINTENANCE SERVICE:						65.25		
059-46174-830 HIGHWAYS								
	5837	LAFAYETTE CO HWY DEPT	4230-COLD MIX 06/03/26	STMT 05/31/26	05/31/2026	2,912.90		726

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Total 059-46174-830 HIGHWAYS:						2,912.90		
064-46180-810 EQUIPMENT PURCHASE								
	5703	AERIAL SERVICES INC	2ND PAYMENT OF 2026 ORTHOPHOTOGRAPHY PROJECT (MINUS 15% RETA	15442	07/01/2026	9,378.60		726
Total 064-46180-810 EQUIPMENT PURCHASE:						9,378.60		
066-46181-702 PROFESSIONAL SERVICE								
	6314	MOTOROLA SOLUTIONS-STAR	(1036648808-0001) JUL26 PORTABLE/MOBILE RADIO USER FEES	10466820260601	07/01/2026	2,501.00		726
Total 066-46181-702 PROFESSIONAL SERVICE:						2,501.00		
071-44163-411 HEALTH INSURANCE								
	7626	HAHN, LISA E	2026 PRORATED HSA PAYMENT - SINGLE	2026 HSA PAY PR	07/01/2026	833.33		726
Total 071-44163-411 HEALTH INSURANCE:						833.33		
071-44163-502 TRAVEL EXPENSE								
	7554	UMB	7804 HOLLAND- IPTA/APTA ROOMS	240113461601000	06/27/2026	727.66		726
Total 071-44163-502 TRAVEL EXPENSE:						727.66		
071-44163-601 MAINTENANCE SUPPLIES								
	1295	GALENA AUTO PARTS	ACCT # 6066 AUTO PARTS	410734	06/30/2026	1,895.93		726
	1389	GASSER TRUE VALUE	ACCT # 103509 MAINTENANCE SUPPLIES	6/30/2026	06/30/2026	4.99		726
	1521	IWI MOTOR PARTS	ACCT # 01000 431435 MOTOR PARTS	6/30/2026	06/30/2026	637.10		726
Total 071-44163-601 MAINTENANCE SUPPLIES:						2,538.02		
071-44163-603 OPERATING SUPPLIES								
	1162	CULLIGAN	ACCT 596654- WATER	6/30/2026	06/30/2026	69.00		726
	7554	UMB	0525 HERMSEN	247933861480002	06/27/2026	36.97		726
Total 071-44163-603 OPERATING SUPPLIES:						105.97		
071-44163-605 OFFICE SUPPLIES								
	7617	PRO OFFICE PERFORMANCE	ACCT I88088 OFFICE SUPPLIES	6/26/2026	06/26/2026	609.33		726

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
Total 071-44163-605 OFFICE SUPPLIES:						609.33		
071-44163-610 INTERNET EMAIL ETC								
	1241	JCE CO-OP	ACCT 219766 TRANSIT FIBER	7/1-7/31/2026	07/01/2026	22.66		726
Total 071-44163-610 INTERNET EMAIL ETC:						22.66		
071-44163-611 AUTOMOBILE FUEL/OIL								
	5165	SAUNDERS OIL COMPANY INC	ACCT # 1256 FUEL	6/30/2026	06/30/2026	15,513.61		726
	6105	HOVDEN OIL	ACCT # 0010205 P66 SHIELD VALOR	0059847-IN	06/04/2026	1,850.14		726
	7022	PANFIL, CRYSTAL	BUS 67 FUEL REIMBURSEMENT	CP.FUEL.6.2026	06/26/2026	50.00		726
	7272	WEISKIRCHER, GARY	FUEL REIMBURSEMENT	GW.FUEL.6.2026	07/01/2026	30.00		726
Total 071-44163-611 AUTOMOBILE FUEL/OIL:						17,443.75		
071-44163-701 MAINTENANCE SERVICE								
	7014	EXACT PEST SOLUTIONS LLC	ACCT # 71062 PEST CONTROL	71062	06/17/2026	82.00		726
	7554	UMB	7804 HOLLAND- VEHCILE TOW	240113461601000	06/27/2026	1,668.60		726
	7629	COPY SYSTEMS INC	ACCT # 7778088 CONTRACT BASE CHARGE 5/26-6/25	IN606445	06/26/2026	107.74		726
Total 071-44163-701 MAINTENANCE SERVICE:						1,858.34		
071-44163-702 PROFESSIONAL SERVICE								
	6850	LAUTERBACH & AMEN, LLP	FY2025 TRANSIT AUDIT	119488-TRANSIT	07/01/2026	2,000.00		726
	6921	THE STEWART LAW FIRM P.C.	STEWART LAW FIRM; ARBITRATION JUNE 2026	1284	07/01/2026	5,499.83		726
	7047	FOXSTER OPCO LLC- CID 253	ACCT # C02492 CTS PROGRAM	CINV-221780	07/01/2026	1,303.90		726
	7554	UMB	0525 HERMSEN	247933861480002	06/27/2026	12.07		726
	7627	FIRE RECOVERY USA	6/5/2026 VEHICLE RECOVERY	2206362	07/01/2026	500.00		726
	7629	COPY SYSTEMS INC	ACCT# 7778088 COPY MACHINE PURCHASE	IN606412 A	07/01/2026	6,583.00		726
Total 071-44163-702 PROFESSIONAL SERVICE:						15,898.80		
071-44163-703 POSTAGE								
	1249	JDC FUND 001 GENERAL COUN	ACCT# TRANSIT POSTAGE CFY26 QTR 2	CFY26 QTR 2	06/01/2026	32.08		726
Total 071-44163-703 POSTAGE:						32.08		
071-44163-704 TELEPHONE								
	6930	HERMSEN, NICOLE	CELL PHONE REIMBURSEMENT 6.2026	NH.6.2026	06/26/2026	40.00		726

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
	7107	STRATUS NETWORKS-TRANSIT	ACCT 7896	257328	07/01/2026	196.45		726
	7146	PEYTON, LINDSEY	CELL PHONE REIMBURSEMENT 6.2026	LP.6.2026	07/01/2026	47.99		726
	7224	AT&T MOBILITY	ACCT # 287317744167 MOBILITY	287317744167X07	06/25/2026	832.46		726
	7229	MOSER, NEIL	CELL PHONE REIMBURSEMENT 6.2026	NM.6.2026	06/26/2026	42.99		726
	7236	PEYTON, BRIAN	CELL PHONE REIMBURSEMENT 6.2026	BP.6.2026	07/01/2026	50.80		726
	7385	CHASTAIN, LARRY	CELL PHONE REIMBURSEMENT 6.2026	LC.6.2026	07/01/2026	45.00		726
	7386	STEGER, WILLIAM	CELL PHONE REIMBURSEMENT 6.2026	WS.6.2026	06/26/2026	39.99		726
	7433	NELSON, TOM	CELL PHONE REIMBURSEMENT 6.2026	TN.6.2026	06/30/2026	42.34		726
	7445	GREINER, KEVIN	CELL PHONE REIMBURSEMENT 6.2026	KG.6.2026	07/01/2026	45.00		726
Total 071-44163-704 TELEPHONE:						1,383.02		
071-44163-705 PUBLISHING								
	1198	GALENA GAZETTE	ACCT # 64321 WEEKLY ADS	062664321	07/01/2026	322.40		726
Total 071-44163-705 PUBLISHING:						322.40		
071-44163-706 PRINTING								
	4311	SCOTT PRINTING & DESIGN	ACCT # 14409 PRINTING WEEKEND PADS	23556	07/01/2026	337.00		726
Total 071-44163-706 PRINTING:						337.00		
071-44163-711 UTILITIES								
	1241	JCE CO-OP	ACCT#219759 ELECTRIC	06/15/2026	06/15/2026	510.15		726
	1478	GALENA, CITY OF	ACCT # 101909 WATER & SEWER	6/25/2026	06/25/2026	373.07		726
Total 071-44163-711 UTILITIES:						883.22		
071-44163-712 GARBAGE DISPOSAL								
	7191	MONTGOMERY TRUCKING	ACCT # 3109-535588 GARBAGE	24758796T109	06/30/2026	97.79		726
Total 071-44163-712 GARBAGE DISPOSAL:						97.79		
078-42133-604 COMPUTER SUPPLIES								
	4563	RELX INC DBA LEXIS NEXIS	LAW LIBRARY ONLINE SERVICES	JUNE 2026 LAW L	07/01/2026	745.00		726
Total 078-42133-604 COMPUTER SUPPLIES:						745.00		
080-44165-702 PROFESSIONAL SERVICE								
	7551	GALENA SQUARE VETERINARY	JDC AC SPAY AND NEUTER VOUCHER 26-0009 VICTOR HERNANDEZ DOG C	001	06/17/2026	100.00		726

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
Total 080-44165-702 PROFESSIONAL SERVICE:						100.00		
090-42139-905 MISC EXP								
	7610	DOUGLASS, MARY ELLEN	COURT ORDERED TRANSCRIPT 2026CF25	1557(2)	06/30/2026	436.79		826
Total 090-42139-905 MISC EXP:						436.79		
Total 0:						480,092.91		

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
CONTINGENCY								
016-49197-905 MISCELLANEOUS EXPENSE								
	7275	INTEGRA REALTY RESOURCES	PRAIRIE RIDGE 13-000-058-10 APPRAISAL RIMS PROJECT 26-001587-01-01	205-2026-0105	06/16/2026	5,000.00		726
Total 016-49197-905 MISCELLANEOUS EXPENSE:						5,000.00		
Total CONTINGENCY:						5,000.00		

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
GGMI MAY 2026								
027-45161-918 GGMI HOTEL/MOTEL TAX CONTRACT								
	6526	GREATER GALENA MARKETING	GGMI MAY 26 PAYABLE JULY 26	GGMI MAY 26	07/10/2026	91,486.12		726
Total 027-45161-918 GGMI HOTEL/MOTEL TAX CONTRACT:						91,486.12		
Total GGMI MAY 2026:						91,486.12		

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
IFT								
002-43141-990 INTERFUND TRANSFER								
	6391	JDC FUND 059 HWY CAP INVES	059-39921; IFT CAP EQUIP/PROJ RESERVE 07/01/26	2026 JULY INTER	06/24/2026	225,000.00		726
Total 002-43141-990 INTERFUND TRANSFER:						225,000.00		
003-44151-990 INTERFUND TRANSFER								
	1249	JDC FUND 001 GENERAL COUN	PH MONTHLY PAYROLL/AP CLAIM SERVICE FEE JULY 2026	070126PH	07/01/2026	998.58		826
	1249	JDC FUND 001 GENERAL COUN	PH IFT IT SUPPORT SECOND HALF FY2026 001-39966	070126PHIT	07/01/2026	7,579.00		826
	3266	JDC FUND 017 INSURANCE	PH - TRANSFER TO 017-39940 FOR 2026 W/C/ LIABILITY INSURANCE PREMI	070126PH	07/01/2026	6,837.28		826
	4075	JDC FUND 058 GIS DEPT	PH GIS SUPPORT SECOND HALF FY2026 058-39920	070126PH	07/01/2026	1,250.00		826
Total 003-44151-990 INTERFUND TRANSFER:						16,664.86		
006-43142-990 INTERFUND TRANSFER								
	1247	JDC FUND 002 HIGHWAY	002-39917; FUND PT STAFF ENGINEER 07/01/2026	2026 JULY INTER	06/24/2026	12,500.00		726
Total 006-43142-990 INTERFUND TRANSFER:						12,500.00		
007-41128-990 INTERFUND TRANSFER								
	4075	JDC FUND 058 GIS DEPT	(058-39977) GIS IFT JUL26	JUL26.GIS.ETSB	06/10/2026	1,166.67		826
Total 007-41128-990 INTERFUND TRANSFER:						1,166.67		
020-44154-990 INTERFUND TRANSFER								
	1249	JDC FUND 001 GENERAL COUN	AC IFT IT SUPPORT 2ND HALF FY2026 001-39966	070126AC	07/01/2026	1,213.50		826
Total 020-44154-990 INTERFUND TRANSFER:						1,213.50		
065-47199-990 INTERFUND TRANSFER								
	1249	JDC FUND 001 GENERAL COUN	IFT FROM SALE IN ERROR FOR 2026	LIT2026	06/25/2026	32,000.00		726
Total 065-47199-990 INTERFUND TRANSFER:						32,000.00		
071-44163-990 INTERFUND TRANSFER								
	1249	JDC FUND 001 GENERAL COUN	ACCT# IT SUPPORT CFY26 QTR 2	CFY26 2nd QTR	07/01/2026	2,830.00		726
Total 071-44163-990 INTERFUND TRANSFER:						2,830.00		

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
Total IFT:						291,375.03		

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
IMRF ACCELERATED PAY								
013-48117-431 RETIREMENT CONTRIBUTION								
	4730	JDC PAYROLL CLEARING	IMRF ACCELERATED PAYMENT - C.KETELSEN - SLP-ACCP-ER	5052330-L9S7	04/02/2026	33,744.34		726
Total 013-48117-431 RETIREMENT CONTRIBUTION:						33,744.34		
016-49197-905 MISCELLANEOUS EXPENSE								
	4730	JDC PAYROLL CLEARING	IMRF ACCELERATED PAYMENT - C.KETELSEN - SLP-ACCP-ER	5052330-L9S7	04/02/2026	52,492.16		726
Total 016-49197-905 MISCELLANEOUS EXPENSE:						52,492.16		
Total IMRF ACCELERATED PAY:						86,236.50		

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
LIT								
001-40101-711 UTILITIES								
	1241	JCE CO-OP	(219765) JUN26 CH	JUN26 CH	06/24/2026	4,654.05		726
	1299	NICOR GAS	CH MAY.JUN26	CH MAY.JUNE26	06/16/2026	247.34		726
Total 001-40101-711 UTILITIES:						4,901.39		
001-40104-701 CONTRACTUAL MAINTENANCE								
	1279	ACCESS SYSTEMS/MIDWEST B	COPY CHARGES	INV1999888	06/30/2026	212.87		726
Total 001-40104-701 CONTRACTUAL MAINTENANCE:						212.87		
001-41121-701 MAINTENANCE SERVICE								
	6881	POMP'S TIRE SERVICE, INC.	JUL26 SQUAD TIRES	1530025967	07/10/2026	1,589.04		826
Total 001-41121-701 MAINTENANCE SERVICE:						1,589.04		
001-41122-931 INMATE GROCERIES								
	7232	AMAZON CAPITAL SERVICES	(A1RLAMYK9EVCB7) JUN26 INMATE GROCERIES	13FP-KWRY-6HJN	06/25/2026	1,967.41		726
	7554	UMB	(2856) HANIACEK GROCERIES	JUN26 HANIACEK	06/27/2026	23.16		726
	7554	UMB	(2494) ZINGER JUN26 INMATE GROCERIES	JUN26 ZINGER IN	06/29/2026	1,228.10		726
Total 001-41122-931 INMATE GROCERIES:						3,218.67		
001-42131-703 POSTAGE								
	7554	UMB	JURY POSTAGE	JUNE POSTAGE 2	07/01/2026	8.22		726
Total 001-42131-703 POSTAGE:						8.22		
001-42131-810 EQUIPMENT PURCHASE								
	7554	UMB	KANEY DESK	#VERNAL-US3433	07/01/2026	1,510.05		726
Total 001-42131-810 EQUIPMENT PURCHASE:						1,510.05		
001-42134-503 DUES								
	6916	ALLENDORF, CHRISTOPHER	STATE'S ATTORNEY ALLENDORF ILLINOIS STATE BAR ASSOCIATION DUES	0039964	07/01/2026	455.00		726
	7554	UMB	(9336) NORTH PURCHASE CARD; ASA MCILVANIE IPBA PROSECUTOR RENE	NONE NORTH PC	06/02/2026	45.00		726
Total 001-42134-503 DUES:						500.00		

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
038-46179-810 EQUIPMENT PURCHASE								
	5886	BUSS BOYZ CUSTOMS, INC	(JDCSO) 26 EQUINOX SQUAD INSTALL	9286	06/08/2026	322.00		726
Total 038-46179-810 EQUIPMENT PURCHASE:						322.00		
Total LIT:						12,262.24		

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount	Date Paid	GL Period
SSA								
043-47191-924 SERVICE PROVIDER CONTRACT								
	6736	WARREN AREA AMBULANCE S	SPECIAL SERVICE AREA #1 1ST DISTRIBUTION 2026	SSA 1 2026 1ST D	07/01/2026	86,039.93		826
Total 043-47191-924 SERVICE PROVIDER CONTRACT:						86,039.93		
076-47203-924 SERVICE PROVIDER CONTRACT								
	4527	GALENA AREA EMS	SSA 6 2026 1ST DISTRIBUTION	SSA 6 2026 1ST D	07/08/2026	162,542.41		826
Total 076-47203-924 SERVICE PROVIDER CONTRACT:						162,542.41		
085-47206-924 SERVICE PROVIDER CONTRACT								
	3076	ELIZABETH COMMUNITY AMBU	SPECIAL SERVICE AREA #7 1ST DISTRIBUTION 2026	SSA 7 2026 1ST D	07/02/2026	126,723.50		826
Total 085-47206-924 SERVICE PROVIDER CONTRACT:						126,723.50		
Total SSA:						375,305.84		
Grand Totals:						1,341,758.64		

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Only unpaid invoices included.

Jo Daviess County
Line Item Transfer Request Form

Title 2, Chapter 1, Section 2.1.5E: 5B of the Jo Daviess County Ordinances "Purchasing Procedures"

In the event that an unencumbered balance does not exist in the appropriate expense account, a budget warning flag will appear showing the amount by which the budget line item will be exceeded.

1) No Purchase Order/Claim shall be authorized unless an unencumbered balance exists in the appropriate expense account without the approval of the County Board or County Administrator.
2) The County Administrator may approve the transfer of up to five-hundred dollars ($500.00) from one line item to another line item within Class II, Class III, or Class IV departmental budget lines when the County Administrator deems it reasonable and appropriate.
3) All requests for the transfer of funds from or to any Class I expense line item must be approved by a 2/3 majority vote of the County Board.
4) The County Board may approve the transfer of funds, over five-hundred dollars ($500.00), within a department budget from one line item to another when the county board deems it reasonable and appropriate.
5) The County Board may also approve expenses charged to expense line items that have zero or negative balances when the circumstances reasonably warrant. Any authorization for an overage of more than five thousand dollars ($5,000.00) must be approved by the county board prior to initiating any transaction. All transfers and transactions initiated under this subsection shall be reported to the county Finance, Tax and Budgets Committee.

Department: Sheriff Date 06/30/26

Department Head Name: Klaus Kretschmer G/L Period 07/26

Department Head Signature: _____

Budget line item to transfer FROM: 001-40112-901 Contingency Available amount: $93,821.96
(Please enter line item number and name)

Budget line item to transfer TO: 001-40101-711 UTILITIES Requested amount: $4,901.39
(Please enter line item number and name)

Detailed reason for request:

INSUFFICIENT GL FUNDS (001-40101-711) FOR JUN UTILITY CLAIMS

Is approval of a Purchase Order/Claim associated with this request? ☒ Yes ☐ No
(Invoice must be attached.)

Vendor: 1299-NICOR ($247.34), 1241-JCE-CO OP ($4654.05) Vendor #: 1299/1241

Budget line item: 001-40101-711 UTILITIES Amount: $4,901.39
(Please enter line item number and name)

APPROVAL

If the request is up to $500:

☐ Approved ☐ Denied

If the request is over $500:

County Board action on (date) _____

☐ Approved ☐ Denied

_____
Signature, County Administrator

_____
Signature, County Board Chairperson

C:\Users\RMCCARTNEY\Desktop\BILLS JUNE (01JUL GL)\LIT_JUN UTILITIES.docx

Jo Daviess County
Line Item Transfer Request Form

Title 2, Chapter 1, Section 2.1.5E: 5B of the Jo Daviess County Ordinances "Purchasing Procedures"

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4) The County Board may approve the transfer of funds, over five-hundred dollars ($500.00), within a department budget from one line item to another when the county board deems it reasonable and appropriate.
5) The County Board may also approve expenses charged to expense line items that have zero or negative balances when the circumstances reasonably warrant. Any authorization for an overage of more than five thousand dollars ($5,000.00) must be approved by the county board prior to initiating any transaction. All transfers and transactions initiated under this subsection shall be reported to the county Finance, Tax and Budgets Committee.

Department: Sheriff Date 06/29/26

Department Head Name: Klaus Kretschmer G/L Period 07/26

Department Head Signature: _____

Budget line item to transfer FROM: 001-41122-719 OTHER SERV CHARGES Available amount: $12,564.61

(Please enter line item number and name)

Budget line item to transfer TO: 001-41122-931 INMATE GROC Requested amount: $1,573.90

(Please enter line item number and name)

Detailed reason for request:

Insufficient funds from line 001-41122-931. Transfer funds from 001-41122-719 to cover inmate groceries

Is approval of a Purchase Order/Claim associated with this request? ☒ Yes ☐ No
(Invoice must be attached.)

Vendor: AMAZON CAP SERVICES Vendor #: 7232

Budget line item: 001-41122-931 INMATE GROCERIES Amount: $1,573.90
(Please enter line item number and name)

APPROVAL

If the request is up to $500:

☐ Approved ☐ Denied

If the request is over $500:

County Board action on (date) _____

☐ Approved ☐ Denied

_____
Signature, County Administrator

_____
Signature, County Board Chairperson

Jo Daviess County
Line Item Transfer Request Form

Title 2, Chapter 1, Section 2.1.5E: 5B of the Jo Daviess County Ordinances "Purchasing Procedures"

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3) All requests for the transfer of funds from or to any Class I expense line item must be approved by a 2/3 majority vote of the County Board.
4) The County Board may approve the transfer of funds, over five-hundred dollars ($500.00), within a department budget from one line item to another when the county board deems it reasonable and appropriate.
5) The County Board may also approve expenses charged to expense line items that have zero or negative balances when the circumstances reasonably warrant. Any authorization for an overage of more than five thousand dollars ($5,000.00) must be approved by the county board prior to initiating any transaction. All transfers and transactions initiated under this subsection shall be reported to the county Finance, Tax and Budgets Committee.

Department: Administration Date 06.23.26

Department Head Name: Angela Kaiser G/L Period 8/2026

Department Head Signature: Angela Kaiser

Budget line item to transfer FROM: 001-40103-401 Available amount: $125,479.29
(Please enter line item number and name)

Budget line item to transfer TO: 001-40103-405 Requested amount: $4,500.00
(Please enter line item number and name)

Detailed reason for request:

Staffing is short, so overtime is needed to temporarily cover the Office Manager duties.

Is approval of a Purchase Order/Claim associated with this request? ☐ Yes ☒ No
(Invoice must be attached.)

Vendor: _____ Vendor #: _____

Budget line item: _____ Amount: _____
(Please enter line item number and name)

APPROVAL

If the request is up to $500:

☐ Approved ☐ Denied

If the request is over $500:

County Board action on (date) _____

☐ Approved ☐ Denied

_____
Signature, County Administrator

_____
Signature, County Board Chairperson

Jo Daviess County
Line Item Transfer Request Form

Section 4b of Chapter 40 of the Jo Daviess County Ordinances "Purchasing Procedures"

In the event that an unencumbered balance does not exist in the appropriate expense account, a budget warning flag will appear showing the amount by which the budget line item will be exceeded.

No Purchase Order/Claim shall be authorized unless an unencumbered balance exists in the appropriate expense account without the approval of the County Board or designee. The County Board or designee may approve transfer of funds within Departmental Budgets from one line-item to another when the County Board or designee deems it reasonable and appropriate. The County Board or designee may also approve expenses charged to line-items that have zero or negative balances when circumstances reasonably warrant. Any authorization for an overage of more than $5,000 must be approved by the County Board prior to initiating any transaction. All transfers and transactions initiated under this section shall be reported to the County's Finance Committee.

Department: Judges and PD Date 06/30/2026

Department Head Name: John Hay G/L 07/26 (06/30/26)

Department Head Signature: John Hay

Budget line item to transfer FROM: 001-42131-702 (Professional Service) Available amount: $6,888.67

(Please enter line item number and name)

Budget line item to transfer TO: 001-42131-719 (Other Service Charges) Requested $4,975.00

(Please enter line item number and name)

Detailed reason for request:

General Correction Journal.

Is approval of a Purchase Order/Claim associated with this request? ☒ Yes ☒ No
(Invoice must be attached.)

Vendor: ~~Treasure's Office~~ Vendor #: _____

Budget line item: ~~001-42131-719 (Other Service Charges)~~ Amount: _____
(Please enter line item number and name)

County Board action:

Date: _____ ☐ Approved ☐ Denied

_____

Signature, County Board Chairperson

Jo Daviess County
Line Item Transfer Request Form

Section 4b of Chapter 40 of the Jo Daviess County Ordinances "Purchasing Procedures"

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Department: Judges Date 06/30/2026

Department Head Name: John Hay G/L 07/26 (06/30/25)

Department Head Signature: John Hay

Budget line item to transfer FROM: 001-42131-702 Available amount: $6,224.42
(Please enter line item number and name)

Budget line item to transfer TO: 001-42131-810 Requested amount:
~~$1,113.01~~ $1,288.45
(Please enter line item number and name)

Detailed reason for request:

desk for judge.

Is approval of a Purchase Order/Claim associated with this request? ☒ Yes ☐ No
(Invoice must be attached.)

Vendor: UMB Vendor #: 7554

Budget line item: 001-42131-810 Amount: ~~$2,298.27~~ $1510.05
(Please enter line item number and name)

County Board action:

Date: _____ ☐ Approved ☐ Denied

_____
Signature, County Board Chairperson

Jo Daviess County
Line Item Transfer Request Form

Section 4b of Chapter 40 of the Jo Daviess County Ordinances "Purchasing Procedures"

In the event that an unencumbered balance does not exist in the appropriate expense account, a budget warning flag will appear showing the amount by which the budget line item will be exceeded.

No Purchase Order/Claim shall be authorized unless an unencumbered balance exists in the appropriate expense account without the approval of the County Board or designee. The County Board or designee may approve transfer of funds within Departmental Budgets from one line-item to another when the County Board or designee deems it reasonable and appropriate. The County Board or designee may also approve expenses charged to line-items that have zero or negative balances when circumstances reasonably warrant. Any authorization for an overage of more than $5,000 must be approved by the County Board prior to initiating any transaction. All transfers and transactions initiated under this section shall be reported to the County's Finance Committee.

Department: Judges and PD Date 06/30/2026

Department Head Name: John Hay G/L 07/26 (06/30/26)

Department Head Signature: John Hay

Budget line item to transfer FROM: 001-42131-704 (Telephone) Available amount: $2,787.48

(Please enter line item number and name)

Budget line item to transfer TO: 001-42131-719 (Other Service Charges) Requested amount: $2,000.00

(Please enter line item number and name)

Detailed reason for request:

General Correction Journal.

Is approval of a Purchase Order/Claim associated with this request? ☒ No

(Invoice must be attached.)

Vendor: ~~Treasure's Office~~ Vendor #: _____

Budget line item: ~~001-42131-719 (Other Service Charges)~~ Amount: _____

(Please enter line item number and name)

County Board action:

Date: _____ ☐ Approved ☐ Denied

_____

Signature, County Board Chairperson

C:\Users\jhay\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\4VVN5P3R\Line item transfer sign Clerk's Office telephone.doc 6/20/06

<<INSERT DATE>>

The Honorable Sean Duffy
Secretary
US Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Letter of Support - Savanna Industrial Park Freight Rail Modernization Planning Project

Dear Secretary Duffy,

<<INSERT COMPANY/ORGANIZATION NAME>> is pleased to express its support for the Jo-Carroll Depot Local Redevelopment Authority's CRISI grant application for the Savanna Industrial Park Freight Rail Modernization Planning Project. This investment is essential for advancing critical rail freight transportation improvements that will support rural economic development, agricultural competitiveness, and long-term regional economic growth.

Reliable railway freight infrastructure is foundational to the economic health of rural communities. This project will advance project planning and project development to deliver 30 percent design for a full rebuild of the Savanna Industrial Park's on-site short-line rail system, focusing on current interchange with the BNSF mainline, track capacity, yard configuration, and internal circulation where current constraints prevent efficient staging and switching.

Upgrading this vital site infrastructure will improve freight mobility, reduce transportation inefficiencies, and provide more reliable access for commercial and agricultural freight. Modern, efficient railway infrastructure is essential for the safe and efficient movement of commercial freight, agricultural commodities, and agricultural inputs. This planning and project development for the site's rail infrastructure will lay the foundation for new, diversified rail development and freight infrastructure, while reinforcing the economic vitality of the broader rural economy.

This project is focused on supporting infrastructure resiliency, effective freight movement, and economic opportunity. Thorough rail infrastructure planning and development will not only positively contribute to efficient freight movement, but also support job creation, expand market access, and strengthen the long-term economic outlook of the region through investment in critical surface transportation improvements.

For these reasons, <<INSERT COMPANY/ORGANIZATION NAME>> supports this CRISI grant application and respectfully encourages federal investment in this important rural freight resiliency and transportation project. Thank you for your attention and for your continued commitment to strengthening the nation's transportation infrastructure.

Sincerely,

<<INSERT SIGNATURE BLOCK>>

Jo Daviess County GIS/IT Department

Jo Daviess County Courthouse, Room 101
330 North Bench Street
Galena, IL 61036

Phone: (815) 776-9297
Fax: (815) 777-9422
Email: gis@jodaviesscountyil.gov



MEMO

Date: June 22, 2026

To: Information & Communication Technology Committee, County Administrator

From: Joe Kratcha, IT/GIS Director

RE: Consideration of purchasing replacement host servers for the County SANs/virtual servers' infrastructure

Jo Daviess County utilizes a hybrid environment for its IT infrastructure with both cloud platforms and on-premise SAN/virtual servers. Being a smaller, rural county government entity, this is the most cost-effective solution when compared to other options.

Storage Area Network (SAN) appliances were replaced in November 2024 and expansion shelves added in October 2025 to meet additional storage requirements. This equipment has warranty/support coverage into the second half of 2029. The County's investment in the SAN equipment is $116,736.50. All County departments/offices utilize this equipment for day-to-day operations.

Six (6) host servers will be seven-years-old in October 2026. Dell will not extend warranty/support on these devices. Three of the host servers are used in the production SAN/virtual environment and the other three are used in the disaster recovery (DR) SAN/virtual environment. Please reference included diagram for a visual representation (red arrows indicate host servers to be replaced).

In July 2025, a budgetary quote from Dell for six (6) new servers was obtained showing a total cost of $56,285. A 6% increase was factored in for inflation. $60,000 was approved by the County Board in the General Capital Equipment Fund (048) for replacing these six servers in FY2026. ETSB also budgeted $10,000 for these servers' replacement giving the County a total of $70,000 budgeted it FY2026.

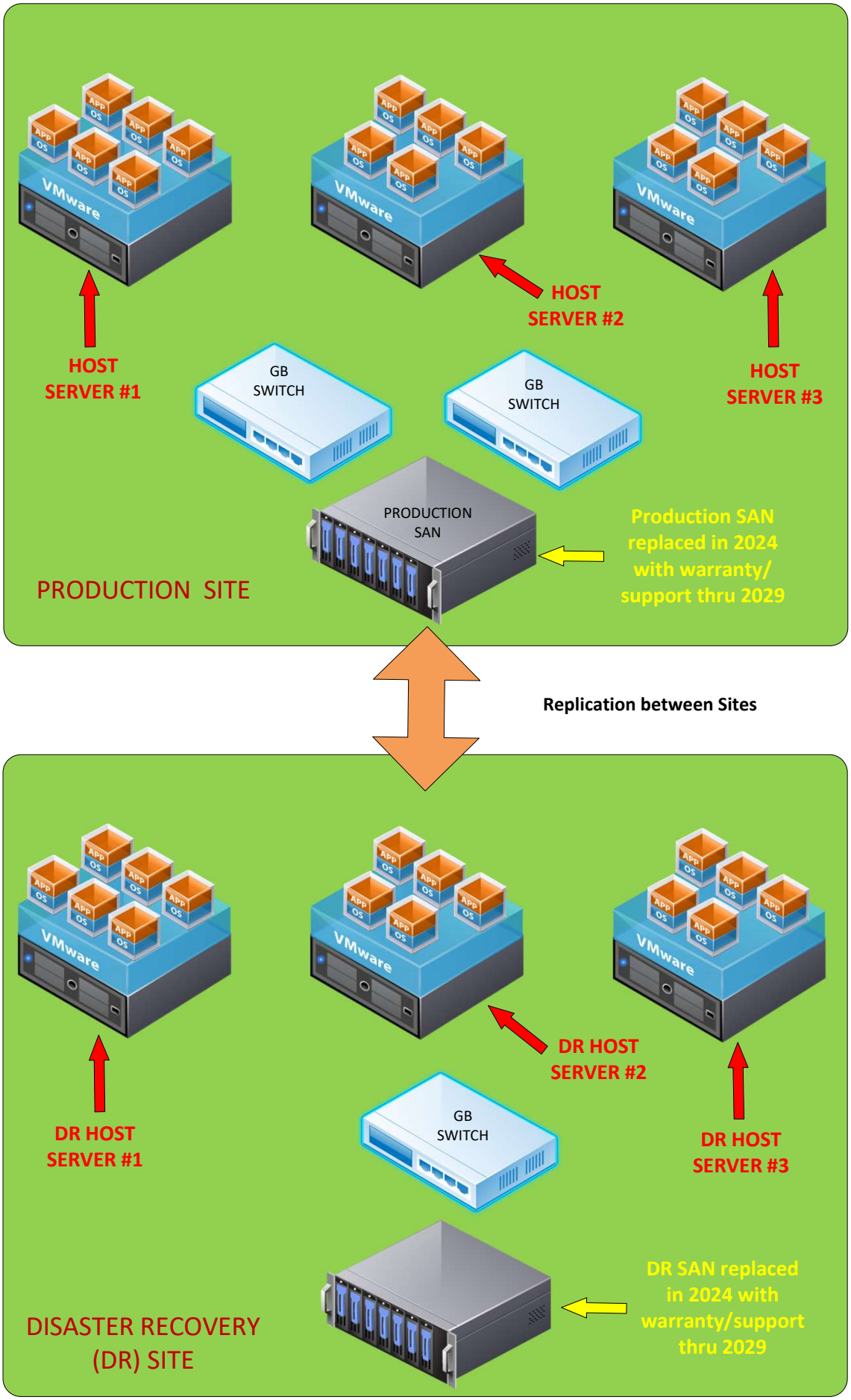
Unfortunately, with the AI data centers boom, costs for RAM (Random Access Memory), CPU (Central Processing Units), flash storage, and other components used in servers have at least doubled and in the case of RAM have tripled over the past 6+ months. Supply chain issues for components are a concern.

In late April 2026, Dell notified us about the increased costs and lead times for server purchases. Updated quotes for the six host servers were obtained and the costs came in at $101,225, an 80% increase from July 2025. Since then, prices have continued to rise as shortages for components become more common.

It is recommended that the County consider making a purchase for servers' replacement as soon as possible due to these factors. I reached out to additional vendors besides Dell for server quotes and received quotes with a summary on page 3 of this memo and the quotes found thereafter.

At a minimum it is recommended to purchase the 3 host servers for the Production SAN/virtual servers' environment. If additional funding sources can be found, the County should consider purchasing the 3 host servers for the DR SAN/virtual servers' environment as prices will continue to increase.

It should also be noted that the County will need to commit to VMware virtual software and absorb the anticipated price hikes for at least the next three years starting in FY2027 before reevaluating its SAN/virtual servers' infrastructure in FY29/FY30. Thank you for your consideration on this important matter.


HOST SERVER #1
HOST SERVER #2
HOST SERVER #3
GB SWITCH
GB SWITCH
PRODUCTION SAN
Production SAN replaced in 2024 with warranty/ support thru 2029
PRODUCTION SITE
Replication between Sites
DR HOST SERVER #1
DR HOST SERVER #2
DR HOST SERVER #3
GB SWITCH
DR SAN replaced in 2024 with warranty/support thru 2029
DISASTER RECOVERY (DR) SITE

HOST SERVERS QUOTES - JUNE 22, 2026

PRODUCTION HOST SERVERS							
Vendor	Make/Model	Warranty/Support	Unit Cost	Qty	Total Cost	Lead Time	Notes
Storage IT Solutions	Lenovo ThinkSystem SR630	3 years	$18,588.32	3	$55,764.96	1 week from order	Same servers with 5 yrs warranty/support are $57,135.99
Dell	PowerEdge R760xs	3 years	$26,294.79	3	$78,884.37	3 months or longer	
xByte Technologies	Dell PowerEdge R660	3 years	$27,500.00	3	$82,500.00	1-2 weeks from order	
StoneFly	XD-Series Servers	3 years	$28,764.15	3	$86,292.46	2-3 weeks from order	

DISASTER RECOVERY (DR) HOST SERVERS							
Vendor	Make/Model	Warranty/Support	Unit Cost	Qty	Total Cost	Lead Time	Notes
xByte Technologies	Refurbished Dell PowerEdge R650	3 years	$12,500.00	3	$37,500.00	1-2 weeks from order	
Storage IT Solutions	Lenovo ThinkSystem SR630	3 years	$18,588.32	3	$55,764.96	1 week from order	Same servers with 5 yrs warranty/support are $57,135.99

Possible verbiage for motion(s):

Motion #1 - for Production host servers

A motion to recommend to the Jo Daviess County Board approval for the purchase of three replacement production host servers with 3-years of warranty/support included from Storage IT Solutions as the lowest responsible bidder in the amount of $55,764.96 with $10,000 to be paid from the ETSB fund (007-41128-810) pending approval at the next ETSB meeting, and $45,764.96 to be paid from the General Capital Equipment Fund 048-46172-810 (Activity Code 402).

OR

A motion to recommend to the Jo Daviess County Board approval for the purchase of three replacement production host servers with 3-years of warranty/support included from Storage IT Solutions as the lowest responsible bidder in the amount of $55,764.96 to be paid from the General Capital Equipment Fund 048-46172-810 (Activity Code 402).

Motion #2 - for DR host servers***

A motion to recommend to the Jo Daviess County Board approval for the purchase of three replacement disaster recovery (DR) host servers with 3-years of warranty/support included from xByte Technologies as the lowest responsible bidder in the amount of $37,500.00 with $14,235.04 to be paid from the General Capital Equipment Fund 048-46172-810 (Activity Code 402) and $_____ to be paid from the _____

OR

A motion to recommend to the Jo Daviess County Board approval for the purchase of three replacement disaster recovery (DR) host servers with 3-years of warranty/support included from xByte Technologies as the lowest responsible bidder in the amount of $37,500.00 with $4,235.04 to be paid from the General Capital Equipment Fund 048-46172-810 (Activity Code 402), $10,000 to be paid from the ETSB fund (007041128-810) pending approval at the next ETSB meeting and $_____ to be paid from the _____

*** Another option is to hold off purchasing the DR host servers until FY2027 when funds can be budgeted, but understanding the costs will be higher

ESTIMATE

Storage IT Solutions, Ltd
319 Cary Point Dr
Cary, IL 60013

orders@storageit.com
+1 (847) 462-0506
www.storageit.com

Bill to
Jo Daviess County
GIS/IT Department
330 North Bench Street
Galena, IL 61036

Ship to
Jo Daviess County
GIS/IT Department
330 North Bench Street
Galena, IL 61036

Estimate details
Estimate no.: SWS17253485-V1
Estimate date: 06/18/2026
Expiration date: 07/17/2026

#	Product/service	Description	Qty	Rate	Amount
1.	**7DG9TFAV00**	ThinkSystem SR630 V4-3yr Base Warranty	3	$18,588.32	$55,764.96

Total **$55,764.96**

Expiry date 07/17/2026

Accepted date

Accepted by

7DG9TFAV00	Prod_Server_3yr ThinkSystem SR630 V4-3yr Base Warranty	3
Feature Code	Description	Qty
C1XE	ThinkSystem 1U V4 10x2.5" Chassis	1
C3JB	ThinkSystem General Computing - Power Efficiency	1
BVGL	Data Center Environment 30 Degree Celsius / 86 Degree F	1
C5QR	Intel Xeon 6520P 24C 210W 2.4GHz Processor	1
BPFK	ThinkSystem SR850 V3/SR630 V3/SR630 V4 Standard He	1
C0U9	ThinkSystem 32GB TruDDR5 6400MHz (1Rx4) RDIMM	8
5977	Select Storage devices - no configured RAID required	1
CCCZ	ThinkSystem M.2 RAID B550p-2HS SATA/NVMe Enablem	1
C286	ThinkSystem M.2 VA 480GB Read Intensive NVMe NHS S	2
C91V	VMware ESXi 9.0 (Factory Installed)	1
C4GB	ThinkSystem Broadcom 57412 10GBase-T 4-Port OCP Etl	1
BK1H	ThinkSystem Broadcom 57414 10/25GbE SFP28 2-port P(	2
C1YH	ThinkSystem SR630 V4 x16/x16 PCIe Gen5 Cable Riser 1	1
C1Z7	ThinkSystem SR630 V4 Full Height+Low Profile Riser1 Ca	1
C0U5	ThinkSystem 1300W 230V/115V Platinum CRPS Hot-Swa	2
6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	2
C1YS	ThinkSystem 1U V4 Standard Fan Module	4
C1YP	ThinkSystem 1U V4 Standard Media Bay	1
C2DH	ThinkSystem Toolless Slide Rail Kit V4	1
BPKR	TPM 2.0	1
B7XZ	Disable IPMI-over-LAN	1
BK14	Low voltage (100V+)	1
9207	VMware Specify	1
9220	Preload by Hardware Feature Specify	1
BZ7F	ThinkSystem WW Lenovo LPK, Birch Stream	1
B97B	XCC Label	1
C212	ThinkSystem BHS SR630 V4 1U PCIe number 1-2 and OC	1
C1ZS	ThinkSystem 1300W (CRPS) power rating label WW	1
C20J	ThinkSystem SR630 V4 Service Label for WW	1
AWF9	ThinkSystem Response time Service Label LI	1
C20D	ThinkSystem SR630 V4 model name Label	1
AUTQ	ThinkSystem small Lenovo Label for 24x2.5"/12x3.5"/10x2	1
BQPS	ThinkSystem logo Label	1
C1ZP	ThinkSystem SR630 V4 Agency label with Blank	1
C21A	ThinkSystem M.2 Power Cable, 2x10P 1.0PH-2x10P 1.25I	1
C1Y4	ThinkSystem M.2 singal Cable, SLX4-MCIOX4, 310mm	1
BE0F	N+N Redundancy Without Over-Subscription	1
CAR5	SR630 V4 Laser service indicator	1
C3NP	ThinkSystem SR630 V4 MI-BF Cbl Riser to P9	1
B0ML	Feature Enable TPM on MB	1
C4DV	ThinkSystem SR630 V4 Processor Board	1
C3K9	XClarity Platinum Upgrade v3	1
BU1E	Top Choice flag	1
CA7N	ThinkSystem SR630 V4 System I/O board v2	1
C26Y	ThinkSystem V4 CPU HS Clip	1
C1YN	ThinkSystem 1U V4 Air Duct	1
C1YV	ThinkSystem 1U V4 Rear Hot Swap M.2 Cage	1
C1LL	ThinkSystem Rear M.2 HS Tray	2
CCWX	Hot-Swap M.2 Drive Interposer	2
C2RD	ThinkSystem Hot Swap M.2 2280 SSD HeatSink	2
BHSS	MI for PXE with RJ45 Network port	1

C5XG	ThinkSystem SR630 V4 General Config PKG AC+CL	1
BEYJ	ThinkSystem MS Height CPU Dummy	1
AURS	Lenovo ThinkSystem Memory Dummy	8
BCEB	ThinkSystem 1U V2 2x3 2.5" HDD Dummy	1
AVEN	ThinkSystem 1x1 2.5" HDD Filler	4
BPP5	OCP3.0 Filler with screw	1
B8NK	ThinkSystem 1U Super Cap Holder Dummy	1
BTTY	M.2 NVMe	1
CBDC	ENERGY STAR Certification Country	1
7S0XCTO6WW	software1 XClarity One	3
Feature Code	Description	Qty
SF90	XClarity One - Starter, Per Endpoint w/3 Yr SW S&S	1
7S0XCTO8WW	software2 XClarity Controller Prem-FOD	3
Feature Code	Description	Qty
SCY0	Lenovo XClarity XCC3 premier - FOD	1
7Q01CTS2WW	Service CTO SERVER PREMIER NBD RESP	3
Feature Code	Description	Qty
QAJQ	SR630 V4	1
QA18	Premier	1
QA0Y	Months	36
QA11	Next Business Day	1
7Q01CTSAWW	Service CTO SERVER KEEP YOUR DRIVE ADD-ON	3
Feature Code	Description	Qty
QAJQ	SR630 V4	1
QAK6	KYD	1
QA0Y	Months	36

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jun. 30, 2026**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	**JO DAVIESS COUNTY**	Sales Rep	Sean Chastain
Quote No.	**3000203220686.2**	Phone	512-720-3813
Total	**$78,884.37**	Email	Sean.Chastain@dell.com
Customer #	7734104	**Billing To**	JOE KRATCHA
Quoted On	Jun. 16, 2026		JO DAVIESS COUNTY
Expires by	Jun. 30, 2026		330 NORTH BENCH ST
Contract Name	Dell Midwestern Higher Education Compact (MHEC) Master Agreement		COUNTY COURTHOUSE, STE 1B GALENA, IL 61036
Contract Code	C000000979569		
Customer Agreement #	MHEC-04152022		
Solution ID	21591640.2		
Deal ID	29625039		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Sean Chastain

Shipping Group

Shipping To

JOSEPH KRATCHA
JO DAVIESS COUNTY
330 NORTH BENCH ST
COUNTY COURTHOUSE STE 1B
GALENA, IL 61036
(815) 776-9297

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R760xs - [amer_r760xs_16830]	**$26,294.79**	**3**	**$78,884.37**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$78,884.37**
Shipping:	**$0.00**
Non-Taxable Amount:	**$78,884.37**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$78,884.37**



Shipping Group Details

Shipping To

JOSEPH KRATCHA
JO DAVIESS COUNTY
330 NORTH BENCH ST
COUNTY COURTHOUSE STE 1B
GALENA, IL 61036
(815) 776-9297

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
PowerEdge R760xs - [amer_r760xs_16830]	**$26,294.79**	**3**	**$78,884.37**

Estimated delivery if purchased today:
Sep. 24, 2026
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R760xs	210-BGLV	-	3	-
Trusted Platform Module 2.0 V6	461-AAIG	-	3	-
2.5" Chassis with up to 8 Hard Drives (Chip/SATA)	321-BJCX	-	3	-
Intel Xeon Gold 6426Y 2.5G, 16C/32T, 16GT/s, 37.5M Cache, Turbo, HT (185W) DDR5-4800	338-CHTG	-	3	-
Intel Xeon Gold 6426Y 2.5G, 16C/32T, 16GT/s, 37.5M Cache, Turbo, HT (185W) DDR5-4800	338-CHTG	-	3	-
Additional Processor Selected	379-BDCO	-	3	-
High Performance Heatsink	412-BBBR	-	3	-
High Performance Heatsink	412-BBBR	-	3	-
Performance Optimized	370-AAIP	-	3	-
6400MT/s RDIMMs	370-BCCX	-	3	-
C22 Software RAID 1 for Embedded SATA	780-BCMV	-	3	-
Software RAID Controller	780-BCGX	-	3	-
Performance BIOS Settings	384-BBBL	-	3	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	3	-
Standard Fan x5	750-ADDY	-	3	-
Dual, (1+1) Redundant, Hot-Plug Power Supply, 800W MM (100-240Vac)	450-AIQX	-	3	-
Riser Config 0, No Riser, 3x16 + 1x8 (2 CPU), without OCP	330-BCGT	-	3	-
PowerEdge R760xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM, MX, MLK	329-BKGG	-	3	-
Dell Connectivity Client - Enabled	379-BFXS	-	3	-
Dell Connectivity Module	634-CYDF	-	3	-
Secured Component Verification	528-COYT	-	3	-
iDRAC9, Datacenter 16G	528-CTID	-	3	-
OpenManage Enterprise Advanced Plus	528-CTZH	-	3	-
No OCP 3.0 mezzanine NIC card, Blank Filler Only	330-BBTI	-	3	-
No Bezel	350-BBBW	-	3	-
Dell Luggage Tag R760xs	350-BCLY	-	3	-
BOSS Blank	403-BCID	-	3	-

No Quick Sync	350-BCER	-	3	-
iDRAC,Factory Generated Password	379-BCSF	-	3	-
iDRAC Group Manager, Disabled	379-BCQY	-	3	-
No Operating System	611-BBBF	-	3	-
No Media Required	605-BBFN	-	3	-
Dell Secure Onboarding Client Disabled	634-CZRQ	-	3	-
Cable Management Arm, 2U	770-BDRQ	-	3	-
ReadyRails Sliding Rails (B21)	770-BECC	-	3	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	3	-
PowerEdge R760xs Shipping	340-DFQK	-	3	-
PowerEdge R760xs/HS5620 Shipping Material	343-BBVC	-	3	-
PowerEdge R760xs HS5620 CCC Marking, No CE Marking	389-FBXX	-	3	-
ProSupport 7x24 Technical Support and Assistance 3 Years	892-8640	-	3	-
ProSupport Next Business Day On-Site Service After Problem Diagnosis 3 Years	892-8648	-	3	-
Dell Hardware Limited Warranty Plus On-Site Service	892-8649	-	3	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	3	-
On-Site Installation Declined	900-9997	-	3	-
64GB RDIMM, 6400MT/s, Dual Rank	370-BCCZ	-	12	-
480GB SSD SATA Read Intensive 6Gbps 512e 2.5in Hot-plug AG Drive, 1 DWPD	400-AXTV	-	6	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	6	-
Broadcom 57454 Quad Port 10GbE BASE-T Adapter, PCIe Low Profile	540-BDLL	-	3	-

Subtotal:	**$78,884.37**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$78,884.37**

xBYTE TECHNOLOGIES
4614 19th Street Ct. East
Bradenton, FL, 34203
(888) 929-8348
www.xByte.com

Your Quote is Ready!

Quote Number: Q726420
Opportunity Number: OP615146
Date: 6/18/2026

Prepared for:
Joe Kratcha
Jo Daviess County, Illinois
Account Number: C056890

Prepared by:
Josh Fabry
+ 1-941-312-2462
josh.fabry@xbyte.com



4614 19th Street Ct. East
Bradenton, FL, 34203
(888) 929-8348
www.xByte.com

QUOTE	**Q726420**
Opportunity	**OP615146**
Date	6/18/2026
Account	C056890
Terms	PrePaid
Shipping	FedEx Express Saver
Sales Rep	Josh Fabry

BILL TO:
Jo Daviess County, Illinois
9816 W US Highway 20
Galena IL 61036
UNITED STATES

SHIP TO:
Joe Kratcha
9816 W US Highway 20
Galena IL 61036
UNITED STATES

REMIT TO:
xByte Technologies
4614 19th Street Ct. East
Bradenton, FL, 34203
Phone: 888-929-8348
Fax: 941-741-9779

PAY BY ACH/WIRE:
Synovus Bank
500 11th St.
Columbus, GA 31901
SWIFT (US Currency): FICOUS44
ABA Routing Number: 061100606
Account Number: 1011502091

LINE	ITEM	DESCRIPTION	QTY	PRICE	TOTAL
1	**>R660**	**Dell PowerEdge R660 Server**	**3**	**$27,500.00**	**$82,500.00**
2		Dell PowerEdge R660 10x2.5" SAS/SATA PERC11 2CPU Servers with Dell Warranty	3		
3		Dell Trusted Platform Module 2.0 (TPM) 15th/16th Gen	3		
4		16-Core 2.8GHz (3.9GHz) 5200MHz 37.5M 195W - Intel Xeon Gold 6526Y	6		
5		Dell 16GB 1Rx8 DDR5 ECC RDIMM 5600 MT/s	48		
6		Dell H755 8GB NV 12Gb/s PowerEdge RAID Controller Front	3		
7		RAID 1	3		
8		Dell 480GB 6Gbps SATA Read Intensive 2.5 SSD AG	6		
9		Dell R660 No BOSS-N1 Card Installed	3		
10		No Embedded LOM Card	3		
11		Dell Intel X710-T4L Quad Port 10GbE RJ45 OCP 3.0	3		
12		Dell iDRAC9 Enterprise License (16G)	3		
13		No OS Installation	3		
14		Dell PowerEdge 14G/15G/16G 1U Standard Bezel	3		
15		Dell ReadyRails II 1U Sliding Rail Kit (A15)	3		
16		Dell 1400W Platinum AC Power Supply	6		
17		C13 - 5-15P 6FT Standard Power Cord (125V 15A)	6		
18		3 Years Dell Next Business Day Onsite Service	3		
19		xByte Technologies Reconfigured & Supported by Dell	3		
20		Free Shipping	1		

4614 19th Street Ct. East
Bradenton, FL, 34203
(888) 929-8348
www.xByte.com

QUOTE	**Q726420**
Opportunity	**OP615146**
Date	6/18/2026
Account	C056890
Terms	PrePaid
Shipping	FedEx Express Saver
Sales Rep	Josh Fabry

PAYMENT DETAILS:

Item Subtotal	$82,500.00
Estimated Tax	$0.00
Total	$82,500.00
***Payments per month as low as**	**$1,644.23**

Price quotes are good for 14 calendar days and are subject to availability.
Unless otherwise noted, products are recertified or contain recertified components. Hardware is unrestricted stream and non-data.

For US warranty information, please visit: https://www.xbyte.com/warranty/
For international warranty information, please visit: https://www.xbyte.com/international-warranty/

*xByte Capital Lease: All terms are subject to credit approval, execution, and return of mutually acceptable lease documents. Lease rates are based on the final amount, configuration, and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.

ALL AMOUNTS IN UNITED STATES DOLLARS (USD)

StoneFly Server Plus+ XD-Series Appliance

StoneFly, Inc.

Quote Number:	1781717975452 - 1
Quote Date:	6/17/2026
Valid Through:	6/24/2026
Sales Rep:	Mark Alex
Phone:	(510) 265-1616 x257
Email:	Mark.Alex@StoneFly.com

Customer

Company:	Jo Daviess County
Phone:	815.776.9297
Email:	jkratcha@jodaviesscountyil.gov
Contact:	Joe Kratcha



Qty	Solution Includes	Price
1	StoneFly XD-Series Enterprise Appliance, Gen 11, 2U, Supports up to 8 Drives (3.5" SAS), Part # SFY-XD11-8A	~~$19,287.00~~ $13,613.00
1	Customer-Supplied VMware vSphere ESXi 8.0 Hypervisor License, Part # SFY-D-BYOLHV-VM	-
1	StoneFly Server Plus+ Virtual Storage Appliance License Package: StoneFly SCVM 8.x Virtual Storage Appliance - SAN Management 64-Bit Storage Concentrator Virtual Machine - Includes iSCSI Base OS, Advanced Features with Snapshot & Synchronous Replication, Thin Provisioning, Supports up to 200 iSCSI Hosts, Part # SFY-SVR-07	-
1	Upgrade to Dual 16-Core 2.4GHz 3rd Gen Scalable Xeon Silver Processors, Part # SFY-XD11-U-XEON16C24	~~$2,005.00~~ $1,415.00
1	Upgrade to 256GB High Speed Dual-Channel System Memory with Buffered Error Checking and Correction, Part # SFY-XD11-U-256GB	~~$12,964.00~~ $9,150.00
1	Upgrade to Dual 1TB PCI-E Based NVMe SSDs Mirrored at RAID 1 for Virtualization and Storage Engine, Part # SFY-XD11-U-DOS1024	~~$2,969.00~~ $2,095.00
1	Dual 10Gb RJ-45 Ports [Backwards Compatible with 1Gb] (Standard)	-
1	Add Quad 10Gb RJ-45 Ports, Part # SFY-NET04-A-10GbRJ45-4	~~$1,314.00~~ $926.00
1	Gigabit Management Port and Intelligent Platform Management Interface (IPMI) v2.0 with Virtual Media and KVM-Over-LAN	-
1	High-Performance 12Gb SAS Hardware RAID Controller with RAID Cache Backup, Supports RAID Levels 0, 1, 3, 5, 6, 10, 30, 50 and 60, Supports up to 512 Total Drives via EBODs	-
1	800W Redundant 80-PLUS® Platinum Certified High-Efficiency Hot-Swappable Power Supply	-
1	Power Cord for NEMA5-15P Standard USA 3-Prong Plug Outlet, One Included per Power Supply Module (Standard)	-
1	Upgrade to StoneFly Silver Support Service, 3-Years from Ship Date, Part # SRV-3YR-SLVR	~~$6,937.02~~ $4,895.82
1	Professional Services: Remote Installation, Configuration, Testing, Training (Up to 6-Hours), Part # SRV-RMT-INST-6HR	~~$2,400.00~~ $1,050.00
1	Shipping & Insurance: FedEx Express Saver (Contiguous USA-Lower 48 Only)	$430.00

Additional Comments: 3 node VMware with upgraded CPU and RAM

Feel free to contact us if you have any questions. You can reach us via email at **sales@StoneFly.com** or by phone at **(510) 265-1616.**

Sales tax may apply unless resale or exemption certificate is provided. All prices are in U.S. Dollars (USD). This quotation expires on the "Valid Through" date listed on page one. 1TB = 1 trillion bytes; actual formatted capacity is less. All StoneFly products are custom-built to the customer's requirements; orders cannot be canceled or withdrawn by the customer after StoneFly begins order processing. Neither StoneFly nor its affiliates are responsible for any misprints. All prices are subject to change. We reserve the right to cancel orders arising from errors, inaccuracies, or omissions. For more information, contact your StoneFly Representative.

Unit Price:	$48,306.02
Quantity:	3
Extended Price:	$144,918.06
Discount:	$44,193.60
Manager's Discount:	$14,432.00
Solution Price:	$86,292.46

xBYTE TECHNOLOGIES
4614 19th Street Ct. East
Bradenton, FL, 34203
(888) 929-8348
www.xByte.com

Your Quote is Ready!

Quote Number: Q726415
Opportunity Number: OP615146
Date: 6/17/2026

Prepared for:
Joe Kratcha
Jo Daviess County, Illinois
Account Number: C056890

Prepared by:
Josh Fabry
+ 1-941-312-2462
josh.fabry@xbyte.com



4614 19th Street Ct. East
Bradenton, FL, 34203
(888) 929-8348
www.xByte.com

QUOTE	**Q726415**
Opportunity	**OP615146**
Date	6/17/2026
Account	C056890
Terms	PrePaid
Shipping	FedEx Express Saver
Sales Rep	Josh Fabry

BILL TO:
Jo Daviess County, Illinois
9816 W US Highway 20
Galena IL 61036
UNITED STATES

SHIP TO:
Joe Kratcha
9816 W US Highway 20
Galena IL 61036
UNITED STATES

REMIT TO:
xByte Technologies
4614 19th Street Ct. East
Bradenton, FL, 34203
Phone: 888-929-8348
Fax: 941-741-9779

PAY BY ACH/WIRE:
Synovus Bank
500 11th St.
Columbus, GA 31901
SWIFT (US Currency): FICOUS44
ABA Routing Number: 061100606
Account Number: 1011502091

LINE	ITEM	DESCRIPTION	QTY	PRICE	TOTAL
1	**>R650**	**Dell PowerEdge R650 Server**	**3**	**$12,500.00**	**$37,500.00**
2		Dell PowerEdge R650 10x2.5" SAS/SATA 1 CPU Servers with xByte Warranty	3		
3		Dell Trusted Platform Module 2.0 (TPM) 15th/16th Gen	3		
4		24-Core 2.8GHz (3.5GHz) 3200MHz 36M 230W - Intel Xeon Gold 6342	3		
5		Dell 16GB 2Rx8 DDR4 ECC RDIMM 3200Mhz	24		
6		Dell H755 8GB NV 12Gb/s PowerEdge RAID Controller Front	3		
7		RAID 1	3		
8		Dell 480GB 6Gbps SATA Read Intensive 2.5 SSD	6		
9		No BOSS Card, Blank Filler	3		
10		Dell Intel X710-T4L Quad Port 10GbE RJ45 OCP 3.0	3		
11		Dell iDRAC9 Enterprise License (15G)	3		
12		No OS Installation	3		
13		Dell PowerEdge 14G/15G/16G 1U Standard Bezel	3		
14		Dell ReadyRails II 1U Sliding Rail Kit (A15)	3		
15		Dell 1400W Platinum AC Power Supply	6		
16		C13 - 5-15P 6FT Standard Power Cord (125V 15A)	6		
17		xByte ServAssist Warranty - R650 - 3 Year 24x7 Help Desk / 4Hr Parts, Technical Assistance & Field Engineer	3		
18		xByte Recertified	3		
19		Free Shipping	1		

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QUOTE	**Q726415**
Opportunity	**OP615146**
Date	6/17/2026
Account	C056890
Terms	PrePaid
Shipping	FedEx Express Saver
Sales Rep	Josh Fabry

PAYMENT DETAILS:

Item Subtotal	$37,500.00
Estimated Tax	$0.00
Total	$37,500.00
***Payments per month as low as**	**$747.38**

Price quotes are good for 14 calendar days and are subject to availability.

Unless otherwise noted, products are recertified or contain recertified components. Hardware is unrestricted stream and non-data.

For US warranty information, please visit: https://www.xbyte.com/warranty/
For international warranty information, please visit: https://www.xbyte.com/international-warranty/

*xByte Capital Lease: All terms are subject to credit approval, execution, and return of mutually acceptable lease documents. Lease rates are based on the final amount, configuration, and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.

ALL AMOUNTS IN UNITED STATES DOLLARS (USD)

Jo Daviess County GIS/IT Department

Jo Daviess County Courthouse, Room 101
330 North Bench Street
Galena, IL 61036

Phone: (815) 776-9297
Fax: (815) 777-9422
Email: gis@jodaviesscountyil.gov



MEMO

Date: June 22, 2026

To: Information & Communication Technology Committee, County Administrator

From: Joe Kratcha, IT/GIS Director

RE: Consideration to offer municipalities and lake communities the opportunity to cost share on the 2026 Orthophotography Project

Jo Daviess County has offered municipalities, lake communities and the Jo-Carroll Depot the opportunity to cost share on previous orthophotography projects completed in 2002, 2006, 2011, 2016, and 2021.

The idea for doing this goes back to County Administrator Duane Olivier and the County Board from 2002, as they understood that municipalities and lake communities would find it very expensive or cost prohibitive to complete their own orthophotography projects. Therefore, the County, wanting to be a "good neighboring government body," offered those that wished to participate the option to acquire the digital orthophotography files each entity desired on a cost-sharing basis. Succeeding County Boards continued this approach for the previously mentioned orthophotography projects.

Examples of how municipalities/lake communities/Jo-Carroll depot utilize the digital orthophotography files can be found on page 2.

Pages 3 and 4 is an example letter previously sent to all municipalities and lake communities in the County (this example is a letter to the Village of Elizabeth in 2021) to inquire about interest. Pages 5 thru 7 is an example agreement (again with the Village of Elizabeth from 2021).

Page 8 is a summary of municipalities, lake communities, and the Jo-Carroll Depot's participation on previous orthophotography projects. Please note that contribution costs have decreased as total orthophotography project costs did likewise.

For the 2026 Orthophotography Project, the total project cost is $26,796 consisting of 812 tiles (5000' x 5000'). The per tile cost is $33.00 each.

The ICTC should consider the following questions for this agenda item:

1.) Does the Committee intend to continue offering municipalities, lake communities, and the Jo-Carroll Depot the opportunity to participate in cost sharing on the County's 2026 Orthophotography Project (yes or no)?

2.) If the consensus of the Committee is "yes" to #1, should the cost sharing remain 50/50 as in all previous projects, or should a different percentage or amount be used, considering the County's project management expenses and the overall lower project costs? This was a question that previous County Board member Bob O'Connor presented in 2021 and asked to be considered on future orthophotography projects.

3.) If "yes" to #1 and a cost sharing amount is determined, it is suggested that a motion be made to instruct the IT/GIS Director to submit letters to municipalities, lake communities and the Jo-Carroll Depot to determine interest in participation at the specified cost sharing rate established in #2. Once participants are identified, formal agreements would be drafted and considered for approval at future ICTC and County Board meetings.

4.) If the answer is "no" to #1, it is suggested that a motion be made by the Committee stating this and how requests for the 2026 digital orthophotography files from municipalities/lake communities/Jo-Carroll Depot be handled by the County.

From: Matt J. Oldenburg <mjoldenburg@cityofgalena.org>
Sent: Friday, June 5, 2026 11:12 AM
To: Gempler, Bret C. <bgempler@jodaviesscountyil.gov>
Cc: Bryson Winsky <bwinsky@cityofgalena.org>
Subject: RE: 2026 Orthophotography

CAUTION: This email originated from outside of the Jo Daviess County organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Bret,

We are excited for the new orthophotography – for us it's like Christmas morning! Here is a statement for you:

> *The City of Galena uses orthophotography daily as a key layer in our GIS for zoning, planning, and engineering decisions. It allows staff to quickly assess property conditions, verify site details, and evaluate development impacts.*
>
> *We also rely on orthophotography for project planning by tracing existing streets, sidewalks, and paved areas in CAD to support infrastructure improvements. The cost-share program makes this high-quality imagery affordable and allows us to keep up with changes in development and land use over time.*

Thank you for the update and we look forward to it! Have a great weekend!

Best regards,

MATT

Matthew Oldenburg
City Administrator
101 Green Street
P.O. Box 310
Galena, IL 61036
mjoldenburg@cityofgalena.org | Email
www.cityofgalena.org | Website

Phone | 815-777-1050 Fax | 815-777-3083

From: Emily Lubcke <elubcke@thegalenaterritory.com>
Sent: Tuesday, April 14, 2026 3:27:48 PM
To: Kratcha, Joseph R. <jkratcha@jodaviesscountyil.gov>
Cc: Kaiser, Angela K. <akaiser@jodaviesscountyil.gov>; Gempler, Bret C. <bgempler@jodaviesscountyil.gov>
Subject: Re: Aerial Photos

CAUTION: This email originated from outside of the Jo Daviess County organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks Joe. I hope they had a chance to get flights in.

The GTA utilizes a GIS mapping program to track our property parcel data, site changes, locations of homes, utilities, and other unique features to The Galena Territory. The ability to have new aerial photos periodically is invaluable to the work we do here. The Association would not be able to afford updated aerial images like this without the opportunity to cost-share with the County. Since the 2021 flight, we have experienced continued development here, with 60 new homes constructed or started since then and a redesigned Marina Park project for the Association. The Association uses these maps to help with the development of amenity improvements, such as trail expansion, off-leash dog areas, ecological restoration projects, and others. The periodic photos show changes in vegetative structure, tree growth, and erosion problems. We also use them to identify lot lines, corner pins, and property encroachment.

We have appreciated the cost-share opportunity with the County in the past and have done so since 2011. I hope this continues into the future.

Thank you,
Emily

Jo Daviess County GIS/IT Department

Jo Daviess County Courthouse, Room 101
330 North Bench Street
Galena, IL 61036

Phone: (815) 776-9297
Fax: (815) 777-9422
Email: gis@jodaviess.org



May 21, 2021

President Michael Dittmar
Village of Elizabeth
127 North Main Street
Elizabeth, IL 61028

Dear Mr. Dittmar:

Jo Daviess County has contracted with Kucera International, Inc of Willoughby, Ohio to complete an aerial flight this spring of 2021 and produce six-inch resolution color orthophotography at a map scale of 1"= 100' for the geographic extent of the County. The new orthophotography will be used as the base layer in the County's Geographic Information System.

The aerial flight took place April 1-3, 2021 after all snow was melted and before leaves started budding out on the trees. The anticipated delivery date of the orthophotography product is in September 2021.

As in the past with previous orthophotography projects, Jo Daviess County is giving the municipalities and lake development communities in the County the opportunity to cost share on orthophotography that will benefit both the County and interested entities. Please note that the intent of this letter is not to solicit funding from municipalities or lake development communities – the County has funds in its GIS Capital Equipment & Investment Fund budget to pay for the entire $29,400 project – it is simply to give any interested entities the opportunity to obtain excellent orthophotography at a significant cost savings with the benefit of the County's project management. This data may be useful for current or future projects you may have.

Please find a PDF map with this letter showing the tile layout of the orthophotography files in the Elizabeth area. Each tile covers 5,000' x 5,000' of ground and contains a label such as "j2264_2124." Kucera will create 899 orthophotography files using this tile grid for the entire County. The digital files will be provided in geo-TIF and MrSID formats. A total project cost of $29,400 divided by 899 orthophotography files = a cost of $32.70 per file. Half of $32.70 is $16.35.

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If the Village of Elizabeth wishes to participate in this project, the cost would be $16.35 per digital orthophotography file. The grid on the attached Exhibit B shows what the Village of Elizabeth acquired from the 2016 County's orthophotography project and Exhibit A summaries what the cost sharing would be. If interested in participating, please let us know if the current tile grid is accurate or if you would like to make any changes. We would then need to get Jo Daviess County Board and Village of Elizabeth approval with a signed agreement like we have with past projects.

If you any questions at all, please do not hesitate to contact me. A response either way would be greatly appreciated.

Sincerely,

Joseph R. Kratcha

Joe Kratcha
Jo Daviess County IT/GIS Director

INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE JO DAVIESS COUNTY 2021 DIGITAL ORTHOPHOTOGRAPHY PROJECT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into effective as of the 16 day of June, 2021, between the **COUNTY OF JO DAVIESS, STATE OF ILLINOIS**, whose address is 330 North Bench Street, Galena, IL 61036, herein referred to as "Jo Daviess," and the **VILLAGE OF ELIZABETH, STATE OF ILLINOIS**, whose address is 127 North Main Street, Elizabeth, IL 61028, herein referred to as "Elizabeth."

WHEREAS, Jo Daviess is undertaking a 2021 digital orthophotography update project to provide the basis for up-to-date, highly accurate countywide digital mapping and the development of informational data bases related to such mapping using its Geographic Information System; and

WHEREAS, Elizabeth has indicated an interest in participating in the 2021 digital orthophotography update project; and

WHEREAS, Jo Daviess and Elizabeth agree that significant cost savings can be realized if the two parties agree to share in the cost for digital orthophotography files that are beneficial to both entities;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Elizabeth agrees to pay Jo Daviess $98.10 for the 6 digital orthophotography files identified in Exhibit "A" and displayed as a map in Exhibit "B". The payment will be due upon delivery of the digital orthophotography files or no later than November 1, 2021. Jo Daviess will provide Elizabeth with an invoice with delivery of the data.
2. Jo Daviess will provide the 6 digital files to Elizabeth via FTP download.
3. Jo Daviess and Elizabeth will both own equal rights to the 6 digital orthophotography files identified in Exhibit "A" and both entities may distribute the data as needed.

Don Keil Jo Daviess County, IL Board Chairman

ATTESTED: Angela Kaiser Jo Daviess County, IL Clerk

Village of Elizabeth, IL President

ATTESTED: Village of Elizabeth, IL Clerk

JO DAVIESS COUNTY DIGITAL ORTHOPHOTOGRAPHY PROJECT
EXHIBIT "A"

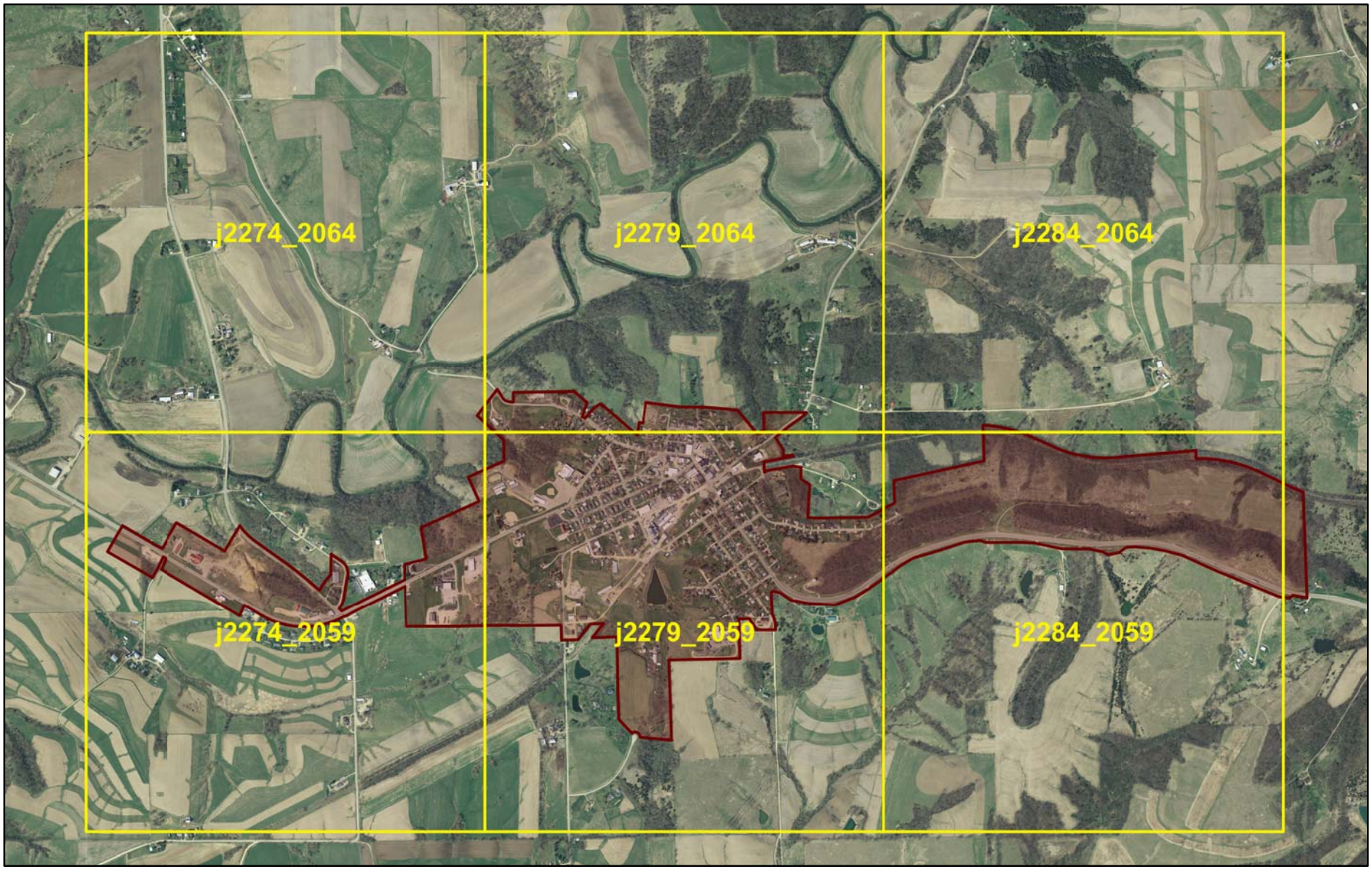
The Village of Elizabeth will receive the following digital data files provided in geo-TIF or MRSID format via FTP download:

Product	# of Files	Total Cost Per File	Total Cost	Jo Daviess County's Cost (50%)
Digital Orthophotography Map Scale: 1" = 100' 3 Band Color (RGB) Pixel Resolution: 6 Inch	6	$32.70	$196.20	$98.10
			Village of Elizabeth's Cost (50%)	**$98.10**

Files to be provided are shown on Exhibit "B" and listed as follows:

J2274_2059
J2274_2064
J2279_2059
J2279_2064
J2284_2059
J2284_2064

EXHIBIT "B" - VILLAGE OF ELIZABETH 2021 DIGITAL ORTHOPHOTOGRAPHY COVERAGE AREA



N

Legend

2021 Ortho Tile Layout

Village of Elizabeth Boundary

Map produced by the Jo Daviess County GIS/IT Department. For reference purposes only.

Municipalities, Lake Communities & Jo-Carroll Depot Participation in Orthophotography Projects 2002 - 2021

Entity	2002 Ortho Project	2006 Ortho Project	2011 Ortho Project	2016 Ortho Project	2021 Ortho Project
Apple Canyon Lake	N/A	$ 2,563.81	$ 1,301.12	$ 783.52	$ 523.20
Apple River	N/A	N/A	N/A	N/A	N/A
East Dubuque	N/A	$ 2,362.46	N/A	$ 293.88	$ 196.20
Elizabeth	$ 4,400.00	$ 1,397.32	$ 325.28	$ 146.94	$ 98.10
Galena	$ 40,210.00	$ 6,785.49	$ 528.58	$ 538.67	$ 359.70
Galena Territory	N/A	N/A	$ 772.54	$ 1,003.89	$ 670.35
Hanover	$ 1,625.00	$ 753.98	$ 975.84	$ 587.76	$ 392.40
Jo-Carroll Deport LRA	N/A	N/A	$ 487.92	$ 391.76	$ 261.60
Menominee	N/A	N/A	N/A	N/A	N/A
Nora	N/A	N/A	N/A	N/A	N/A
Scales Mound	$ 1,220.00	$ 502.65	$ 162.64	$ 97.94	$ 65.40
Stockton	$ 9,914.00	$ 1,507.95	$ 487.92	$ 293.88	$ 196.20
Warren	N/A	N/A	$ 162.64	N/A	$ 65.40
Subtotal	$ 57,369.00	$ 15,873.66	$ 5,204.48	$ 4,138.24	$ 2,828.55
Total Project Cost	**$ 353,170.00**	**$ 81,896.69**	**$ 73,115.00**	**$ 44,028.00**	**$ 29,400.00**
Jo Daviess County's Cost	$ 293,851.00	$ 66,023.03	$ 67,910.52	$ 39,889.76	$ 26,571.45
Chestnut Mtn Resort's Cost	$ 1,950.00				
Note #1: City of Galena acquired 2-foot contours in addition to orthophotography for the 2002 Ortho Project.					
Note #2: Chestnut Mountain Resort acquired 2-foot contours for the ski slopes during the 2002 Ortho Project at a cost of $1,950.00					
Note #3: The County's total for the 2002 Ortho project includes topographic contour data in addition to orthophotography					

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Galena, IL 61036

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Email: gis@jodaviesscountyil.gov



MEMO

Date: June 22, 2026

To: Information & Communication Technology Committee, County Administrator

From: Joe Kratcha, IT/GIS Director

RE: Consideration to update the GIS Cost Recovery Policy

With the 2026 Orthophotography Project nearing completion, the more current imagery will assist County departments and offices with providing services and decision making. It has also been past practice to update the GIS Cost Recovery Policy to make the digital data available outside the organization.

Proposed changes to this policy are shown highlighted and in red text on pages 3 & 4.

For the 2026 Orthophotography Project, the total project cost is $26,796 consisting of 812 tiles (5000' x 5000'). The per tile cost for the digital orthophotography is $26,796 divided by 812 = $33.00. The proposed 25% volume discount was calculated as follows: $26,796 – $6,699 = $20,097.

In addition, the costs for the 2021 orthophotography digital files is proposed to be reduced to $10 per tile and $500 for countywide coverage.

If the consensus of the Committee is to implement these proposed updates, a recommendation should be made to the County Board for final approval.

P2022.2

JO DAVIESS COUNTY, ILLINOIS
GIS COST RECOVERY POLICY

Introduction

The Jo Daviess County Geographic Information System (GIS) offers a wide variety of products and services. The GIS program has a cost recovery policy in place to help maintain and continue developing the system.

General Policies

Pre-payment is required for any GIS services or products. Requests for any products or services produced by Jo Daviess County's Geographic Information System (GIS) require payment before the requests will be processed. Requests for digital data must be accompanied by an original, signed ***Digital Data License Agreement.***

Please make checks payable to: **Jo Daviess County GIS**

GIS product and service requests will be handled on a first-come basis and will be completed within a reasonable amount of time as determined by the Jo Daviess County GIS/IT staff.

To request GIS products or services, please use one of the following methods:

- Online: www.jodaviesscountyil.gov/gisit
- Phone: (815) 776-9297
- Fax: (815) 777-9422
- Email: gis@jodaviesscountyil.gov
- Mail: Jo Daviess County GIS/IT Department
  County Courthouse, Suite 1B
  330 North Bench Street
  Galena, IL 61036

A final price quote will be issued after determining the extent and scope of work for the request.

Labor Rates: The standard labor rate for GIS services is $37.50 per hour for government and non-profit organizations and $50.00 per hour for all other requests. Labor will be billed in minimum half-hour increments. Special requests requiring GIS staff to temporarily stop other tasks will be billed at a rate of $100.00 per hour plus cost of materials (special requests are billed in minimum hour increments).

Hard Copy and PDF Maps

Basic Color or Black & White Property Map Printouts (Produced on 20-lb paper)

Approval 12.10.02/Amended 04.08.03/Amended 10.12.04/Amended 06.14.05/Amended 11.08.05/Amended 10.10.06/Amended 05.13.08/Amended 05.11.10/Amended 11.09.10/Amended 10.11.11/Amended 11.08.11/Amended 02.14.12/Amended 05.14.13/Amended 03.11.14/Amended 05.12.15/Amended 10.11.16/Amended 04.09.18/Amended 04.11.22/Amended 04.10.23

DRAFT UPDATE

A basic 8.5" x 11" color or black and white property map printout from the LaserJet printer will be produced at a minimum cost of $10.00. Additional copies for the same property map will be produced at a rate of $2.00 each.

A basic 11" x 17" color or black and white property map printout from the LaserJet printer will be produced at a minimum cost of $15.00. Additional copies for the same property map will be produced at a rate of $4.00 each.

Customized Black & White or Color Maps (Letter and tabloid sizes produced on 24-lb paper and large format sizes are produced on 35-lb or 46-lb paper)

Customized maps will be produced at a labor rate of $37.50 per hour for government and non-profit organizations and $50.00 per hour for all other requests (minimum billed in half hour increments) plus cost of materials shown in the table below.

Map Size	**Price**
Letter (8.5" x 11")	$2.00 each
Tabloid (11" x 17")	$4.00 each
Custom Size #1 (24" x 24")	$11.50 each
Custom Size #2 (24" x 30")	$14.50 each
Custom Size #3 (24" x 36")	$17.25 each
Custom Size #4 (36" x 36")	$26.00 each
Custom Size #5 (36" x 42")	$30.00 each
Custom Size #6 (36" x 48")	$34.50 each

***** Any other custom sizes will be produced at a rate of $0.02 per square inch of paper.**

PDF Maps

Requests for basic property map printouts or customized maps to be emailed or provided in PDF format will be billed at the standard labor rates of $37.50 per hour for government and non-profit organizations and $50.00 per hour for all other requests (minimum billed in half hour increments).

Map Catalog

2015 County Road Map **Price: $5.00 each**

2015 County Address Map **Price: $10.00 each**

Approval 12.10.02/Amended 04.08.03/Amended 10.12.04/Amended 06.14.05/Amended 11.08.05/Amended 10.10.06/Amended 05.13.08/Amended 05.11.10/Amended 11.09.10/Amended 10.11.11/Amended 11.08.11/Amended 02.14.12/Amended 05.14.13/Amended 03.11.14/Amended 05.12.15/Amended 10.11.16/Amended 04.09.18/Amended 04.11.22/Amended 04.10.23

DRAFT UPDATE

Shipping & Handling Rates

10” x 13” Envelopes (map)	$3.00
10” x 13” Envelopes (atlas)	$2.50
14” x 18” Envelopes	$2.50
CD/DVD Cases	$2.50
25” Tubes	$4.50
38” Tubes	$5.50
42” & 48” Tubes	$6.00

Wide-Format Scanning

Jo Daviess County offers custom wide-format document scanning up to 36” wide in color or black & white. Documents can be saved as PDF, JPEG, or TIFF. Document scanning will be completed by Jo Daviess County GIS/IT staff at the standard labor rates of $37.50 per hour for government and non-profit organizations and $50.00 per hour for all other requests, billed in minimum half-hour increments.

Digital Data

Jo Daviess County offers digital data developed from the 2026, 2021, 2016, 2011, 2006, and 2002 Jo Daviess County Digital Orthophotography Projects including orthophotography and topographic contours. Data developed by the Jo Daviess County GIS/IT staff is also available including features such as: parcel boundaries, road centerlines, and address locations.

Any requests for Jo Daviess County digital GIS data are subject to the following terms:

- Digital data sets are licensed, not sold.
- Any order for licensed digital data sets must be accompanied by an original, signed ***Digital Data License Agreement.***
- Data pricing does not include labor, media, or shipping costs.
- Data compilations will be billed at the standard labor rate of $37.50 per hour for government and non-profit organizations and $50.00 per hour for all other requests (minimum billed in half hour increments).
- Digital data will be emailed or provided by secure download link at no cost. ~~Media cost: $1.00 per CD/DVD (includes case) or $2.50 per CD/DVD for case and mailing costs.~~
- Digital data will be provided in the Illinois West 1983 State Plane Coordinate System with survey feet as the unit of measure.
- Metadata meeting the Federal Geographic Data Committee (FGDC) standards will be provided for each data set requested as it becomes available.
- A data dictionary in PDF format will be provided if available.

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Digital Orthophotography

Description: 2026 color orthophoto imagery in TIF with TFW world file or MrSID (MG4) with SDW file. Orthophotography meets NSSDA (National Standard for Spatial Data Accuracy) for the map scale identified below.

Pixel Resolution	Map Scale	File Size	Availability	Tile Coverage	Cost per Tile
Six-Inch Color	1" = 100'	14-400 MB	countywide	5,000' x 5,000'	$33.00

2026 Orthophotography Volume Discount Pricing

Countywide coverage (25% Discount) in MRSID or TIF formats $20,097

Description: 2021 color orthophoto imagery in TIF with TFW world file or MrSID (MG4) with SDW file. Orthophotography meets NSSDA (National Standard for Spatial Data Accuracy) for the map scale identified below.

Pixel Resolution	Map Scale	File Size	Availability	Tile Coverage	Cost per Tile
Six-Inch Color	1" = 100'	14-400 MB	countywide	5,000' x 5,000'	~~$33.00~~ $10.00

2021 Orthophotography Volume Discount Pricing

Countywide coverage ~~(25% Discount)~~ in MRSID or TIF formats ~~$22,050~~ $500

Description: 2016 color orthophoto imagery in TIF with TFW world file or MrSID (20:1 compression) with SDW file. Orthophotography meets NSSDA (National Standard for Spatial Data Accuracy) for the map scale identified below.

Pixel Resolution	Map Scale	File Size	Availability	Tile Coverage	Cost per Tile
Six-Inch Color	1" = 100'	14-400 MB	countywide	5,000' x 5,000'	$10.00

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2016 Orthophotography Volume Discount Pricing

Countywide coverage in MRSID or TIF formats $500

Description: 2011 color orthophoto imagery in TIF with JPEG compression file format with the accompanying TFW world file. Orthophotography meets NSSDA (National Standard for Spatial Data Accuracy) for the map scale identified below.

Pixel Resolution	Map Scale	File Size	Availability	Tile Coverage	Cost per Tile
Six-Inch Color	1" = 100'	15-30 MB	countywide	5,000' x 5,000'	$10.00

2011 Orthophotography Volume Discount Pricing

Countywide coverage in MRSID or TIF w/JPEG file formats $500

Description: 2006 color or black & white orthophoto imagery in TIF file format with the accompanying TFW world file or compressed MrSID file format with the accompanying SDW world file. Orthophotography meets NMAS (National Map Accuracy Standards) for the map scales provided in the table below.

Pixel Resolution	Map Scale	File Size	Availability	Tile Coverage	Cost per Tile
Six-Inch B&W	1" = 100'	10-18 MB	Limited Areas	2,500' x 2,500'	$10.00
One-Foot Color	1" = 400'	2-18 MB	Countywide	5,000' x 5,000'	$5.00
One-Foot B&W	1" = 400'	2-18 MB	Countywide	5,000' x 5,000'	$5.00

2006 Orthophotography Volume Discount Pricing

Countywide coverage of 1" = 400' color or B&W orthophotos in MRSID or TIF file formats $500

Description: 2002 black & white orthophoto imagery in TIF file format with the accompanying TFW world file or compressed MrSID file format with the accompanying SDW world file. Orthophotography meets NMAS (National Map Accuracy Standards) for the map scales provided in the table below.

Pixel Resolution	Map Scale	File Size	Availability	Tile Coverage	Cost per Tile
Six-Inch B&W	1" = 100'	25 MB	Limited Areas	2,500' x 2,500'	$10.00
One-Foot Color	1" = 400'	25 MB	Countywide	5,000' x 5,000'	$5.00

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2002 Orthophotography Volume Discount Pricing

Countywide coverage of 1" = 400' B&W orthophotos in MRSID or TIF file formats $500

Topographic Contours

Description: Land surface topographic contours at a ten-foot interval and a two-foot interval measured in feet of elevation above mean sea level. Contour data was developed from the 2002 Digital Orthophotography Project and meets NMAS (National Map Accuracy Standards). Updates for specific tiles also available from the 2006 and 2011 Digital Orthophotography Projects are available. Contours are provided in Microstation DGN for the countywide ten-foot contours and two-foot contours along the Blackjack Road corridor. Data can be provided in different formats and other coordinate systems. This requires customization, which will be billed at the standard labor rates.

Interval	Availability	Tile Coverage	Cost per Tile
Two-Foot	Limited Areas	2,500' x 2,500'	$10.00
Ten-Foot	Countywide	5,000' x 5,000'	$5.00

Digital Parcel Boundaries, Address Points, Road Centerlines, and other features

Several data layers are maintained by the Jo Daviess County GIS/IT Department. Features in a GIS are represented as geometries (complex shapes, lines, points, polygons, or texts). For example, parcel boundaries indicating area owned are represented as polygons and road centerlines are represented as lines. Please contact the Jo Daviess County GIS/IT Department to see what data layers are currently available. The initial cost recovery rates for data developed by Jo Daviess County GIS staff are listed below. These rates are for a one-time license of the data and do not include any updates.

Commercial Rate

$0.50 per geometry feature (complex shapes, lines, points, polygons, or text) plus a minimum of $25.00 ($50.00 per hour) for labor and any material or shipping costs.

Government & Non-Profit Rate

$0.25 per geometry feature (complex shapes, lines, points, polygons, or text) plus a minimum of $18.75 ($37.50 per hour) for labor and any material or shipping costs.

Volume Discount Pricing for Parcel Boundaries, Address Points, or Road Centerlines

Countywide coverage of parcel boundaries (+/- 23,814 parcels) = $8,750
Countywide coverage of address point locations (+/- 18,262 addresses) = $7,000
Countywide coverage of road centerlines (+/- 4,335 roads) = $1,525

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Digital Karst Features Data

Digital GIS Karst data features are available at no cost including:

- Crevices
- Sinkholes
- Springs
- Mining

The Karst data features set was developed through a joint effort of the following entities: U.S. Fish and Wildlife Service; La Crosse Fish and Wildlife Conservation Office, Midwest Fisheries Center, Onalaska, WI; Illinois State Geological Survey; U.S. Geological Survey; Prairie Research Institute; University of Illinois Urbana-Champaign; Illinois State Water Survey; League of Women Voters of Jo Daviess County, League of Women Voters of Illinois Education Fund

Digital Data Updates

Updates for some digital data sets are available on an annual basis. For example, parcel boundaries continually change ownership and sometimes size, so the updated data will reflect those changes. Digital data updates will be provided based on the following cost recovery rates:

Annual Commercial Rate

25% of the initial cost for each feature that was originally requested plus a minimum $50.00 per update provided. Requesting entities and the Jo Daviess County GIS/IT Department will develop an update schedule (i.e. monthly, quarterly, bi-annually, annually, etc.).

Annual Government & Non-Profit Rate

25% of the initial cost for each feature that was originally requested plus a minimum $37.50 per update provided. Requesting entities and the Jo Daviess County GIS/IT Department will develop an update schedule (i.e. monthly, quarterly, bi-annually, annually, etc.).

Data Sharing Agreements

Jo Daviess County will make every effort to share (resulting in mutual benefit to both parties) GIS data whenever feasible. If other entities have GIS data that is valuable to the County, the value of the data can be determined and compared to the Jo Daviess County GIS data that is being requested. The value difference will require payment of that specific amount in order for the data to be shared. A signed ***Digital Data Sharing Agreement*** will be required and approval of the County Board and the other entity will be needed before any data is exchanged. Please contact the Jo Daviess County GIS/IT Department for further information.

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GIS Website Subscription Fee

URL: **https://gismaps.jodaviesscountyil.gov**

The Public Access portal displaying limited data is available to all users at no charge. Users wishing to view data such as parcel information, orthophotography, and topographic contours must subscribe for this service using the fee schedule provided below (new fees are effective as of April 12, 2022).

GIS Website Subscription Fee Schedule – Standard Rates		
Subscription Type	**Monthly Cost**	**Total Due**
30-Day Subscription	$60 per month	$60.00
6-Month Subscription	$40 per month	$240.00
Annual Subscription	$30 per month	$360.00

GIS Website Subscription Fee Schedule – Government/Non-Profit Rates		
Subscription Type	**Monthly Cost**	**Total Due**
30-Day Subscription	$45.00 per month	$45.00
6-Month Subscription	$30.00 per month	$180.00
Annual Subscription	$22.50 per month	$270.00

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Illinois Department of Transportation

Tabulation of Bids

Local Public Agency	County	Section Number	Letting Date
Guilford Road District	JoDaviess	26-08000-03-GM	07/01/26

Approved Engineer's Estimate: $57,742.00

Attended By (IDOT Representative(s)):

Bidder's Name	Helm Group	Martin & Company	BlueBird Contracting Inc
Bidder's Address	2283 US-20	2456 E. Pleasant Grove	401 Ada Street
City, State, Zip	Freeport, IL 61032	Oregon, IL 61061	Rock Falls, IL 61071
Proposal Guarantee	Bond		
Terms			

						Approved Engineer's Estimate	Helm Group		Martin & Company		BlueBird Contracting Inc	
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Bit. Material (Prime Coat)		LB	2800	$2.0000	$5,600.00	$0.7000	$1,960.00			$1.2500	$3,500.00
2	Bit. Material (Tack Coat)		LB	551	$2.0000	$1,102.00	$0.7000	$385.70			$4.0800	$2,248.08
3	Hot Mix Asphalt Surface Cse		TON	311	$140.0000	$43,540.00	$156.0000	$48,516.00			$161.8600	$50,338.46
4	Mobilization		LS	1	$5,000.0000	$5,000.00	$5,400.0000	$5,400.00			$2,800.0000	$2,800.00
5	Traffic Control & Protection		LS	1	$2,500.0000	$2,500.00	$1,800.0000	$1,800.00			$1,938.0000	$1,938.00

Total Bid:				
	As Read:			
	As Calculated:	$58,061.70		$60,824.54
	% Over/Under:	0.55 %		5.34 %

Jo Daviess County Highway Department

Estimate
$ 41,000.00

Bidder's Name	Roeder Brothers	K&L Bobcat	Kunau Implement
Item			
17' boom mower w/ joystick	$ 40,270.00	$ 38,500.00	$ 37,950.00

Illinois Department of Transportation

Resolution Appropriating Funds for the Payment of the County Engineer's Salary

Does the County participate in the County Engineer's Salary Reimbursement Program? ☐ Yes ☒ No

Resolution No R2026-20 Section No 26-00000-00-CS

WHEREAS, the County Board of JoDaviess (County) has adopted a resolution appropriating funds for the payment of the County Engineer's salary and/or expenses.

NOW, THEREFORE, BE IT RESOLVED, by the JoDaviess (County) County Board that there is hereby appropriated the sum of

One hundred, twenty-five thousand Dollars ($125,000.00) from the County's Motor Fuel Tax fund for the purpose of paying the County Engineer's salary from 01/01/26 (beginning date) to 12/31/26 (ending date) and,

BE IT FURTHER RESOLVED, by the JoDaviess (County) County Board that there is hereby appropriated the sum of

Thirty-two thousand, four hundred, thirty-three Dollars ($32,433.00) from the County's Motor Fuel Tax (Fund) funds for the purpose of paying the County Engineer's expenses from 01/01/26 (beginning date) to 12/31/26 (ending date).

I Dana Timmerman (Name of Clerk) County Clerk in and for said County of JoDaviess (County) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of JoDaviess (County) at a meeting held on 07/14/26 (date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 14th (Day) day of July, 2026 (Month, Year).

(SEAL)

Clerk Signature

APPROVED

Regional Engineer, IDOT | Date

Instructions for BLR 09221

NOTE: Form instructions should not be submitted when the form is submitted.

This form is used by a county to appropriate a county engineer's salary and/or expenses. It is also used when a county participates in the County Engineer's Salary Program. This form must be passed each year appropriating funds for the salary and/or expenses for the county engineer's salary. If the County participates in the County Engineer's Salary Program, the Agreement for the County Engineer's Salary, BLR 09220, must be approved by IDOT prior to using this resolution. This form must be passed each year approving the transfer of the County's Surface Transportation Program funds to the state for those counties participating in the program.

When filling out this form electronically, once a field Is initially completed, fields requiring the same information will be auto-populated.

This form will change based on the answer to the initial question at the beginning of the form: Does the County have an agreement with the State of Illinois to participate in the County Engineer's Salary Reimbursement Program? If NO the following items will be completed:

Resolution No.	Insert the resolution number assigned by the County, if applicable.
Section No.	Insert the MFT section number. The format will be YY-00000-00-CS, where YY will be numeric and indicate the year for the salary.
Name of County	Select the county name from the drop down or insert name if completing by hand.
Name of County	Insert the name of the County.
Amount of Resolution for Salary	Insert the dollar value of the resolution for the salary in words, followed by in the same amount in numerical format in the (). This should be the amount of the salary, not including expenses.
Beginning Date/Ending Date	Insert the beginning to ending time frame covered by the resolution.
Name of County	Insert the name of the County.
Name of County	Insert the name of the County.
Amount of Resolution for Expenses	Insert the dollar value of the resolution for expenses in words, followed by the same amount in numerical format in the (). If not applicable insert N/A.
Fund	Insert the name of the fund from which the appropriation for expenses is being made, if not applicable insert N/A.
Beginning Date/Ending Date	Insert the beginning to ending time frame covered by the resolution.
Clerk Name	Insert the name of the County Clerk
Name of County	Insert the name of the County.
Name of County	Insert the name of the County.
Meeting Date	Insert the date of the meeting.
Name of County	Insert the name of the County.
Day	Insert the day the Clerk signed the resolution
Month and Year	Insert the month and year the Clerk signed the resolution
Clerk Signature	County Clerk shall sign here and seal here.
APPROVED Department of Transportation	Upon approval the Regional Engineer shall sign and date here.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office.
Following IDOT approval distribution will be as follows:

- County Engineer
- County Clerk
- District Bureau of Local Roads and Streets

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
2	JoDaviess	R2026-21	Original	26-00000-00-GM

BE IT RESOLVED, by the Board (Governing Body Type) of the County (Local Public Agency Type) of Jo Daviess County (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of Eight hundred thousand Dollars ($800,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/26 (Beginning Date) to 12/31/26 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County (Local Public Agency Type) of Jo Daviess County (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Dana Timmerman (Name of Clerk) County (Local Public Agency Type) Clerk in and for said County (Local Public Agency Type) of Jo Daviess County (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Board (Governing Body Type) of Jo Daviess County (Name of Local Public Agency) at a meeting held on 07/14/2026 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 14th (Day) day of July, 2026 (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)

AI IN EMERGENCY MANAGEMENT

A PRACTICAL GUIDE TO ADOPTION & APPLICATION

Emergency management isn't changing — but **how the work gets done is.** AI is a tool, not a replacement. When integrated thoughtfully, it frees EMs to focus on decisions that matter most, while the technology handles synthesis, retrieval, and compliance review.

1 THE CHALLENGE

Today's EMs manage growing hazard portfolios with limited staff and resources. Common pain points:

- Plans printed and rarely consulted during response
- Hundreds of hours spent on compliance reviews
- Situation reports taking full operational periods to produce
- Institutional knowledge scattered across thousands of pages
- Pressure from leadership to "do something with AI"

2 THE RIGHT MINDSET

The most important reframe: **AI is an assistant, not an expert.** It does the legwork — you review the output.

- Don't treat AI answers as final — validate against your docs
- Build trust incrementally before deploying in activations
- Start with low-risk, individual use — no need to force it on high risk processes
- AI surfaces what *you* already know, faster
- A human stays in the loop for every decision that matters

3 GETTING STARTED

You don't need a perfect plan to begin. Start simple:

- Find one task on your to-do list and ask an AI tool how to approach it
- Ask one question a day — get comfortable before building it in
- Share wins and failures with your team — build a learning culture
- Map your work: categorize tasks by complexity and time burden
- Identify where AI saves time, then build it into your workflow

> *Reframing the role I was asking AI to play in my work was really helpful in figuring out both when to use it and when not to use it.*
>
> — EMILY RUESCH · CHIEF PLANNER, EM1 · FMR. DC HSEMA PREPAREDNESS BUREAU CHIEF

THE AI ADOPTION MATURITY MODEL

CURIOUS

Individual experimentation. Project-based use. Low-stakes tasks. Get comfortable with how AI responds before committing to any workflow.

CAPABLE

Recurring workflows: drafting situation reports, reviewing plans for compliance, building exercises from your EOPs and after-action reports.

INTEGRATED

AI is built into team processes. Train and exercise with it. Your knowledge base is built and queried during grey-sky operations.

OPTIMIZED

AI runs inside operational flows — watch centers, EOC support, real-time data validation against plan triggers and thresholds.

REAL-WORLD USE CASES

EXERCISE & TRAINING DEVELOPMENT

Upload your EOP and prompt EM1 to build a tabletop exercise, complete SitMan, or Exercise Evaluation Guide. Get FEMA-aligned objectives, scenario injects, and critical task breakdowns — ready to customize, not starting from scratch.

PLAN WRITING & ANNEX DEVELOPMENT

Drop in your plan template and source documents, then ask EM1 to draft each section. It synthesizes content across your existing materials, flags gaps, and produces a structured first draft in minutes instead of days.

GRANT MANAGEMENT & COMPLIANCE

Upload the NOFO and your application, then ask EM1 to score it against evaluation criteria, identify weaknesses, and draft justification language. Use it to research 2 CFR Part 200 or cross-reference PAPPG policy in seconds.

HAZARD MITIGATION PLANNING

Load your county HMPs and ask EM1 to review them against FEMA guidance, flag expiring plans, identify strategy gaps, and draft update notices to county EMs — turning a multi-day review into a structured, repeatable workflow.

STAKEHOLDER BRIEFS & CORRESPONDENCE

Tell EM1 what you need — a leadership brief, a FEMA PA letter, a legislative summary — and give it your source documents. It drafts in your voice and format, so you spend your time refining, not writing from zero.

DOCUMENT ANALYSIS & QA

Upload two or more plans and ask EM1 to compare them, find inconsistencies, audit acronym usage, or identify what's missing. Get a structured gap analysis across hundreds of pages in the time it would take to read one.

HOW EM1 SUPPORTS THE JOURNEY

PURPOSE-BUILT FOR EM

Not a general AI tool. EM1 is built specifically for emergency management workflows — plan reviews, knowledge bases, and operational decision support.

CLOSED-CIRCUIT SAFETY

Answers come only from your uploaded documents — no open internet, no unknown sources. Every answer is cited to its exact source document and sentence.

PLAN CROSSWALK & COMPLIANCE

Pre-built crosswalks for FEMA CPG 101, ESFs 1-14, COOP, Hazard Mitigation, Wildfire, with options for customization. Run a full evaluation in minutes with audit-ready PDF results.

EM1 LIBRARY

1,000+ vetted EM documents — doctrine, after-action reports, resource guides, qualification standards — curated and reviewed by certified EM professionals, not algorithms.

PRACTITIONERS, NOT JUST SOFTWARE

EM1's team includes emergency management practitioners including leaders and experts at the federal, state, and local level, with 50+ years of combined EM experience. We help you adopt the technology, not just hand it over.

EM1

EM1 Company & Solution Overview

Introduction

Emergency Managers are tasked to prepare, respond, and recover from the threats that face their community**.** With a growing portfolio of hazards, increasing frequency and intensity, and limited resources, technology can play a role.

EM1 has developed an AI-powered technology suite to empower Emergency Managers across all phases. These modules are outlined in detail below.

Plan Crosswalk & Improvement

Best in Class Plans in Days, not Months
EMs manage a large portfolio of plans for their communities, many of which have outlined requirements from FEMA, State-level statutes, nuclear regulations, and more. Further, many agencies have to review plans from stakeholders within their jurisdiction, from school safety plans to assisted living facilities to tier 2 hazmat facilities and more.

To help EMs accelerate plan reviews, updates, and adopt best practices, EM1 has developed a Crosswalk and Improvement tool that can score a plan against any set of guidelines to determine where it meets the guidelines or doesn't. For gaps, it automatically recommends best practices from "best in class" entities as well as a custom set of peer agencies.

Key Features

Key features of the crosswalk and improvement module include:

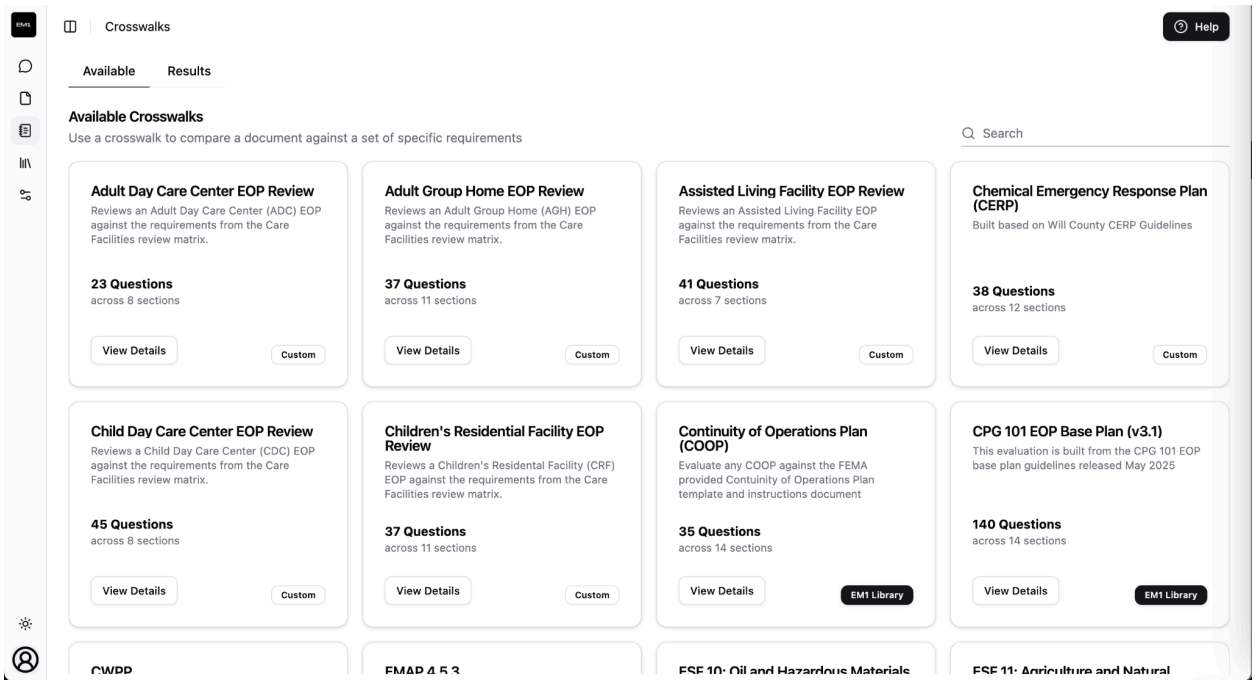
1. Crosswalks Library & Custom Crosswalks
2. Results
3. Citations
4. Benchmarks/Peer Agency Recommendations

Crosswalk Library & Custom Crosswalks
Local jurisdictions spend 10s or hundreds of hours arduously ensuring their plans meet FEMA or State requirements. Both the plans and the requirements typically span hundreds of pages. Further, FEMA or State EMA's regularly require EMs to fill out a form to show which page meets which requirement. EM1 automates all of this.

EM1 turns requirement documents into a digital, automated, instant evaluation. The platform offers an evaluation library that includes off-the-shelf crosswalks for:

- FEMA CPG 101

- ESFs #1-14
- Hazard Mitigation
- Community Wildfire Protection Plans
- Continuity of Operations (COOP)



Beyond this off-the-shelf library, the tool allows any set of guidelines to be turned into an evaluation. Simply upload the requirement document, and EM1 will turn it into a custom evaluation.

For example, if a jurisdiction needs to review Assisted Living Facility EOPs based on State guidelines, those requirements could be turned into a repeatable, consistent evaluation.

Once an evaluation has been created, all it takes to run one is to drag and drop the planning document. Once that's done, within minutes the results will be processed to show how many of the requirements are met within the document and which requirements are missing.

Results

Once the evaluation is complete (typically within 5-10 minutes), the Results are made available. The software performs two jobs: (1) finding relevant information within the document and (2) determining if it passes or fails the requirement.

Based on this pass/fail evaluation, the results contain 4 key components:

1. Overall Score: shows how many requirements the document met and how many need review.
2. Answer Summary: allows user to drill down into each individual requirement to view their answer

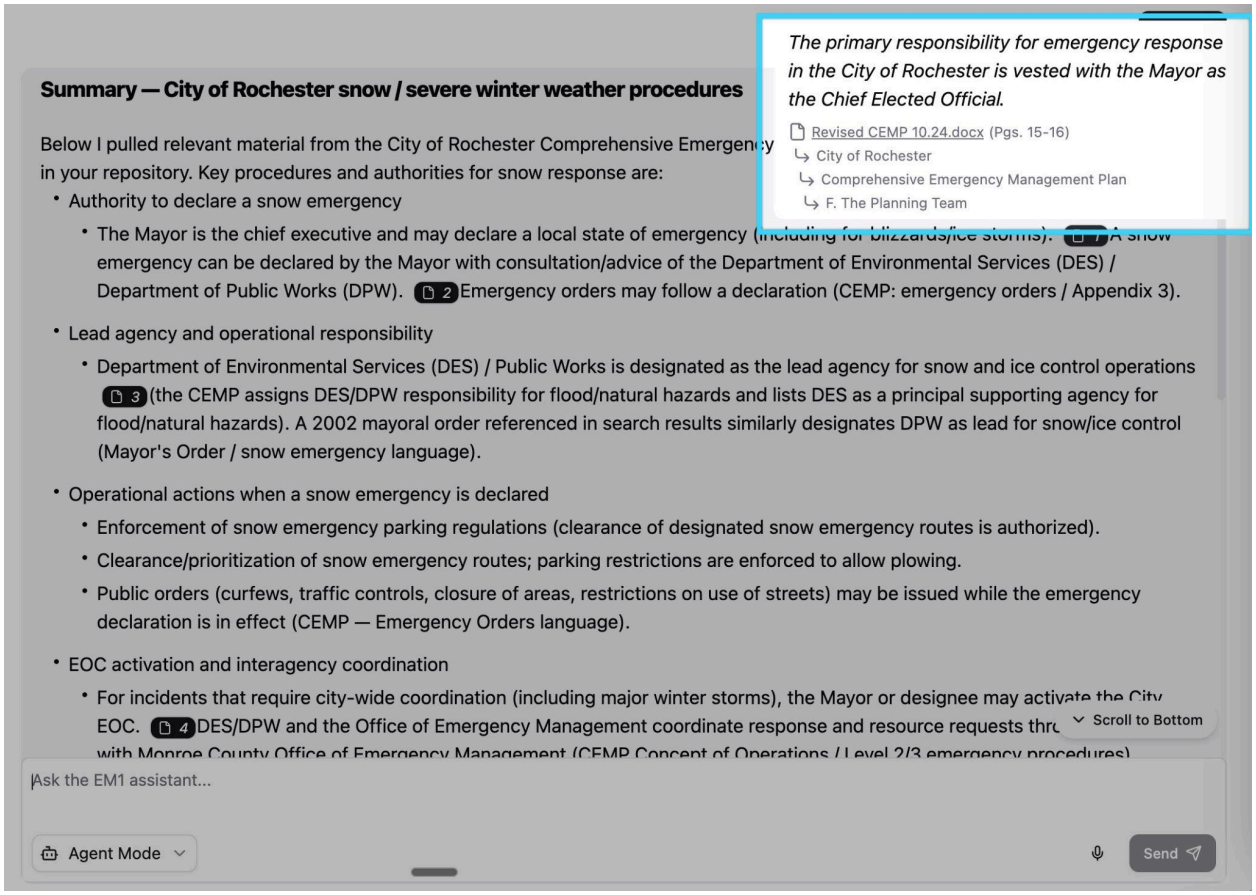
3. Workflow Tools: functionality to filter, override, and ignore requirements allows users to work through the requirements until they've completed their review
4. Reference answers: more on this below

Results can be downloaded into a PDF document that can be filed for audit purposes or to sent directly to the entity under review (e.g., school or chemical facility) for improvement opportunities.

Citations

For each passing requirement, the tool will summarize the answer found and the page(s) on which it found that answer. Importantly, these citations show the exact section and page the requirement is on, down to the exact sentence that was used to pass the requirement. This instills a level of confidence that the tool is pulling directly from the document to assess each requirement.

In addition, citations save EMs hours of work filling out forms that ask which page meets which requirement.



Benchmarks/Peer Agency Recommendations
For missing requirements, smart recommendations are made available from two sources. First, EM1 hosts a library of plans from “best in class” jurisdictions (e.g., EMAP Accredited). Second, a Customer can upload plans from peer agencies. For example, a jurisdiction can upload their EOP along with EOPs from 3 neighboring counties, enabling them to see what their neighboring jurisdiction’s plans say across each specific requirement.

Recommendations save time and improve work product. Instead of a blank sheet of paper, recommendations accelerate EMs by giving them ideas to work from and customize, along with providing a set of benchmarks to compare their plans to.

Maintaining the Planning Process
Importantly, none of EM1’s tools remove the need for an EM to write a plan. Instead, they accelerate the compliance process, and, help provide benchmarks that improve ultimate outcomes.

Assistant: Knowledge Base, EM1 Library, Private Files

EM1’s Assistant functionality brings the expansive power of AI to EM’s everyday work, with the necessary safety and security to ensure they can trust its output.

The Assistant is closed-circuit, meaning that it only refers to specific knowledge that it is provided. The system utilizes two areas of knowledge: (1) an agency’s own Knowledge Base and (2) the EM1 Library.

Knowledge Base: Institutional Knowledge, Instantly Accessible
With plans, statutes, after actions, and other documents, knowledge and doctrine within an agency is regularly scattered across thousands of pages. During an incident, it’s rare that these manuals are consulted, as speed is of the essence.

EM1’s Knowledge Base allows an agency to load unlimited documents into a safe, secure portal that is shared across their agency. When paired with the Assistant, it provides EMs a fast way to retrieve their plans and a full history of how their jurisdiction may have responded in the past.

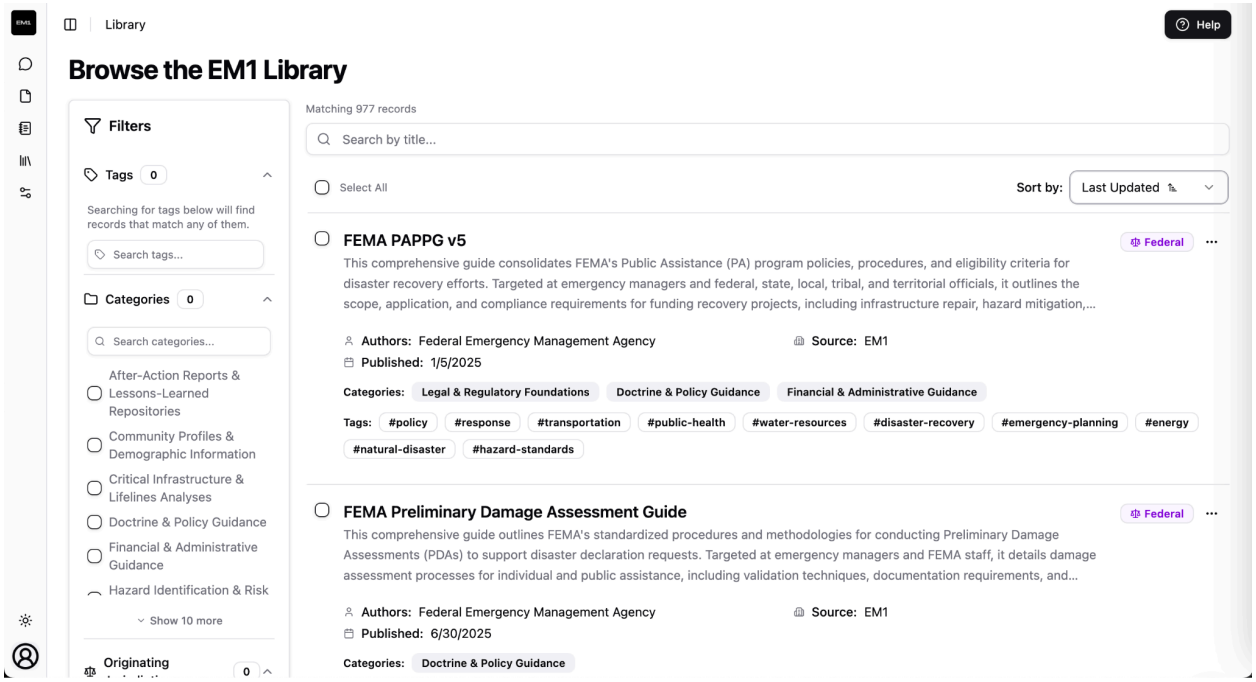
To start, agencies upload unlimited documents into a EM1’s knowledge base. Once processed, EM1 can automatically answer any question whose contents are contained within the documents.. Simply ask the tool a question and it will fetch relevant information across the agency’s documents, summarize that information, and cite which documents and pages it used to construct the answer.

Beyond retrieving information, an agency can also use any of their documents as a basis for building new products or other analyses. For example, if an EM wants to design an exercise, they could utilize their EOP as well as a recently published after action report from the EM1 Library, they could design an exercise based on their specific plan and takeaways/lessons learned from the after action. EMs have used the tool for other tasks like executive briefings, plans, policies, after actions, project proposals, and other document analyses like deconfliction, document comparison, or critical component analysis.

EM1 Library: The Industry's Knowledge, at your Fingertips
In addition to providing an AI-powered Assistant for an agency's own Knowledge Base, EM1 has also created the EM1 Library.

The Library is an only-of-its-kind collection of Emergency Management documents including doctrine, policy, resource guides, qualification standards, after action reports, and more. Critically, the Library is vetted by Emergency Management professionals: any resource included in the Library has been manually reviewed and published by a human.

In addition to documents curated by EM1, the system also allows EM1 clients the ability to share assets into the Library. These shared assets must also meet EM1's contribution guidelines and are reviewed by EM1's team.



Private Files
Beyond the combined assets of the Knowledge Base and EM1 Library, EM1 offers each individual the ability to upload private files. Private files are only accessible to the account that uploaded them.

With this functionality, users are able to bring confidential or draft documents into EM1 without those documents being shared across the entire agency.

Critical Safety Features

1. Closed Circuit
2. Obscured from AI training
3. Unlimited documents

4. Citations

Closed Circuit
During blue sky or grey sky, teams want confidence that they're acting from approved doctrine and documentation. Without meaningful configuration, current AI models available through the web aren't able to limit queries to a set of documents; or, if they do, they can't provide assurances that those documents won't be used for training (see further info on this below). Without these assurances, existing models will go out to the open internet and give the best answer they can find.

In contrast, the EM1 system is designed to be a closed circuit. The only documents it will ever reference and build an answer from are the ones that are uploaded to the knowledge base in the system. As a result, any answer that comes to the team using the Assistant is guaranteed to be from the knowledge base, which provides the confidence that they are operating from approved documents.

Obscured from AI training
One of the most important things about emergency management plans and documents is that they have sensitive information. Allowing that information to leak into AI training is unacceptable. The EM1 system is architected to ensure that doesn't happen, utilizing API-based paths to access models that ensure data cannot be used for training purposes.

Unlimited documents
When building institutional knowledge and memory within an organization, the more information the better. EM1's Assistant enables agencies to upload unlimited documents into their knowledge base, whether plans or after-action reports or IAPs from prior incidents. These documents can be uploaded by the customer and are automatically available for use in the Assistant.

Citations
Similar to the citations available in the Evaluation and Improvement module, any answer provided by the Assistant will provide citations to the specific document and even the specific sentence used to build that summary. This creates the confidence that answers being provided are driven from approved documentation and doctrine.

Technology Overview

A full technology and security Q&A can be made available upon request.

AI: RAG/LLMs

EM1 utilizes retrieval augmented generation (RAG) techniques to identify and summarize answers from the knowledge base. We use OpenAI's ecosystem of LLM models.

As referenced above, all interaction with OpenAI is via API. Based on their terms of service, any API-driven interaction is legally protected from training. More information on these terms if available here.

LLM Routing

EM1's technology contains an LLM Router, enabling any customer to utilize a different model at their preference. For example, if a customer prefers Anthropic, or, an open-source model, those can be configured.

Data Security + Encryption

All data and communications with the EM1 platform are contained with a customer's account. As a result, no identifiable information will ever be shared across the platform. All data is encrypted in transit and at rest.

Cloud Hosting

All EM1 production services utilize cloud hosting provided by Railway. EM1's code repositories are hosted on Github. Uploaded files are securely stored in Cloudflare R2.

About the Company

EM1 is a company made up of career Emergency Managers paired with Software Engineers.

Chief Planner: Emily Ruesch

Emily Ruesch is a certified Emergency Management Professional with over 15 years of experience in emergency management and public safety at the federal, state, and local levels. As the Chief Planner at EM1, she currently leads the company's plan development efforts with clients at the state and local level. She has previously served in various consulting roles advising emergency management clients at the federal level, and as the Preparedness Bureau Chief for the District of Columbia's Homeland Security and Emergency Management Agency (HSEMA). At DC HSEMA, she led the design and implementation of innovative preparedness strategies, including the modernization of the District's Emergency Operations Plan and coordination of multi-agency training and exercises.

Emily holds a B.A. in Economics and American Studies from Mary Washington College and a Master's in Security Studies from the Naval Postgraduate School's Center for Homeland Defense and Security. She is also certified in Lean Six Sigma, ITIL, and PROSCI Change Management.

Chief Emergency Manager: Thomas C. Sivak, MS, CEM®

Thomas C. Sivak is an experienced emergency management leader with over 20 years in public safety, disaster response, and resilience. As Chief Emergency Manager at EM1, he leads the integration of artificial intelligence into crisis response and operational planning, focusing on strategic planning, consequence management, resource coordination, and situational awareness. From 2022 to 2025, Tom served as FEMA Region 5 Administrator, overseeing disaster response across six Midwestern states and 36 federally recognized tribes. He directed responses to over 15 presidentially declared disasters, including Illinois's second-largest disaster and the East Palestine train derailment. He enhanced

operational readiness through innovative protocols, workforce expansion, and incident annexes for biological threats and power outages, while leveraging geospatial tools for situational awareness.

Tom also played a key role in preparing FEMA for the 2024 Republican and Democratic National Conventions. In Chicago, Tom updated the City Emergency Operations Plan, developed incident-specific annexes, and led the creation and validation of mass care and family assistance center plans. He managed operational planning for all special events and incidents citywide. Earlier roles include leadership positions in Cook County, Hamilton County (Indiana), and Indianapolis, where he planned major events like the 2012 Super Bowl and managed responses to significant incidents such as the 2011 Indiana State Fair Stage Collapse, Hurricane Maria evacuee reception, COVID-19 pandemic, and civil unrest. Tom is a Certified Emergency Manager, graduate of the Naval Post Graduate School's Executive Leaders Program, holds an M.S. in Public Service Leadership from DePaul University, and a B.A. from Marquette University. His career demonstrates a strong commitment to strategic and operational excellence in emergency management.

Customer Success Lead: Jeremy Bersin

Jeremy Bersin is a certified Emergency Management Professional with over 18 years of experience in state, local, and private sector emergency management and public safety. As the Customer Success Lead at EM1, he currently works with customers to optimize products into their workflows and ensure they align with their needs. He previously served as the Response Coordination Bureau Chief for the District of Columbia's Homeland Security and Emergency Management Agency (HSEMA). At DC HSEMA, he managed the agency's response to 100+ incidents and events, most notably 9 National Special Security Events and an air transportation accident. Prior to DC HSEMA, Jeremy held roles with Team Rubicon, Hagerty Consulting, the Massachusetts Institute of Technology, and Boston EMS. Jeremy attended leadership development programs at both the Naval Postgraduate School and Harvard University National Preparedness Leadership Initiative.

Founding Team: Tyler Felous and Gunnar Holwerda

Tyler Felous and Gunnar Holwerda, EM1's co-founders, bring over two decades of experience building and integrating technology into organizations. Their guiding principle and role in building technology is to listen first and translate the needs of their customer into practical, reliable, and easy to use solutions.

Tyler, EM1's CEO, built this expertise over the course of a decade founding and building his first company, Wisely, that developed 5 different application modules for the restaurant industry, eventually serving over 10,000 restaurant locations and millions of restaurant consumers. The system spanned deep technological integration, high stakes operational workflows, and elegant user experience that delighted end consumers. The company was sold in 2021 for nine figures.

Gunnar, EM1's CTO, has built software and led engineering teams for his entire career. He started his career as employee 30 at OpenSesame, where he quickly rose through the ranks to ultimately manage teams of engineers. When he departed, the company had more than 300 people. Gunnar is the architect of EM1's system, from infrastructure to end user implementation.

EM1 Technologies, Inc
Order Form

Quote Date: 5/20/26	**Quote Expiration:** 8/20/26
Customer: Jo Daviess County Emergency Management Agency	**Contact**: Michael Willis, EMC
Address: 1 Commercial Drive. Highway Dept Building, Suite 3. Hanover, IL 61041	**E-mail**: ema@jodaviesscountyil.gov

Description of EM1 Platform: Customer will be provided with the EM1 modules selected below

#	Description	Qty	List Price	Total
EM1-005	**Solo Plan:** EM1's Team Plan enables up to 1 team members unlimited monthly access to the EM1 modules selected below: **Assistant** AI-powered chatbot that grounds its answers the Customer Knowledge Base, EM1 Library, and Trusted Web. **Audit & Compliance Crosswalks** Evaluate any plan against custom or industry standard requirements, along with EM1's library of best practice plans. **Support & Success** Solo plan includes guided onboarding (1-hour live session), 30-day follow-up, monthly office hours, and standard break/fix ticketing.	**1**	**$3,600/yr**	**$3,600**
EM1-003	**Enhanced Success Credits** Beyond EM1's guaranteed Support and Success engagement outlined above, Enhanced Services enables Customer access to EM1 for white glove assistance, available in 10 hour bundles (on-site travel not included). Additional Paid Success Tiers are available upon request.			
			Total	**$3,600**

Initial Term Length: Twelve (12) months. Fees are payable annually in advance.

Service Capacity and Excess Usage Fees:

-

SAAS CUSTOMER AGREEMENT

This SaaS Customer Agreement ("**Agreement**") is entered into on this _____ day of _____, 2026, (the "**Effective Date**") by and between EM1 Technologies, Inc, a Delaware corporation with offices located at 1111B S Governors Ave STE 23972 Dover, DE 19904 ("**EM1**") and the customer listed above ("**Customer**"). This Agreement includes and incorporates the above Order Form, as well as the accompanying Terms and Conditions and Exhibits and contains, among other things, warranty disclaimers, liability limitations and use limitations. Each Party's acceptance of this Agreement was and is expressly conditional upon the other's acceptance of the terms contained in this Agreement to the exclusion of all other terms. EM1 and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

EM1 TECHNOLOGIES, INC	**Jo Daviess County Emergency Management Agency**
By:	By:
Name: Tyler Felous	Name:
Title: CEO	Title:

EM1 TECHNOLOGIES TERMS AND CONDITIONS

1. DEFINITIONS.

(a) "**Affiliate**" of any Person means any Person that controls, is controlled by, or is under common control with such Person. As used in the context of Affiliates, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or other interests, by contract or otherwise.

(b) "**Authorized Users**" means Customer's employees and contractors who have been authorized by Customer to access and use the EM1 Platform on Customer's behalf.

(c) "**Customer Data**" means, collectively, Knowledge Base Content and User Inputs.

(d) "**Documentation**" means EM1's user materials relating to the EM1 Platform, which may be provided by EM1 to Customer from time to time.

(e) "**EM1 IP**" means the EM1 Platform (including the Software), the Documentation, all technology (including source code, object code and all related algorithms) related thereto and all intellectual property or proprietary rights in the foregoing. For the avoidance of doubt, EM1 IP does not include Customer Data.

(f) "**EM1 Platform**" means the modules of EM1's hosted platform which are selected in the table set forth in the Order Form above.

(g) "**Knowledge Base Content**" means information, data or content that is provided by or on behalf of Customer to enable the EM1 Platform to generate outputs. Knowledge Base Content may include, without limitation, Customer's emergency preparedness plans, policies and procedures. Knowledge Base Content may include Public Content.

(h) "**Person**" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership or other entity.

(i) "**Public Content**" means data or content that is or has become publicly available through no action or fault of EM1.

(j) "**User Inputs**" means any thought, idea or request input into the EM1 Platform by an Authorized User.

2. ACCESS AND USE.

(a) Provision of Access. Subject to Customer's full compliance with all terms and conditions of this Agreement, EM1 hereby grants Customer a non-exclusive, non-transferable right to access and use the EM1 Platform during the Term, solely by Authorized Users, for Customer's internal use and in accordance with, to the extent provided to Customer, the Documentation. EM1 shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the EM1 Platform. EM1 may in its sole discretion, modify, enhance or otherwise change the EM1 Platform from time to time in its sole discretion; *provided*, that such changes will not materially limit or adversely affect the EM1 Platform provided to Customer hereunder.

(b) Use Restrictions. Customer shall not, directly or indirectly: (i) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to or attempt to discover the source code, object code or underlying structure, ideas or algorithms of the EM1 Platform or any software, Documentation or data underlying or related to the EM1 Platform ("**Software**"); (ii) copy, modify, translate, or create derivative works of the EM1 Platform or Software, in whole or in part; (iii) use or access the EM1 Platform or Software for timesharing or service bureau purposes or for any purpose other than for the internal benefit of Customer as set forth in this Agreement; (iv) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the EM1 Platform or Software; (v) remove any product identification, proprietary, copyright or other notices from the EM1 Platform or Software; (v) use the EM1 Platform or Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any Person, or that violates any applicable laws or regulations; (vi) use the EM1 Platform to build an application or product that is competitive with the EM1 Platform; (vii) represent that outputs from the EM1 Platform are human-generated when they are not; or (viii) permit any third party to do any of the foregoing. Customer will use commercially reasonable efforts to prevent any unauthorized use of the EM1 Platform or the Software, and will promptly notify EM1 of any unauthorized use that comes to Customer's attention and provide all reasonable cooperation to prevent and terminate such use.

(c) Reservation of Rights. Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual

property rights or other right, title, or interest in or to the EM1 IP. As between the Parties, EM1 retains all right, title and interest in and to the EM1 IP.

(d) Suspension. Notwithstanding anything to the contrary in this Agreement, EM1 may temporarily suspend Customer's and any Authorized User's access to any portion or all of the EM1 Platform if: (i) EM1 reasonably determines that (A) there is a threat or attack on any of the EM1 IP; (B) Customer's or any Authorized User's use of the EM1 IP disrupts or poses a security risk to the EM1 IP or to any other customer or vendor of EM1; (C) Customer, or any Authorized User, is using the EM1 IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) EM1's provision of the EM1 Platform to Customer or any Authorized User is prohibited by applicable law or (ii) in accordance with Section 7(a)(iii) (any such suspension described in sub-clause (i), or (ii) of this Section, a "**Service Suspension**"). EM1 shall use commercially reasonable efforts to provide prior notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the EM1 Platform following any Service Suspension. EM1 shall use commercially reasonable efforts to resume providing access to the EM1 Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. EM1 will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

3. CUSTOMER DATA. As between the Parties, all Customer Data is the sole and exclusive property of Customer and may be used by Customer for any purpose. Customer grants EM1 a nonexclusive, worldwide, royalty-free, sublicensable license to use, copy, reproduce, distribute, and make derivative works of Customer Data for the purpose of providing and improving the EM1 Platform and related services to Customer. Without limiting the foregoing, Customer acknowledges that its Knowledge Base Content will inform EM1's repository of emergency preparedness resources, which is used by EM1 to produce and evaluate emergency preparedness plans and other content for EM1's customers; *however*, in no event will EM1 disclose any Knowledge Base Content that can specifically identify Customer or any Person associated with Customer. For clarity, nothing in this Agreement will restrict EM1 from using or disclosing Public Content in any manner. Customer agrees to provide EM1 with all Knowledge Base Content that is reasonably requested by EM1 to provide the EM1 Platform to Customer. EM1 may collect, retain and use during and after the term of this Agreement, usage data that is derived from the operation of the EM1 Platform, including patterns identified through the use of the EM1 Platform and data regarding the performance of the EM1 Platform ("**Usage Data**"), which such Usage Data will not contain Customer Data. EM1 is free to use Usage Data for any lawful purpose, including to develop and improve the EM1 Platform.

4. SERVICE LEVELS AND SUPPORT. Subject to the terms and conditions of this Agreement, EM1 shall use commercially reasonable efforts to make the EM1 Platform available in accordance with the service levels set out in **Exhibit A** and to provide the support as contemplated therein.

5. DATA SECURITY. EM1 will maintain commercially reasonable administrative, physical and technical safeguards for the EM1 Platform to protect against the accidental or unauthorized access, use, alteration or disclosure of Customer Data properly uploaded to, or ingested by, the EM1 Platform and processed or stored on a computer and/or computer network owned or controlled by EM1 in connection with the EM1 Platform. EM1 will notify Customer within 24 hours of becoming aware of any security event or incident that directly impacts the confidentiality, integrity, or availability of Customer's data.

6. CUSTOMER RESPONSIBILITIES.

(a) General. Customer is responsible and liable for all uses of the EM1 Platform and Documentation resulting from access provided by EM1, including all acts and omissions of Authorized Users. Customer shall make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized Users' use of the EM1 Platform, and shall cause Authorized Users to comply with such provisions.

(b) Customer Data. Customer is responsible for the accuracy, completeness, quality, legality, appropriateness, reliability, intellectual property ownership or rights regarding the use of the Customer Data (including complying with all applicable laws, rules or regulations applicable to the Customer Data). In addition, Customer is responsible for making back-ups of Customer Data and that the EM1 Platform is not intended to be the sole repository of any Customer Data. EM1 is not responsible for verifying the accuracy or completeness of any Customer Data and is also not responsible for any inaccuracies or other errors in any outputs from the EM1 Platform. Outputs from the EM1 Platform are not intended to be used without human-level review. Customer is responsible for reviewing and confirming the accuracy and appropriateness of all outputs from the EM1 Platform.

(c) Third Party Services. Customer acknowledges and agrees that (i) the EM1 Platform may operate on, with or using services operated or provided by Customer or third parties (e.g., other technology systems or vendors of Customer) ("**Third Party Services**"), (ii) the availability and operation of the EM1 Platform or certain portions thereof may be dependent on the performance of such Third Party Services, and (iii) Customer's failure to provide adequate access to such Third Party Services may result in an interruption or unsatisfactory performance of the EM1 Platform.

EM1 does not make any representations or warranties with respect to Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

7. FEES AND PAYMENT.

(a) Fees. Customer shall pay EM1 the fees ("**Fees**") as set forth in the Order Form without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the Order Form. If Customer's use of the EM1 Platform exceeds the service capacity set forth on the Order Form, Customer will be invoiced at the end of each calendar month for the excess usage over the service capacity at the rates set forth in the Order Form. If Customer fails to make any payment when due, without limiting EM1's other rights and remedies: (i) EM1 may charge interest on past due amounts at a rate of 1.5% per month or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse EM1 for all costs incurred by EM1 in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 10 days or more, EM1 may suspend Customer's and its Authorized Users' access to any portion or all of the EM1 Platform until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on EM1's income.

8. CONFIDENTIAL INFORMATION; FEEDBACK.

(a) Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) publicly available; (b) rightfully known to the receiving Party on a non-confidential basis; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, or reference to, the Confidential Information of the disclosing Party. All non-public information regarding the EM1 Platform and Software constitutes the Confidential Information of EM1. The receiving Party shall not disclose the disclosing Party's Confidential Information to any Person, except to the receiving Party's employees, consultants, agents or representatives who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (such Persons, its "**Representatives**"). In addition, and except as permitted herein, the receiving Party shall not use the Confidential Information of the disclosing Party except as necessary to exercise its rights or perform its obligations hereunder. The receiving Party shall be responsible for any unauthorized access, use or disclosure of the disclosing Party's Confidential Information by the receiving Party's Representatives. Each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. All Confidential Information disclosed pursuant to the preceding sentence will remain subject to the confidentiality and non-use obligations contained herein for all purposes other than such permitted disclosure. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and, at the disclosing Party's request, certify in writing that such Confidential Information has been destroyed. Each Party's confidentiality obligations with regard to Confidential Information are effective as of the Effective Date and will survive expiration or termination of this Agreement.

(b) Feedback. Customer or any of its Authorized Users may send or transmit any communications or materials to EM1 by mail, email, telephone, or otherwise, suggesting or recommending changes to the EM1 Platform, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"). In such case, Customer shall, and hereby does, grant to EM1 a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose.

9. WARRANTIES AND DISCLAIMERS.

(a) Mutual. Each Party represents and warrants that (i) it is duly organized, validly existing, and in good standing under the laws of the state of its organization; (ii) it has the necessary organizational power and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights granted to the other Party herein; (iii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and

duties hereunder do not and will not violate any other agreement to which such Party is a party or by which it is otherwise bound; and (iv) it and its performance hereunder will comply with all applicable laws and regulations.

(b) EM1. EM1 warrants that it will not knowingly include, in the EM1 Platform provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including those known as disabling devices, trojans, or time bombs, that intentionally disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data.

(c) Disclaimers. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 9, THE EM1 PLATFORM IS PROVIDED "AS IS" AND EM1 HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EM1 SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9, EM1 MAKES NO WARRANTY OF ANY KIND THAT THE EM1 PLATFORM, OR ANY RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, ARE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR ARE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. WITHOUT LIMITING THE FOREGOING, EM1 PROVIDES NO WARRANTY OR GUARANTEE THAT ANY SYSTEM OUTPUT IS ACCURATE, COMPLETE OR ERROR-FREE. THE ACCURACY AND EFFECTIVENESS OF THE SYSTEM OUTPUT DEPENDS ON THE KNOWLEDGE BASE CONTENT THAT IS PROVIDED BY CUSTOMER, AND CUSTOMER IS SOLELY RESPONSIBLE FOR THE CONTENTS OF ALL KNOWLEDGE BASE CONTENT. EM1 DOES NOT GUARANTEE THAT THE EM1 PLATFORM WILL IMPROVE THE SPEED OR EFFICACY OF CUSTOMER'S EMERGENCY RESPONSE OPERATIONS. CUSTOMER ACKNOWLEDGES AND AGREES THAT, AS BETWEEN THE PARTIES, CUSTOMER IS SOLELY RESPONSIBLE FOR ITS EMERGENCY RESPONSE OPERATIONS, AND EM1 IS NOT RESPONSIBLE FOR DAMAGE TO PERSONS OR PROPERTY (OR LOSS OF LIFE) IN CONNECTION THEREWITH.

10. INDEMNIFICATION.

(a) EM1 Indemnification. EM1 shall indemnify, defend, and hold harmless Customer from and against any and all out of pocket losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the EM1 Platform infringes or misappropriates such third party's U.S. patents, copyrights, trademarks or trade secrets; *provided,* that Customer promptly notifies EM1 in writing of the claim, cooperates with EM1, and allows EM1 sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit EM1, at EM1's sole discretion, to (i) modify or replace the EM1 Platform, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use of the EM1 Platform in the manner permitted in this Agreement. If EM1 reasonably determines that neither alternative is reasonably available, EM1 may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer and refund Customer all prepaid but unused fees for the remainder of the then-current Term. The first sentence of this Section 10(a) will not apply with respect to portions or components of the EM1 Platform (V) not created by EM1, including but not limited to Customer Data or Third-Party Products; (W) that are modified by anyone other than EM1 where the alleged infringement relates to such modification; (X) combined with other products, processes or materials where the alleged infringement relates to such combination; (Y) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement or (Z) where Customer's use thereof is not strictly in accordance with this Agreement and all Documentation.

(b) Sole Remedy. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND EM1'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE EM1 PLATFORM INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. LIMITATIONS OF LIABILITY.

(a) Indirect Liabilities. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (I) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (II) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (III) LOSS OF GOODWILL OR REPUTATION; (IV) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (V) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER EM1 WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

(b) Direct Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO EM1 UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(c) Exclusions. THE FOREGOING LIMITATIONS IN THIS SECTION 11 SHALL NOT LIMIT (I) A PARTY'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 10; (II) DAMAGES ARISING IN CONNECTION WITH A PARTY'S FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; OR (III) DAMAGES ARISING IN CONNECTION WITH A PARTY'S MISAPPROPRIATION OR OTHER UNAUTHORIZED USE OF THE OTHER PARTY'S TECHNOLOGY.

12. TERM AND TERMINATION.

(a) Term. The initial term of this Agreement (the "**Initial Term**") begins on the Effective Date and lasts for the duration of the Initial Term Length set Forth in the Order Form. This Agreement and each Order Form entered into hereunder will automatically renew for successive one (1) year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least 30 days prior to the expiration of the then-current term. EM1 may increase the subscription prices for any Renewal Term by providing written notice to Customer at least sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable.

(b) Termination. In addition to any other express termination right set forth in this Agreement: (i) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach and (ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (W) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (X) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (Y) makes or seeks to make a general assignment for the benefit of its creditors; or (Z) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the EM1 IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the EM1 IP and certify in writing to EM1 that the EM1 IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

(d) Survival. This Section 12(d) and Sections 1, 2(c), 6, 7, 8, 9(c), 10, 11, and 13 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. MISCELLANEOUS.

(a) Entire Agreement. This Agreement, together with the Order Form and any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo. Notwithstanding the foregoing, Customer shall not be excused from its payment obligations as a result of the occurrence or persistence of a force majeure event.

(d) Relationship of the Parties. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.

(e) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

(h) Construction. As used in this Agreement, all terms used in the singular shall be deemed to include the plural, and vice versa, as the context may require. The words "hereof," "herein" and "hereunder" and other words of similar import refer to this Agreement as a whole, as the same may from time to time be amended or supplemented in accordance herewith, and not to any subdivision contained in this Agreement. The word "including" when used herein is not intended to be exclusive and means "including, without limitation." Any reference to a Person shall include that Person's successors and assigns or to any Person succeeding to that Person's functions. All references in this Agreement to "Sections" and "Exhibits" refer to the sections and exhibits of this Agreement. Where a date or time period is specified, it will be deemed inclusive of the last day in such period or the date specified, as the case may be. Words, obligations, representations, restrictions, rights, remedies or other matters connected by the word "or" are not exclusive of one another, unless expressly stated otherwise.

(i) Publicity. During the term of this Agreement, EM1 may include Customer's name and logo in its marketing materials and customer lists, including on its website. To the extent Customer provides standard trademark usage guidelines, EM1 shall use Customer's name and logo in accordance with the guidelines. In addition, Customer will cooperate with EM1 with respect to a mutually agreed joint press release.

(j) Relationship of the Parties. For all purposes under this Agreement, each Party will be and act as an independent contractor of the other and will not bind or attempt to bind the other to any contract, and nothing contained herein shall be deemed to constitute either Party as an employee, partner, joint venturer, or agent of the other Party. NOTWITHSTANDING ANY DUTY (INCLUDING ANY FIDUCIARY DUTY) THAT MAY OTHERWISE EXIST AT LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMITTED BY LAW, (I) NO PARTY SHALL HAVE A FIDUCIARY DUTY TO ANY PERSON BOUND BY THIS AGREEMENT, AND (II) THE SOLE DUTIES, IF ANY, OF EACH PARTY TO THIS AGREEMENT AND ITS RESPECTIVE AFFILIATES TO ANY PERSON BOUND BY THIS AGREEMENT SHALL BE LIMITED TO THE CONTRACTUAL DUTIES IMPOSED BY THIS AGREEMENT.

(k) Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, except that either Party may assign this Agreement without consent of the other Party to its successor in interest pursuant to a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to which this Agreement relate. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. For clarity, the foregoing shall not restrict or otherwise limit EM1's ability to subcontract portions of the EM1 Platform to its vendors, including its cloud hosting provider.

(l) Export Regulation. The EM1 Platform utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the EM1 Platform or the underlying software or technology to, or make the EM1

Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the EM1 Platform or the underlying software or technology available outside the US.

(m) US Government Rights. Each of the Documentation and the software components that constitute the EM1 Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the EM1 Platform and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(n) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the additional case for Customer, Sections 2(b) would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(o) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[*Exhibits Follow*]

EXHIBIT A

SERVICE LEVELS AND SUPPORT

Support

EM1 will maintain a support center ("**Support Center**") staffed with personnel who possess the appropriate education, experience, skills and training required to resolve any ordinary course problems related to the use of the EM1 Platform. The Support Center will be available to Customer eight (8) hours a day, five (5) days from Monday to Friday during EM1's normal business hours. EM1 will receive and respond to reports of problems by telephone at (301) 507-2313, or by email transmission at support@em1.com.

Scheduled Maintenance Window

EM1 reserves the right to perform routine maintenance on the Services during a scheduled maintenance window occurring each week from Saturday at 8:00 PM ET to Sunday at 8:00 AM ET ("Scheduled Maintenance Window").

EM1 will provide Customer with no less than five (5) business days' advance written notice of any maintenance expected to result in service downtime or disruption during the Scheduled Maintenance Window. Such notice will include the expected duration and nature of the impact on the Services.

Customer acknowledges that maintenance performed during the Scheduled Maintenance Window with proper notice shall not be considered a breach of service level commitments.

Service Levels

As further described below, EM1 will use commercially reasonable efforts to provide Customer with 99% availability to the EM1 Platform (the "**Platform Availability**").

If the EM1 Platform becomes substantially unavailable to Customer due to defects with the EM1 Platform, EM1 will respond to Customer (i) within eight (8) hours from Customer's notification to EM1 of such unavailability, if during EM1's normal business hours, or (ii) within eight (8) hours of the start of the next business day, if outside of normal business hours. The Platform Availability will be measured on a monthly basis, with all hours weighted equally, but the Platform Availability measurement will exclude reasonable scheduled downtime for system maintenance as well as any downtime or performance issues resulting from third party connections, services or utilities or other reason beyond EM1's control (including force majeure events described in Section 13(c) of the Agreement), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within EM1's possession or reasonable control, and denial of service attacks).

If the EM1 Platform is unavailable to Customer due to defects with the EM1 Platform beyond the Platform Availability metric, then, as Customer's sole and exclusive remedy (and EM1's sole liability), EM1 will provide Customer a credit for the subsequent EM1 Platform billing cycle as follows:

Availability	**Credit (calculated as a percentage of monthly fees)**
97% – 99%	5%
90% - 97%	10%
< 90%	20%

In order to receive downtime credit, Customer must notify EM1 support within seventy-two (72) hours of discovering the outage, and failure to provide such notice will forfeit the right to receive downtime credit. All credits provided hereunder are nonrefundable. If Customer elects not to renew the Agreement, such that the above credit cannot be applied, Customer will have the option to receive up to one free month of EM1 Platform as its sole remedy in lieu of such credit.

* * * *

JO DAVIESS COUNTY ADMINISTRATOR
330 North Bench Street
GALENA, ILLINOIS 61036
Tele: 815-777-6557 Fax: 815-777-0458
Email: countyadministrator@jodaviesscountyil.gov

Date: June 2026
To: Law & Courts Committee, County Board
From: County Administration
Subject: Law Library Relocation and Temporary Assignment of Room 223

Overview
This memo provides an update on the relocation of the Law Library and the interim use of Room 223 for the part-time court reporter. The actions taken reflect both security considerations and the need to maintain operational continuity while a more suitable long-term solution is identified.

Permanent Relocation of the Law Library and e-Filing Computer Terminal
The Law Library/e-Filing computer has been permanently relocated to the existing first-floor computer kiosk. This decision is based on the need to ensure secure, monitored access to legal research resources. The first-floor location provides continuous visibility, proximity to staffed areas, and existing camera coverage, which collectively enhance the security of the equipment and the integrity of public access.

This relocation maintains statutory access to legal research tools while reducing the risk of misuse or tampering.

Temporary Housing of the Court Reporter in Room 223
Room 223 will serve as the temporary workspace for the part-time, rotating court reporter. This assignment is not permanent and is intended only to bridge the gap until a more appropriate long-term solution is approved and implemented.
To support this temporary use, the County will:

- Replace the lock on Room 223
- Update the room and hallway signage

All associated expenses will be paid from the Law Library Fund, as permitted for expenditures that support continuity of legal research access and related facility adjustments.

Next Steps Toward a Long-Term Solution
The County is actively evaluating Room 224 as a potential permanent location for the court reporter. However, the room contains State-owned equipment that cannot be moved or reconfigured without State approval. The County will pursue the necessary authorization and assess the feasibility of this option.

If Room 224 is not approved, additional alternatives will be reviewed to ensure the court reporter is ultimately placed in a space that meets privacy, security, and operational needs.

Conclusion
This approach balances security, public access, and operational practicality. The Law Library is now in a secure, monitored location, and the court reporter has a functional temporary workspace while the County works toward a more suitable long-term solution.

JO DAVIESS COUNTY

Law Enforcement & Courts Committee

ITEM REPORT

Item: VI.B.

To:
From: Michael Willis, EMA Director
Meeting Date: July 9, 2026
Department/Office: EMA
Item Name: Discussion and possible action to recommend approval of an Illinois Emergency Management Mutual Aid System (IEMMAS) Intergovernmental Agreement for the purpose of coordinating resource deployment with participating Illinois counties during emergencies, disasters, and special events

Summary:
This would be a mutual aid agreement with the counties across the state. We currently operate under a handshake agreement of sharing equipment and personnel with other counties. This would make that agreement more formal. This overseeing organization was created to oversee the mutual aid agreement so that the organization can apply for funding to cover the cost of maintenance, new equipment, and education.

Recommended Action:

Budget:

Attachments:
1. IEMMAS Agreement

Illinois Emergency Management
MUTUAL AID SYSTEM
AGREEMENT

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

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

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

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

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. During such situations, one Member Unit's personnel and equipment may be called

upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also “Agreement”): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.

B. "Unit": (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.

C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.

D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.

E. "Emergency": Any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.

F. "Disaster": An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or any other calamity.

G. “IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.

H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.

I. “IEMMAS Board”: The governing body of IEMMAS shall be comprised of elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.

J. "Special Event": Any non-routine event, that places a strain on any Member Unit’s

resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.

K. “Emergency Management Coordinator”: Means the Emergency Management Coordinator or agency head of a Unit, or their designee.

L. “Emergency Management Staff”: includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.

M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.

N. “Initial Governing Board”: The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.

O. “Public Agency”: A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).

P. “IEMMAS Regional Directors”: The elected members of the Governing Board, representing the IEMMAS Regions.

SECTION THREE

Authority and Action to Effect Mutual Aid

The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual Aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the

Requesting Unit;

3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and

4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

SECTION FOUR

Compensation for Aid

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, state, or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid, equipment expenses, Emergency Services, and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge because the administrative

requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. Third Party Reimbursement. – Expenses for Emergency Services recovered from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the third party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Intrastate Emergency Management Agency Tasking. Expenses recovered related to a response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that

such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

SECTION FIVE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, or drone liability. The obligations of

this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the jurisdiction. To the extent permitted by governing law, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SIX

Jurisdiction Over Personnel, Equipment, and Assets

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If a person from an Aiding Unit is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator.

The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

If, for any reason, an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Agreement and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

SECTION SEVEN

Liability

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Management Staff, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold all other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall

be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

SECTION NINE

Effectiveness

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

SECTION TEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor of entity

which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

SECTION ELEVEN

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

SECTION TWELVE

Notices

Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class US mail postage prepaid to the head of the governing body of the participating Member Unit.

SECTION THIRTEEN

Governing Law

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

SECTION FOURTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION FIFTEEN

IEMMAS Board

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as "IEMMAS"). IEMMAS that shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "IEMMAS Board."

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of

the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.

B. The President of IESMA, or their designee, will hold a permanent, and non-

elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

SECTION SIXTEEN

Duties of the IEMMAS Board

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION SEVENTEEN

Rules and Procedures

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of

Illinois.

SECTION EIGHTEEN

Revocation of Prior Agreements

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2025, shall be the date set forth next to the signature of that new Member Unit.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF,

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. A certified copy of the approving ordinance, resolution or authority, along with the executed Agreement is included and shall be sent to the IEMMAS Board.

In Witness Whereof, the Signatory Public Agency designated below enters into this agreement with all other Signatory Public Agencies who have signed or will sign this agreement pursuant to legal authorization granted to is under the Constitution of the State of Illinois (III. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency

_____
Public Agency Name

By: _____
Legally Authorized Agent

Printed Name: _____

Title: _____

Date: _____

State of Illinois)
) ss
County of _____)

_____, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the agreement in its entirety, that the entity shown above the "Public Agency Name" line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

R2026-

JO DAVIESS COUNTY, ILLINOIS

A RESOLUTION AUTHORIZING PARTICIPATION AS A MEMBER IN THE ILLINOIS EMERGENCY MANAGEMENT MUTUAL AID SYSTEM RESPONSE PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF A MUTUAL AID INTERGOVERNMENTAL SERVICE AGREEMENT

WHEREAS, the Jo Daviess County Board has long since, pursuant to Ordinance, established an Emergency Management Agency/Emergency Services and Disaster Agency of the Local Jurisdiction Board pertaining to appropriate functions in the case of an emergency; and

WHEREAS, it is recognized that at any given time emergency situations may occur that are beyond the capacities of the Jo Daviess County Emergency Management Agency/ Emergency Services and Disaster Agency to deal effectively with in terms of personnel, equipment and material resources; and

WHEREAS, in adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement the Jo Daviess County Board, as one of the Members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel, equipment or material resources to the requesting member jurisdiction as situations allow; and

WHEREAS, said Service Agreement is authorized by the Illinois Emergency Management Act, Section 3305/13 and pursuant to the Ordinances of the Jo Daviess County Board allowing for the participation in various mutual aid agreements; and

WHEREAS, it is in the best interest of the Jo Daviess County Board to provide as much as possible for assistance to the residents of the Jo Daviess County and other Members of said Mutual Aid Service Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF JO DAVIESS COUNTY, ILLINOIS, THAT:

Section 1: That the above and foregoing recitals are incorporated as findings of fact in this Resolution.

Section 2: That the Jo Daviess County Board, a body politic, may participate as a Member of the Illinois Emergency Management Mutual Aid System pursuant to that certain Mutual Aid Intergovernmental Service Agreement which is attached to this Resolution hereto and incorporated herein and identified as “Exhibit A”.

Section 3: That the County Board Chairman be and is hereby authorized to execute, on behalf of the Jo Daviess County Board said Agreement and that the Jo Daviess County Clerk is authorized to attest to said Agreement.

PRESENTED, APPROVED AND ADOPTED by the Jo Daviess County Board on this 14th day of July, 2026.

_____ Attest: _____

LaDon Trost
Chairperson, Jo Daviess County Board

Dana Timmerman
County Clerk

Ayes: _____ Nays: _____ Absent: _____ Abstain: _____

R2026-

JO DAVIESS COUNTY, ILLINOIS

A RESOLUTION AUTHORIZING PAYMENT OF A FY2026 MANDATORY ACCELERATED PAYMENT TO THE ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF) FROM THE CONTINGENCY FUND (016) TO BE REIMBURSED IN FY2027 FROM THE MUNICIPAL RETIREMENT FUND (013)

WHEREAS, Public Act 97-0609 requires Illinois Municipal Retirement Fund (IMRF) employers to pay the portion of the present value of a pension attributable to earnings increases within the final rate-of-earnings period that exceed the greater of 6% or 1.5 times the increase in the CPI-Urban; and

WHEREAS, on April 2, 2026, Jo Daviess County received an invoice from IMRF in the amount of $ 86,236.50 for a mandatory accelerated payment; and

WHEREAS, the FY2026 IMRF Fund (013) budget appropriated $71,000.00 for accelerated payments, and

WHEREAS, one accelerated payment has already been received and paid, leaving $33,744.34 remaining; and

WHEREAS, IMRF allows accelerated payments to be made within 90 days without interest, and the remaining balance of $52,492.16 exceeds the amount appropriated in the FY2026 IMRF Fund (013) budget; and

WHEREAS, the Contingency Fund (016) exists to cover unanticipated expenses incurred by County departments and offices, and expenditures or temporary loans from this Fund require County Board approval and shall be reimbursed within the fiscal year expended or the subsequent fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF JO DAVIESS COUNTY, ILLINOIS, THAT:

Section 1: Payment of a mandatory accelerated payment to IMRF in the total amount of **$52,492.16** is hereby approved.

Section 2: Said payment shall be made from the following funds and line items:

a) $33,744.34 from the IMRF Fund (013), line item 013-48117-431 Retirement Contribution

b) $52,492.16 from the Contingency Fund (016), line item 016-49197-905 Miscellaneous Expense

Section 3: In FY2027, the IMRF Fund (013) shall reimburse the Contingency Fund (016) in the amount of $52,492.16 through an interfund transfer from line item **013-48117-990 Interfund Transfer** to line item **016-39939 Transfer from Municipal Retirement Fund.**

PRESENTED, APPROVED AND ADOPTED by the Jo Daviess County Board on this 14th day of July, 2026.

_____ Attest: _____

LaDon Trost
Chairperson, Jo Daviess County Board

Dana Timmerman
County Clerk

Ayes: _____ Nays: _____ Absent: _____ Abstain: _____

County of Jo Daviess
Office of the State's Attorney

Chris Allendorf, State's Attorney

To: Angie Kaiser, County Administrator
From: Chris Allendorf, State's Attorney
RE: Memorandum in Support of Creation of New Position – Executive Specialist
Date: 6/9/2026

Dear Angie,

This memorandum shall serve as supporting information for my request to create a new job classification – Executive Specialist - within the State's Attorney's Office (SAO). The creation of this position has been discussed internally within my office and all, including the internal candidate we have identified, agree that this new position is a necessary response to operational challenges facing our office, as well as to keep a qualified person in that role and ensure they are more fairly compensated for the increased responsibility.

One task (and legal requirement) in particular that has become more technical and challenging for this office within the last several years is that of disclosure of discovery. Every prosecutor's office is required by U.S. Supreme Court caselaw, State Supreme Court caselaw, and state statute to comply with disclosing all "discovery" materials to a defendant and/or their attorney

Items considered by courts as discovery materials are too numerous to even attempt to list, but include things like the following: documents/emails, reports, videos (including body and dash camera), statements, etc. Whether or not our office is even in possession of items constituting discovery, which investigating agencies should be turning over as a matter of course, is not even relevant to a court's consideration of whether full discovery has been tendered to the defense.

Put simply, the obligation of the State (which includes local law enforcement agencies as well as the State's Attorney's Office) in providing discovery is that if something exists, whether it is ultimately deemed relevant or not, the State is required to provide it to the defense as part of discovery whether it is in the prosecutor's possession or not. The sanctions for not doing so can be severe, including dismissal of a case with prejudice by the presiding judge.

The reality of fulfilling our discovery obligations has become more complex with the increased use of technology in law enforcement. In our rural county, we have different agencies using different vendors for cameras, report software, and other functions. That means there is no central repository for these items that fall under discovery. SAO staff spends a significant

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Phone (815) 777-0109 Fax (815) 777-3203

County of Jo Daviess
Office of the State's Attorney

Chris Allendorf, State's Attorney

amount of time trying to coordinate with agencies to ensure we have everything of theirs that qualifies as discovery.

It is imperative that we have a position within the office to act as our "point-person" as a single point of contact within our office for all discovery-related matters, including tracking down items that are not in our possession. While the responsibilities of providing complete discovery are on all agencies, not just the prosecutor's office, the SAO needs a designated discovery person within our office.

Accordingly, I am requesting a higher position classification and increased salary compensation for the important responsibility that such a job duty would entail. Specifically, I am requesting that the Executive Specialist position be created at a Grade 9. It would be my intent for our current Executive Secretary (Grade 8) to move into the new position. Additionally, I am requesting that the compensation for our current Executive Secretary be increased $2.37/hr., which would reflect the difference between a new hire at Grade 8 and Grade 9. This money would come from my part-time budget – 001-42134-403.

I appreciate your consideration of this matter. Please do not hesitate to reach out with any questions or further information.

Sincerely,

Chris Allendorf, State's Attorney

Jo Daviess County Courthouse, 330 North Bench Street, Galena, Illinois 61036
Phone (815) 777-0109 Fax (815) 777-3203

JO DAVIESS COUNTY, ILLINOIS

NON-REPRESENTED EMPLOYEE CLASSIFICATION/COMPENSATION PLAN AND PERFORMANCE MANAGEMENT/EVALUATION/MERIT PAY POLICY

1. Non-Represented Classification and Compensation Plan

The County's intent is to maintain a position classification and compensation system that complies with federal and state laws, establishes fair and equitable compensation relationships with the organization, reflects relevant market conditions outside the organization and is maintained in accordance with best business practices (See Attachment A).

a. New Hire Employees

New hire employees entering County service will start their employment at the minimum wage rate provided in the County's pay grade schedule for their job classification.

b. Reclassification/Promotion/Transfer/Demotion

- If an employee is promoted or the position has been reclassified to a higher grade and their current rate of pay is lower than the starting wage for the higher grade, the employee will move to the starting wage in the new higher grade. If the employee is currently making more than the starting wage of the new higher grade, the employee shall receive an increase in pay of $1.50 per hour, effective on date of promotion.
- Employees that transfer from/to an existing position in the same pay grade level will stay at the same pay rate.
- Employees that accept a voluntary demotion from/to an existing position will move to the new pay grade level with a rate of pay determined by the Department Head/Elected Official, effective on the date of demotion.

c. New Hire Employee/Former Employees: Rehired

New hire employees or former employees who have been rehired or employees promoted/voluntarily demoted to a new pay grade level shall be eligible for a merit pay increase provided they have:

- Successfully completed their trial or probationary period and certified to regular employment status (normal probationary period is (6) months from the employee's date of hire, rehire or promotion) and
- A hire date or promotion/voluntary demotion date between December 1 and May 31 of the year prior to the year of the effective date of the pay increase, or
- If the hire date, promotion date or voluntary demotion date is between June 1 and November 30, the employee shall be eligible for a merit pay increase if and when the employee successfully completes their trial or probationary period, effective date of pay increase shall be the day the employee successfully completes the trial or probationary period, but not sooner than six (6) months from the employee's hire date, promotion date, or voluntary demotion date.

d. Classification of a New Position

A request for the creation of a new position may be initiated by a Department Head/Elected Official or by the County Administrator and may occur throughout the year as positions are created. The definition of a new position is the creation of a position that has never existed before, performing duties that are completely new to the county.

A request for new classification consideration must be in writing and include:

- New Position Classification Review Request Form (See Attachment B), and

- A new Position Description prepared by the Department Head/Elected Official and/or the County Administrator in the approved County format. The new Position Description will be submitted to the Personnel Review Committee for discussion and a possible recommendation for placement of the position on the County's pay grade structure to the Executive Committee. The Executive Committee will determine whether or not to make a recommendation to the County Board for formal approval and adoption.

e. Classification of a Changed Position

In the event a position is created by a combination of duties previously assigned to different positions, this shall constitute a new classification and shall be required to be submitted by a Department Head/Elected Official or by the County Administrator in the same manner as a new classification on or before June 1st. Changes in duties may be from substantial, immediate reassignment of duties due to reorganization, or may be the result of a logical and gradual change of responsibilities over a period of time.

To be considered for a change in classification, changes should be stable and typically should have been in effect for at least six months preceding the reclassification request so that it is clear that the changes that exist are likely to remain for some period of time. Changes to classifications will not be considered for temporary changes in duties.

f. **Seniority Recognition Adjustments**

Seniority recognition adjustments may be applied as a one-time increase to base when the years of service are attained to maintain internal equity among long-tenured employees. These adjustments are not steps, are not automatic, and do not replace merit increases.

- 10 years of service: $1,000
- 15 years of service: $1,500
- 20 years of service: $2,000
- 25 years of service: $2,500
- 30 years of service: $3,000

2. Performance Management, Annual Evaluation, and Employee Merit Pay

Performance management is a way to ensure efficient and effective use of Jo Daviess County work force and will include staff development, performance evaluations and merit pay. A fundamental premise of an equitable pay system is that it is built upon a sound and valid performance evaluation system that is perceived as being fair, equitable, measurable, and objective.

a. Staff Development

Employees should be provided effective education and training in such cases when it would result in better organizational and individual performance.

b. Performance Evaluation

A performance evaluation provides feedback on an employee's performance and may be used for the following purposes: create a development plan; set organization and individual goals; and a base for pay increases.

- ***Annual Performance Review***

  A performance evaluation shall be completed annually for all Jo Daviess County employees except elected officials. This policy no longer applies to the Jo Daviess County Health Department. Resolution R2017-57 removed the Health Department from the previous compensation plan, effective December 15, 2017. Performance evaluations shall be completed each year using the Jo Daviess standard "Jo Daviess County Employee Performance Evaluation" form (See Attachment C)

and completed no later than November 15th.

i. Should the probationary period review fall within 30 days of the annual evaluation, if an employee is meeting expectations, a second performance evaluation is not necessary.
ii. Employees will be evaluated on the following: quality/quantity of work; attitude, teamwork and communication; compliance with rules and expectations; and judgment and problem solving.
iii. First line supervisors and department heads/managers will also be evaluated on county-wide core competencies.
iv. The employee and his/her Evaluator will meet to discuss the individual and overall ratings and any other comments and observations that are contained on the Performance Evaluation Form. The Form is signed by both, indicating that the Performance Evaluation was mutually reviewed, but not necessarily agreed upon.
v. The last page of the Performance Evaluation Form for employees is filed with the County Administrator to determine that the review is complete and are within the approved budgetary guidelines.
vi. Processing - The responsible Department Head prepares a personnel action report (PAR) for each employee approved for a merit pay increase (See Attachment D). The responsible Department Head signs the PAR and sends it to the County Administrator for review. The County Administrator signs the PAR and submits it to the Chief Deputy County Clerk. After inputting the new wage information into the County's payroll system, the Chief Deputy County Clerk signs the PAR and returns a copy to Department Head.
vii. Any salary increases resulting from this policy shall be implemented effective December 1st of each year.

- ***Probationary Period Review***
  A written Performance Evaluation shall be completed prior to the completion of an employee's six-month trial period. The employee's Evaluator shall initiate this Performance Evaluation thirty (30) calendar days before the expiration of the employee's trial period. An evaluation can be done at any time during an employee's trial period, should the Department Head/Elected Official deem it necessary.
- ***Responsibility for Evaluation***
  i. It is the responsibility of appointed Department Heads and Elected Officials (or their designee) to ensure that performance evaluations are completed for all employees.
  ii. The County Administrator is responsible for the performance evaluation of all appointed Department Heads, except the Health Department Administrator.
  iii. The County Board Chair is responsible for the performance evaluation of the County Administrator.
- ***Action on Unsatisfactory Ratings (Overall ratings less than 2)***
  i. If an employee's Performance Evaluation indicates that he/she is not performing his/her work satisfactorily, the employee may develop an individual improvement plan with the goal of attaining satisfactory performance. Although the employee's Evaluator may assist in the development and conduct of an individual improvement plan, the principal burden for performance improvement lies with the employee.
  ii. In cases where an employee's Performance Evaluation is unsatisfactory, a follow-up review must be scheduled every 30 days for three months after such unsatisfactory Performance Evaluation. If the employee does not demonstrate reasonable progress toward reaching satisfactory performance, disciplinary action may be considered up to and including termination.

c. Merit Pay System

Merit pay is a raise in pay based on a set of criteria set by the employer and individual achievement of

certain ratings. Merit pay involves the use of a performance evaluation and includes a meeting with the employee to discuss the employee's performance during a certain period of time. The County Board may appropriate funds in the Annual Budget to be used for merit increases. When funds are budgeted, such funding shall be allocated by department in proportion to the number and salaries of the employees in each department included in the performance evaluation system. The total amount of merit pay increases may not exceed the overall amount of money budgeted for such purpose and allocated to each department.

- Employees must receive a performance evaluation that "meets expectations" to be considered for an annual merit increase.; unless superseded by collective bargaining agreements.
- Merit increases will be determined by each employee's Department Head/Elected Official and will be based on the outcome of their annual performance evaluation and budgetary guidelines.
- This program is specifically designed to recognize performance.

The Jo Daviess County Non-Represented Employee Classification/Compensation and Performance Management/Evaluation Policy is to be reviewed annually in June by the Personnel Review Committee before the County Board budgetary guidelines have been set.

Merit pay increases may change or be revised from year to year based on the resources the County has available to fund the compensation plan.

Revision History

Date	Revision Summary	Approved By
09.12.23	Initial approval replaces: P2019-2 Performance Management/Evaluation/Merit Pay Policy P2019-3 New Classification & Reclassification Review Policy Any previously approved Employee Performance Evaluation form Any previously approved Personnel Action Report (PAR) form	County Board
07.09.24	Amended to remove max wage column	County Board
10.08.24	Amended to add PT Code Enforcement position and remove represented Transit positions	County Board
04.07.25	Amended to reflect position and pay scale changes	County Board
<date>	Amended to establish Seniority Adjustments, add $1 to start wage each grade, revise promotion pay adjustment to replace the existing $0.50/2% rule with a $1.50 increase, adds "Reclassification" to the heading, revises the evaluation tool	

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ATTACHMENT A

JO DAVIESS COUNTY, ILLINOIS

NON-REPRESENTED/NON-ELECTED EMPLOYEE MERIT PAY SCALE

Approved September 12, 2023-Effective 12.01.23/Amended 07.09.24/10.08.24/04.07.25/07.14.26-Effective 12.01.26

Grade	Job Title	Department	Start
18	Administrator	Administration	$44.38
17	Assistant States Attorney	States Attorney	$41.57
16	IT/GIS Director	GIS/IT	$38.94
15	Chief County Assessment Officer	Assessor	$36.48
14	IT Systems Admin II	GIS/IT	$34.18
	Staff Engineer	Highway	
	Working Foreman	Highway	
13	IT Systems Administrator I	GIS/IT	$32.03
	PSAP Tech Support Specialist	GIS/IT	
	Planning & Development Administrator	Plan & Dev	
	Transit Director/PCOM	Transit	
12	EMA Coordinator	EMA	$30.02
11	GIS Coordinator	GIS/IT	$28.14
	Grants Administrator	Treasurer	
10	Transit Operations Manager	Transit	$26.38
	Chief Deputy County Clerk	County Clk/Rec	
	Chief Deputy Circuit Clerk	Circuit Clerk	
	Chief Deputy Recorder	County Clk/Rec	
	Chief Deputy Treasurer	Treasurer	
	Chief Deputy Assessment Officer	Assessor	
	Financial Payroll Manager	Administration	

Grade	Job Title	Department	Start
9	Code Enforcement Officer	Planning & Dev.	$24.74
	Code Enforcement Officer PT	Planning & Dev.	
	Engineering Technician	Highway	
	Office Manager	Administration	
	Office Manager	Planning & Dev.	
	Office Manager	Highway	
	Office Manager	Sheriff	
	Office Manager	State's Attorney	
	Office Manager/ Data Specialist	Probation	
	Facilities Manager	Sheriff	
	Victim Witness Coordinator	States Attorney	
	GIS Tech/Website Admin	GIS/IT	
	Executive Specialist	States Attorney	
	Training Manager	Transit	
8	Deputy County Clerk	County Clk/Rec	$22.37
	Deputy County Recorder	County Clk/Rec	
	Deputy Treasurer	Treasurer	
	Deputy Circuit Clerk (Civil Division)	Circuit Clerk	
	Deputy Circuit Clerk (Criminal Division)	Circuit Clerk	
	Deputy Assessment Officer	Assessor	
	Administrative Assistant	Sheriff	
	Administrative Assistant	Planning & Dev.	
	Administrative Assistant	Administration	
7	Maintenance Worker I PT	Highway	$20.67
6	Buildings/Grounds/Maintenance Custodian II	Sheriff	$19.10
	Jail Cook	Sheriff	
5	Buildings/Grounds/Maintenance Custodian I	Sheriff	$17.66
4	Clerical Assistant-PT (all clerical PT positions)	All	$16.33

ATTACHMENT B

NEW POSITION CLASSIFICATION REQUEST FORM

This is a request for a new position classification.

Department:

Proposed title:

Funding source:

Why is this new position being requested?

Are duties that would be assigned to this position currently being performed by other employees? If yes, please explain.

Requested by: _____ Date: _____

(TO BE COMPLETED BY COUNTY ADMINISTRATOR)

☐ New Position Description completed and attached.

☐ Reviewed by Personnel Review Committee

Personnel Review Committee Chair_____ Date:_____

Recommended Title_____

Approved: _____ Date: _____
County Board Chair

Jo Daviess County - Employee Performance Rating Scale

Employee Name	
Employee Title/Position	
Department	
Manager/Reviewer Name	
Manager/Reviewer Title	
Type of Evaluation (Probationary, Annual, Other)	
Date of Current Review	
Date of Last Review	MM/DD/YY
Date Submitted	MM/DD/YY

Performance Ratings

Quality	Needs Improvement (1)	Meets Expectations (2)	Exceeds Expectations (3)
Quality of Work			
Communication			
Collaboration and Teamwork			
Productivity			
Judgement & Problem-Solving			
Adaptability and Learning			
Integrity and Ethics			
Adherence to Safety and Compliance Standards			
Technical Skills			
Dependability			
Attendance and Punctuality			
Takes Initiative			
Stakeholder Interaction			

Total Score out of 39 (auto-populates)	0
Average Score (auto-populates)	#DIV/0!

Performance Summary

Strengths	Areas for Improvement

Previously Set Goals

Goal	Achieved?	Notes

Goals for Next Review

Goal	Key Action Steps	Resources or Support Needed

Comments and Approval

Additional Reviewer Comments	Employee Comments

Average Score (autopopulates)	#DIV/0!
Approved by Reviewer?	
Reviewer Initials	
Approved by Employee?	
Employee Initials	

Signatures

Employee Signature	
Date	MM/DD/YY
Reviewer Signature	
Date	MM/DD/YY

Attachment D **Date:**

Jo Daviess County Personnel Action Report

Name: Employee No. Department:

Hire/Anniversary Date: Job Title:

Annual Hours: GL Expense #: Position Grade:

Current Wage: Hourly (Non-Exempt) Percentage of Increase:

New Proposed Wage: Hourly (Non-Exempt) Effective Date of Action:

☐ **Employment Status**

☐ Probationary (months)
☐ Full-time (40 hours)
☐ Part-time (1000 hrs or over)
☐ Part-time (999 hrs or less)
☐ Part-time temporary (under 1000 hrs)
☐ Other:

☐ **Termination**
☐ Voluntary/Involuntary
☐ Retirement: Total Banked Sick Days

☐ **Personnel Action**

☐ Pay Change – Performance Evaluation
☐ Pay Change – Collective Bargaining Agreement
☐ New Position Title/Position Description Change
☐ Leave of Absence
☐ Disability: Last Day Worked
☐ FMLA: Last Day Worked
☐ Transfer
☐ Suspension
☐ Other Disciplinary action
☐ Other:

Explanation of Action Taken:

Requested by: _____ Date: _____
Signature/Title

Approved by: _____ Date: _____
Signature/Title

Reviewed by: _____ Date: _____
County Administrator

Payroll Action Taken:

Effective Payroll Date: _____

_____ Date: _____
Payroll Manager

To: Finance, Tax, & Budgets Committee

From: County Administrator

Subject: Implementation Cost and Seniority Adjustment Transition-Non-Represented Compensation Policy

Effective Date: December 1, 2026

1. Implementation Cost

A. Starting Wage Adjustments-Current Employees

The draft policy increases each grade's starting wage by $1.00.

No employee currently falls below the new starting wage. Therefore, no minimum-wage corrections are required.

One current employee's wage is within 3% of the new starting wage for their grade. Because the employee is above the new starting wage, no automatic adjustment is required.

Recommended Handling:

- Maintain current wage
- Document the narrow gap as part of the annual compensation review
- Allow future merit increases to resolve compression naturally
- Equity adjustment is optional but not required by policy

B. Starting Wage Adjustments-Employees Hired After County Board Approval and Before December 1, 2026

The recommended approach is any new non-represented employee hired between the date of County Board action and December 1, 2026 will have their wage adjusted to the updated starting wage for their grade on December 1, 2026. This ensures consistent application of the revised starting-wage structure and maintains internal equity among employees hired during the transition period. This adjustment will take the place of any increase provided for in Section 1.c. for probationary employees.

C. Seniority Recognition Adjustments

Seniority adjustments apply only to non-represented; non-elected employees covered by this policy. Represented employees, elected officials, and Health Department employees are excluded.

The policy establishes one-time seniority adjustments to maintain internal equity among long-tenured employees.

D. Employees Reaching Two Seniority Milestones in the Same Fiscal Year

Three current employees will reach a second seniority milestone within the same fiscal year:

- One employee currently at 15 years will reach 20 years
- Two employees currently at 20 years will reach 25 years

The policy requires a Board determination on how to apply seniority adjustments when two milestones occur in the same fiscal year.

The recommended approach is to apply only the higher milestone in FY2027. With this approach, the employee receives only the higher milestone reached during the fiscal year on December 1, 2026. This avoids two major increases in the same fiscal period and maintains the policy's intent as a one-time equity correction.

Rationale:

- Prevents compounding adjustments in a single fiscal year
- Maintains internal equity across grades
- Aligns with the policy's "one-time" structure
- Simplifies administration and avoids payroll compression
- Provides a consistent, defensible standard for future cases

FY2027 includes the following seniority milestones with the recommended approach:

- 4 employees at 10 years → $1,000 each → **$4,000**
- 4 employees at 15 years → $1,500 each → **$6,000**
- 1 employee at 20 years → $2,000 each → **$2,000**
- 6 employees at 25 years → $2,500 each → **$15,000**
- 2 employees at 30 years → $3,000 each → **$6,000**

Total Seniority Adjustment Cost with Benefits:

$38,075.40

D. Promotion Adjustment Change

The policy replaces the former $0.50/2% rule with a flat $1.50/hour promotion increase.

This affects future promotions only and does not create an implementation-year cost.

Conclusion

The updated compensation plan can be implemented with a total seniority cost of **$38,075.40** no starting-wage corrections, and predictable future promotion costs. Applying the recommended option for overlapping seniority milestones provides a clear, consistent, and fiscally responsible method that aligns with the policy's intent and avoids double adjustments in the same fiscal year.

Seniority adjustments apply only to non-represented employees covered by this policy. Represented employees, elected officials, and Health Department employees are not eligible for seniority adjustments.

Recommended motion: A motion to recommend implementing the provisions of the updated Non-Represented Compensation Policy, effective December 1, 2026, for existing and new non-represented employees, including the $1.00 starting-wage increase, one-time seniority adjustments, application of only the higher milestone when two milestones occur in the same fiscal year, the $1.50/hour promotion increase, and adjusting any new non-represented employee hired between approval and December 1, 2026 to the updated starting wage on that date.

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JO DAVIESS COUNTY, ILLINOIS

PRIORITIZED SPENDING POLICY

Purpose

The purpose of this policy is to establish a clear, consistent, and transparent framework for prioritizing county expenditures.

This framework ensures that limited public funds are allocated first to the essential functions of county government, then to core community services, and lastly to optional enhancements, in order to maintain public safety, legal and statutory compliance, operational continuity, and long-term fiscal stability.

Guiding Principles

County spending decisions shall be guided by the following principles:

- Essential services must be funded first to maintain safety, legal and statutory obligations, and daily operations.
- Infrastructure and capital investments are required budget commitments, not optional savings decisions, because deferring them creates higher future costs and operational risk.
- Strategic investments that improve service delivery or long-term stability are funded after essentials, such as modernization of technology systems, planning capital improvements, energy efficient upgrades, etc.
- Optional or discretionary projects are funded only when resources remain after meeting higher-priority needs.
- Transparency and public trust require a consistent, defensible prioritization structure.

Spending Priorities

Priority 1: Essential Services: *Funded First-Required for Safety, Legal Compliance, and Daily Operations*

Priority 1 includes expenditures that are mandatory, safety-critical, or necessary for the county to function.

1.1 Personnel

- Salaries for Sheriff, Corrections, 911/Dispatch, Public Works/Highway, and all mandated elected offices and appointed offices
- Benefits including health insurance, pensions, and workers' compensation

1.2 Operating Expenses

- Operating expenses such as fuel, utilities, road salt, mandated equipment, jail operations, courthouse operations

1.3 Critical Infrastructure & Capital

- Emergency road and bridge repairs
- Structural failures (culverts, bridges, load-bearing components)
- Critical capital improvements such as HVAC failures, roof leaks, boiler failures
- Scheduled replacement of essential vehicles (squad cars, plow trucks) to prevent deferred maintenance, emergency procurement, and total cost escalation

1.4 Essential Information Technology

- Cybersecurity
- 911 and public safety systems
- Mandated court and law-enforcement software
- Backups, disaster recovery, and network continuity

Rationale: Failure to fund Priority 1 items results in immediate operational disruption, legal non-compliance, or public safety risks.

Priority 2: Core Community Services: ***Funded After Essentials-Important for Quality of Life & Long-Term Stability***

Priority 2 includes services and investments that support county operations, strengthen communities, and promote long-term economic health, but are not required for immediate safety or legal compliance.

2.1 Public Health & Human Services

- Nursing, environmental health, emergency preparedness
- Senior services, transportation, case management

2.2 Planning & Zoning

- Land use planning, subdivision review, long-range planning

2.3 Economic Development

- Economic development initiatives that strengthen workforce capacity, expand broadband access, support site readiness, and assist municipalities or businesses with planning and feasibility activities. This may include financial or technical assistance tools that advance economic stability and long-term community growth.

2.4 Routine Infrastructure & Planned Capital

- Non-urgent building updates
- Planned capital improvement to improve public access

2.5 Strategic Information Technology

- Long-range IT planning
- Non-urgent hardware or software upgrades
- Workflow automation and modernization

Rationale: Priority 2 items strengthen the county, improve service delivery, and support economic vitality, but they depend on Priority 1 being fully funded.

Priority 3: Optional Enhancements: ***Funded Only If Money Remains-Enhancements, Not Requirements***

Priority 3 includes discretionary projects that enhance the county but are not necessary for operations, safety, or legal compliance.

3.1 Discretionary Projects

- Beautification projects
- Tourism enhancements
- Optional technology upgrades
- New or expanded facilities not required for operations
- Aesthetic or convenience-based capital improvements

Rationale: These projects are valuable but must not displace essential or core services.

Implementation

1. Budget Development: All departments shall categorize budget requests according to the Priority 1–3 framework. Requests lacking clear justification will not be advanced.

2. Annual Review: The Finance, Tax, & Budgets Committee shall annually review and update priority classifications based on:

- Legal and statutory requirements
- Operational needs
- Infrastructure condition
- Capital Improvement Plan
- Fiscal capacity
- Strategic goals

3. Transparency: The County shall approve and publish a summary of prioritized spending decisions to promote public understanding and trust.

Effective Date: This policy shall take effect upon passage.

Revision History

Date	Revision Summary	Approved By
<date>	Initial Approval	County Board

Jo Daviess County Board

STAFF REPORT

TO: Chair Trost and Members of the Jo Daviess County Board

FROM: William Meeker, Planning & Development Administrator

MEETING DATE: July 14, 2026

RE: **CONSIDERATION OF PROPOSED AMENDMENTS TO THE TEXT OF THE JO DAVIESS COUNTY ZONING REGULATIONS (Title 8, Jo Daviess County Code of Ordinances) AS RECOMMENDED BY THE PLANNING COMMISSION/ZONING BOARD OF APPEALS (PC/ZBA)**

BACKGROUND:

At its meeting on July 14, 2026 the Jo Daviess County Board will be asked to consider the recommendations of the Planning Commission/Zoning Board of Appeals (PC/ZBA) regarding proposed amendments to the Jo Daviess County Zoning Ordinance (Title 8 of the Jo Daviess County Code of Ordinances). Following roughly seven-hours of public testimony and deliberations on May 27 and June 17, 2026, the PC/ZBA formulated the following recommendations:

1. **Deny** the proposed amendment to reduce the minimum lot area in the Agricultural (AG) zone from 40-acres to two-acres;

2. **Deny** the proposal to eliminate restrictions on the maximum amount of non-agricultural accessory areas that may be placed on properties zoned Agricultural (AG);

3. **Deny** the proposed amendment to eliminate the requirement for a Land Evaluation and Site Assessment (LESA) evaluation for any proposal converting agricultural land to non-agricultural use;

4. **Adopt** an amendment to allow accessory dwelling units (ADUs) as a “permitted use” in any zoning district permitting residential development;

5. **Adopt** an amendment to site development standards for properties licensed for Guest Accommodations to: eliminate the requirement that guest parking spaces have a maximum slope of 8%; eliminate the standard that access roads/driveways leading into a property not exceed a slope of 15%; and eliminate the special side-yard setback requirement of five-feet per bedroom, with a maximum setback of 35-feet, and require the setbacks applicable to the underlying zoning district;

6. **Adopt** amendments to regulations for “home occupations” as follows:

    a. Permit home occupations to occur within the home on a property and/or within an accessory building; eliminate the maximum number of employees permitted on the property, with no limitation on employees working off-site;

    b. Allow the sale of ancillary items not made/assembled on the property as part of a home occupation;

c. Add language stating that equipment used for the home occupation shall not create a nuisance or excessive noise;

d. Eliminate the prohibition of deliveries by tractor-trailer combination trucks for home occupation uses;

e. Add the following as permitted home occupations: antiques (retail), automobile and other motor vehicle maintenance and repair services, veterinary clinics, and design, development and other related services;

7. **Adopt** amendments related to the Sign Regulations, as follows:

a. Add language that when a non-conforming sign ceases to exist, a written notice shall be provided via certified mail that provides the sign owner 180-days following receipt of the notice to repair/replace/remove the sign within 180-days of receipt of the written notice; the Zoning Administrator may grant a reasonable extension of time for the sign to be brought into conformance;

b. Create a new category of signage identified as "local business, off-premise sign", defined as a business that is physically located within the boundaries of Jo Daviess County that is placed on a property other than the location of the business, intended to promote local business enterprises in the County; subject to the following restrictions: double-faced signs permitted, limited to no greater than 32 square feet/sign face with an overall height above the adjacent grade of no greater than 20 feet to the top of the sign; no more than one local business off-premise sign structure shall be situated on a property; sign structures may advertise more than one business as long as all other criteria of this section are met; local business, off-premise signs may be erected no closer than one (1) mile from any other off-premise sign, including traditional billboards (in determining compliance with this standard, signs on both sides of the highway corridor shall be considered; and the sign shall be continually maintained in good condition.

DISCUSSION:

Referrals Back to PC/ZBA: In the event that the County Board wishes to refer any item that was recommended for denial back to the PC/ZBA, the Board should give specific direction regarding what the Commission should consider in its deliberations. In the interest of transparency and ensuring that the public is properly engaged in the discussion at the PC/ZBA level, it is staff's intention to publish notice of what will be considered by the Commission as part of the Board's referral for reconsideration. It is anticipated that if referrals are made on July 14th, the PC/ZBA hearing will be scheduled for the August 26, 2026 regular meeting.

Items Recommended for Adoption: Given that the PC/ZBA recommended adoption of a number of items outlined above, and in the interest of keeping all adopted amendments in one "package" for final adoption by the County Board; staff will delay preparation of an ordinance memorializing all adopted amendments for consideration by the Board, likely at its September 8, 2026 meeting.

To provide staff with adequate time to modify documents that we use in the Planning & Development Department's day-to-day operations, the Board is requested to confirm what items it wishes to include in the final ordinance as part of its July 14th discussion; by doing so, staff may move forward during the intervening time between July 14th and the PC/ZBA's consideration of any items referred back for reconsideration with edits to those documents. The

effective date for any amendments that are adopted may be as early as the date on which the ordinance is adopted (tentatively September 8, 2026), though the Board may also consider a later effective date, such as October 1, 2026 (this would allow additional time for staff to modify any documents that are affected by recommendations put forward by the PC/ZBA on August 26, 2026).

William Meeker
Planning & Development Administrator

JO DAVIESS COUNTY

PLANNING COMMISSION/ZONING BOARD OF APPEALS

MEETING MINUTES

MAY 27, 2026

I. Call to Order

Chair Huschitt called the meeting to order at 6:00 PM on Wednesday, May 27, 2026 in the Jo Daviess County Board Room, Jo Daviess County Courthouse in Galena, Illinois.

II. Roll Call

Roll Call was answered as follows: Present – Gary Diedrick, Don Hill, Steve McIntyre, Ron Mapes, Peter Huschitt. Present: 5. Present electronically – 0. Present electronically: 0. Absent: 0.

Also in attendance: William Meeker, Planning & Development Administrator; Melissa Soppe, Planning & Development Office Manager.

III. Establishment of a Quorum

Chair Huschitt declared that a quorum of members was present.

IV. Approval of Minutes

A. DRAFT PC/ZBA & Ad Hoc Zoning Subcommittee Study Session Minutes - April 16, 2026

Huschitt states correct spelling of Tony Jones name, shows as Toby Jones.

A motion to approve DRAFT PC/ZBA & Ad Hoc Zoning Subcommittee Study Session Minutes - April 16, 2026 was made by Gary Diedrick and seconded by Don Hill.

The motion carried by roll call vote. Ayes – Gary Diedrick, Don Hill, Steve McIntyre, Ron Mapes, Peter Huschitt. Ayes: 5. Nays – None. Nays: 0. Absent: 0.

B. DRAFT PC/ZBA Minutes - April 22, 2026

A motion to approve DRAFT PC/ZBA Minutes - April 22, 2026 was made by Don Hill and seconded by Gary Diedrick.

The motion carried by roll call vote. Ayes – Don Hill, Steve McIntyre, Ron Mapes, Peter Huschitt, Gary Diedrick. Ayes: 5. Nays – None. Nays: 0. Absent: 0.

V. Unfinished Business

None

DRAFT

VI. New Business

A. CASE NO. 26-25: Susan Schamberger (11801 E Meyer RD, Stockton, IL 61085), owner/petitioner:
Variance from the rear-yard setback to permit a 7-foot setback where 40-feet is normally required; and Variance from the front-yard setback requirement to permit a 13.5-foot setback where 50-feet would normally be required. Site location: 11801 E Meyer RD, Stockton, IL 61085. Property zoned Agricultural (AG).

Zoning District: Agricultural (AG)

Acres: 1.0-Acre

Parcel No: 15-000-133-10

Wastewater Treatment: This property is served by a septic system (located south of the home) sized for a three-bedroom residence in optimal soil conditions. Approval of the Variance should not affect this system. Any plumbing in the proposed accessory building must be connected to an approved septic system.

Access Considerations: The County Highway Engineer has no concerns regarding the existing access to the property.

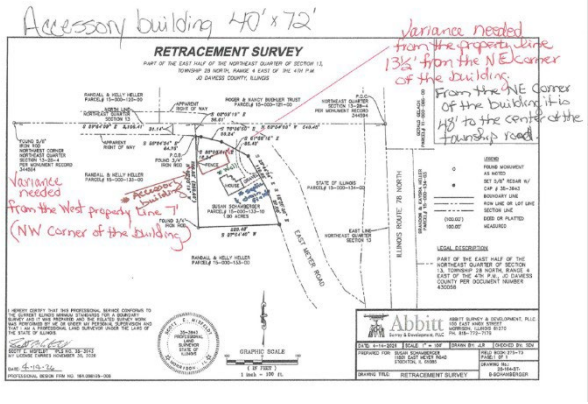
Other Considerations: The subject property is situated southwest of E Meyer RD, just west of IL Route 78 N and includes one-acre of land area. The existing residence and attached garage appear to have been built in the 1990s (date unknown). The petitioner wishes to construct a 40-foot x 72foot accessory building to the northwest of the residence. Given the relatively small lot area (one acre), the petitioner seeks Variances from the side- and front-setbacks.

Property Location



DRAFT

Red Notations — Location of Variances



Standards for Variations: The Zoning Board of Appeals shall make findings of fact based upon the evidence presented to it specifying the reason for making such variation including findings with respect to the following standards:

1. The physical surroundings shape, or topographical conditions of the specific property will cause practical difficulties or a particular hardship to the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

2. The conditions upon which a petition for a variation is based are unique to the property for which the variation is sought and are not applicable generally to other property within the same zoning classification.

3. The purpose of the variation is not based exclusively upon a desire to make more money out of the property.

4. The alleged difficulty or hardship is caused by this ordinance and has not been created by persons presently having an interest in the property.

5. The granting of the variation will not alter the essential character of the locality, and will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

6. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public street, or increase the danger of fire or flooding, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

7. The variation requested is the minimum variation that will make possible the reasonable use of the land or structure.

DRAFT

Variance Findings of Fact/Explanation of Criteria:

1. What is there about the physical nature of this particular site that creates a necessity for a variance?
2. What is there about the request in general that distinguishes itself from other properties in this same zoning classification?
3. Is the purpose of this request to solve a problem for the property owner or strictly to increase the value of the property for purposes of selling it?
4. From the testimony, who was responsible for creating the situation which now requires that a variance be granted on this property?
5. Will this request be out of character with the neighborhood (such as allowing a forty-foot structure in a high-density residential area)? Will it be detrimental to the public, such as creating a blind spot at an intersection?
6. What affect will this variation have on the public's safety or on the value of other property or improvements to property in the area?
7. Can reasonable use be made of this property without the variance and is the variance requested the least amount needed? (Have they asked for a 20-foot variance, when only a 10-foot variance is needed?)

Administration of Oath: Chair Huschitt administered the oath to testify to the owner on this request.

Susan Schamberger, owner Do you have any questions?

Huschitt states you want to do a 40' x 72' accessory building? Can you elaborate on the use of that size of structure?

- Susan Schamberger states that I have six grandchildren, so I have all kids of bicycles, looking to get a motor home, extra truck, and storage. I am overflowing. I went from town to this place, which is my parent's property. Personal storage.

Diedrick asks if any utilities will be run to the proposed structure.

- Susan Schamberger states probably only electric.

Public Testimony Open

None

DRAFT

Public Testimony Closed

Review for rear setback from 40' to 7'

Standards for Variance: 1 - true; 2 - true; 3 - true; 4 - true; 5 - true; 6 - true; 7 - true, septic is on one side of the house and the well is on the other; the best place to put the structure. Standards met.

A motion to approve CASE NO. 26-25: Susan Schamberger (11801 E Meyer RD, Stockton, IL 61085), owner/petitioner: Variance from the rear-yard setback requirement to permit a 7-foot setback where 40-feet is normally required. Site location: 11801 E Meyer RD, Stockton, IL 61085. Property zoned Agricultural (AG); was made by Gary Diedrick and seconded by Ron Mapes.

The motion carried by roll call vote. Ayes – Steve McIntyre, Ron Mapes, Peter Huschitt, Gary Diedrick, Don Hill. Ayes: 5. Nays – None. Nays: 0. Absent: 0.

Review for front setback from 50' to 13.5'

Standards for Variance: 1 - true; 2 - true; 3 - true; 4 - true; 5 - true; 6 - true; 7 - true. Standards met.

A motion to approve CASE NO. 26-25: Susan Schamberger (11801 E Meyer RD, Stockton, IL 61085), owner/petitioner: Variance from the front-yard setback requirement to permit a 13.5-foot setback where 50-feet would normally be required. Site location: 11801 E Meyer RD, Stockton, IL 61085. Property zoned Agricultural (AG) was made by Ron Mapes and seconded by Peter Huschitt.

The motion carried by roll call vote. Ayes – Ron Mapes, Peter Huschitt, Gary Diedrick, Don Hill, Steve McIntyre. Ayes: 5. Nays – None. Nays: 0. Absent: 0.

B. PROPOSED AMENDMENTS TO TEXT OF THE JO DAVIESS COUNTY ZONING REGULATIONS (Title 8, Jo Daviess County Code of Ordinances):
Title 8, Chapter 2, Administration and Enforcement:
Title 8, Chapter 3, District Regulations
Title 8, Chapter 4, Supplemental Regulations
Title 8, Chapter 5, Use Table and Regulations Title 8, Chapter 7, Definitions

Huschitt would like to extend a thank-you to the Ad Hoc Zoning Committee for the work that they have done. We ZBA members sitting on this Zoning Board of Appeals hear the cases and at times hear that there perhaps should be changes in our Zoning Ordinance. Minor changes and updates, we will try and take those on. However, with the update of the Comprehensive Plan, it was decided that there should be more of a thorough review of all of our ordinances. Things that came up are the 40-acre rule, which I would like to see it called the Special Use Permit Rule. This question comes up on

DRAFT

this often and so it was decided by County Board to form an Ad Hoc Committee to take a look at the Zoning Ordinance. They met for a little over a year to a year and a half, discussing areas that they felt needed to be revisited in the ordinance. Once they completed their work, they issued a white paper which contained the area that they felt needed to be updated and they did that by writing the white paper which were recommendations which were presented to the County Board for consideration. The County Board then assigned us to that project here tonight to have the public hearing.

Last month we had the study session, it wasn't a public hearing, we as a ZBA did not interact, it was to hear what the recommendations were and why those recommendations were made. It brings us to this point tonight, where we do have a public hearing, where the public will not be able to speak to the various recommendations that are in front of us. Thank you to the Ad Hoc Committee, they did a lot of heavy lifting. It is not easy sometimes when you look at your zoning ordinance, which is a pretty big book, and different opinions of what it should be. I thank them for the work they did. I also want to thank the staff at Planning & Development because they put a lot of extra time in this process and this process is not over yet.

We will be given a staff report, and we have divided the various recommendations into three sections. We are anticipating a lot of public discussion tonight. I am not sure if we will get through all of it this evening. We may need to continue this meeting. Once we start a section, it is imperative that we finish that section. Informal poll of who is here for each section. At the end of each section, before we go on to the next one. We will have a staff report. I then open it up for the public hearing. That is where anyone that wishes to speak on the topic can do so. Once the public has finished, I will close the public hearing. Once the public hearing is closed, it is closed and will not be opened. We are charged with making a motion, which is a recommendation to the County Board. Whatever comes out of tonight's meeting or if continued, it is a recommendation to the County Board. County Board will act on the recommendations at a future meeting. This hearing is for the public to give us their input, their thoughts on those particular things and our goal is to make a recommendation to the County Board.

Sign in on the notebook with name and address for anyone that wishes to speak. No time limit is set for speaking, but please be concise as possible, and we ask that you speak as much to the topic versus making multiple trips to the mic. If someone spoke before you as stated various reasons that you agree with, just state that I agree with this speaker and if you want to review the points quickly, it just helps expedite the meaning and if you have additional thoughts please feel free to share them. If you have spoken and later on someone makes a topic that makes you think of something else, we want to be respectful to everyone's opinion, we will allow you to come the mic a second time, but we ask that it only be additional information which you have not already stated and preferably anything else someone else has stated and be concise as possible since this is a large crowd. Let’s just make sure that we are always courteous, we are not here to attack people or condemn their opinions. I strongly believe that everyone is entitled to their opinion, with that said, I don't have to agree with it, I don't even have to like it, but I believe, as a human being, I need to be kind and

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courteous to the fact that they have an opinion that may very well differ from mine and I am entitles to my opinion and articulate it just as much as the next person.

Meeker presents the Staff Reports. We have moved the LESA information to Section 1 since it is related to the Special Use Permit Rule.

SUMMARY OF AMENDMENTS:

Based upon public comments received to date, the outline of the amendments is presented in order of those proposals that have provoked the greatest interest first. Full text of the amendments is attached to this report. Any written public comments received prior to distribution of the agenda are also attached as exhibits to this report and hence become part of the public hearing record. For purposes of the public hearing, the staff report is divided into three sections, each addressing proposed amendments that are similar in nature for discussion purposes. It is recommended that the Commission take public testimony during the discussion of each of these three sections; in other words, the Commission is encouraged to listen to testimony regarding the amendments in each section of the report, then discuss the matter before making a motion regarding amendments in each section before moving on to the next section where the approach should be repeated. It is believed that this may streamline the discussion.

SECTION I

TITLE 8, CHAPTER 3, DISTRICT REGULATIONS: The following amendments were recommended: Within the Agricultural (AG) Zoning District:

- **Reduce the minimum "lot area" from 40-acres to one-acre for all properties zoned AG**. Additionally, eliminate the need to apply for a Special Use Permit for "nonagricultural" residences constructed in an AG zone unless the parcel is less than one acre in area.

- **Eliminate restrictions on the amount of non-agricultural accessory areas** that may be placed on a property zoned AG.

- **Delete Section 8-4F-2, Land Evaluation Site Assessment (LESA)** – **LESA and Natural Resources Inventory Reports:** Delete the requirement for a Land Evaluation and Site Assessment (LESA) for any proposal converting agricultural land to non-agricultural use. This would also eliminate the requirement for preparation of a Natural Resources Inventory (NRI) which evaluates soil types on properties where a potential use conversion is proposed to determine if valuable agricultural land is being eliminated. Potential Concerns: Many of the concerns expressed in the prior section of this report related to the reduction in the minimum lot area in the AG zoning district apply to these proposed amendments as well.

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Consistency with the Illinois Plat Act (765 ILCS 205) and Other State Statutes:

Following consultation with the States Attorney regarding the proposed reduction in minimum lot area in AG zoned areas from 40-acres to one-acre, it was determined that pursuant to Section 10620 of the Illinois Property Tax Code (as referenced in the Plat Act), the minimum lot area may not be reduced to less than two-acres. This information was found following the Ad Hoc Zoning Ordinance Subcommittee's formulation of a recommendation:

> *"Nothing contained within the provisions of this Act shall prevent or preclude individual counties from establishing standards, ordinances, or specifications which reduce the acreage minimum to less than 5 acres, but not less than 2 acres…"*

For this reason alone the Commission's discussion should focus on whether or not to reduce the minimum lot area to two-acres since a one-acre minimum would violate State statutes.

Nothing in the proposed amendments alters exemptions from preparation of a Plat pursuant to the Illinois Plat Act, as follows:

> (b) Except as provided in subsection (c) of this Section, the provisions of this Act do not apply and no subdivision plat is required in any of the following instances:
>
> 1. the division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
>
> 2. the division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access; 3. the sale or exchange of parcels of land between owners of adjoining and contiguous land;
> 4. the conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
> 5. the conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
> 6. the conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use; 7. conveyances made to correct descriptions in prior conveyances
>
> 8. the sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July

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17, 1959 and not involving any new streets or easements of access; 9. the sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. the preparation of a plat for wind energy devices under Section 10-620 of the Property Tax Code. Nothing contained within the provisions of this Act shall prevent or preclude individual counties from establishing standards, ordinances, or specifications which reduce the acreage minimum to less than 5 acres, but not less than 2 acres, or supplementing the requirements contained herein when a survey is made by an Illinois Registered Land Surveyor and a plat thereof is recorded, under powers granted to them.
(c) However, if a plat is made by an Illinois Registered Surveyor of any parcel or tract of land otherwise exempt from the plat provisions of this Act pursuant to subsection (b) of this Section, such plat shall be recorded. It shall not be the responsibility of a recorder of deeds to determine whether the plat has been made or recorded under this subsection (c) prior to accepting a deed for recording. (Source: P.A. 99-78, eff. 7-20-15.)

Comprehensive Plan Consistency:

The Jo Daviess County adopted an updated Comprehensive Plan in 2024. In general the Plan recognizes that more dense development that is not adjacent to the incorporated communities will adversely impact the inventory of viable agricultural land and otherwise increase the need for community services (sewer, water, roadways, public safety, etc.) in areas where existing services are inadequate to meeting the services needs that are generated by increased land-use density. Even when considering a two-acre minimum lot area in AG zones, this concern remains. The following is an excerpt from the Comprehensive Plan's Goals and Objectives which succinctly outline the following interests with respect to land-use:

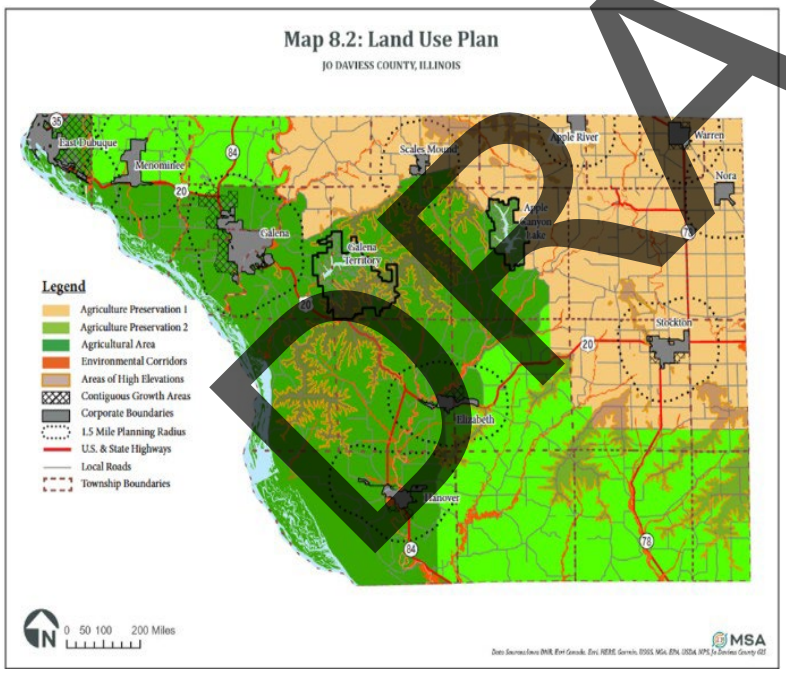
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Goal VI: Maintain Rural Character and Improve Quality of Life

The county's rural character and exceptional quality of life are integral and will be both enhanced and safeguarded. Given the significance of these ambiance factors to Jo Daviess County, development proposals will be scrutinized with the aim of protecting and promoting:

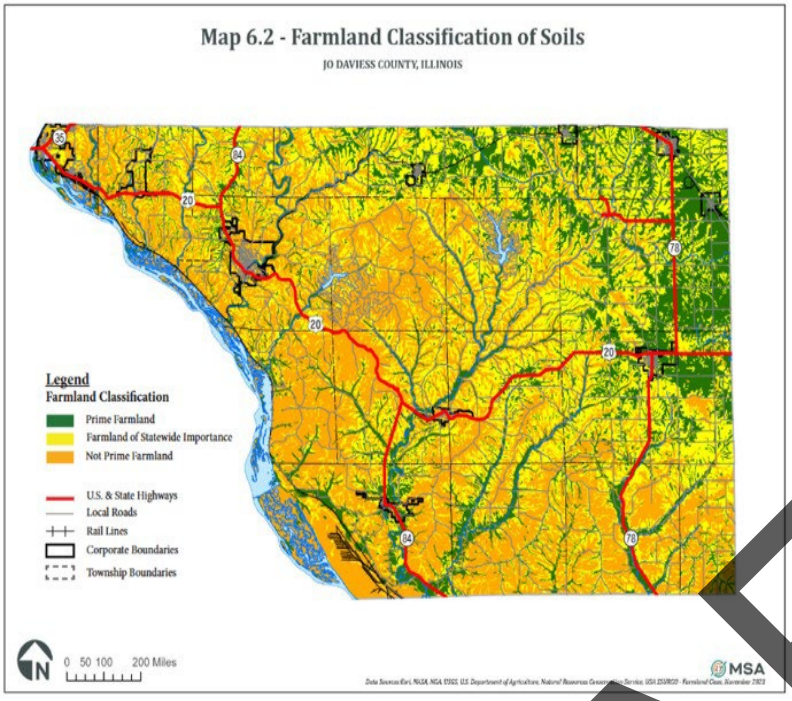
- The rural setting.
- A leisurely pace of life.
- A secure environment.
- The vitality of towns, schools, and community churches.
- Minimal congestion.
- The pastoral aesthetic.
- Preservation of small-town heritage.
- Thoughtful and unobtrusive development.
- The limited proliferation of billboards.
- Diverse public and private services.
- An appealing family-friendly environment (including affordable, available child care.)
- The position of the county as an attractive retirement area.
- Rural dark skies.

The following map illustrates the "contiguous growth areas" to the incorporated communities as set forth in the Comprehensive Plan.



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The following map from the Comprehensive Plan shows the "Farmland Classification of Soils" within the County, illustrating those areas of prime farmland, farmland of Statewide importance, and nonprime farmland:



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Concerns Expressed by Jo Daviess County Health Department:

Many AG zoned properties are served by a private septic system and well. The Department is concerned that by lowering the minimum lot size to 1-acre (NOTE: now two-acres), there may not be adequate space for these necessary systems in some areas. This would require variances to be considered in order to meet setbacks and possibly sizing requirements, which should always be a last option scenario. We must also consider setbacks from neighboring property's well and septic systems as this often affects available space. There should also always be a second area reserved for a replacement septic system for when the original is no longer functional.

I just recently had to work with a contractor to find a suitable location for a new well to be drilled on a property that was an existing 1-acre lot. Half of the property was river and a neighboring house to the front limited where the new well could be placed to one small area near the driveway of the property. This solution now is going to complicate finding a space for a new septic system in the future because of the setbacks.

This also ties to motion d: Allowing 1 acre lots with no restrictions on the coverage of accessory structures is going to further complicate the issue of having adequate space available for a well and septic system. More and more accessory structures are including plumbing fixtures that connect to a septic system, making the space required even larger. The Illinois Sewage code requires 10 feet separation between a drain field and a structure.

Motion c: If a building permit is not required, are plans still reviewed to make sure a septic permit isn't needed? Plumbing would still require a septic system to be installed even if the building isn't required to be permitted.

Concerns Expressed by Nancy Breed, former Chair of the 2024 Jo Daviess County Comprehensive Plan Update Subcommittee:

The following is the full text of her comments…

Jo Daviess County's Comprehensive Plan was updated and approved just two years ago. It gives resounding support to smart growth for our cherished Driftless landscape and rural culture. The Ad Hoc Zoning Subcommittee was formed to review and recommend County policies consistent with the updated Plan. I applaud their work and support their recommendations with two exceptions: 1) I strongly support NO CHANGE to the minimum 40-acre guideline for Agricultural Permitted Uses, and 2) I strongly urge the CONTINUED USE of the Land Evaluation Site Assessment (LESA) tool. To quote the 2024 Comprehensive Plan: "Random rural development threatens agriculture, the scenic beauty, and other resources. Scattered rural residential development, in particular, has been increasing over the past twenty years and has, in some cases, compromised the ability of agriculture to flourish. A continued increase in scattered rural residential development will ultimately result in the same problems generally associated with urban sprawl -- inefficient use of large areas of land to house a small number of residents, increased traffic, and excessive energy usage as residents drive longer distances to acquire goods and services. Infrastructure and services required to support rural development (e.g., country road upgrades to accommodate increased traffic; longer routes for school buses, emergency services, fire, and police protection) are more costly per housing unit than the same services provided to concentrated development in communities and planned developments. Scattered rural development is not a cost-effective form of development for the county."

I understand one of the top three goals of the Ad-Hoc Zoning Subcommittee was to "reduce the need for Variances without compromising County-wide respectable standards." Changing the minimum acreage from 40 acres to 1 acre for agricultural permitted uses is NOT smart growth and is NOT aligned with County-wide respectable standards which support agriculture, tourism, and scenic unspoiled vistas. Knowing the County holds firm to existing high standards for land use will eventually result in fewer Variance requests; just say NO to those who persist in requesting special treatment not in compliance with existing guidelines. Do not be pressured by individuals, developers and realtors who seek variances to County ordinances for self-serving gain. Hold tight to the values of the majority of our 21,000 residents expressed in our Comprehensive Plan. LESA has been an excellent tool for Jo Daviess County land use issues for decades. If it needs a refresh, fine, but don't throw it out. Contiguous or cluster growth must prevail. Paving paradise is a real threat to the future of Jo Daviess County.

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Concerns Expressed by Robert Melcher, Member of the Jo Daviess County Water Research Management Subcommittee:

The following is the full text of Mr. Melcher's comments…

I've been a member of the Jo Daviess County Water Research Management Planning Committee since 2014. Over the years we have learned a lot about the hydrogeology of the County. In terms of septic effluent, research done in the county shows that septic effluent is going into the shallow aquifer that our private wells draw from. Does the proposed change of the minimum residential lot size from 40 acres to 1 acre take into account the increase in the amount of septic effluent we would have in the shallow aquifer and the drinking water issues that would be related to that? I have lived on a farm north of Stockton for over 50 years. Our well water tastes good and is safe to consume. I recently participated in an in-depth water sampling project, and the test results showed that the chloride levels in our well water is over four times the normal background level. Analysis showed that the source is not road salt. It seems very likely that the source is from our water softener that is entering the aquifer from our septic system and then is showing up in our well water. Adding more septic systems out in the county isn't going to improve the quality of our drinking water. I don't know if there is a magic minimum lot size in terms of limiting interactions between residential septic fields/systems and wells, especially given the nature and extent of our karst terrain, but I'm pretty sure that one acre is not enough. If you are changing this to make it easier for people to build in Jo Daviess County and in the process, you destroy the reasons they come (good water, good air, and beautiful scenery) we will all be poorer in the end.

Concerns Expressed by Beth Baranski, Local Architect and Member of the Ad Hoc Zoning Ordinance Subcommittee:

Ms. Baranski's full letter is attached to this report; the following are excerpts from her letter that specifically address the AG lot area issue…

This change is contrary to the comprehensive plan. The County's comprehensive plan serves as the foundation and policy guide, and the zoning ordinance provides the legal framework and regulations to bring that plan into effect. They are connected. The comprehensive plan that was written in 1999 relied heavily on community input - community meetings, 1822 surveys (22% of households in the County) and multiple stakeholder meetings. The top three most serious issues identified were I) Property tax increases, 2) Loss of natural beauty, and 3) Loss of farmland to development. The recently updated plan reinforces priorities to address these issues and continues to reflect a thoughtful response, recommending that development be directed to the communities. The introduction to the 2024 comprehensive plan states: The desire to encourage development and create better paying jobs in the County is coupled with an understanding that new development should be located to efficiently provide services and infrastructure and to ensure wise use of the County's many natural resources. The County is challenged to maintain a balance between serving

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the interests of individual property owners and directing development in ways that will benefit the entire County. The manner in which this balance is achieved will determine the legacy passed on to future generations...

The heart of this plan relates to its recommendation to direct residential, commercial and industrial development to communities, while preserving productive farmland and the rural character of the County. The goals and objectives of the Comprehensive Plan are laid out to support this land use approach (e.g. Goal II: Promote Vibrant Communities, Goal Ill: Support Economic Development and Growth, Goal V: Support Agriculture, Goal Vlll: Promote Cooperative Planning, and Goal IX: Support Strategic Growth and Development).

The county will likely be subsidizing this. Privately owned working lands generate more public revenues than they receive back in public services. It stands to reason that a home built in a municipality utilizing municipal services will be less expensive to service than a home built out in the country. American Farmland Trust did a study of over 150 communities across the country and found that the cost of community services for residential development was greater than the revenue generated (with a range of $1.02 to $2.11 paid for every dollar of revenue). A study of Ann Arbor Township in Michigan showed that the smaller the lot sizes the greater the shortfall, stating that "there are many "external" costs associated with development which are borne by the entire community, not just by the newcomers," and noting that "it is in the community's best interest to mix efficient development with the preservation of its farmland and open spaces to keep taxes from rising dramatically as residential development demands new or expanded services."

Septic systems are problematic given our hydrogeology. Water testing in the County indicates that septic effluent is releasing contaminants into the shallow aquifer from which most private wells draw their water. Microplastics, pharmaceuticals and personal care products and other constituents likely from septic effluent have been detected in springs and wells throughout the county. More septic systems spread throughout the county will be detrimental to groundwater quality in the shallow aquifer. Most of the county has shallow soils, particularly those areas with topography where residential demand appears to be greatest. A homeowner on 1 acre in the county whose septic field fails may have few alternatives.

Concerns Expressed by James Considine, Galena Territory Resident:

The following comments were submitted by James Considine; they are verbatim from his letter (attached):

I would like to object to two proposed amendments to the Jo Daviess County Zoning Ordinance. The amendments will be subject to a public hearing before the Planning Commission/Zoning Board of Appeals on May 27, 2026.

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First, under Chapter 3, District Regulations, in the Agricultural District, the minimum lot size for an agricultural residence would be changed from at least forty (40) acres to one (1) acre. I object to this change since no reason or explanation for the change has been provided and the change conflicts with the County Comprehensive Plan 2024 as described below:

- *Section 1.1 states "Preservation of natural, agricultural, and historic resources remains a priority". The proposed action goes against this policy by allowing residential development on agricultural land.*

- Section 8.7, Land Use Issues and Needs states: *A continued increase in scattered rural residential development will ultimately result in the same problems generally associated with urban sprawl -- inefficient use of large areas of land to house a small number of residents, increased traffic, and excessive energy usage as residents drive longer distances to acquire goods and services. Infrastructure and services required to support rural development (e.g. country road upgrades to accommodate increased traffic; longer routes for school buses, emergency services, fire and police protection) are more costly per housing unit than the same services provided to concentrated development in communities and planned developments. Scattered rural development is not a cost effective form of development for the county.* The proposed amendment would allow scattered rural development and, therefore, should be rejected.

- A high priority under Goal V is to: *Maintain an Agriculture Preservation Area that encompasses large contiguous areas of prime and important farmland, for use as an informational tool, locating areas where non-agricultural development is to be limited.* The proposed amendment conflicts with this priority.

Second, under Chapter 4, Supplemental Regulations, the Land Evaluation Site Assessment process is being removed. I object to this amendment since no reason or explanation has been provided and the amendment would conflict with the Jo Daviess Comprehensive Plan that states:

- Section 8.8, Agriculture and Agricultural Preservation Areas states: *The scenic beauty of the area is also alluring to people who want to live in a rural setting in order to enjoy the ambiance, serenity, and privacy of country living. The demand for rural residential development is steadily increasing. Also increasing is the potential for conflict between rural residential growth and agriculture…. Presently, the Jo Daviess County Planning Commission is using the Land Evaluation and Site Assessment (LESA) system to evaluate development proposals for impacts on productive farmland….This LESA criteria has been tested for a number of years and has proven a workable and valuable tool in evaluating projects. The LESA system was approved by the Illinois Department of Agriculture, Bureau of Land & Water Resources and the USDA Natural Resources Conservation Service and was adopted July 11, 2006 by the Jo Daviess County Board.….It is desirable to preserve the most productive prime farmland to the fullest extent possible, while preserving large areas of important and other farmland as much as possible without being unduly restrictive.* The Comprehensive Plan

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clearly states the reason and purpose for the LESA system used by the County. No explanation has been submitted, which explains why this should be eliminated.

- A recommendation as stated in Goal IX is: *Rural development proposals are evaluated based on farmland protection and avoidance of agriculture/residential conflicts, using the Land Evaluation and Site Assessment (L.E.S.A.) system.*

Concerns Expressed by Harry Drucker, Driftless Valley Farm, Hanover: Verbatim comments from his attached letter:

Although I am unable to personally attend the May 27 public hearing on the proposed changes to our County's zoning ordinance, I would like to submit this note to **respectfully oppose the proposal to amend the zoning regulations that would reduce the minimum lot size from 40 acres to 1 acre in the Agricultural District.** My reasons for opposing the proposal to reduce the minimum lot size are as follows.

Reducing the minimum lot size is inconsistent with the Jo Daviess County Comprehensive Land Use Plan (the Plan) which was adopted in July, 1994, after much public input and comment. The current Plan, as well as past plans, for Jo Daviess County have been consistent in their focus on balancing growth with preserving the county's rural, agricultural, scenic, and historic character. Goals of the Plan include (1), directing growth towards existing towns and already developed areas; (2), preserving farmland and the agricultural economy; (3), protecting the rural character and scenic beauty of the County; (4), protecting water quality and natural resources; (5), supporting sustainable economic development; (6), and encouraging sensible infrastructure development. Encouraging new development in existing towns and already developed areas where infrastructure already exists saves the taxpayers money (think ambulance, fire, utility, road, sewage, etc.). By discouraging scattered rural subdivisions, the Plan also prevents the fragmentation of farmland and minimizes conflicts between farming operations taking place next to residential areas.

Reducing the minimum lot size in an Agricultural District from 40 acres to 1 acre will have significant land-use, economic, infrastructure, and environmental consequences and undermine the whole purpose of the County's Plan. Adopting the proposed change will lead to smaller lots that fragment farmland, making commercial farming less practical and less profitable. In addition, a patchwork of 1-acre residential parcels can permanently eliminate productive agricultural land.

Allowing 1-acre lots will encourage low-density residential development in rural areas which will spread development outward rather than concentrating growth near existing towns and infrastructure. It will increase traffic, commuting distances, and long-term public service costs (think increased taxes).

Increased infrastructure costs will be passed on to the County's taxpayers. Tax revenue from scattered 1-acre homes will not cover the long-term costs of serving those properties (rural roads,

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emergency services, utilities, schools, etc.). Eventually the County may be forced to expand sewer, water, and road systems into previously rural areas, at taxpayer expense.

Reducing lot sizes from 40 to 1 acre will fundamentally change the character of the County. Once land is subdivided into 1-acre parcels, reassembling it into productive agricultural acreage is extremely difficult and the change may create an irreversible long-term shift away from farming. Protecting productive farmland and maintaining the County's agricultural identity are central goals of the County's Plan. The Plan discourages scattered rural subdivision development that fragments farmland and the proposed zoning change completely undermines the Plan's goals. The 2024 plan adopted by Jo Daviess County continues the County's longstanding policy direction: encourage carefully managed growth near existing communities while preserving Jo Daviess County's agricultural land, scenic landscapes, environmental resources, and historic rural identity. Zoning rules in Jo Daviess County are designed to implement and reinforce the goals of the County's Comprehensive Land Use Plan by translating broad policy goals into enforceable land-use regulations.

Adopting the proposed zoning change to reduce the minimum lot size from 40 acres to 1 acre will not only undermine the goals of the County's Plan, adopting the proposed change will render the Plan irrelevant and lead to uncontrolled, unplanned, and ill-advised development in our County.

For the foregoing reasons, I respectfully oppose the proposed change to reduce the minimum lot size from 40 acres to 1 acre.

City of Galena Comments:

The following comments from the City of Galena are included verbatim (full letter is attached to this report):

The City of Galena strongly opposes the Jo Daviess County proposal to reduce the minimum required rural lot size from 40 acres to 1 acre for single-family dwellings. This proposed amendment conflicts with adopted comprehensive plans, threatens County fiscal stability, endangers critical groundwater resources, and contradicts best-practice land-use planning principles as well as Illinois statutory guidance. The city also believes that this is in violation of the Illinois Plat Act. Please inform us how it is not.

1. Conflict With Adopted Comprehensive Plans

Jo Daviess County Comprehensive Plan

The County's 1999 and 2024 Comprehensive Plans emphasize directing residential, commercial, and industrial development into municipalities while preserving productive farmland and protecting rural

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character. The 2024 plan explicitly states the County seeks to "direct development to communities" as part of its long-term growth strategy.

City of Galena Comprehensive Plan (2025)

Galena's 2025 Comprehensive Plan, developed through an intensive public process, serves as a 20year blueprint for land use, housing, infrastructure, and resource conservation. It commits the city to strategic, managed growth, reinvestment in existing areas, and preservation of historic and natural landscapes.
The County's proposed I-acre rural lot standard fundamentally contradicts both jurisdictions adopted planning frameworks.

2. Fiscal Impacts: Rural Residential Development Is a Net Cost

Cost of Community Services (COCS) studies consistently show rural residential development is a fiscal liability, requiring $ 1.02 to $2.11 in services for every $1 generated in tax revenue, while farmland generates a net surplus.

Reducing lot sizes to I acre would increase County expenses for road maintenance, emergency response, school transportation, and utilities, shifting long-term tax burdens onto existing residents. Illinois Counties Code (55 ILCS 5/5-12001) requires zoning to protect the public welfare and avoid unnecessary fiscal burdens.

3. Groundwater and Environmental Risks

Jo Daviess County contains extensive high-sensitivity aquifers and shallow soils. Studies conducted in the County document septic-related contaminants including pharmaceuticals, microplastics, and other pollutants—in local wells and springs. On a one-acre lot, septic field failures leave little room for safe relocation, increasing contamination risk. Protecting groundwater is a statutory obligation under 55 ILCS 5/5-12001.

4. Ongoing Rural Sprawl is Already Evident

County building permit maps from 2006—2023 show that 70—74% of all new homes were built in agricultural or agricultural preservation areas, indicating accelerating rural sprawl. A 1 -acre

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minimum lot size will intensify farmland fragmentation, undermine agricultural viability, and further increase public service demands.

5. Best Planning Practices Strongly Oppose the Change

Professional and statutory planning standards support:

- Directing growth into incorporated areas where services already exist.
- Preserving large blocks of farmland to maintain rural character and agricultural productivity.
- Aligning zoning decisions with adopted comprehensive plans, consistent with Illinois statutes (55 ILCS 5/5-14001; 65 [LCS 5/11-12-4). Illinois Plat Act (765 ILCS 205/1 et seq•, 651LCS 5/1113 et seq).
- Protecting groundwater and environmentally sensitive areas, avoiding dense septicdependent rural development.

Conclusion

The proposal to reduce rural minimum lot size from 40 acres to I acre is inconsistent with local and regional planning goals, fiscally unsustainable, environmentally risky, and contrary to Illinois zoning authority requirements. The City of Galena urges the County to reject the amendment and maintain its commitment to strategic, responsible, and plan-based development.

Since the date of the release of the staff report, which was last Thursday, we have received 15 additional letters. Those again are letters of opposition. We have them available online and are from - Vito Ippolito, county resident; Jo Daviess County Beef Association; Barb Koch, county resident; Rachel Lenstra, county resident; Gerald Podraza, county resident; Larry Priske, county resident; Stockton Township; Patricia Willy submitted two emails opposing the proposal; Wayne & Debbie Zonca, county residents; Linda Skisak, county resident; Jill & William Millhouse, county resident; Diane Gallagher, resident of East Dubuque; Mary Ann & John Pressnell, Galena Territory residents; Scott Cook, Casper Cemetery.

McIntyre asks if we are able to ask questions of the person speaking.

- Meeker states that if you are asking for clarification of their comments, yes, but you cannot get into deliberation.

Woman asks if the public is able to ask the zoning board questions.

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- Meeker states that you can, if it relates to their opinion they cannot answer because it is a hearing for the public to provide comments to the zoning board. You can ask a question and make note of it, it may not be answered right away.

Zoom member asks if the website can be shared with those on zoom.

- Meeker states yes.

Public Testimony Opened

James Asta, 500 N High Street, Galena

- 24-year resident, I own businesses here, and currently operate a business here. I am here to speak against this proposed amendment. Firstly, it is very clear it goes against the County Comprehensive Plan. The top three concerns with the community input are that of the property tax increases, loss of natural beauty, and loss of farmland to development. Those top 3 concerns are concerns related to this proposed amendment as well. Those very things that people are here to speak about tonight. Something that goes against, which I believe was about 22% of residents that responded to that, it was a lot of public input. A lot of people spoke about this and it was important and a lot of work done to develop the Comprehensive Plan. Why the hurry to go against this and rush this? With all that input and all that work done, why not talk about the Comprehensive Plan, is it wrong, is it bad, was it improperly built. Why the rush? I speak here today as a political independent, I am not registered with a party, I don't do that, I vote for people of Democrat party, Republican party, I voted for greens, I voted for independents. However, it is also important to acknowledge that lately in the US, we have seen a smash and grab of the liberties of common citizens. I will give just one example, we have seen the rollback of the voting rights act, in this country 2026, we have black voters being disenfranchised all across the south, how does that relate, this feels like that, this is rushed, this is not considering us the people like what do we want, how do we feel about this. Yeah, we have this hearing, but this is huge and this is a big thing that could permanently affect this county and may not ever be able to be undone, of course, right. This feels like another assault on us, when this is so important to us and it really is. That is why it is part of the Comprehensive Plan. The day after that Supreme Court decision southern states moved immediately to take away rights and redistrict majority black districts, this unfortunately is the situation, this is fact and this is not in dispute, you may not like it, but this is the fact. This is what it feels like to a lot of us and that is why we are here tonight; this is the energy we are living in every single day. The members of the County Board are very tied in with the Republican Party, the party that is just supporting the same assault I just spoken about, which is not in dispute. I have lost trust in a lot of government and so have a lot of other people. It is really hard for me to trust right now. Also on the board we have people that own farmland, vacation rentals, and other businesses too, right. That is all good, I am a business operator myself, I am a landowner, I have been an employer, I have driven all over

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this county running a service business. I know how beautiful it is. I have seen these farmlands that these board members own, I have been on them too. That is all good, except when it is a conflict of interest, when you are voting to help yourself out. I think that sucks. This carries major consequences, this decision, that we all got to live with. If you are thinking for those on the County Board and making the recommendation, if you are going yes on this, just know that this may not work out the way you think it will, right. We have had an example of that last couple years, things didn't work out the way a lot of people thought they would. That could happen here too. You guys want to wear all of that, you want to own that decision. Especially if the people are unhappy about that and this permanent change, this causes problems in the community and division among people. What I propose is slowing this thing way down, serious impact to the public and county lands that is permanent. I think this should be brought to public vote at the next available opportunity. Now putting this on the public vote, that avoids that conflict of interest, right, because it is the public that is voting on it and vote in their own interest. We can vote in our own interests. Give the public the best opportunity to change the course of business in this county. Now, if this proposed amendment is such a good thing right now, today, then there is no need to rush is there? It will be a good thing come time for the next election. And despite some of the County Board believing that some landowners should be able to do whatever they want with their land, this is a recipe for disaster for most of us. And a potential windfall for a few. That is what I think, for those that support the amendments, if this is really so good, slow it down, take some time to sell it, sell it to me, and sell it to everybody in this county and then let us make the choice. Thank you.

Lyle Eaton, 828 E Reusch Rd, Elizabeth, land surveyor

- I used to think the 40-acre rule was a really ridiculous rule, but the more I realized it is a safeguard to be able to help up determine the rule where people can and can't build. Could that be lowered, do I feel like it could be lowered, it could be lowered, possibly, but two acres, I feel like is not enough area for someone to build on. I also don't want to see all of these two acre lots filter down all of our beautiful roads, because that is what would happen. I feel that it would be irreversible. So I feel like it could be lowered, but not two acres and I don't know what the magic number is. There possibly could be other changes too, but I feel like we are rushing this as well. And as far as the LESA score, I am quite certain that is a State Law that you have to have a LESA score to proceed with any building or areas that are special uses.

Beth Baranski, 1015 S Bench St, Galena

- I have already submitted comments in writing to you that touched on my concerns about changing the minimum residential lot size. In those comments I touched on how this recommendation is in conflict with the Comprehensive Plan, first. Second, how rural residential development costs the county more than it is receiving in taxes. Unlike working

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farms and timber lands cover the costs of the public services. How the smaller the minimum lot size is made the greater the public service cost is, which would go against any idea to arbitrarily reduce the minimum lot size as some sort of compromise. One might say even supports the idea of increasing the minimum lot size. Third, how adding septic fields throughout the county with random rural residential development will compromise the water quality in the shallow aquifer that private wells pull drinking water from. I should have added concerns here related to storm water management, but tonight I would like to place more emphasis on the conflict this specific text amendment has with the Comprehensive Plan. The Comprehensive Plan represents the broad goals of the county residents, the voice of the people, if you will. And zoning regulations are meant to support those goals. This is important for many reasons, not the least of which being as you all know that while the Comprehensive Plan isn't a law like zoning is, the courts treat it as evidence as to whether or not a zoning decision is reasonable. They check to see if the zoning decision aligns with the development goals in the plan. If the zoning ordinance conflicts with the Comprehensive Plan they can be argued that a zoning action is arbitrary or capricious. I served on the Ad-Hoc Zoning Committee that has brought these recommendations forward under consideration tonight, I voted against the proposal to change the minimum residential lot size from 40 acres to one acre, now two. I always think it is important to try understand the perspectives of people that I don't necessarily agree with and this case was no exception. I puzzled over how others could think this change would be good for our county. My current understanding is that it comes down to beliefs about individual freedom, which I respect. But the role of government is to ensure the greatest level of health, safety, and welfare for the greatest number of people. Certainly, people can agree that granting everyone complete freedom results in infringements on the rights of others. And I think that is the case here. Deciding where to draw those lines is never easy and that is why no small group of people should have the power to draw those lines for everyone else. When it comes to land use this is why we do Comprehensive Planning, to have a countywide conversation involving as many people as possible and to come to a consensus on a vision for the future. The people of Jo Daviess County have done just that and while not everyone may agree with everything, but as a whole we have been remarkably consistent in our vision. In 1997, a vision survey was conducted as a precursor to the 1999 Comprehensive Plan. As stated, before the top issues were property tax increase, loss of natural beauty, and loss of farmland. 96% said that the rural character and lifestyle of the county should be maintained. 92% said agricultural productive land should be preserved for farming. 92% said scenic areas should be identified and preserved. 86% said residential and business development should be encouraged to locate within communities and planned developments rather than in open areas of the county. 89% said development guidelines should be established in county to protect the scenic and rural character of the county. The vision statement was crafted to reflect these and other responses. The 1999 Comprehensive Plan laid out goals for achieving that vision and the zoning ordinance was updated to support those goals. The Comprehensive Plan was just updated again in 2024 and again vision and goals were affirmed by a broad consensus by the

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people of the county. The introduction of the 2024 Comprehensive Plan states, 'the desire to encourage development and to create better paying jobs in the county is coupled with an understanding that new development should be located to efficiently provide services and infrastructure to ensure wise use of the county's many natural resources. The county has challenged to maintain a balance between serving the interests of serving individual property owners and directing development in ways that will benefit the entire county. The manner in which this balance is achieved will determine the legacy passed on to future generations. The heart of this plan relates to its recommendation to direct residential, commercial, and industrial development to communities while preserving active farmland and the rural character of the county.' There is a lot of noise going on, but this is the document that is long-standing consensus of the people of Jo Daviess County. I had expected that the Ad Hoc Zoning Committee would be reviewing the ordinance to ensure that it is consistent with the recently updated Comprehensive Plan, which is a normal next step. That was not the way this process was designed. At the end of the April 16th study session that you had with the Ad Hoc Zoning Committee to clarify the intent of the proposed text amendments there were questions about the process and about how recommendations for changes to the Zoning Ordinance ought to be brought forward. It is my belief that the process that has led to the recommendations before you now were inadvertently disconnected from the Comprehensive Plan. And that is a big problem. In your deliberations of all of the proposed text amendments before you, I would ask that you consider the relative weight of a countywide consensus documented in the Comprehensive Plan versus the recommendations of the Ad Hoc Zoning Committee, which were clearly countered to the vision and goals in the Comprehensive Plan. And I hope the County Board will do the same. Thank you.

Heidi Hurd, 1000 S Bench St, Galena

- My husband and I own the home that was built by Captain Hezekiah Gear back in 1856. We love the driftless area, and we are eager to do our part to protect its many treasurers. And it is in the service of this goal that I appear before you now to add my voice to so many others who oppose the Ad Hoc Zoning Committee's recommendation to reduce the minimum agricultural lot size from 40 acres to two acres. I am a law professor at the University of Illinois and I regularly teach environmental law and environmental policy to bright young law students who are eager to protect natures rapidly dwindling resources. My students consistently tell me that the course material that they find most powerful and most compelling is a reading authored by the 20th century most famous land manager, Aldo Leopold. Himself a lifelong Wisconsin farmer in the driftless area. Although Leopold urged decision makers, like yourselves to implement what he called a land ethic. This is how he summarized that land ethic; a decision is right when it tends to preserve the integrity, stability, and beauty of the biotic community. It is wrong when it tends to do otherwise. Well a zoning change that encourages wasteful low density urban sprawl that invites the intensified contamination of our drinking water by exponentially expanding predictable

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sewage leaks into our shallow aquifer. A zoning change that guarantees increased air pollution and carbon emissions as new homeowners undertake lengthy commutes for basic goods and service providers drive lengthy routes to get to them. That reduces available agricultural land and at times when alarms are being sounded worldwide about the need to conserve it for essential food production in an increasingly populus world. A zoning change that sacrifices the essential source of the Driftless Area signature beauty at a time when the world is becoming ever uglier. This is not a zoning change that is consistent with having the kind of land ethic that the next generation hopes land managers like all of you will take to heart and act upon. Fortunately, the Planning Commission doesn't need to invent anything new to live up to my students most current hopes for their future. When the County adopted the Comprehensive Plan back in 1999, it created a visionary blueprint that expressed widely shared and widely expressed desires on the part of the counties residents to live by a true land ethic. I beg you to hold fast to that Comprehensive Plan. For the sake of my students and for all those like them who hope that there will still be land to protect when they hold positions like yours. I implore the committee to reject this ill-conceived, utterly ad hoc invitation to homogenously urbanize Illinois's corner of the driftless area. The next generation both deserves and will be very grateful to you for your stalwart allegiance to the Comprehensive Plan because it uniquely promises, in Leopold's famous words, 'to preserve the integrity and stability and the beauty of the region's exquisite biotic community.' Thank you.

Judith Gratton, 8418 W US Highway 20, Galena

- I would like to say that the 2 previous speakers have eloquently expressed my thoughts. I would like to add this. The adoption of county zoning by the Jo Daviess County Board is an example of good government. I am proud to say that I was part the work to develop the plan and was a member of the Jo Daviess County Board and was privileged to vote when the adoption of zoning to protect this beautiful county from poor land use choices. No one likes to be told what they can and cannot do with their land that they own; however one individual’s choice may not be the best use of the land for the good and of the whole and to protect this god given land for future generations. I strongly urge the zoning commission, as a previous speaker said, slow down, you cannot ask for too much public input and to respect the fact that once some of these changes are made, they are made forever. I would like to say that for the county to do away with county zoning and that any votes against it is what I would say needs to be done. I would hope that county zoning continues long into the future and it chooses to protect the beautiful land we all call home. Thank you for your time.

John Schultz, 27 W Arrowhead Dr., Galena

- I apologize I don't have prepared an eloquent speech like the previous people have all had. I'll try to be as distinct as possible. My family has been farming in this county since 1840's. I continue to farm; I own approximately 300 acres which is mostly north of Casper Bluffs. I am surrounded by several thousand acres that is now owned by people that can afford to own

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40, 80, or 160 acres and just use for their own private recreation. That doesn't necessarily generate a whole lot of revenue for the county. The 40 acres was put in to preserve farmland and it is not really working in my neighborhood. It needs to be less than 40, two is probably not the right number. I know Carroll County uses 5 acres, but it needs to be less than 40 acres. Of my 300 plus acres, less than 1/3 of it is marginal grow crop land, the rest is forest, valleys and things like that that don't lend itself to row crop. The eventual use of that property will be housing, not in my lifetime, not in my children lifetime, but at some point. I suggest that you reduce it from 40, not necessarily the two acres, but some other reasonable number. Thank you.

Tom Richardson, 12482 W Cross Road, Galena

- I am going to go back about a 10-year time period, West Galena is where I reside. We had a proposed additional subdivision on good farmland and the conclusion was no more additional building until all roads are brought up to specifications and not one thing has been done about it. By putting more houses in a smaller area you are adding to the county expenses and the city who are all supposed to be getting together to fix it, nothing has been done, so it has been recorded by the County Board that no more houses in West Galena until the infrastructure are repaired or improved. If we go to a two-acre lot, we are going to run into the same situation that we have, and it is on the county minutes, you can go back and check it. Thank you.

Larry Priske, 4700 N Council Hill Road, Galena

- I did submit a written letter to the county prior to being here tonight. I still want to share it. I have lived in Jo Daviess County for 65 years. During that time my wife and I have owned three houses and several businesses. Currently, we live at 4700 N Council Hill Road, which is 1/4-mile past Buckhill Road, 1/2-mile past Dewey Avenue, we are right on the shoulder of Galena. We maintain 120 acres of largely timber land. We manage that as sustainable timber for the long, and not clear cut. Like many, we have been frustrated at times by zoning with our small businesses. Signage has been an issue, how far I can be from another house, we also own a rental unit, we have been dictated by the City of Galena at one point, we had to be no more than 400 feet from our existing home, this was before the county even had zoning. My point being that it is always been part of my life with regulations and sometimes has been a problem. Having said that, I do believe that many including myself fail to realize that zoning was created for the majority and not intended as a detriment to the minority. There are ways for me to profit from my land, I could have sectioned it into smaller sections years ago. We recently put the property into a conservation easement, prior to doing that we thought about sectioning off part of it to children for five-acre parcels. Which has potential to be developed at some point. We chose not to do that because we recognize that the land is more important than my profitability off the land. That is why I feel the 40 acres is important, 40 acres should be maintained. 40-acre restriction has its place. I could be dead in 10-15 years, it

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is not about me, it is about preservation of the land and what that land brings to this county, what the land brings to all of us. Jo Daviess County is a gem like few others and we all know that. It needs to be protected. I believe the current zoning laws are comprehensive and effective and allow for exemptions. We have the right to take advantage of those exemptions and we should. A farmer who wants to make sure that his child has a place to build a house next to the homestead should have that opportunity. The 40-acre exemption is critical protection of this land as a whole. I don't think it needs to be modified and if anything is needs to be strengthened. This county is ripe for development and exploitation. There are processes in place to allow for zoning variances. I shudder to think what this county might look like if we had not had the restrictions that currently exist. What an amazing thing for all of us living in this county to say, that we are part of it and part of its preserved, lands, water, wildlife and farms. We have to pat ourselves on the back and say we have done pretty good job to this point. We shouldn't risk losing more land. I'm not interested in testing the waters to see what this county would look like without comprehensive effective zoning guidelines. Thank you.

Ken Beach, Freeport, IL, owns property on Morseville Road, Stockton

- I am a retired Water Resources Manager and enjoy the outdoors greatly. The change in the homestead rule from 40 acres to one acre, now two, is in direct conflict with the Comprehensive Plan. Preservation of natural and agricultural and historical resources is a quote from that plan. I don't believe in this change we are going to live up to that plan states. Scattered rural development costs residents more do to the desired infrastructure and services at these properties. In addition, increased numbers of septic systems place ground water resources at risk of contamination due to the susceptible geology of the region. In my professional work, I helped design a new septic system for the state of Illinois because we were pushing the limits for the septic systems and made a modified mound system that is similar to what Wisconsin did. Those systems are meant to be used in unique situations, we shouldn't shrink the size of the acreage that is necessary to properly put in or properly design septic system. The land evaluation site tool assessment is critical to properly evaluate the property for possible development that has been used successfully for decades. Rural development is also being observed at a fast pace, passing these proposed ordinance changes will only accelerate this rural development. There have been hundreds since the plan was put in place of development and many exceptions have been passed. I oppose those changes and believe the county should take a stronger stand to slow the development in rural areas of the county. The zoning board should be listening to the residents following the referendum results from the 1990s or have a new referendum and request these changes. Thank you.

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Dan Sullivan, 2959 W Longhollow Road, Elizabeth

- I have been a farmer and resident here in excess of 25 years. I own 132 acres on West Longhollow Road. I got a cow/calf herd of about 130 head. At one time I raised thoroughbreds and we sold them all over the United States and China. I am here protesting, I also wasted 57 years as a lawyer, so I recommend here tonight that the Ad Hoc Committee needs to get together with the State's Attorney because I don't think you looked at all of the law. There report is incomplete. I am protesting because what you are doing if you reduce this and take away the 40-acre limitation, it will do irreparable harm to the agricultural economy, the tourist economy, the hunting rights economy, and the environmental security that is there to protect wildlife, like our bald eagles or turkeys and our deer. That is why I am here. I have only researched this for two days and I gave you a sheet of paper to read so you don't have to listen to an old broken-down lawyer for too long. I made extra copies if anybody here want to look at them. I looked at the development in the county and we have a lot of communities like Galena and Galena Territory and they have water rights covered and they have the sewage covered. We don't have that under your plan, we don't have the sewage under your plan protected. Furthermore, I kind of oppose here today you characterizing this as reducing the zoning for agricultural purposes to two acres, I don't know who is on your subcommittee, but I can tell you they didn't farm, because you can't raise nothing economically on two acres. So I kind of tried to, it is just a misrepresentation. We are here tonight with you misrepresenting that we are going to have zoning two acres for agricultural purposes. Let me tell you why. I raise cattle, I have to have two acres of pasture to put one cow on. Now, if I were to buy a cow, a little calf, and raise him up to 800 pounds like I do, and sell him for a feeder, I looked at the market, and maybe I can get on 800 pounds, $4. And so, I'm supposed to operate my farm for $3,200 a year. Now, that's just that's not right. So then I looked around, and I see they raise corn here, and I looked up and saw that a bushel of corn last year in Jo Daviess County was 212 bushels. And at about $4.60 at the top price. So, if I farmed an acre, I'd get $975. So you're not zoning to raise corn. And I looked at soybeans, that's the other crop we have here. And you get 54 bushels per acre, for $550, for the total. So you can't raise soybeans. So, even with 132 acres, I have to go out and rent additional hay ground because I can't feed my cattle all winter long. And so, now you're going to take away my hay ground. That I have to go out and rent, and the farmer that's looking to rent his ground, he's lost that, so he's going to be forced to sell to the city slickers who come out here like I did and buy 2 acres. Okay. The ad hoc committee didn't consider the adverse economic effect on the agricultural community, and they had to. And they didn't do it. Now, the other thing is, I looked at the water rights, because I grew up in Southwest Kansas, and they don't have much water because they had irrigation. And now all the creeks are dry. And so, I looked at it, and I saw that I have two streams on my property. My cattle drink those streams. You have a whole bunch of city slickers move in next door to me, and they drop the aquifer, and they pollute the water. Then I've got a natural, reasonable use to protect my cattle, so I'm going to have to sue you. Because I can't let my cattle you know, not drink, or be or have the

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water polluted. So, the ad hoc committee didn't look at that. I think they broke the Water Act of 1985. Or whatever it was, 83. Now, there's one other area that concerns me. I got a son-in-law, he hunts. So I let him hunt. I'd make a couple of thousand bucks. The hunting rights in Jo Daviess County are extremely valuable. What do you think will happen to the hunting rights when you divide everything up and you put a house every 2-acres or so. Won't be no more hunting. Now, last year, there were 4,965 firearm permits issued in Jo Daviess County. There were 539 muscle loaders in Jo Daviess County. Now, they blow about a thousand bucks unless they get down to the local bar, and they blow a bunch more. So, that's $543,000 you guys are talking about that's going to be taken off the table. Now, I started looking at the DNR. The DNR has a right to impose zoning regulations and adversely rule against zoning regulations. Did your ad hoc committee go to the DNR and conduct a study so that they can eliminate the hunting rights out here? I don't think so, and I think it breaks the law to go ahead without involving the DNR. Finally, there's nothing in here about the Environmental Protection Act. The ad hoc committee did not consider the EPA regulations. And I didn't look at the Environmental Protection Laws, the Illinois Pollution Control Board, or the Illinois Environmental Rules, but the ad hoc committee didn't either. And I can almost guarantee you, I happen to put in fill-in stations on all that. You don't comply with the EPA regulations and you need to research them, because if you don't, you're going to draw a lawsuit. We just shouldn't have this enacted. The Ad Hoc Committee should go back. They should research it, they should get some competent legal advice, and when they do, you won't do that, and I won't have to come back here. Thank you.

Donna Hawley, 7495 S Rocky Hill Road, Galena

- I'm out on Rocky Hill Road with my husband. I have not been as blessed as some of these folks here to live here my entire life. I just recently became aware of this meeting, and so good for you guys that I haven't had the time to prepare a well written out speech that could take 10 minutes. I thank the people that have come up before me, and those who have opposed it. I'm going to say ditto to everything that they've said, and I want to approach this from since I don't have a prepared thing, and I don't have statistics. I do believe in everything that they've said, and I'm going to approach this from a more personal angle. First of all, I do agree that this needs to at least slow down. I don't like the idea of it being modified at all. And I do believe that this should be a subject put out for the voters to handle, not just a committee, not just a zoning committee. And I come to this conclusion from a very personal angle, because, again, I have not lived here my whole life. Most of my life has been my adult life has been spent in cities, and high residential areas. And I can tell you, I grew up on 40 acres when I was a child. And all the things that have been said about the beauty of this area. The wildlife. I didn't see, Blue Jays. I didn't see dragonflies. I didn't see lightning bugs as an adult anymore. Because when I was 17-18 years old, there was a big push in my community to do this. And they did. And 40 acres became a subdivision. And there is so much light pollution in that area now, and a draw on public utilities, that where I grew up, the town

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name isn't even the same anymore. It had to be annexed by another town. That's how big the change went, because the area that wanted this to happen could not support the added sewage, the added electric, the added anything that was needed for that high-density residential. It just couldn't support it, so it completely changed everything. Now, the children of those people, they don't know what the wildlife looks like anymore. My husband and I moved here nearly 5 years ago. I head up the, Christmas parade, that's my thing, Jeep Jingle, and I'm happy to do it for this community, because it's such a beautiful place. We are privileged to have been able to find a place to fit in in this community and to purchase real estate and live and become part of a community where the first night that we lived here, I walked outside, and I said, good lord, they're stars. Listen to the crickets. Look at the beautiful dragonflies in August. Look at the beautiful deer that come into our yard. We're surrounded by thousands of acres of farmland, and my husband and I said from day one, this'll never be developed in our lifetime, based on that 40-acre vision that was adopted in the late 90s. Please don't change that. We came out here for that. It is a beautiful, charming place to be. The community I grew up in is a giant character free city now. All of the boundaries have changed, all of the names have changed. There's nothing worth visiting there anymore. You could go anywhere and see the same thing. It's nothing but light pollution, the streets are constantly needing maintaining because of the increased traffic to get to those areas because of the high-density residential requirements. We don't want to see that happen here. Now, that's just me speaking, and it seems like most people here agree with that. But we can't even speak for everybody. That's why this needs to be put to a vote. This needs to be a referendum. This is it does not feel fair or right. Coming from that situation and being blessed enough to be able to come back into an area like I grew up in, I don't want to see that changed. I want to see the people who live here have the right to speak. But in the meantime, someone spoke about marketing it. I say something a little bit different. Let's get everybody educated, because you know what, I'm very community-minded. I lived here 2 weeks when I got up and spoke at a City Council meeting, because I couldn't sit on my hands and bite my tongue any longer about parking meters. I care about my new community. I feel blessed to call this home. I love where I live. I think all of us love where we live, and I think that we all have a right to be properly educated and find out what is it that makes this seem so promising to lower it to 1 or 2 acres. I disagree with lowering it and I think that everybody should have a right to make that decision when they cast their vote. Thank you.

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Dan Caswell, 8775 S Town Hall Road, Stockton

- From Berreman Township. There are some things I agree with many of the folks who have spoken. Already about Jo Daviess County is the best place to live in Illinois. And there's a lot of people here who care about the county, and I appreciate that. But I feel a little like, Daniel in the lion's den, because I'm going to give you a little different perspective. To maybe think about here. The ad hoc committee was drawn from a wide range of interests and experience, including quite a few farmers. And took about a year and a half, talking to a lot of different

groups and a lot of different people around the count, to try to understand what people were thinking. And so I think, in a sense, the committee had the opportunity to draw from an even larger group, then we're getting tonight with a public hearing, and the people who are interested enough to come out and speak. The committee proposals, in my view, reflect not just caring about preserving what we have, important as that is, but about helping the county to grow and flourish, going forward. You know, unfortunately, if you're not growing, you're dying. Maybe slowly, but dying nonetheless. And I agree with some folks who have said this is not just about me. Because it's not. It's about our kids. It's about our grandkids. It's about young people who can stay and put down roots and have places to live, and young people and work to do, and people who will come to this great place to live and build homes and build businesses. The Comprehensive Plan has been talked about a lot. And I would suggest that the Comprehensive Plan is more complex than has been represented here thus far, because I think, these proposals are driven by key aspects of the Comprehensive Plan, where we identify needs in Jo Daviess County. These are things where we're lacking, things that we need. One of those is creation and retention of good-paying jobs. They talked about high-tech industries, work-from-home jobs. All of these things are a great fit for a place like Galena. But if you unduly restrict where people can live, they are less likely to come. The plan talks about a need for diversification of the economy, and if our sole efforts on are focused on preserving tourism and agriculture, we may find ourselves actually blocking and discouraging diversification of the economy, you know. It's easy to forget that economies are actually driven by people. If you don't have people, you don't have an economy. If we want to grow and diversify the economy, we need to encourage young people to stay. And encourage other young people and young families to come, and the current 40-acre rule does neither of those things. For farm families with kids who'd like to stay in Jo Daviess County and raise families of their own, for other young families who might like to live rurally, for younger newcomers drawn to the beauty of Jo Daviess County, the 40-acre rule either prices them out of the market, or they can pay the fee, take the time, and go through the process of a special use permit, to potentially build on smaller acreage. And if I, as I am told, special use permits are almost always granted. Then why do we make people go through the time and expense of the process while scaring others away from even trying. If we want to make Jo Daviess County more accessible for our young people to stay, and for other families and couples and people in general to move to than making rural housing options simpler, more certain, and more affordable, would seem to be one part of that equation. A third need identified in the Comprehensive Plan is development, which will allow young people to find meaningful career opportunities here. Jo Daviess County has the second-oldest median age in the state. And it's getting older. From the 2010 to the 2020 census, there was a 15.5% decline Between ages 16 to 24, there was an 18.6% decline between ages 25 to 64, and there was a 26.5% gain, for people over 65. I fit that category. The Comprehensive Plan identifies the number one strength that we have for development, it was in the development strengths, weaknesses, opportunities, and Threats Survey, the SWAP survey. The number one opportunity was remote work. And you can see how that can fit in with some of the things going on in our

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world today. And that's a huge opportunity for Jo Daviess County in retaining or attracting young people and young families. But if we're intent on telling people where they can live, rather than letting the market work that out, we push them elsewhere. Other things in the Comprehensive Plan include supporting productive farmland. And preserving our rural ambiance and tourism. But I have a question. Why do we have to protect farmers from selling their productive farmland? Or, why do we need to block them from selling the land as they choose? And my answer is we don't. We'd probably run a greater risk of selling productive farmland where buyers are encouraged to look for 40-acre parcels. Farmers know where their good land is. And what small portions might be better suited to another use based on terrain and soil condition and timber. We heard from farmers that pretty much every farm of any size has small patches that are just not very useful for farming. I know that's the way my farm is. We're in Berreman Township, I actually have a lot of land that's not that useful for farming. But farmers don't sell good land, unless they have to. What condition creates a have to sell scenario? When the farmer can no longer farm, or passes away, and there are no children ready nearby and willing and able to continue the farm. The Comprehensive Plan notes that county tourism, the tourism economy is strong, the rural development that has taken place hasn't really hurt that. And I would say that's because the scenic beauty of the county is still there. I think tourists are not as offended by rural homes as we might suppose and tourist activity tends to be centered in towns like Galena. The plan uses terms like, carefully planned use of the land allowing for efficient and smart growth. That sounds good. But what they really are code words for government-controlled growth. Government-controlled growth doesn't actually work that well. Growth can be messy. But we want to have a vision for a growing, vibrant county where people want to live and businesses want to locate. Or do we want to preserve the status quo? Even to the point of dying out. Let me touch on just another point or two. There's been some discussion of the cost of community services, and folks who live in town talking about it, it costs more to service folks who live rurally, and that presumes that people living rurally, expect the same services as those in town. In my experience, they generally don't, they tend to be more self-sufficient. And also it also says that government efficiency is more important than growth. And I would suggest to you that government-controlled efficiency is the antithesis of growth and flourishing. Those statistics ignore not just the tax dollars that you might get from the land, but, the fact that when you have people, you have construction, you have services, you have spending, you have businesses. Those things all have to fit into the economic picture. And so I don't think that's a valid reason to say more people shouldn't live here. I've heard concerns about the size of rural lots in relation to septic, I think a 2-acre minimum as well as meeting the Plat Act makes more sense. A 5-acre minimum like Carroll County would still be an improvement, over 40 acres, in my view. The LESA score is becoming irrelevant for special use permits if you have a smaller lot size. But it may still be relevant for other things, and that's something I think that the board is going to need to think about. To me, it comes down to a couple of fundamental issues, you know, do we want to preserve the status quo, and government control at all costs, even as we age, even as we move toward becoming a dying county. Because I like the way it is now. And I do

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like the way it is now. Or, we want to change the game a little bit. Trust people a little more. Give a little more freedom. Give people in the county an opportunity to flourish in the future, long after most of us are here to see it. And I think the modest changes proposed by the Ad Hoc Committee move us in the right direction. Thanks.

Thomas Van Gelder, 6500 N Rocky Road, East Dubuque

- I am a resident of Village of Menominee, address is East Dubuque. I just briefly want to, talk with you guys about the optics of this whole thing. Beth Baranski was too kind or too circumspect to bring up her opening statements on her proposal, which I found over here and read. Anyway, the optics are that she showed up for the first committee meeting, and it sounds like the decision had already been made. And that there was very little discussion. So, my mind immediately went to, I guess Beth was the, token environmentalist on the committee. So, and I'm not sure who's on the ad hoc committee. I don't know, why they decided to approve this, this extreme change, which is it is an extreme change to drop them 40 acres down to 1 or 2. But something of this size, I think it needs to if you're really if you really want to defend it and go after it, it needs to go to referendum. For the people of the county to decide. Again, it should not be decided. Strictly by a vote of the county board, and that's all I want to say. Thank you.

Tony Kemp, 2800 S Irish Hollow Road, Hanover

- I have the Inn at Irish Hollow out on Irish Hollow Road. I have about 500 acres out there, with about 2 miles of frontage, so I could break it up really nicely. About 30-plus years ago, Carol told me 200 acres of land that I could not afford. I wanted it, we worked it out, we figured out a way to do it, and I needed to somehow get that mortgage paid, and the law at that time was 5 acres. So, not having to think, because the law was 5 acres. I guess it was in 1996 or so, something like that, 1995 or 1996. It was 5-acres, and I thought, I can sit my guests were like, we have a lot of guests saying, oh my god, we love this place, we want to have something here, we want to have a house. And I thought, let me start breaking some of the land I purchased in 5-acre lots. So I started taking deposits for my guests, and they all were like, yes, we're so excited to become part of Irish Hollow. We are going to have a 5-acre home site, and I think after 30 deposits that I took. I woke up one morning, and I woke up thinking, my beautiful property is going to look like a quilt. It's just going to be fences and fences and fences and so I thought, we need to rent more rooms, make more breakfast, and that's what we did. Because it just it the reason why we purchased that beautiful land it was gorgeous. It was it's still all open. Rolling hills, and we were so fortunate to be able to put so much together of 500 acres. To kind of just have it open for our guests to roam. We farm it, we have a lot of farming going on the property. So, the 5 acres I didn't have to think about it. The gentleman there just spoke about, let's trust. let's trust people. Let's have development and trust people. Well, when the law says 5 acres, I was like, okay, that's what's okay. The county is saying that it's okay for 5 acres. I personally had to say no, that's not right! That's going to

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just ruin everything about my property. So I did that personally. That was my own thing. We just we were able to pay that mortgage and not have to sell one single 5acre lot. And I couldn't be happier about that. But it was because of that just saying, like, they're in front of me, it's okay. It's okay, do this. So there was something that came in, is it 1999, Beth, when it got changed to 40 acres? Something happened then. There was a reason. We were trying to fix a problem. Something happened at that point, and we said, we have to make a change. So now, here we are, at another point. What problem are we trying to solve right now? Why did the ad hoc committee think that it should be lowered from 40 acres? I understood it completely from my personal experience, why it went to 40, and I was like, thank God. So now, as we try to go down to two acres, one-acre, what problem? What are we trying to solve? What's I guess that's a true question. Ad hoc committee, what was the reason, and we could ask questions. Why is there actually this proposal? What's, like, what are we trying to solve here? Oh, we will. Okay. Yeah. I think that's a major thing, because I'm not sure how to think about this right now, because I mean, right now, it's like, wow. Maybe this is a good time to, like, break it up. Maybe, there's a way to do plan development, if we speak to the gentleman that was speaking about, we need more places for people that don't have the money for 40 acres, whatever. Maybe the county and the communities should have some areas around the town areas designated for some beautiful farm developments, maybe there's a need for an area like the Shenandoah area of the Galena Territory. Maybe there's a way that we actually help support an area where it's concentrated, and you have, like, a development area where it's concentrated of 3-to-5-acre areas, not county-wide. Not countywide. Because, as I said here, when the law is something, even somebody like myself, who I felt coming from, you know, I'm here 40 years, but before that, I was in the suburbs of Chicago. And 5 acres was wow, that's enormous! So I felt like I was really, really doing something great. As I kept growing and learning, and as I can feel here, truly, part of this community. I mean, it's so much of my life. I mean, there's so many people that I've worked with, I've done shows with, and people that have worked at my inn, and it's if we can have the discussion of what we're trying to solve, and maybe there's just a different way that we can help. Maybe there's a different way that we can do this by still following a Comprehensive Plan, and honoring the beauty of the nature that we have here. There's probably a way that we can do both, handle that, and preserve what we have.

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Steve Barg, 7354 W Blackjack Road, Hanover

- I haven't heard a lot of other Hanover addresses, just give them one to the team. I'm the Executive Director of the Jo Daviess Conservation Foundation, which is a member-driven non-profit conservation organization. Whose mission is to preserve and steward land and water in Northwest Illinois for the lasting well-being of people and wildlife. Our board doesn't get involved in county governance issues very often, but this is one of those exceptions. So, with the support of my 16 volunteer board members, I'm here to speak against the proposed zoning changes. We believe the proposed changes will diminish the real quality of life and

threaten our mission to preserve and care for land, soil, and water resources that we all depend on. We ask that you vote no to the proposed dramatic changes. Which include changing the 40-acre homestead rule to 1 or 2 acres, and dropping the requirements that protect prime farmland and protective and productive and precious soils known as LESA. These two aspects of the zoning ordinance are foundational and fundamental to the entirety of the zoning ordinance. Change these two elements and you change the whole ball game for development in this county. If enacted, these fundamental changes will affect every resident and landowner in the county. To understand the possible ramifications of such dramatic change. Many public hearings should be held throughout the county providing information as to not only why these changes are being considered in such a sweeping manner, but also the opportunity to learn what changes could mean to residents, landowners, and land itself. And here I respectfully disagree with the previous speaker who said that the ad hoc committee was more representative and more public input then if I heard it correctly, than the comprehensive plan was. I just think that's I don't know how that could be said. That just seems fundamentally false. Therefore, we ask that you act with prudence, not haste and solicit much more public input. Including, but not limited to a voter referendum. Voter referendum, as you know, was used to gauge public interest and input 30 years ago when zoning was first enacted. And these systematic changes being proposed deserve the same approach. Some proponents of these changes argue that because zoning variances and specialty use permits are so often get passed through the Board of Appeals group. Somehow, this means that the 40-acre and LESA requirements don't mean much. Again, I believe this is a false argument. The 30-year track record of requests for variances has established a norm that landowners and developers have come to know and operate within. There are plenty of developments that have been turned down on their merits alone, because they don't meet the requirements. Are changes needed for a zoning ordinance to work even better? Most likely, yes. But let's not start with such dramatic changes without much more public dialogue and education of what this means to our properties our ways of life, our clean water, and our communities. We implore you to vote no on these proposed changes. Thank you

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Mel Gratton, 7914 US Route 20 W, Galena

- I live on Highway 20, just outside of Galena. I've lived here for over 80 years. I've had the opportunity to do what you gentlemen are doing. I was on the original planning committee, and I did that for 27 years. During that time, we started with a generic document. It did not fit Jo Daviess County whatsoever. We didn't have a Comprehensive Plan, it was created. From then, we had some guidance going forward. After the Comprehensive Plan, we had a rewrite, because Comprehensive Plans are supposed to come before the zoning ordinance. So, we rewrote the zoning ordinance. I had the opportunity to be involved in all of that. I understand what happened, I saw the process work. There were a lot of citizens who shared their visions with us. So that they had input into it. And let me digress just a few seconds here. What we are doing here tonight, what you have before you are a public hearing. If you change this

document, to make everything permitted, do you know what that means? Do whatever you want. Right now, people think they can't build in the country. Please read the document we have carefully. It says that you can build a non-ag residence if you have 2 acres, and you have a special use permit, The special use permit goes through a group of really mean and you know, hard to deal with people. I know I was one of them. No. And the reason people are getting that special use permit? It's because they're looking at the standards that are spelled out there. It's because these things have been established through precedence and what's gone before it. That's what makes this whole thing work. Without this forum that we have right here, without the special use. Do what you want. You have the special use. You need 2 acres to build in the country. If anybody told you different than that, they were wrong. And if you didn't read the ordinance and see it, three lines close together, they all spelled it out. And it said, it's permitted to build over 40-acres. But you didn't go, you didn't read far enough, if that's what you're thinking. So, there's nothing in this document that prevents rural housing development. The reason let me tell you the reason that this works. It works because we have designed some tools that make it work. And there are tools that provide input through this public hearing process that we have. They know you're there. They know. But, no, you need to be. I like to talk to people. I really do. I enjoy it. And I think I've lived here long enough to see some changes happen in my lifetime. Let me tell you, when I was a young man, I did not believe in zoning. Until I saw the things that were happening around me. And those things changed my mind over time. I still think everybody has property rights and personal rights. But guess what? Everyone in this room also has rights. Take that special use away. And put it as a permitted use? This hearing would not be happening. You would have absolutely nothing to say. Hopefully, there's some guidelines that go along with this suggestion to change this. I don't know what it is, but I haven't seen it anywhere. But it needs a little extra work if that's the route you want to go. I want to tell you how people think that's sit up here. Now, I might be wrong, and if I'm speaking for everybody. But what happens is that most of us, we get that packet with all that information in it. That packet contains a lot of information that is conducive to great planning. There's a Natural Resources Inventory report. Very, very important. There's also in there a LESA a score. And I want to talk a little more about LESA, because nobody's talked about it yet. And I have a few things if you'll permit me, Peter, to explain. Let me tell you the experience that I had sitting there. I can remember early on in the zoning process we were ruling on a quarry request. It was down near Stockton. Skip and Carol remember they were there that night. And guess what? I thought the quarry met the standards. I thought the quarry probably could have been sighted. But I came in with an open mind, like everybody, I think, sitting here does. And we heard public testimony. And the culmination of all that testimony that night, change my viewpoint on it. I can remember the testimony that Skip gave. He told us about what was going on under the surface area, he talked about the mine shafts through that area. And some of the other, geological problems that we had there. I did not know that. That was not in the report that we got. After I heard that and some other testimony that night, I changed my mind. And that's the way we have to operate. We have to be able to be open, and understanding, and willing to not form our

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opinions based on what we personally think and feel all the time. But to be open to what's out there. So, Skip and Carol, you did us a service that night. And I appreciate it, because it was a lesson that I learned early on in the process. So, thank you. I've got a whole speech I spent a lot of time. In doing this, but I'm just going to highlight it. I want to get to the LESA scoring system. And I want to and then I'll let you put the rest of this into the minutes. I haven't heard any testimony or very little testimony on what the LESA scoring system is and why it's important. And I think that has to be emphasized, and I really want to cover that. LESA, Land Evaluation and Site Assessment. It means in the land evaluation, you know, that is the soil, that is what's on top of the ground and under the ground. In Jo Daviess County, this varies widely. And we get a report on each specific parcel. You still get that, I'm assured. And it tells you what the productivity of that soil is also tells you a lot of septic information and other, subsoil information and things like that that are very important, and if you as a landowner are using that for your benefit, or if you have one through this process, pay attention to it. There's good information in there. But the second part of that, involve site assessment. And the site assessment, goes on, and it there's 200 points that can be scored on the site assessment. What it does, it follows the comprehensive plan, it looks at things like distances from communities. It looks at septic quality in that area for all the soils. It also looks at some of the other things here, which are totally measurable. And it promotes a system which is has long term planning principles that are objective versus subjective. And all of this goes together. This is a comprehensive thing is individually scored, so any of us could breathe it, score it and you should get pretty much the same answer. It's one of the things we improved on that. LESA comes from the Illinois Department of Agriculture. They don't make us use it, but they highly suggest that we do use it. The reason for it, it protects agriculture. Okay. And go back and pick up, some of this information that was in here. Let me just kind of give you a personal, observation here. Imagine that you're a visitor coming to Jo Daviess County for the first time. Most of the people will say, man, I never realized that something this beautiful existed in the Midwest. We're living here in an oasis. We have a golden goose out there in Jo Daviess County. And what we do to protect that is extremely important. Scenic vistas have value. We can talk about the economic advantages of agriculture, tourism, scenery in Jo Daviess County. has value. Let me give you an example of this. It's because the agriculture continues to be viable in the county. It's one of the few things that protects those vistas and views that you like. Many of these people come here initially because you know, they want to see the history, they want to visit Galena. They want to go shopping, or have recreation in mind. All of these things are important, and they're major draws in this county. They tell their friends when they return what they experienced. And it's one of the greatest sales things in the world. I've visited with a lot of tourists. I live next to public highways, we're which is a shortcut to, the Galena Territory. And I get to visit with people occasionally. And guess what? They share with me what this means to them. How important it is. They come up to me and they say, my family just loves seeing all the houses. Oh, wait a minute, I misspoke. My family loved seeing all the cows on the hillside, is what they actually say. Okay? If you want them to come out and fall in love with the houses on the hillside, support this. If you like

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seeing the cows on the hillside like I do, I urge you to, say no to it. I have so much history and information that I'd be willing to share with everybody. That stuff gets lost if you don't share. So please consider all these things. I appreciate what you do. This is a wonderful process, keep it alive and healthy.

David Hoff, 3223 W Headquarters Rd, Elizabeth

- We live in on Headquarters Road, outside of Elizabeth. I just came from the courtroom downstairs. There are about 60 people down there and before I came up, I asked everybody, if they opposed this change, and they all agreed. So, I asked them candidly, I hope for the people that are sitting down there, if somebody wants to come up, and be in support of this I don't want to misrepresent them, but that's how many people are downstairs in the courtroom down there. And I guess I would everybody's not going to get a chance to speak here. So, I'd ask everybody here to raise their hand, if they're opposed to this change right now in this room just to give an idea of how everybody feels. How everybody feels here. Thank you for the chance.

Connie DuBois, 122 S Scout Camp Road, Stockton

- My husband and I raise sheep on a farm north of Woodbine. I think I beat the guy in Hanover as far as how small you can be. So, I think we've had a lot of really eloquent speakers, a lot of good information. When I came to this meeting, I mostly had questions. And, so I've had a chance to have a number of those filled in with information. I've also got some different perspectives. My husband and I have been in this area for over 30 years, I grew up in a small town, Stockton's big to me. I grew up in a town of 635. When I say I lived in town, we still had a barbed wire fence going across the backyard and angus cow cattle out there. So, a couple of things. One is, after hearing this, I now support the fact that we need to slow down and I'm not for the current zoning change. But I also recognize what the challenges are. And I have some counterpoints to the gentleman who focused entirely on the economy. Where I want to go with this is I have several young men that my husband and I have known for years. And they've helped us on the farm over the years. And they would love to be able to farm. They can't afford it. They can't buy a farm anywhere. They can't even live near a farm with significant acreage. So, I believe that the zoning may not be what the solution is to that. So, we can look at the zoning, and we can protect the resources. And we can respect the families that have farmed here for 200 years or 150 years. My husband and I have been blessed to be surrounded on one side by the Huntenlocker Farm and on north of us was the Roberts Farm. We respect that heritage, and they've taught us a lot. But I think when I know that there's also a challenge, not only with those younger people trying to get into farming, but what happens to that farmland when there's not a family member that wants to farm after the folks pass on, or when there's not a family member, period and, once again I would like if we can step back and possibly not consider zoning the answer, maybe there's some level of financial support. Maybe there's some level of specific farm loans, something that can

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address that issue, other than zoning, because it is a real issue. I would also, when Curtis Huntenlocker, that's the gentleman that was across the street with the farmland passed, if I think about the fact that his acreage could have gone to 1 acre subdivision and instead of having maybe 10 houses on it. You have 400 houses on it. That's mind-blowing. So, I guess my question would be where, as you deliberate, what do you think we will look like in 10 years? Now, hopefully we have jobs, and I think you can bring jobs to the area without having a free-for-all on how and where people build, but where what are we going to look like in 10 years? If you go to Scales Mound, you know, where the Jesus Saves rock is, where you can look over everything. And it's just a sea of green. Blows my mind. Can you tell? It blows my mind. Thank God to be God! And never come back. We can tackle the problems of our youth. Let's not try to zone our way out of it. Thank you

Carol Schwerdtfeger, 1126 S Elizabeth Sales Mound Road, Elizabeth

- Thank you. My husband Skip, and I came here in 1964 with two little children. We are residents and voting, registered voters and citizens here and actively defending this Garden of Eden, we have found, like all of you other people are trying to do in the best ways possible for everyone. And there were two important things that needed more emphasis. I was disappointed my testimony at the last county board meeting did not make the public record. Because had I known it didn't, I would have brought it tonight, because that testimony included four pieces of evidence supporting the science behind the driftless area. And the driftless area is the only driftless area identified as such, on this planet, currently I know there have to be others, but apparently, either they're not already so developed over that they've it's lost its essence, or for whatever reason, if you Google it, this is you'll get all the same information. Also, in our information center in Galena, they used to have a wonderful thick book about the driftless region. And there is the underlying problem with it is the bedrock is very, very porous. Form of limestone, and it the scientific name is Karst, and karst because it's porous, has lots of fissures. In fact, one of the maps shows the grid all the way to the surface, where all the groundwater can run all down into all of our wells. And septic affluent, as it disperses through the septic field, eventually makes its way there. As well as ag, and whatever else enters our water. So, if I hope that I can resubmit it as the whole packet to you to explain that in detail. But because in my because I had the same questions you did about the reasons why our ad hoc committee felt it important to make these changes. I did ever since that county board meeting, it was a complete mystery, and so I hit the books, via AI and the internet. And I've been researching ever since that meeting. And I could find no reasons for it, so I had to, just make some assumptions. And let me gather my thoughts here, and explain, in the course of further research, search, I learned that Jo Daviess County is not only the is, I always thought partly in the driftless region. I thought when we got to Stockton, and that massive view opened up, that was the edge of the glacial moraine, and I did not realize our entire county is in the driftless area. And our county was the first county to be settled by white people. And originally, our county borders encompassed the area, now part of seven

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other Illinois counties. Some of you may already know that. So when we compare our zoning ordinances to other Illinois counties zoning ordinances, we are doing ourselves harm. Instead, we should be comparing our zoning ordinances. to the Wisconsin counties which lie in the driftless region. So I researched some of those, and they have wonderful, simple ordinances that would protect the driftless area far better than we're doing, and we're doing an admirable job. So, I'm glad to see some notes being taken, because I feel that that will save, you know, I know the goals of our ad hoc committee and the county board are very lofty goals, and they're all about preserving it for posterity and about also, they want to economic development. There is nothing that will bring more people than history, and all the scenery that we have to share them. If we just market the driftless area when I explored Galena Country website, and one beautiful publication they have, which is our primary marketing for the county right now, it's interactive people can go to it on their phones and laptops. Sorry, I've been fighting bronchitis for a long time, and I propose that. Okay. So, then I can stick to this one. Protecting groundwater is a statutory obligation, and that's why it has to be held first and foremost when our groundwater is so delicate of resource. There have already been two residential resort developments that are mostly most of the homes are in septic's and it didn't take long before Galena Territory had to eliminate their swimming beach due to pollution levels of Lake Galena. So that's just a recent history example of the potential consequences. Someone mentioned previously in testimony the areas of development where can people go that would that they're trying to make places for. There are 9 underdeveloped communities in our county, towns, cities, and villages, each with a 1.5-mile radius for planned growth. For those desiring smaller acreage properties, areas where if you need a more affordable housing, there could be multi-family housing potential for them. We're only guessing at reasons that you're trying to solve. The creative thinking is what it's going to take the next generation of with creative thinkers. Perhaps the day will come when septic treatment technology equals or surpasses that of community water and sewer treatment capabilities in Jo Daviess County. That might be the time to reconsider. We know that technology is changing more and more rapidly with each passing decade. And so the best we can do is to make our plans based on current technology, protect our fragile area, and just wanted to add a little more information for the LESA score. I wanted the LESA score is the primary purpose of it is to guide land use planning and zoning decisions. And this is all from official records. The farmland is considered currently the gold standard, and it's precisely what we need in a county that is 100% driftless. And as a last suggestion, I propose the board is well advised to vote no on these amendments as written, and do more research. On all the new information available regarding since we've lost the EPA protections, we used to have, we will need more Illinois and county protections. And since we may not get to all three sections today, I would like to add my recommendation that there be a new ad hoc committee to study the best ways to use the driftless area Information now available benefit of preserving and protecting our Garden of Eden, while enhancing our education and marketing to the benefit of all our present and future residents, of our truly one-of-a-kind, Jo Daviess County. Thank you for listening to everyone.

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Shari Kochman, 306 4th Street, Galena

- I'm also president of the board of the League of Women Voters of Jo Daviess County. I speak on behalf of our members, and with your permission, I ask that League members who are in attendance, if they're inclined to stand, to see how many are represented here. The League of Women Voters of Jo Daviess County opposes the proposed zoning change allowing for building on now 2-acre lots. The League is a state, national, and local political organization that promotes active and informed citizen participation in government. We do not support or advocate for any party or candidate. We do, however, take stands on issues, and only after our members have studied them and reached consensus. The league at all levels supports the wise conservation and preservation of our water resources, including groundwater. In 1990, our league conducted a study of groundwater in the county. We then adopted a consensus position to control potential sources of groundwater contamination, to enforce ordinances that influence groundwater quality, and to educate residents about groundwater contamination and methods to reduce its sources. We spearheaded collaborative efforts to develop water resource management plan that included water sampling, and analysis. Scientific sampling indicated that microplastics, pharmaceuticals and personal care products were already evident in our groundwater. and we're most likely the result of septic effluent discharged into the shallow aquifer from which most private wells draw their water. The League's position is that residential development should be encouraged only in areas that can be connected to water and sewer systems as part of the Comprehensive Plan. More septic systems spread throughout the county on 2-acre lots will be detrimental to groundwater quality, and detrimental to the health and welfare of those residing on those lots. The League of Women Voters of Jo Daviess County opposes the proposed zoning change allowing for building on 2-acre lots. Thank you.

Wendy Clark, 1107 4th St, Galena

- I want to thank you for this opportunity. I know that this makes for a long evening for you guys. I grew up here in Jo Daviess County, out on Pilot Knob Road. Not far down the road from John Schultz. I used to wave at him when he went by on his tractor when I was a kid, but I've also spent the last 28 years or so of my life elsewhere working as a wildlife biologist and also a natural resource and land use planner, so I have sort of some perspective on the process that you guys are going through, and what it's like to try to contend with all this information, so I hope I can be brief. I've been scribbling notes on things that other people have said to try to not have to repeat things that they have said. One thing I'd like to say is to echo the idea that more time might be needed to consider this. I realize that there are constraints, on, process and what you guys can do, and how you need to do it. But I think that, in particular, Steve Barg's recommendation that maybe there ought to be some meetings out throughout the county to help kind of inform people, so people can really understand the consequences of making these changes. I think that could be a very useful

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thing. In my work, I worked for the federal government, for all those years that I was in planning and in biology. And actually, that was something that we shifted to early in my career, was doing what we, you know, town hall meetings, or we call them public cafes, or whatever. And they were an informal structure, and they were a really good way to kind of get that information, and also give you folks time so you know, you're sitting here tonight, and you've got this fire hose of information coming at you, and then you're supposed to try to make a decision. So, I would recommend doing something like that. I also would like to address the question of why this is going on. Again, lots of people have asked this question about the 40-acre rule change. And why the change. And we've heard some things from other folks that I think kind of get at that, but I also kind of searched through the materials and didn't really find any explanation about why this was being proposed. And again, in my career, we didn't do anything without defining what we called the purpose and need. That was the thing that really told us, why are we doing this? Why are we planning this, you know, campground, or road change, or whatever it was we were doing? We always had to have a purpose and need. And so I feel like that's something that's kind of missing here, because you don't actually know if you're accomplishing what you intend to accomplish if you if you don't even know what it is you're trying to do. So I think that, you know, maybe that ad hoc committee had something in mind, but it's certainly not been very available to us. Now, a couple of things that we've heard are that some things about farmers in particular needing to be able to make some economic gains from their property, particularly at a time when farming is becoming more difficult, and it's kind of almost starting to die out a little bit, or be replaced by other things. And I'm very sympathetic to that concern, it kind of breaks my heart to drive around and see sort of the relic farms, or see farmland just sort of vanishing and not being part of this county to the extent that it used to be. But I also recognize that we are all kind of constrained. Zoning is something that isn't, I would disagree that it's a government controlled, of course I was a government employee, but I would say that zoning is something that, as you can see right here, is something that comes from all of us. It's something driven by the people, and we are all constrained by it. So, I may also be struggling to make ends meet, but I can't put a U-Haul dealership or an RV park, or carve off, you know, a corner of my property and build a house on it. I'm constrained that way as well. So, it's a difficulty, and I'm not unsympathetic to it. But I think that we have to respect that, you know, the rules are made in a way to try to consider all kinds of different issues, not just the need for a particular group of people to be able to make a go of it economically, and I think that it's important, as Mr. Gratton noted, that there is an avenue for doing that. As one of the speakers noted, farmers know what part of their land is or isn't productive, and they have an avenue for being able to carve off a piece and sell it and make some money off of it. If it meets certain criteria. And that gets back to the LESA thing, and I'll get to that in a second. I also want to, again, a lot of people have talked about the Comprehensive Plan, and there are a lot of things in it, obviously. It covers all kinds of stuff. And of course, the thing that we've talked about tonight is about maintaining the rural character of Jo Daviess County. That's kind of the focus of a lot of the discussion. Now, there are all these other things we need to try to do. We need to try

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and get our economy up and rolling or at least maintain it. We need to, you know, try to keep young people here and attract families, and all kinds of things. But all of those things have solutions that don't require using up a finite resource. But we cannot maintain the rural character and the open space of Jo Daviess County if we start carving up and chipping away at that finite resource more than we already are. That is a goal, maintaining the rural character and maintaining the farmland in Jo Daviess County. That we simply can't do if we start chipping away at it. And as Mr. Gratton pointed out, as a process person, by this rule, basically, circumvents a process of careful deliberation about when and how to chip away at that finite resource. So, I would argue that it's best to keep it in place, or something like it. I mean, 40 acres is I don't even know where that comes from, but there it is. At any rate I would also say that just as kind of an example, I've been going up to Madison lately helping a friend with some medical appointments, and driving through kind of the expanding areas around Verona and so on. And, you know, we're all talking about, sort of, the dire thing of big subdivisions and so on, and I think that's not really what this is necessarily about. But that can happen. The other thing I've noticed is what I would call the sort of relic farms that are adjacent to the areas that are being developed. So, once you start to develop an area, it seems to me, from what I've seen just looking at it, the farms that are nearby kind of start to die off, too. And so, you just start to it sort of creeps outward, and you lose it. So, I think that's something we need to be very careful and thoughtful about and not open the door wide to development that we're not really tracking carefully and making sure that it doesn't, again, use up this finite resource that we have. I would also say that there was some comment about, servicing rural development and the expense of that. And I would say that I don't particularly think that people living out in the country are any more or less independent than those of us living in town, but I would say that some of the things that were said early on about the need for, for example, the county sanitarian, and other personnel to go out and site and find and approve septic systems and so on, that's a big load. So, if we start increasing the amount of that that needs to happen, in the county, then we've put a big tax load just on personnel having to go out and try and deal with that as those things come up. And so that that's actually where that comes from. And then other services, impacts on road systems and things like that. That's where the taxpayer expenses come in that aren't necessarily offset by added property taxes of subdividing those properties. It's hard to do that math because it's really hard to predict into the future about what's going to happen. But we really have to remember that there are these costs to the taxpayer when you start, you know, having to do more and more things out there. I also, as I mentioned I was a wildlife biologist and then got into the planning side of things. Some people have talked about the ecological diversity in the species here in this area and there are, in the state of Illinois, not just in this area, in the whole state, there are 513 State either threatened or endangered species. Now, not all of those, of course, occur in Jo Daviess County, but it does have I didn't take the time to look up the numbers, but Jo Daviess County does actually have pretty rich diversity of wildlife species, ranging from little mussels and insects to various birds and bats and so on. And a lot of the reason that we still have what we do have here is because of this open space, and because of

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a lot of, the farmland, actually, that's out there. And I would also say that certain, some of that, sort of, not-so-good farmland, stuff that's not as arable or not as, not sure what the right word is. Is actually where we are able to maintain some of those species. And many of them require bigger, more open spaces, and so on. And once you do start to subdivide, you start to have giant lawns, you start to have lawn chemicals, you start to have all kinds of things that can have a bigger impact than in the specific area. So that's another thing to consider. Then I also just want to mention, I've just been learning about the land evaluation and site assessment tool, the LESA, and it sounds like that's sort of tied to the natural resource inventory reports things, and there are a few places that I noted that those were proposed changes, and I think that that's a big mistake to remove the LESA assessment. The reason for that is that, again, as a planner, one of the gold standards is if you have some objective measure or some way to make sure that you are applying things consistently, and you're gathering the data that you need, that's a wonderful thing, and you have that. You have this LESA tool. I know it's not perfect, nothing is, but taking that away leaves you wide open. One of the things that could happen is simply just the inconsistency of approving one thing and not something else. If you don't have the LESA tool, then you don't have sort of a defensible explanation about why you allowed this and not that. So, I would really caution you about getting rid of that, at least without having something equally good in its place. And the same thing of any other kind of measurements and tools. It means that, you know, it means everybody's measured by the same yardstick. And to use kind of a weird comparison, you know, it doesn't mean everybody gets to have what they might want with the yardstick thing, you know, if I'm taller than that, I can get on the roller coaster, but if I'm shorter than that, I can't. It's a bummer, but at least we're all using the same yardstick, and everybody's being treated consistently and it allows you, as a board and the county in general, to make good, solid, defensible decisions and be consistent in how you're applying the rules. I think the last thing that I want to say is I spent 7 years working on a land and resource management plan for 3 million acres in central Montana, and it's a very, very different thing than what you're encountering, but one thing that I've seen is we wrestled with language a lot. And we actually brought in legal review of wording of what are the equivalent of ordinances. Because a word might a committee might say we know what this means, but everybody else might somebody might interpret it differently, and I've run into that a million times in my career, so I would strongly encourage you before you actually formally adopt any ordinance changes, I'm assuming maybe you have some kind of legal review, but I'm not sure. I would actually seek legal review from professionals who work in planning and are used to looking at that kind of language, not, sort of the more general all-purpose attorneys, that's probably not the right way to put it, but people who are kind of familiar with implementing law, regulation, and policy, because that can really help you out. I have run into situations myself where we're trying to apply an ordinance that was fairly new, and, you know, this group of planners said, no, this means this, and the other group said, no, it means that, and then suddenly we realized we didn't know what it meant. So, I would encourage you to do that. Thank you very

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much for your time. I know this is definitely a lot to take in one evening, but I really appreciate the opportunity. Thank you.

Skip Schwerdtfeger, 1126 S Elizabeth Scales Mound Road, Elizabeth

- I'll be very brief. I'm trying to simplify this down to something that would give us a hook to hang our hat on. And basically, it's this under all is the land and all of this land is karst. And this land will not tolerate heavy pressure for septic and an over drilling on wells. We need to have the LESA scores to let us know what we're doing with each piece of land. I want to remind everybody that Mel pointed out, 40-acres was never intended to be a magic number. When the Comprehensive Plan is necessary to keep our teams, all going in the same direction. But 40-acres certainly is not a farm you could make a living on now. As Dan said, but we are in a position where some people can make it a living on a 2-acre catfish pond. And other people need 5,000 acres to make a what they consider living. But the reality is we need to make sure that we don't have unbridled development here that this is karst under all of the land. And we have to make sure that we protect it. Thank you.

Bill Tonne, 111 Olde Maple Court, Galena

- I'm on the Galena Zoning Board. And in another life, I spent 17 years on this board. Pardon this brief question. Can we assume those testifying on Section 1 have been sworn in? I'm going to assume, not that it was functionally accomplished, but I think we're all under that assumption. 40%, roughly, of the Jo Daviess economy is agriculture. Roughly 40% of the Jo Daviess economy is tourism. The other 20% is services, like the courthouse the hospital, churches, schools, and the rest of the services. Even some lawyers. They are in synergy. The blue sky of ag brings tourists. Tourists do spend some money in our economy, and they like what ag brings us in terms of our culture. Which does go back historically into the 1800s. This all is quite important for us. There are other things besides the economy. But it's a long way to number 2. Culture is right there. That's family. And we have a unique place. Across this country, towns the size of Galena are hurt. We're not. Agriculture across this country is somewhat hurting. It is here, too. Rainfall, the cost of land, the cost of supplies, the cost of equipment, cost of fuel, fertilizer, but we share the economy because of our tourism with ag. We have amenities here that support ag and tourism and the services. It's a wonderful blend. A unique blend. It wouldn't be too hard to name other counties that would die for what we have, in terms of that synergy. It extends throughout the county. As does our scenery and everything else. Now, I would point out that Wisconsin has a minimum lot size of 35 acres in an ag district. And a requirement to actually be have a farm operation, soybeans, corn, beekeeping, pumpkins, doesn't matter. You know what, county in Wisconsin does not require that. None. Dane County, Milwaukee, and especially Door County. They enjoy the synergism. Raise your hand if you've been to Door County and liked it. And did you go from the Lake Michigan shore to the Green Bay shore and see anything but 35-acre and larger parcels with a house, and some beehives and a few pumpkins. They like it in Wisconsin. 35 is not that

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much different than 40. I speak in favor of a denial of this text amendment. I urge you to vote a denial to the County Board of this text amendment. 40 acres, the LESA score, and the 2 acres all support ag. And indirectly, or directly tourism and services. That's a whole ball of wax. And as a little sidebar, back in our day, Mel. And Tom, we added a question to the LESA score. As an original question throughout Illinois, that Springfield loved. The question is, if this is your petitioner, what percentage of the contiguous properties are in ag and corollary to that, what is the amount of money they've invested in their ag operation, $500,000, a million, 2 million, 5 million. The more your contiguous properties have invested, in ag, and its millions, the more you would be entitled to not turn that petitioner into a residence. There isn't a single farmer in this county, who doesn't see a residence going up near his farm and wonder, what effect that might have on his farm. If the LESA score says, well, you know, you're within a mile and a half of a municipality, your score is going to be low and maybe you can develop that farm, 2 acres, or more, with the proper septic and other surveys related. Especially the LESA score. Please, don't drop the 40 acres. Or the 2 acres, or the LESA score. I'd like to add offer you to ask me questions, but it's not the place. Thank you.

Jim Boho, 1477 S Rocky Hill Road, Galena

- I don't think we really touched base on tonight on the number of residents that we have that have 40 acres, that live on the 40 acres, that believe in the 40 acres. And there are a lot of us, and it's a dream. And I can't put together anything more than what all these other fine people have said against us tonight. But I would like to speak on that dream. Jo Daviess County, to me, is a dream, and to many people, probably sitting behind me, it's a dream. And a big part of that dream is 40-acre residence. So, I would ask you to please stand with the 40 acres. It's the dream of the county. You can see it, people come here for it. Thank you.

Tom Heidenreich, 10488 E Binkley Road, Stockton

- I'm an eastsider. I live over in Stockton. And I farmed all of my life. Have been a member of the board. Had an opportunity to write and produce the Comprehensive Plan, develop the LESA score. I want to echo all of the things that Bill Tonne said. I first want to state that I'm opposed to the zoning changes, the 40-acre to one acre, and eliminating the LESA score. Bill Tonne recognized all the good things the least the score does. It's a little-known thing that not very many people in the county even know exist that you guys use to promote the health, safety, and welfare of everybody in the county. It's indispensable. The Illinois Department of Agriculture. says that it's the backbone of the ordinance, and I'll agree with them. Now, you all know what the LESA system does, you get the score, you relay it to the county, I'm preaching to the crowd here. A lot has been said about the Comprehensive Plan, and in the Comprehensive Plan at the back, there is a series of maps. And it verifies what the LESA system has done for the county. In the last 16 years, it starts off and I hope you can see these maps. They're in the Comprehensive Plan. Maybe you guys look at them all the time. Good for you, you do it starts with the farmland classification soils, the good stuffs over on the east

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side and up round the state line. And the porous soils go to Elizabeth and down into Hanover, up around Galena, Galena Territories. Jo Daviess County actually has 80,000 acres of woodland and another 72,000 acres of pasture land. That's according to the soil survey that was taken years ago. That's almost 40-some percent of the county that's covered in woodland. The county has two maps, the zoning map and the land use map. We have 3 districts Ag Preservation District 1, Ag Preservation District 2, and the General Ag District. You can see them. They're pretty well colored. I hope you can see them. The plan the districts are Preservation District 1 is up here. It's the prime soil that we have in the county. Preservation District 2 is the important farmland. And the third one is land that's not of statewide importance, is the way they put it. So, let's look at what's been done since 2006, because that's when the LESA system was incorporated into the ordinance, and we have records of all of the permits for housing, the new home starts since then and this map will show you that the LESA system is placing houses exactly where it was supposed to toward the municipalities, away from the prime farm land, away from the important farmland, and away from farms that have large investments. It also enables the school districts, the townships, fire districts and the EMT to service those people because their homes are closer to the municipalities. When digesting, the effects of the LESA system on the county, in 2006 to 2012, there were 319 permits for housing starts in Jo Daviess County, Ag Preservation District 1 had 26 of the 319. The General Ag District had 237 housing permits, 31% of those went into the planned unit developments of Galena Territory and Apple Canyon Lake. So, you can't count that they all went into the unincorporated areas. In the last 10 years, in Ag Preservation 1, 4.2 houses per year constructed in an Ag Preservation 2 area, 5.6 houses per year, in the General Ag District which is where woodlands and pasture is located, 70% of the new home starts went to those districts. The LESA system is the backbone of the ordinance. Getting rid of the 40 acres and lowering it to 1 eliminated the use of the special use, no more need for it. No more need for the LESA system. No more need to direct development to where it belongs, next to the municipalities. You just walk into the office buy a permit, you can build a home on 2 acres, anywhere that you want to in the county. Is that good planning? We have to be careful of something. We're number one in one particular area, and that is that we have more second homes in Jo Daviess County than any county in the state. We're number one. Allowing people to build a home anywhere in the county on 2 acres, do we need to accelerate our number one position? Most of those are second homes, but I'll warn about something else. We have a city right across the river that has 3 times the population that our county has and it's a half an hour drive away from here. If we start to let development happen, it will happen and I'm afraid it'll happen fast. I have one question, before I quit, and it's probably because I just don't understand. So, if you could explain this to me, I would appreciate it. In Title 8, Chapter 3, District Regulations. D. Agriculture residents provided that the minimum lot size shall be, strike out 40 acres and add one acre. Item E. Non-agricultural residents provided that the minimum zoning lot size shall be, strikeout 40 acres, and add 1 acre and are subject to Section 5B33 of this title. That's exactly what it says. What's the determination whether D applies or E applies? When I go into the zoning office, and I want a

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permit, how does the administrator or this board establish that I should get an ag residential permit or for a non-ag residential permit. It used to be 40 acres. What is it now? If you could answer that question for me, I would appreciate it. Is it just arbitrary? Yeah, you said that.

    - Meeker states there has to be some agricultural use of the property for it to be an agricultural residence. Meeker states, Melissa, do you want to weigh in a little bit? Because I think you have more experience with it.

    - Soppe states we have an agricultural affidavit, so basically you are signing that, what you carry on the property? You do need to provide some additional documentation, such as, like a Schedule F, livestock receipts, grain receipts, seed purchases, fertilizer to show that you're in that agriculture operation.

- Okay, so now I'm in the agricultural property. What's my zone?
    - Meeker states agricultural.
- Does it ever get put on the land use on the zoning map?
    - Meeker states the agricultural district isn't changing with that.
- Exactly, that wasn't my question. Does it ever if I have a home that's an agricultural use. How does it affect the zoning map?
    - Meeker states, it doesn't. It's still zoned agricultural.
- You're correct about that. So, what's the record of how many homes are being built in the country? It's all agricultural. Same as it would be if I built a home on my farm. How are planners ever going to plan in the future? There are some serious considerations here. This is just random house building. Thank you for your time.

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Jody Carroll, 6246 S Gras Road, Elizabeth

- I previously served on the county board for 10 years. I also served as an alternate on the zoning board. And I'm here today to speak in favor of maintaining the 40-acre rule and the LESA scoring system. The 40-acre rule has worked well for agriculture. And it supported both the Comprehensive Plan, and the rural character of Jo Daviess County. This issue is often misunderstood. The current zoning ordinance already provides a process for non-agricultural homes to be built on parcels smaller than 40 acres through the special use permit process. There is not a shortage of opportunities for non-ag residential development under the current system. In my time serving on the board, I can only recall one non-agricultural request that was denied. That demonstrates a current ordinance is already flexible, and allows reasonable development while still protecting farmland, in preserving long-term

interests of the county. The purpose of the 40-acre rule and the LESA score is not to stop growth, but to ensure growth happens responsibly, in a way that balances private property rights with long-term interests of agriculture and the county as a whole. Agriculture remains a major part of the economy, identity, and landscape of Jo Daviess County. Once productive farmland is developed, divided and developed, it is very difficult to reverse. Decisions made today will have long-term consequences for future generations. I encourage the board to continue supporting policies that protect farmland and maintain orderly development and preserve the character of our county, by keeping the 40-acre rule, and LESA scoring system in place. I'd like to thank your time.

Gary Webster, 618 Gear St., Galena

- I'm one of the few people in this room, maybe besides Mel and Bill that grew up in this town. Which is going to get me to my point. Grew up here, graduated from high school in '75, you can do the math. Moved away in '79. I saw the Galena Territory come in. For those of you that don't know, back in the late 60s, early 70s, Galena had billboards outside of town advertising 26 or 24 antique shops. Galena was a tourist town back then, but it was antiques. Then the territory came in, but before the territory came in Galena was going downhill. The building downtown known as the Coatsworth Building, if you ever drove on Back Street across from Lemfco Foundry, the whole backside of that had fallen down. In fact, somebody put a mannequin, a female mannequin up on the toilet up there, and you could see in there, you know, everybody laughed as you drove by all the time. Like it or not, you remember that, Bill? Like it or not, the territory revitalized Galena, the downtown, the restaurants, but it changed Galena from an antique town to a tourist town. Now you have boutiques, nice restaurants, gift shops. I've lived in the big city. I left Galena in 79, I was in San Antonio, Texas, Austin, Texas Madison, Wisconsin, the Quad Cities, then down to Charleston, Illinois, where you could roll a bowling ball and it'll keep going, because there's not a fence or a hill, and then back to Madison, I spent my last 24 years in Madison area. And I just moved back here 3 years ago. I could have retired anywhere. When I came back, the same reason that these people come out here from Milwaukee, Chicagoland, a lot of the speakers that are transplanted here. They came for the beauty. Once you take it away, it's not coming back. They're not coming out here to look at rooftops. They're coming out here to look at the trees and the wildlife. I think it was Beth from on Rocky Hill Road, that's why they came out. So, all I can say is please don't take it away. I oppose this. Please don't take that beauty away. Bill, hit it perfect. 40% ag, 40% of the economy is tourism. You start popping up houses all over this county, forget the environmental impact, because that's all-real stuff, too. We're going to take away the beauty. I've traveled a lot of places. And you say, oh, I'm from Galena, Illinois. I know where that's at! That's beautiful there. So please don't take it away.

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Tracy Diestelmeier, 4602 S Derinda Road, Elizabeth

- I apologize, I did not prepare a written speech, but I do have some thoughts. One, I am opposed to the Section 1 pieces that you're describing. But I feel like if you look at it comprehensively, the entire package I am opposed to. We can't you've heard enough, I agree with all of the people who talked about the environmental issues, about the economy, the farmland, I am from a family of farmers. I've worked in the tourism industry. It all works hand-in-hand. We have something that other places wish they had. You are the gatekeepers. Every individual can't be at their own will to do whatever they want and maintain what we have. We need you to do that. That's why somebody put you in place, thank heaven they did. I know I've had experience on the other side where I was asking for something, and I was told no, and I'm so glad that you say no to people because there has to be a way to filter through and maintain what's good for all. This area is the second most high tourism in Illinois. The

  only place that has more tourism than Jo Daviess County is Chicago. If we destroy what we have, and that's what will happen, it is an act of destruction if this whole package goes through. It's a fact. There will be some developers who will make buck in their bank. But that doesn't help us, and in long term, it destroys us. Please, keep doing your job. I appreciate you. Thank you

John Perry

- I was really curious about at what point, the Zoom folks do that, because most of my comments are in Section 2.
  - Huschitt states, we're only in Section 1.
- So I should wait. Okay.

Gerald Podraza, 3219 E Stagecoach Trail, Apple River

- I bought a property in 1975 at 3219 East Stagecoach Trail. An 1858 rock schoolhouse. So, I've been around for a while. I want to address a couple points of view. In this point of view is going to be, I think dramatically different than what's been presented here. And let me preface this by saying this. There are times when I hear a Galena-centric kind of approach to how problem solving occurs in the county. So, I'm going to come from this viewpoint. People talk about rural culture, rural characteristics, and, from my viewpoint, I don't see how you can have a rural culture, a rural characteristic, without having vibrant, small villages like, Scales Mound, like Apple River, like Warren, like Stockton, like Galena. So, without the folks that live in those communities, in those communities, how can you have a rural culture? So, there have been a couple speakers that have addressed some, demographics, and I just want to review a couple things quickly. In 2024, there were 21,500 people that lived in Galena. That

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was 2 tenths of a percent of the population of the entire state of Illinois. There were 6,800 people who were over the age of 65 in 2024. There were 3,800 people who were under the age of 17 in 2024. So, from my viewpoint, when I hear people coming up here and asking, what is the purpose for having zoning? It seems very apparent to me that we have undergone depopulation in our rural communities, our rural villages and towns. And one way to address that is to have some reasonable, methodic, zoning. So, I'm going to approach this this way. There's a good example amongst many of a situation that has developed in Shullsburg, Wisconsin. Somebody donated some property. to the city of Shullsburg, now, I don't know how they did it, through a trust, or through a foundation, but what has happened there is, there were 22 or 24 lots and they were sold at $1 apiece. So, there's this nice development that is occurring right at the edge of Shullsburg. So, my question for you all is this, do you want that kind of development to come into the county here? Do you want repopulation and revitalization of villages and towns in the county. And if you look at the land use plan, that's a couple people have referred to that comes out of the Comprehensive Planning, one of those items is called a land use plan. And there is a what's called a contiguous growth area that circles a couple of the rural communities. But some it does not. Then there's a 1.5-mile planning radius. And that's the issue that I want to address very directly here. So, this Parkview Development Plan subdivision that I referred to earlier, outside of Shullsburg, is it possible, given the zoning that exists now or, as it evolves, is a subdivision like this possible in Jo Daviess County, given the data and the references to the land use plan. All right, so let me ask you a couple more questions, and these are kind of rhetorical in nature. I believe this, given what we've experienced, in Apple River, especially, if you have not been through Apple River, I invite you all, please drive through Apple River, see what that feels like. See, look at all the vacant lots, and some of the vacant homes. Look at it on Stagecoach Trail between Apple River and Scales Mound, there are two rock houses that are vacant, that were built just post-Civil War. There are two little houses that one of which was burned down and another one was bulldozed. So, we're all saying to ourselves, wait a second, we've got young families that need affordable housing. Where are they getting these housing for them? So this planning radius needs to be extended. It's 1.5 miles right now. It needs to be extended for 3 to 5 miles. And with lots incrementally becoming larger, from the boundary of the village or the town, so that at the outside of this planning radius, whatever it is, if it's 3 miles, 5 miles, then, whatever the actual 40-acre, 15-acre, 10-acre, whatever you decide to do with that, that kicks in at this outer boundary of this planning radius. Thank you very much.

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Cory Cassens, 6402 S Ridge Road, Stockton

- Nervous once again to be back in this room, as I was a couple of months ago. Just an observation, summarizing thoughts from those that oppose the amendments. Not in my backyard; I was here first; I've been here longer; it's fine the way it is; the existing rules are fine, just apply the variance; I don't farm, but farmers need governing and protection; I wrote the rule, and it's fine; we welcome new people, and they should live in a building where we

provide them to live in, all of them; And a while, it is true, Jo Daviess County is, in fact, number one in second homes in Illinois. So, it appears that some people are here tonight to try to prevent problem that I think we already have. If their thought is, stop new construction in rural communities. My committee chairperson summarization, separate from the white page that was submitted, which, again, that white page was submitted by a committee as a whole. I had the responsibility of authoring it, but it came from the full committee. And again, the committee was charged to meet, charge to act on the basis of county board direction that was made almost 18 months ago. My chairperson's summation is we met for one calendar year of meetings. Multiple local government meetings were attended by Ad Hoc committee members. All meetings welcome guest attendance by Zoom or physical presence. Where were you in this planning process? Where were you? I wish you success. You've got a lot to work on with the opinions that were presented tonight. Thank you.

Public Testimony Closed

- Mapes – I've farmed in this county for 65 years. I was on the other side, the County Board for 10 years. When something came up, I felt it was my obligation to see what the people wanted, not what my fellow board members wanted. I bet on this court, too. This is the hardest position there is. The county board's easy, because you have to make the right decision to follow all the guidelines. The 40-acre rule has been misinterpreted for years and years. Because a lot of people today, think you need 40 acres to build a house? No. You don't. Really? That's what people determined. They needed 40 acres. The biggest thing I see with everybody against is the special use. Special use you can get a special use, and it's worked. This county has worked well. It's fabulous, it works, nobody gets denied. A special use, you're not in ag If you take a special use away, everything's ag. Okay, you sell, I sell you the house, you sell it to him. Later on the bank is going to say, no, you got to be in if you're ag, you're ag. So next, you got to have a special use, you're a resident. So, someday, it all comes back, especially if somebody's going to have to make it. So, LESA score and everything done, we've done with, I think it's done a wonderful job, the county. It's been misinterpreted all the way; you can build on 2 acres here now. And you could do a lot of things. People need to communicate more than what's happened. They haven't communicated, and they just think this is it. But to me, taking away the LESA score, the 40-acre rule it's not right. So that's my opinion. Thank you.

- McIntyre - It's a lot to digest. I first of all, I want to thank everyone that came tonight and, given their input. Some things I've actually changed my mind on. And some things I have, secured my resolution. Let's talk about the easier one, which is the LESA scoring system, the 40-acre rule, I'm just going to try to digest it myself. But the LESA scoring system, I tend to agree with Tom. that it is a backbone to a decision-making process. It's also a standard measurement tool, which I agree, I think Carol brought that up. The problem I have with the LESA scoring system is if anybody in this room knows it, it's 300 total points. Anything over 200 points is not considered ripe for development. However, the land evaluation is only 100

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points. So, if we're trying to the problem I have, and maybe I'm maybe I'm missing something, but the problem I have is, the land, which is what farmers use to say how productive the ground is, is only 100 out of those 300 total points. The only site assessment is 200 points. So, let's say you're right next to a village, but you're in the county, not in the village jurisdiction. But your soil is rotten. It could score over 200 points. So my and by the way, I along with Bill Meeker, was on the ad hoc committee. So don't hold that against me. I had the LESA scoring part of it, and I was absent the day I was supposed to present. I was in Arizona taking care of my 98-year-old mother-in-law, so, I had a good excuse. So, anyway, one of the things I wanted to do was try to even out that score. I wanted to have the land be just as valuable as where it was. Because the land is what actually tells the farmer how productive that land is. And also, like Tom brought up, in the Comprehensive Plan, the land use maps reflect that. One of the from a 40-acre rule standpoint, and I'll move it over to that, one of the things that we were talking about at the ad hoc committee was the fact that maybe there's a different acreage rule for the different types of agricultural land. As the map shows, the closer you get to Galena, the less productive the farm ground is. The more you get towards Stockton, the very much productive the land is. So maybe those 3 areas, maybe that requires a different rule for those 3 areas. I don't know. I'm just throwing it out there. It becomes a nightmare for the staff, and I realize that. But there has been testimony here tonight from a LESA scoring system, to actually expand that mile and a half contiguous growth area, instead of mile and a half on the LESA scoring system, maybe it'd be a little bit larger or something like that. I don't know. But it's been talked about tonight that we don't throw away the LESA scoring system, I didn't want to throw it away on the ad hoc committee, I wanted to modify it because it is different than the state LESA scoring system. And there are things that, like somebody brought up that talks about the land around where you're trying to put a home, how much of the financial commitment has the farmers put in around that area. The numbers that are on there are out of date. It says I mean, I think the maximum number was, like, I don't know, 2 million, no, it was like $500,000 or something like that on the LESA scoring system. I'd have to pull it up, but maybe those numbers get modified. Heck, a combine costs that. So I don't necessarily agree with eliminating the LESA scoring system, but I would like to at least modify it to make it sense and to upgrade it. We as a government official have a responsibility to update our ordinances that make sense. I mean, how many times you guys just filled out your tax returns? How many times has that and a lot of people in here, like me, are on Social Security. If you took Social Security before the age of 65, the limit was 19,000-something-something dollars. Okay? Maybe that number should have been modified. As we started upping the amount of money that our Social Security increased by. So, my point is, is that maybe these numbers that are in the LESA scoring system do need to be modified, maybe we don't need to eliminate it completely, but we may need to modify it that makes sense for the development, site assessment, as well as the land evaluation. Because what's the average land of, score in Jo Daviess County, somewhere around 65 or 70. Somewhere around there. I don't know either. But I think it's somewhere in that area. So, my input on the LESA scoring system is we can modify it to make it a little bit fairer, to what we

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intended, which is save farm ground, the most productive farm ground. And then from a LESA scoring system, maybe we should go back and look at I'm sorry, not for the 40-acre rule, maybe we should go back and look at maybe 2 acres makes sense around Galena. Maybe 40 acres makes sense around Stockton. I don't know.

- Diedrick – do we have the authority to be able to modify the LESA score?
    - Meeker - well, what I would suggest, if that is the direction that this board wishes to go, you can recommend that to the county board, and then they would need to give direction back to staff to move forward with modifying the LESA process. But yes, you have the ability to
- Diedrick - It doesn't come from the state yet?
    - Meeker - well, the basis for the LESA score comes from the state, but as one of the speakers said, we did modify it and added some additional questions to it. So, I think we would have to stay relatively consistent with the state regulations, but we can certainly look at that and see what we can do, but it would have to you could make that recommendation to the board, and then the board would have to give direction back to us to move on that.
- Diedrick - I mean, you could go to a committee and go through the process.
- Huschitt - if I may, I just want to jump in, because I think one of the speakers said, you know, we're getting hit with a fire hose of information to Mr. Cassens comment. You know, like I said earlier, you know, we heard so many, I'm speaking maybe in broad terms tonight. There's so much good information that was shared, and it makes it very, very difficult to know what the next step is. I guess I want to take a step back, because some have said, well, you know, the ZBA should have been dealing with these issues all along, but yet we had a lot of speakers who said this should be a referendum county-wide. It just shows what a vast, almost chasm we have of trying to navigate this process. So, I guess a couple things I would just want to say in generalities. One thing I heard a lot of is, you know, we don't want this process to be too fast. I, myself, my mind bandwidth right now is not even close to trying to capable of hammering out what a LESA score should look like. I think I guess what I'm trying to say to my fellow ZBA members is we have to take we have to try to formulate some motions, but one thing I heard consistently was perhaps slow down the process. You know, again, ZBA, I think it was very hard for us to try to tackle the 40-acre rule. Mr. Cassens, you guys worked on it for a year, you worked on all of these topics for a year and a half. And now we come with recommendations. So, it has to start somewhere, and this process is just going to it's not going to end tonight. It started almost well beyond 18 months ago. But I guess what I'm trying to encapsulate all of these various comments is I think we want to be careful. I think we do want to slow down the process. I think we've got a lot of public input of concern of how the recommendations were, that's okay. We had to start somewhere. Time to, not time

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to roll up our sleeves, we have to roll up our sleeves and continue the process. I do want to say one thing, I think eliminating the LESA score, my hunch is there's some questions where did this come from, where did some of these changes come from, again, we're trying to, you know, everyone has, I don't want to say everyone have different objectives, but trying to balance economic growth. Worrying about depopulation. How do we maintain or bring a younger generation back into these counties. These are all a lot of challenges. Okay? I think the LESA score was recommended to be eliminated because it was simply a housekeeping issue. If, in fact, we go to 1 acre, you don't need a LESA score, it will never be used, so, it's just gone automatically. If the powers that be say, hey, we are going to go, and Jo Daviess County, that you, as one of the speakers said, you walk into the planning and building office and say, I want a building permit, I'm building on 2 acres, anywhere in Jo Daviess County, there is no need for a LESA score. So, I'm just I know I'm just stating the obvious, but I think it's important to say the LESA score was recommended to be away, because of a change in the size of acreage. Okay, I myself, I guess, to try to put some traction in where we go from here myself. I don't even like to call it the 40-acre rule, because it's so misunderstood. It's not a 40-acre rule. We heard so much common, which is all valid of karst, and the septic systems, and the water. To balance it with economic development. So, I personally think that there has been a lot of work done in the past to get us to where we are today, and I think we want to be very careful if we propose drastic changes to what, in my opinion, overall has been working. If I heard one thing tonight, I heard a lot about what a gem Jo Daviess County is. I love this county. I love driving through this county, and how it is. I think some of the visionaries and the people who brought zoning in, I give them a lot of credit, they started from nothing, they started with generic templates, if you will, and we've tried to grow it. And now we have, maybe the challenge again of seeing, you know, where we are. But for me, sitting on this committee, I fundamentally like the 40-acre rule, because it does allow for people to build homes in Jo Daviess County anywhere, they want, as long as it fits the standards that have been developed over time. It's possible. I've heard a lot of times, and it's a factually wrong statement. You do not need 40 acres. You do not need to own. So, when people say, no one, you know, the young people can't afford 40 acres nowadays, I'm sorry, it's factually wrong. It's a wrong statement. You don't have to buy 40 acres to build a home in Jo Daviess County. That's why we have a special use process, so I think it's fundamentally important we all understand what the process is. Now, again, there may be some speakers, and you say, I don't even like that. I think it should be 40 acres with no special use process, conversation for another day. I don't know if that's ever going to happen, but that's not the question that's in front of us. The question that's in front of us is, we have a process that says, it's just as simple to me. Someone wants to move to Jo Daviess County, I want a building permit, what do I have to do? How many acres do you own? I own X. Is it more than 40? Great. You get a building permit, here you go. I own less than 40. Okay, we have a special use process. What is that? It's a process where we're trying to control our growth, we're trying to steer our growth in appropriate areas. We're trying to manage all of these challenges, economic benefits, supporting our municipalities, preserving what I do feel is an absolute

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gorgeous, scenic county. We have to support ag and what I mean by ag is it not just preserving, in my opinion, the best farm ground. It's supporting a way of life. I don't know too many farmers, and I'm not a farmer myself. I respect farmers tremendously for what they have to do. But I'll be honest, I don't know too many farmers, I think one of the speakers said it, who actually would welcome I shouldn't say they wouldn't welcome it. I retract that, I think if I was a farmer, I would be concerned as soon as I see a new house going up, on contiguous land or land that I go to. It's a challenge. I'm not saying it's right; I'm not saying it's wrong. The more people you put in an area, the more challenges we get. So, I don't think it's just about preserving our best farm ground. I think it's about preserving the way of life. I think the 40-acre rule does that, because it starts the foundation and then we get to work backwards. So, you want to build in Jo Daviess County? How many acres you have? I don't own yet, but my budget allows for 3 acres. Is it possible? It's possible, but now you got to roll up your sleeves and you got to do a little bit of work. It's not easy, but I'll be honest with you, I was raised easy isn't always the best. And sometimes I hear a lot, and it worries me a little bit, like, everything needs to be easy. I don't think it necessarily needs to be easy. I personally don't think the special use process is that difficult. I went through it myself, a couple of times on different projects I've worked with in Jo Daviess County, and way before I sat on this on this committee. But I want people to understand now, yeah, will there be some people who might be scared away? Perhaps, but I think it's just a matter of communication. Again, you want to build a house in Jo Davies County. I want to share a personal experience. When I was looking to move out of Stockton and live in the country, two stories. First of all, Jim the Barber in Stockton, I told him, I want to move out in the country. He laughed at me. And I missed Jim Barber. He left, I mean, he said two things. He goes, Peter, everybody wants that. It's not easy, and it's not cheap. But good luck. It set the stage. It's not easy, it's not cheap, but good luck. I had my work cut out for me right then and there, okay. I didn't realize about zoning. And actually, and I don't mean any disrespect from the realtor I was talking to at the time, they really put the 40-acre rule down. It's okay, it was new, they didn't understand it. I understand it, but personally, I saw an opposite thing, when the realtor said, there's a concentrated effort to try to preserve farm ground, and she showed me a site out in the rural area. Actually, I did need a special use because it had an existing home on it, which, by the way, I think is something we want to remember. I think we'd be surprised how many parcels are in Jo Daviess County that are less than 40 acres, but you are grandfathered in. I don't know the number. I think I forget what we call those.

    - Meeker - they are lots of records that existed prior to a certain date, and yes, they can be less than the 40 acres to be built.

- Huschitt - so what I found is what I learned through this is there's a lot of different ways that we can build. The point I wanted to make is; I personally am going to read a statement. When the realtor told me that there's a concerted effort to try to control farm ground, the part of land I was looking at was surrounded by farm, by rural ag and I immediately told myself, I

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absolutely want this parcel. Because I just found out zoning is going to protect me. I found out what I needed to do, and I found out a parcel that I found a parcel that let me do what I needed to do, and yet, the law would protect me, because no one else could come and develop that round around me. So, my point of this, once I found out what the rules where I got very excited, but it takes some homework. That's what I'm trying to say, is it takes some homework, it takes a little bit of legwork. I think the staff is incredibly helpful with people accomplish their projects. But it's not going to be easy, we just have to ask some questions. So, what I'm trying to say is, I fundamentally agree with our 40-acre rule, because I think it preserves our scenic beauty, our farm area, the economy as we know it, but we have challenges. Why did the ad hoc committee tackle this? I think they're worried about the depopulation, our aging residents of Jo Daviess County. And so, I think there is some perception that the 40-acre rule is scaring young people away. I personally don't think so, as for the reasons I just mentioned. The other thing we have to keep in mind is the 40-acre rule, or, I mean, building in the country, pardon me, it's not cheap housing. So, what I'm saying is, I think sometimes we ask the wrong questions. What do we want to accomplish? We have to accomplish a lot of things. But I feel if we want to bring young people back to Jo Daviess County, this rule isn't what we should be focusing on. We need to focus on affordable housing, and we need to focus on good, stable jobs, which has nothing to do with the 40-acre rule. Because, hey, if someone says, hey, I can afford to build a new home in the country, which, by the way, is $400,000 to $500,000 price tag by the time you put in your infrastructure, it's $400,000 to $500,000. So, for the land. So I guess what I'm trying to articulate is, I like the 40-acre rule with the special use process, because we have the ability if someone says, I want to buy 2 or 3 acres, okay, we got to go to work. We're not, I don't mean we, but no, you probably will not be able to build anywhere you want. There's going to be some parameters that we follow, and the LESA score is a great tool to allow it to do it. So, for me to try to summarize the points on the 40-year rule, I fundamentally like the 40-acre rule. I think we need to work on recommunicating and re-explaining how it works. So, if we have a farm family who says, I want to have one of my family members be able to build on the family farm. They can. But it's not automatic, you got to go through a process. Yep, you got to ask some special permission. And if someone says, I don't want to ask special permission, okay, I'm sorry, but zoning gives people a right that did not exist before. It's the right to prevent a use which is forbidden in the ordinance. In other words, zoning ordinances create valuable property rights that did not exist before they were adopted. The example I use when I found out that no one would most likely ever build around me. I like it. I've heard a lot of farmers say that they're concerned of perhaps a new home going in. And maybe it's not the first person who owns that home, and I'm not condemning outsiders, but again, we may have these conflicts, maybe that person who comes in doesn't understand the farming community, doesn't understand that farmer's going to have to knife in anhydrous ammonia at certain times of the year, a little bit may drift, it may kill a little bit of your yard, but the more we try to mix that together, I think it's some unintended consequences. So, I don't certainly have all the answers, but I like the 40-acre rule. I like our current rule because of the special use

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process. The two other things I wanted to add, and I will be quiet. I think there is a lot to be said, though also about how can we help our existing towns and villages flourish. And I personally think if we go to the one or the two acres, I think it's in direct conflict of helping our towns and villages flourish. I'd like us to figure out a way of, is there a way, whether it's the expanding circles, the contiguous growth area, perhaps we do say, if you want to live if you want to build a house within the contiguous growth area, that it can be 2 acres. Okay. No, I don't even know if we say any LESA score, I'm just throwing stuff out. But my goal is to keep the 40-acre rule with the special use process, but what are the things we can do to tweak it, to try to also enhance economic growth, make it easier to bring the young people in and not just the young people, and to help our towns and villages. So, I liked the 40-acre rule. I do want us to explore ways, I don't know if we meet with the mayors of all our villages and towns and say, how can we all work together to try to encourage this? And then the last area that I wanted to try to say is, because, yes, I have said in the past at meetings, what is the average parcel size, because I found that interesting. The average parcel size, don't quote me exactly, but it's averaged from 13 to 16 acres. I think that is very key information, because if there's one thing, I've heard so many times, don't know if it should be 40, don't know it should be 2, what should be the number? Don't we have that number? I'm not suggesting we lower it. Please don't think I meant we should lower it. But I think that is a very telling number. It tells us through the course of the special use process what do people want to build on. I want to build on 15 acres, because that's the average size. Doesn't it capitalize everything? So, what I'm trying to say is, keep the 40-acre rule fundamentally. How can we tweak that rule, or perhaps look at a smaller parcel size, closer to our towns and villages to help them grow. And then perhaps we can give a little bit more authority to the staff in planning, because instead of telling everybody they have to come for a special use process, could we maybe say, hey, okay, if you want a 15-acre parcel, because that's the average run a LESA score on it. If it's under 200, that doesn't need a public hearing, whether the staff grants or the staff says it goes to the county board for approval.

- Mapes - It's best used before it's a hearing. recommendation from us for special use permit.
- Diedrick - limit the LESA score. then you wouldn't need a special use.
- Huschitt - the other point I want to make when we look at the 40-acre rule with the special use process, are there things we can do to refine the process to make it more user-friendly. I said, like I said, I went through it, I didn't find it very frightening, you just have to do your homework, you have to listen, you have to ask good questions. But I do wonder because if someone asked me, if a parcel came in front of the ZBA, and the LESA score is under 200 and it's 15 acres, I would be hard-pressed to think of a reason why that wouldn't pass based on historical evidence. Right. So, that's why I'm trying to say is, again, is keep fundamentally keep the 40-year rule. How can we tweak it to make it help our villages and towns, perhaps they get growth, meaning a smaller parcel, closer to town. This is based upon, we keep the LESA score, we retweet it, but then also, my last point was, we incorporate it to give the

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administrative office a little bit more not leeway, but the authority to grant these, so we don't necessarily need to bog down a process if it has an acceptable LESA score.

- Mapes - because LESA the score just be on the property being sold.
- Hill - Carroll County does that.
- Mapes - Just the property, like, 15-acres, 10-acres, or 5-acres just on that property, not disrupting.
- Huschitt - that falls under the idea of, we want LESA, but we need to retool it. I think it's a great point. Thank you.
- McIntyre - that was one of the things that we had talked about in the ad hoc committee, which was maybe the LESA scoring system should be just on the property or the part of the parcel that will be disrupted. Because that's where the site assessment really does fall into play. Now, just to give you some numbers, Peter, in the past, the numbers I heard were we had 91 special use permits that came through our committee. Over the history of the dubbed the 40-acre rule. 29 of those were less than 10 acres. Majority of them were between 10 and 40. So, there's no way that a house in a barn, or what or even an outbuilding is going to take up that entire 40 acres. So to modify that LESA scoring system to just be on the disrupted property does make sense to me. The other thing is, you're talking about small communities. One of the things in the LESA scoring system, it's SA2.8, is the consistency of the proposed use of the municipality, so, if the municipality that is the closest to where you're developing does or does not have a Comprehensive Plan. If it doesn't have a comprehensive plan, you're penalizing the small village who can't afford a Comprehensive Plan. So that, to me, does seem a little bit odd that you're penalizing the village that wants to grow, or something just outside, within that mile and a half area, that wants to grow, but it can't because it doesn't have a Comprehensive Plan, and that 10 points within the site assessment, throws them over the edge. So, I don't like that either, because it's discriminatory against small villages that don't have the money to go out and spend for a large Comprehensive Plan. The other thing is, is I did pull, I happen to be a realtor, so I did pull a lot of this stuff from the MLS we had, and since 2007, we've had 46 parcels that have sold between 40 and 50 acres. So, since 2007, the average was around $6,500 an acre. But there also is 51 acres and greater, but there was 114 that were greater than 51 acres. So, I don't know if those throw in it. Now, the thing that we also struggle with is the fact that you make more money, as a landowner, if you split it up into 40-acre parcels, and there's a lot of realtors that coach their clients, because that's what their job is, their job is to get the most amount of money out of that parcel for their client. So, they say, you know what, you could split it up into 40-acre pieces, and it would sell much greater for a bigger price. So, I like your idea, Peter, that says you need to educate that there is a process to go through. And I think the first people that we need to go and educate are realtors. That says, hey, there is a process to go through that you can build on less than 40

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acres. It's not as difficult as you want, however, it may tie up the property and slows down the process, it might be 90 days, and will the seller agree to the 90-day delay, and hold onto that property, and also pay taxes on that property, pay all the other expenses on that property that you need to maintain it for 90 days. So, there is a process, and a lot of sellers, to be honest, a lot of sellers won't wait those 90 days for that process to occur. So it could affect the sale of a particular property. So, I think we need to have all of that data, and I also agree that we should slow this process down. So that we can methodically and gather all the data points. And at some point, in my previous life, I was an engineer, so one of the things that we used to say is, it's time to shoot the engineer and get on with production. So, we can get into analysis paralysis as well. And I don't want it to drag it into that as well. So, it at some point, we need to shoot the engineer and get on with production is my point about that.

- Hill - Yeah, I just kind of wanted to well, I was going to talk about everything that Steve and Ron and Peter, you've all talked about it. And you know, the LESA score has been my most difficult thing, making a decision on the land. I kind of look at it as the way Carroll County does. It's only on the parcel that's being disrupted. I do not agree that it should be your entire farm or whatever surrounds that land. So the LESA score does need to be you know, tweaked a little bit. As Peter said, the 40-acre rule, whatever he's calling it, it works, it's always worked. It has kept the county looking the way it looks now, has kept our tourism the way it is now, and I can't remember who said it was Mel, the cows on the hillside. I've heard a lot of that. I've heard a lot of it. We enjoy coming out and see cows. This one couple didn't even know what a cow was until he saw on the hillside, he said, what are those things? So, at that point, I think what we have works. Does it need tweaking? It does need tweaking. A little bit here, a little bit there. I don't know what Peter wants, but it's getting towards 10 o'clock, and I would be willing to make a motion on one of these.

- Huschitt - Okay, so well, let's just start with a motion on the LESA score. And if you want me to take it, I can take it too.

A motion to recommend denial of the Proposed Amendments to Text of the Jo Daviess County zoning Regulations (Title 8, Jo Daviess County Code of Ordinances): iii. Proposed amendment to eliminate the requirement for a Land Evaluation and Site Assessment (LESA) evaluation for any proposal converting agricultural land to non-agricultural use was made by Don Hill stating the following:

1. Keep LESA and review LESA to modify it, make it more equitable, and only include areas to be disturbed or divided off.

Seconded by Gary Diedrick.

Discussion:

Huschitt - we feel is a very valuable tool and needs to be modified, not removed.

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The motion carried by roll call vote. Ayes – Peter Huschitt, Gary Diedrick, Don Hill, Steve McIntyre, Ron Mapes. Ayes: 5. Nays – None. Nays: 0. Absent: 0.

- Huschitt - Well, do we want to talk about eliminate restrictions on the amount of non-ag accessory areas? I want to talk about that a little bit, because I don't think it's going to take very long. We haven't, but we need to address it to the county. We need to address that as a recommendation. This one thing I want to say is, I appreciate, because when I listen to the study session last month, I take it as the reason was hey, people are building bigger, we all seem to have more stuff, but let's not hinder the size of an accessory building. So, if someone has an existing home, and so, similar to the variance request tonight, someone has an existing home, an existing parcel, and they want to build an accessory building, an outbuilding and this is something we tackled on the ZBA a few years ago. We did see that we were hearing a lot of variance requests simply because the size of the buildings in the ordinance was too small. Everyone was coming to us who wanted to build a building, wanted to build it bigger than what the ordinance said they could, and they needed a variance. We did change that, and I thought we did a fairly good job of flushing out the size, because one thing I'm a little worried about is if we eliminate the restrictions on buildings totally. I think inadvertently, we're going to have a lot more variance requests on side yard setbacks. I just do, because I think what's going to happen is, hey, I get to build a building any size I want there's no restriction. As a consumer, I'm like, great, because we all know is if you build a building, it's never going to be big enough. So, I don't mean it by any means as a contradictory comment to the ad hoc recommendation. I just wanted to add it as a discussion, is it is something we tackled a few years ago. Because we were having a lot of variances, I thought we did a decent job of flushing it through with getting bigger sizes, but we had some discussion of if we just make them too big, are we just going to have variance problems. So, my point of the eliminate restrictions of the amount of non-ag residences. My discussion point, then I can promote we'll have more discussion would be to actually, not recommend that, and keep the sizes as we have up in the standards, because I don't think we've had many variances since we had changed it. And we can revisit that if I'm incorrect.

- McIntyre - Yes, there's people that have more stuff. But I think we have another regulation, or whatever, which has to do with the size of the lot versus the development of the lot, for example, the impervious surfaces that are in that development area. Isn't there a portion in the ordinance that talks about how much of the lot is being developed on. And if the outbuilding becomes so large that the impervious surface on that lot becomes problematic, obviously, we've got a check and balance for that one. So that was what the discussion was, I think in the ad hoc committee was, hey, we've already got another avenue for us to check and balance that, if the building got too big for the land to support.

    - Soppe - That's in the Ag District, though. It's only in the residential districts. In the Ag District, the only thing with impervious surface is in the Silurian area.

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- McIntyre - Okay, thank you.
- Huschitt - So that's why I just want to have some discussion on it. I'm not opposed to approving that recommendation. I'm not opposed to it, but what I offer the contradictory point is simply because we did revisit this a few years ago, and I thought we hammered it out, I'm just wondering if we should keep it. Because but, again, we can make a motion, and we'll have a vote on it, and I'm fine with that, of course.
- McIntyre- This is just for non-agricultural accessory buildings. Eliminate 8-3A-4B only related to non-agriculture. I just want to make sure that we understand that's what we're actually discussing here. In an ag district. So, on something that's less than 5 acres, it's 5,000 square feet.
    - Meeker - Correct.
- Huschitt - What was tonight's building?
- McIntyre - It was 72 by 40. It would be 100 by 50, if you want 5,000.
    - Soppe - It does consider existing accessory as well.
- McIntyre - So if there's a garage.
    - Soppe - Two-car garage attached to the house, that would count.
- McIntyre - attached buildings are counted as accessory.
- Huschitt - I'm just a little worried that if it is going to be unintended consequences of just, now we have problems with where the septic is placed, and we can't, we've heard this, and we can't move the septic system fails, and we can't move it because we built this ginormous shed on our property. That's just one I'm a little concerned about, I'm not trying to be Mr. Policeman, the gatekeeper on everything, but we've had these when we these variance requests come in, it's already like, well, the septic is here, the well is here, the driveway's there, the impervious surface is here, the detached garage is already here, so that's why we sort of thought, like, we need to make them bigger than what they were, but we still want to put a cap on it.
- McIntyre - Well, tonight's variance was for 1 acre. It seems like an awful lot of space that's being done on a one-acre lot, and there's no, I don't think that person's going to realize that they don't have another place for a septic field.

A motion to recommend denial of the Proposed Amendments to Text of the Jo Daviess County Zoning Regulations (Title 8, Jo Daviess County Code of Ordinances): ii. Proposal to eliminate restrictions on the

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maximum amount of non-agricultural accessory areas that may be placed on properties zoned Agricultural (AG) was made by Peter Huschitt stating the following:

1. Specifically because we have addressed it a couple years ago and I'd like to give that some more time.

Seconded by Don Hill.

The motion carried by roll call vote. Ayes – Gary Diedrick, Don Hill, Ron Mapes, Peter Huschitt. Ayes: 4. Nays – Steve McIntyre. Nays: 1. Absent: 0.

• Huschitt - The last item of business we have under Section 1 is recommended to reduce the minimum lot area from 40 acres to 1 acre for all properties own ag. The motion I would make would be not to recommend that change, but what I'm not clear of is, do we add amendments to it, or do we just, within the verbiage of my motion, do I sort of expound on why we want to keep it, but also what we want to look at.

- Meeker - We're simply making recommendations to the county board, and then they could take action from there. That's the reason we're having this.

- Diedrick - And they send it back to Planning and Development?

- Meeker - You may not need to, if you're recommending, if they go along with what you recommend, but you're not completely bound by their recommendation, you just have to address it. But if you have modifications

- Chris Allendorf, State's Attorney - Just to clarify, the code lays out that the County Board, the code supersedes Robert's rules. So whatever you do as a zoning board, whatever action you send to the County Board, the County Board can only accept the recommendation in whole or in part, reject it in whole or in part, or send all or parts of it back. It can't be amended once it goes to the County Board, because it explicitly lays out what the board, what the County Board can do with the zoning board recommendations. I think it is important to be precise. I understand wanting to kind of encapsulate the discussion that's happened tonight. Try to, I guess, demonstrate to the boards that you would want to consider something to take it further. I think it's important for the language of the motion is precise, because the board is limited as to what it can do with your recommendations.

- Hill - So, what you're saying, Chris, is we either deny it or accept it.

- Allendorf - right.

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- McIntyre - hang on one second, though. Chris so, the previous one before that, where we talked about the LESA scoring system. We actually gave a recommendation to the county to actually reconsider The LESA score, keep it intact, but or keep it in the ordinance to use the LESA scoring system, but to also possibly modify it so that it makes sense in today's environment.
    - Allendorf - Well, that's right. I understand what they're trying to do with that. When you look at what the county board can do with your recommendations, I think it probably simpler to make motions simple and, I mean, if the county board wants to say, if your recommendation is the LESA score should stay, that's your recommendation. The county board can say, okay, or they can send it back and say, look at this verbiage
- Diedrick - But the motion that we made also did specify that it would be only on the property and not the entire parcel.
- Hill - We probably did too much in the motion.
    - Allendorf – If you want that to be the motion, that's fine.
- Huschitt - Thank you. So, yeah, I think you need to keep it as simple as possible. The county board is going to be privy to the conversation and the notes, and what the intent is.

A motion to recommend denial of the Proposed Amendments to Text of the Jo Daviess County Zoning Regulations (Title 8, Jo Daviess County Code of Ordinances):

i. Proposal to amend to reduce the minimum lot area in the Agricultural (AG) zoning from 40-acres to two-acres was made by Don Hill.

Seconded by Peter Huschitt.

The motion carried by roll call vote. Ayes – Don Hill, Ron Mapes, Peter Huschitt, Gary Diedrick. Ayes: 4. Nays – Steve McIntyre. Nays: 1. Absent: 0.

Huschitt - Okay, it is 10:05pm, we need to decide to adjourn or continue.

Meeker Okay, and I did poll everyone about continuing to next Tuesday, but we don't have enough people available for that, so there was a suggestion by a commissioner to continue to our next regular meeting on those remaining two items, which are less controversial items. We just need to make it to a specific date.

Huschitt - Do we want to keep it on the Wednesday, like, June 10th?

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Mapes asks can we move it back to Hanover?

Meeker states yes.

Soppe - I won't be here June 10th.

Huschitt - June 17th, I'd rather have it sooner than later. I'd really like to try to keep the continuity going. So, is there a day, not next week, the week after. Yeah, so Wednesday, June 10th doesn't work, are there other dates that would work that week? The week of June 8th. How about the week of the June 15th? Wednesday, June 17th?

Soppe - Is there any other County Board committee meeting that would be scheduled. June 17th, 7 o'clock

A motion to continue the request for Sections 2 and 3 to Wednesday, June 17th at 7pm in Hanover (County Highway Department Building) was made by Peter Huschitt and seconded by Gary Diedrick.

The motion carried by roll call vote. Ayes – Steve McIntyre, Ron Mapes, Peter Huschitt, Gary Diedrick, Don Hill, Gary Diedrick. Ayes: 5. Nays – None. Nays: 0. Absent: 0.

Citizens' Comments (Matters not Otherwise on the Agenda)

None

VII. Reports and Comments (Commission Members and Staff)

None

VIII. Adjourn

A motion to adjourn to SPECIAL MEETING of the Planning Commission/Zoning Board of Appeals will be held on Wednesday, June 17, 2026 7pm, Hanover (Highway Department Building) was made by Peter Huschitt and seconded by Steve McIntyre.

The motion carried by roll call vote. Ayes – Ron Mapes, Peter Huschitt, Gary Diedrick, Don Hill, Steve McIntyre. Ayes: 5. Nays – None. Nays: 0. Absent: 0.

THE NEXT MEETING OF THE PLANNING COMMISSION/ZONING BOARD OF APPEALS WILL BE A CONTINUED PUBLIC HEARING/SPECIAL MEETING HELD ON WEDNESDAY, JUNE 17, 2026 TO COMPLETE A REVIEW OF THE PROPOSED ZONING ORDINANCE AMENDMENTS

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THE NEXT REGULAR MEETING OF THE PLANNING COMMISSION WILL BE HELD ON WEDNESDAY, JUNE 24, 2026 AT 7 P.M. AT THE COUNTY HIGHWAY DEPARTMENT BUILDING IN HANOVER (1 COMMERCIAL DR)

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JO DAVIESS COUNTY

PLANNING COMMISSION/ZONING BOARD OF APPEALS

MEETING MINUTES

JUNE 17, 2026

I. Call to Order

Chairperson Huschitt called the meeting to order at 7:00 PM on Wednesday, June 17, 2026 in the Jo Daviess County Highway Department Building, 1 Commercial DR, Hanover, Illinois.

II. Roll Call

Roll Call was answered as follows: Present – Gary Diedrick, Don Hill, Steve McIntyre, Ron Mapes, Peter Huschitt. Present: 5. Present electronically – 0. Present electronically: 0. Absent: 0.

Staff Present: William Meeker, Planning & Development Administrator; Melissa Soppe, Planning & Development Office Manager.

III. Establishment of a Quorum

Chair Huschitt declared that a quorum of members was present.

IV. Approval of Minutes (None)

None

V. Unfinished Business

A. CONTINUED PUBLIC HEARING RE: PROPOSED AMENDMENTS TO TEXT OF THE JO DAVIESS COUNTY ZONING REGULATIONS (Title 8, Jo Daviess County Code of Ordinances):
Title 8, Chapter 5, Use Table and Regulations (Accessory Dwelling Units, Guest Accommodation Standards, Home Occupations)
Title 8, Chapter 4, Supplemental Regulations (Sign Standards) Title 8, Chapter 7, Definitions (Signage)

SECTION II

TITLE 8, CHAPTER 5, USE TABLE AND REGULATIONS & TITLE 8, CHAPTER 2, ORGANIZATION, ADMINISTRATION AND ENFROCEMENT: The following amendments were recommended.
Accessory Dwelling Units: Permit Accessory Dwelling Units in all zoning districts permitting a single-family residence: Agricultural (AG) zone, Single-Family Residential (R-1), Multi-Family Residential (R2), Planned Residential (RP). At the present, Accessory Dwelling Units are only permitted with approval of a Special Use Permit in the AG and R-1 zoning districts. This amendment would declare the uses as "permitted" (i.e. no need for a Special Use Permit) in any zone permitting residential development (as noted above).

Guest Accommodation Site Development Standards: The Ad Hoc Zoning Ordinance Subcommittee recommended that special site development standards for properties to be licensed for short-term rental be the same as the base zoning district within which the property is situated; specifically:

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- Eliminate the standard that required parking spaces have a maximum slope of 8%.
- Eliminate the standard that access roads/driveways leading into a property not exceed 15%.
- Eliminate the special side-yard setback requirement of five-feet per bedroom with a maximum setback of 35-feet; require the setbacks applicable to the underlying zoning district.

Home Occupations:
Home occupations are currently permitted in all zones where a residential use is the principal use of the property. Proposed amendments are as follows:

- Home occupations may occur within the primary residence and/or accessory building (currently only permitted in the residence).
- Eliminate the maximum number of employees permitted on the property (limited to four currently); the number of employees working off-site is not limited.
- Permit the sale of ancillary items not made/assembled on the property.
- State that equipment used for the home occupation not create nuisance or excessive noise.
- Eliminate the prohibition of deliveries by tractor-trailer combination trucks.
- Add the following home occupations: antiques (retail), automobile and other motor vehicle maintenance and repair services, veterinary clinics, and design, development and other related services.

Potential Concerns to Consider:

Will the lessening of restrictions create potential negative impacts upon surrounding land-uses, particularly modifications to standards for accessory dwelling units and home occupations? The specific standards for properties to be licensed for Guest Accommodations (short-term rental) were created to ensure that the activities of short-term renters do not unduly disturb permanent residents that may reside in a particular neighborhood. The setback standard was adopted to ensure a greater separation between properties used for short-term rental and full-time occupancy properties to reduce any potential noise impacts. Driveway and parking grade standards were adopted to ensure ease of emergency vehicle access is required.

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Public Testimony Opened

Jayne Hartley, 2 Laurel Court, Galena

I moved here six years ago and live in the Galena Territory, which puts me in a certain category of people that live in Jo Daviess County. I don't envy any of you as a retired lawyer I have had to make so many rules for so many organizations and even with the best of intentions, people are still are always going to read into things that you didn't intend or whatever. I just want to say, I strongly, strongly request that you exempt the Galena Territory from all of these changes at least for now. Because the more I dig into it with my legal background the rules we have out there vary state statutes and I read

what you have here, it's a quagmire and I see litigation coming, to be honest with you. I don't think anybody wants that or intends that, these rules on the face don't strike me as being erroneous or bad or awful or horrible in general, but when you start applying them in the Galena Territory, it's just going to be a big problem. I don't represent the Galena Territory, but I just really strongly encourage you as a former practicing attorney to put the brakes on and treat the Galena Territory separately, whatever that really means in the long run. I think you will save yourselves a lot of headaches if you consider doing that.

Carol Schwerdtfeger, 1126 S Elizabeth-Scales Mound Road, Elizabeth

I have had lots of years of experience managing vacation rentals, we even had a division of our own Northwest Land Company. We own some ourselves and I know that all of the requirements for safety and that are in place are for the benefit of the property owners and the risk management is a real thing that is pushed, they recommend that the property owners be protected because if they need to keep up with all of their inspections on a regular basis and follow the county rules to the letter of the law, they are definitely at risk financially. In this hilly area, lots of properties that are very accessible in the summertime when the roads are good can be treacherous driveways and with steep inclines and so forth especially when there are a lot of guests there and vehicles parked. I think it is important that resort property owners understand that those rules are to protect them. Secondly on the home occupations on the number of employees that can work out of a small acreage rural home to make it unlimited on premises seems to me asking for huge potential problems both for employee parking being a safety hazard, if it is on a road frontage as well as overloading a septic system. Potential for problems with waste removal, depending on what type of business. I think there should be a limit of some number that is reasonable and then have the unlimited number apply only to the off-premises working, remote working. So they can run their business without harboring people they need, but not all on premises at one time.

Meeker - we did receive three items of correspondence that were included with your staff report and included in the packet online. Letter from the Galena Territory Association Civic Affairs Committee that does oppose a number of the amendments related to Guest Accommodation. You have a similar letter from John Lang from East Dubuque raising the issues with the proposal of Guest Accommodation. Also a letter from John Perry who lives on Lookout Trace in the Galena Territory who also raises the issues regarding the Guest Accommodations standards.

Mike Dittmar, 117 West Main, Elizabeth

I want to start with a question. I was on the Ad Hoc Committee and when we did the discussion, none of these changes were to supersede anything out at the Galena Territory or Apple Canyon Lake. I don't know what changes there. I recommend that it don't, I don't want it either. To me the Galena Territory has their own covenants, that should be honored. If the county makes their Guest Accommodations License 15-feet or whatever the covenant is, that is what our requirement is going

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to be, and the Galena Territory wants to make it 50-feet, the Galena Territory can, that is fine and I am okay with that. I am willing to testify and everything not in the Galena Territory or Apple Canyon Lake. The Galena Territory and Apple Canyon Lake is unique and they should have their special rules. 8% parking grade and 15% driveway grade requirements only apply to Guest Accommodations not permanent residents or long-term rentals and that raises an important question, why? Safety, if these grades are truly unsafe then why are they acceptable for full time residents, families, elderly individuals, delivery services, emergency responders, and long-term renters and unsafe for short-term guests. The distinction becomes harder to justify when the same driveways, roads, and parking areas of who occupies the property, a homeowner, tenant, or guest would encounter identical physical conditions whether impacts an access limitations apply only to Guest Accommodations create an inconsistent standard that appears disconnected from actual safety risks. It also plays an unequal burden on one category of property owners without demonstrating why temporary occupancy creates greater danger than percent residents. This creates another inconsistency in the argument that these grade requirements are strictly about safety. The same individual vehicle, weather conditions and terrain exist regardless of whether the property is classified as a permanent resident, long term rental, or guest accommodation. If the concern is truly that certain grades are unsafe for human travel or occupancy then the standard would logically need to apply equally to all the residential areas and not short-term guests. Jo Daviess County is naturally hilly and many homes and developments were built decades ago with these conditions the county already allows people to live permanently on these properties so this suggests that the regulation is not truly based on safety alone but instead targets a specific property use classification. And by the way before I get going I have a guest accommodations. I have no plans to build another one. I already meet all the standards if I did build another one my wife would divorce me. So, it's I'm encouraging more of these to compete with me because I think it's the right thing to do. I was at a meeting I've been here for 20-years coming maybe not that long where the eight percent grade was discussed once and one of one of you members brought up that some people might still have two door cars and eight percent could bruise a thigh or sprain an ankle if the door swung downhill too much. Jo Daviess County should not legislate sprained ankles and bruises on cars that don't exist anymore. I was also later in a meeting where I didn't know this was possible someone applied for an eight-percent variance and you discussed it for less than 30 seconds and it was granted. So why do we have it. I also have an issue personal issue with the 15 percent grade you have to have a survey which costs two thousand dollars. I watched my inspector come to my guest accommodations with the level it took them five minutes checked it off. Why do I need the survey for that when the level is good enough. It just needs to go. So why do we have this is it really about safety, EMS accessibility. I have renters on my one guest accommodation almost every weekend I don't have a lot of weekday stays. I wish I did. If you lived in the house year-round where is the greater chance of having an emergency vehicle come out there if you live there seven days a week or two days a week the greater is for the local people but they don't have the requirements. What are the odds of a random heart issue on a guest accommodation versus someone who's living here. There is no percentage is random. What about a random appendicitis attack, it's random, but if I have a known heart condition I don't travel. The local people would need

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the EMS service. If I have an emergency pregnancy I don't travel, but the local people would have that emergency service, so why do we have the difference. Also I do care about taxes well let me start over. Let's be honest this was I firmly believe this was printed to restrict general accommodation things so we could have a little control over it not for safety. Why and by who? I don't know and I don't care to me that's not an issue. We've been at several meetings, I've asked Bill several times how many of the new houses permits are guest accommodations and I'm not going to hold them to it but it usually says nine out of ten. I want more property tax to keep my taxes low I want more visitors to come here and spend money to create sales tax to keep my property taxes low. Yes, they also compete with me I want more but buy and for capitalism and competition. If you guys on this board think we have too many or too little guests accommodations that is actually irrelevant that is not your job. Your job is this a safety issue or not and it's and it's clearly not. So that's my argument for the 15 and the 8 percent. Sorry I kind of wish we would have done it one at a time but you said all of them so on the setback issue. I think this is a simple housekeeping issue and it makes total sense I don't think we need to tax people for variances that are always given a fee is a tax in my opinion. This is an unnecessary tax an unnecessary hardship that creates bureaucratic red tape. The changes go with whatever the PUD or covenant area is a logical thing to do it would save you guys a lot of time and save the zoning office a lot of time. Apple canyon and the Galena Territory were both plotted before zoning or the general guest accommodation craze, AirBnB craze came into effect. I think this is a byproduct of it that needs to be addressed again if the Galena Territory or Apple Canyon Lake want to meet tougher restrictions god bless them all for it. For home occupations I've said this before so I apologize. When I've been here Hewlett Packard, Amazon, Google, Apple, Walt Disney, Dell, Mattel, Harley Davison, Nike, Microsoft and Square all started in a house or a garage. We're not going to have those companies come out of Jo Daviess County, god I wish we did, but we could have a painting group from in the rural area of Warren. We could have a mechanic start his garage out in the country and grow. And I don't have, obviously, I'm for getting rid of the restrictions because the house is only so big you can't put 50 people in there you can't put 50 cars in the driveway that only four can fit in. We don't need to regulate that. I think the people can do that themselves. Many small businesses began as side businesses this increases the pool of entrepreneurs. Most businesses start small most entrepreneurs cannot afford commercial rent on day one. Home-based businesses allow people to test an idea before investing thousands of dollars successful home businesses often grow and then leave economic development without major government spending. This is this is an economic development tool that the government doesn't have to spend any money on we're not building an industrial park we're just hey you can have businesses in your homes. Farms are home businesses. What's the difference? Every major business starts somewhere in rural counties that somewhere is often a garage basement bar or spare bedroom. If you want economic growth more jobs and opportunities for young families to stay here we should make it easier not harder for responsible home businesses to get started. Good regulations should stop nuisances not entrepreneurship so. Also on the phone I've argued against that because no one has a home.

Meeker - states that’s not part of this. The phone was taken out before.

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I think I talked about everything. Bo back to home businesses. All's we are changing really besides the four is allowing antiques, automobiles, and veterinary clinics. I had an issue as mayor as automobile repair shop that also did farm work and I brought it here a long time ago I don't think any of you guys were on the board. They're like well we don't want that business out in the country and my answer was I don't want a 10-ton tractor implement driving on my village roads. So I think there needs to be that's why they need to be allowed. That repair facility needs to be allowed in the country area the rural area so they're not driving down the streets that are congested so, I think that is a safety issue. I don't know I talked about so thank you guys very much.

Dan Caswell, 8775 S Town Hall Road, Stockton

Let me start with the accessory dwelling unit proposal which I think is a simple one. ADU's are already permitted uses in two of the four areas where housing is allowed in the county, but you need a special use permit if you live on a farm instead of in a planned development. This is simply allowing ADU's in all areas of the county where housing is allowed without needing to pay the fees and ask permission of the county. ADU's have become an increasingly popular option across the country as a tool for increasing housing affordability, it's done in rural areas, it's done in towns, it's done in cities, and it's for both homeowners and tenants it creates a wider range of housing options within the community and it enables seniors to stay or live near family as they age. Which I think is particularly important for many of us in this room. It provides housing options for young adults or young families. It can create flexibility for agriculturally related housing needs and it can provide supplemental income for homeowners. You know we all love this county but should it be a place where families need special permission from the powers that be to build a granny flat or a place for kids to live and work on the farm. There have been some concerns raised by folks from the Galena Territory and already is as I read information about it, I'm not an expert on them, but they seem to allow guest houses on single family lots, but things are subject to covenants and restrictions in the Galena Territory and including the use restrictions on single family lots and also approval by the architectural review committee. So I think concerns about the change impacting the Galena Territory would seem to be misplaced, but I agree with Mike that they're a unique area that I could see them having unique rules and I think they already do to some extent. I think the same could be said for the City of Galena, which is not directly impacted by changes in county zoning. Any opposition to ADU's would seem to be a little inconsistent with the city's stated goal in a June 25, 2025 planning commission meeting where they said one of their goals was to simplify the city's ADU regulations. I think the county's ADU regulations could also be simplified somewhat but that's kind of an issue for another day. I would say at least let's allow reasonable changes to meet the needs of rural county residents. I'm actually still a practicing attorney and it seems to me that some of the regulations in our zoning code reflect that we're fearful that people cannot exercise freedom responsibly or we feel like we need to control other people's property to conform to our particular standards and preferences. This year we're celebrating 250 years of the land of the free and the home of the brave. And I'm a little concerned we're starting to look a little bit more like the land of the regulated and the home of the fearful and controlling. Let me

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talk for just a minute about home occupations, a home occupation ordinance. I think it's actually a pretty good ordinance already it allows a degree of latitude while giving some guidelines and limitations, but the changes suggested by the committee are fairly minor and I think they give homeowners just a bit more freedom to structure their home occupation in a way that works for them and for their business. The home occupation regulations in paragraph six already contemplate the use of accessory buildings. It's right there in paragraph six and the change to paragraph one just makes it clear that homeowners can use an accessory building as part of their home occupation. I think that's the way the ordinance already reads it's just clarifying it. We currently specify in paragraph two that no more than four people who don't live there can be working on a given day. How can we know how many employees the wreath making business needs in late November to meet the holiday rush. What if five of my grandkids were visiting and I wanted them to help with our home business, which by the way I don't actually, that week. That would be illegal. Does it make any sense in paragraph three from a business perspective to prohibit a home occupation that sells honey from also selling a plaque made off-site that says kind words are like honey for the soul. Why would we micromanage a home business in that way. Do we really need to be in the business in paragraph five of telling a homeowner where they can put their sign not knowing anything about their property or their sight lines, which wall is the main wall and can anyone see it from the road. One more, paragraph nine prohibits the regular delivery by tractor trailer combination trucks. What is regular, once a day, once a week, once a month, once a year, every one of those could be called regular or not. I mean it's just vague, too vague I think to be useful especially in where a lot of areas of our county we have semis running all hours of the day and night when it's harvest time and that's okay. I think the home occupation ordinance already provides protections under the law from acts which constitute a nuisance taking into account the character of the surrounding area and neighborhood, that's what it says. We're taking into account the surrounding area and neighborhood and I think instead we have a tendency to try to make sure there's never any risk of bothering anyone and in the process, we place limits that may not make any sense for a given location or a given home occupation. I suggest we leave home businesses to make some more basic decisions for their businesses so long as they're not constituting a nuisance taking into account the character of the surrounding areas in the neighborhood. So the suggestions for the ADU's and home occupations and I think for the guest accommodations too are ways to make the county just a little bit more friendly for housing options and economic activity that would have minimal impact on the things that us older folks really want to preserve, things like agriculture and tourism and the natural beauty of the county. So I would recommend that we approve those. Thanks very much.

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James Asta, 500 N High Street, Galena

Resident of Galena, Illinois and Jo Daviess County. I'm here to speak in opposition to the adoption of these amendments. Cancer Mike there just comment on that about fees and why fees, right, well fees pay for things and if we don't have fees where do we come up with the money for the services provided. Higher taxes, okay so we got to get that money somehow or we just don't offer services,

which some people would like to shut down government too so I know that is a valid argument for some, but again talking about starting businesses in garages growing them right Microsoft, Apple we've got a whole list of businesses that start in a garage or a home. So, when Microsoft and Apple when they started growing, they moved to an office. They didn't make their house bigger or add buildings on their residential property, this is what businesses do. You start at home; you grow you move to an appropriate location where you can grow and you can continue to grow. You don't just add to your residential property your country property, so now we can do auto repair, right. So, we have a six-stall garage, I don't know what can we do here. Can we make something that big, we can also sell tires, batteries, oil, how about a transmission. How about a complete vehicle because isn't that ancillary to this right. You can repair a vehicle well could sell that vehicle too. We can have semis coming rolling down the road delivering all that stuff can have a whole bunch of people rolling in parking their cars no limit on that. I don't know where all their wastewater goes or all that float but I guess that'll get figured out after somebody complains and has to bring a suit or a complaint. So, there are a lot of things here that are super vague I agree with what Dan said that there is a ton I think that should really be addressed. One thing that just really jumps out at me here this what is it number 10, under 8-5B-16, design, want to be allowed home occupations right, design, development and other related services. Like what is that, that could be anything like everything is designed like a sheet of paper gets designed, a paper clip right here gets designed, everything in front of us has designed the building right. Development, what is that we already have software development on there, so what is development, why we need to specify that could be literally anything or almost anything here. Excessive right we've got excessive noise what is that, sound pressure level I have a sound pressure level meter at home, I can measure this. This can be quantified this is one of the few things that can be quantified let's do that let's understand what this is because this is serious someone's working on cars, they're using air impact tools, right. Bang, bang, bang all day long and doing whatever else they're doing. There's a lot of potential for excessive noise so what happens somebody sets up this business make an excessive noise now as their neighbor I have a conflict now. I have to create a situation to address this and my neighbor's already running his business so now my complaint affects his or her business over here so we're instead of dealing with this up front with a special use or a variance, we're going to where someone just does what they want and then if there's a problem, we'll just handle that. Why don't we deal with that up front, why don't we handle these things beforehand and if everyone's getting a variance except maybe a few here or there, yeah that's how it's supposed to work. You know people like we don't have cookie cutter properties here so there are going to be a lot of variances. So, but what it does is it prevents those edge cases that are likely to cause those conflicts from being identified it gives that opportunity and it also gives a public opportunity for neighbors to come up and have their voice heard and raise their concerns so without that process just saying let's get rid of it. All of that goes away and we're setting ourselves up for conflict and possible lawsuits too. So, if everyone is or almost everyone is getting the variance it doesn't sound like it's broken it sounds like people are getting what they want by and large. I haven't heard like a real business case here other than growth and like things that are more general I mean we really haven't seen I haven't seen maybe it's out there like some kind of harm report or just who's

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been hurt by the way it is. Or you know how would that not have happened with these changes like I don't think the public understands what is happening here and who this is going to benefit and who was harmed and who can then receive a remedy because of this. Haven't seen data here, I think that would go a long way talking about ADU's and that there's evidence to support it great put it out there like let's get that to the citizens, publish that, so we can understand what that is and make a make a decision based on that and really highlight, what is the problem, where was the harm, and how does this address that. I think this goes well it does it goes directly against the Comprehensive Plan, so we've seen that in other places but if you read this Comprehensive Plan as far as the plan for the development and the continuation of the county in important ways these amendments contradict it. We've got that traffic nuisance as well another vague point I think that should be addressed we don't know what that means, is that how may cars, what size, what weight, it's just vague again it just sets up for another conflict for somebody to say, I've had it. Now I have to do something. I think well I know this one of our board members wrote on social media I saw they said you know I would like people to be able to do whatever they want with their land, whatever they want. People say that's freedom, but it's not freedom for me and I'll tell you why. I had a case like this so across the street from me in town I had a resident there who liked to work on vehicles right. So eventually we had a stack of wheels and tires, we had batteries, we had a transmission sitting out there, we had a whole bunch of that auto parts, a bunch of other crap just sitting there in front of a garage and then we had six lawn leaf bags full of aluminum cans that were oh, that's gold we're going to recycle that someday you know we're going to get a bunch of money for that. Well, those bags were there so long that they deteriorated and you could see the cans in the rolling out. I talked to that property owner who felt it was just his right and his freedom to just do that and I had nothing to say about it, I shouldn't say anything about it, well I did, I didn't like that, I don't like seeing that, in fact I run a vacation rental too, permitted in town, one of the 20 licenses and permits that's allowed. So, I care about my street, I care about the way it looks, care about my business. Well, this guy didn't care about me and he didn't care about my business and that's freedom damn it. That's what freedom is he can just do whatever he wants and if I don't like it go pound sand, right. Well so let's get the police involved to enforce the ordinance, this is ridiculous. Former Alderman actually owned this property. So, talk to the police, nothing. Okay we'll take a look, nothing three times. Talked to my Alderperson, she says well here's the thing, he's connected, the police aren't going to do anything. I said okay well I'm looking right here at the State's Attorney's phone number right in front of me, you don't want to do anything about this environmental hazard here and all this pollution, there's oil leaking out of this stuff, there's batteries sitting here. Okay let me talk to him, let me see what I can do. She talked to that property owner, two days later a truck is there picking up all that crap, so this is the kind of conflict I'm talking about. When people say it's my freedom to do whatever the hell I want with my property, no it is not, we have restrictions so people do not pollute their land, so people do not cause problems for their neighbors, their city, their county, their state. This is why we have regulations, right this is why we don't just allow anyone to drive on our roads or drive a truck without training or even get a motorcycle license without taking a special test, right. These are to protect everybody that's why we have regulations, that's why we have a board, it's why we have government is to handle these things

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and prevent conflicts, that's what regulations need to do and they are never perfect and they're never great for every single person. There are things that people will not like that's how it is but we can't just unleash all these changes here that go against our Comprehensive Plan which are very controversial or we wouldn't have had all those people at the last meeting at this one too. So again, like I did at the last meeting I urge the board to bring these amendments to a referendum and not to hang them around their own necks. Bring it to the people, let us decide and don't rush this through. We need to have the information published what the points are for and against so people can make an informed decision and not have this done to them. Thank you.

Gerald Podraza, 3219 E Stagecoach Trail, Apple River

I'm going to make these comments very brief and I'm going to address this issue more from a public policy viewpoint, okay. So, these are some of the questions that I want to propose to you all. Is there a decrease in affordable long-term rental properties in this community and does that affect people who work at the restaurants, people who work at the golf courses, people in communities like Apple River or Warren or Scales Mound or Hanover that are just that are working every day maybe making minimum wage that need affordable rental long-term housing. Is there an increase in daily and weekly short-term rental properties recreational properties, if that is the case, how do those two variables impact each other, the long-term decrease and the short-term increase. Sale of properties with rental permits are they driving up sale prices in the entire county, if they are, do they do they contribute to over valuation of properties in the neighborhood that these are located in. These overvalued rental properties are they driving up inflated assessments, it seems like they are. Another thing that's very disconcerting is, is there an appearance of real estate investment trusts all of a sudden coming into the community whether it's gobbling up farm acreage and or buying properties and aggregating them into rental systems. I looked at, one last comment, I looked at Mr. John Lang's letter and I'm hoping that each of you get a chance to take a look at it. He brought this up at a county board meeting years ago and this is something that is really, really critical to take a look at and study. Thanks so much.

Tracy Diestelmeier, 4602 S Derinda Road, Elizabeth

First of all, I want to thank you I appreciate your attentive listening and the discussions that have taken place with public concerns in mind demonstrating that you're serving with integrity and that is does not go unappreciated especially when it's in line with the Comprehensive Plan that was made by many people over a long period of time and a lot of consideration. There's been overwhelming pushback since people were made aware of the recommendations. I as I stated the last time, I spoke I feel like many of the recommendations disregard the preservation of land both farm and our beautiful landscape which is total in direction to tourism that is a huge part of our county. I heard Mike Dittmar say the Galena Territory and Apple Canyon Lake are unique, in my opinion I think everybody's here because Jo Daviess County is unique and they've set up regulations. As the previous speaker said regulations are to preserve and we need those preservations to keep us unique. I would like you to make sure you're still considering that you are the gatekeepers of the regulations that provide the

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freedoms that the previous speaker spoke for all of us not just for the select few who are going to build with less regard for their neighbors than their own pocketbook and that does not help us together. Specifically, the detached accessory dwelling with especially considering manufactured homes, I read that and I envisioned oh that means in my backyard or your backyard your neighboring yard there could be torn down trees and a series of the little mini houses and they could rent those out. Would that be special for them then we talk about well what happens with the noise I'm aware of that because I have a rental property near my house it's maybe a quarter of a mile away through the woods but I know when there's a rental there because I can hear them. I'm enjoying my pool with the radio low but their booming is excessive in my opinion apparently, it's not excessive to someone else's opinion. I think we need to look at as one of the previous speakers said you need to look at more specific's things like regular things, like things that are subjective are not enforceable. It does create conflict in your neighborhood and nobody wants that, nobody wants that, try to prevent that someone says they're going to build this building they're going to put storage in it I was sat here at the last the earlier meeting where somebody said they were going to store their grandchildren's toys, but nobody follows up on that if instead they decide to run a business out of it and they employ eight people, whose following up on that. Then the neighbor has to sign their name and create the conflict with the neighbor you should be able to report that anonymously you shouldn't have to create the conflict, there's no follow-up there and I think those are things that I would like to see ad hoc committees work on to make things more fluid and make more friendly to the neighborhoods. We talked about we had people at the last meeting who talked about trying to generate and somebody previously here also said especially our small communities we have empty houses sitting in those and those communities that are not getting utilized. We have empty storefronts, we have empty properties all in the neighborhood that are within walking distance that what people put their businesses they can start a little business with four or five employees started at home but then move it to town where people can walk, people can stop at the restaurant, people can. It will grow the community rather than put up blocks with your neighborhood that aren't in that area. And when I say blocks, I mean like conflicts. I apologize I get emotional and rambling. As far as the guest accommodations, I also noted that it's not, somebody spoke, about the safety I would like to see safety for all, what's not safe for one is not safe for another. That's another thing the ad hoc committee perhaps would like to be looking at let's make the whole county safe. And keep it beautiful. It is what makes us unique. As far as the residential home occupations, I am absolutely in agreement with the last speaker who said start your little business that's fine but when you grow, grow it elsewhere. I can speak from experience that if you're running a business and you have a dozen people and your neighbors are literally feet from your business and your trucks are coming in and out and there's semis dropping off things, your neighbors don't appreciate, especially when they have house guests that or whatever that you've got trucks running at six o'clock in the morning, you've got drop-offs running with little kids are running around in the neighborhood and you've got semis dropping off supplies, it is not conducive to a happy neighborhood, it creates conflict and I don't think anybody wants that. The signs very few people have talked about the signs.

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Huschitt - states, that is next.

Okay, I appreciate that. Sorry. I already talked about subjective being problematic, so I don't I just to reiterate excessive and regular and reasonable. I think those are problematic, so I would ask to please be considerate of that. And I talked about noise. I also wondered or would like to have you consider when you talk about not just noise but also the infrastructure when semis are dropping off things in locations that aren't graded for that kind of weighted truck. That's going to cost the county more or the township more as Mike Dittmar said, he doesn't want tractors coming into town, we don't want those trucks on roads that aren't graded for trucks either. I had a similar story to the gentleman who said he doesn't want piled up batteries and hazardous material leaking out of somebody's garage, I totally agree. I reiterate that I would like to be able to have a place that we can report those things and have some action taken to try to keep the preservation of this very special place that we are fortunate enough to call home. I thank you for your service.

Mel Gratton, 7914 US Route 20 W, Galena

I served on this committee for a long time that I'm addressing tonight and I would like to give my thanks to the work that they've done. I hear a lot of accolades for the ad hoc committee and everything I know people who have served for years and years and have not received a thank you. You gentlemen deserve that. So, thank you for what you're doing its hard work and its thoughtful work and it's quasi-judicial, which means that you are here to listen to things as objectively as possible and then rule, not on your own thought process, but the evidence which has been presented for you every time. That's a hard thing to do to look at the world through a lens where you're deciding on somebody's future and their goals and to help them do it in a way that does not cause problems for somebody else. That is a hard job, I understand it, because I've been there. After listening to people tonight I think it's very apparent that we all have a different world view. We get up in the morning and we look out a different window. I hear people from one side of the county to the other one side, they'll say well this is not an issue, on the other side it is an issue. It depends which window you're looking out of. I want to go over a real quick history and I'm not going to waste a lot of time on this. Zoning came into effect back in 1995, the Comprehensive Plan came into place very shortly after that. After that, Comprehensive Plan update there was a major overhaul of the zoning ordinance. Recently or most recently there was a new Comprehensive Plan presented. The most recent Comprehensive Plan, mostly reiterated the vision and the feelings that people had about this county that they had in the first Comprehensive Plan. There wasn't a big change, the dates changed, the places changed, names changed things like that it was updated, but there wasn't a big vision difference between the vision that we started with back in 1995 and the vision that people have today. I think you heard that at the last meeting. The vision is that people love this county, they enjoy living here, they want to protect it, and they want to preserve it. And this is a document and we're looking at changes to it tonight that helps us to do that. I'd like to ask a question and the question is you know we're here tonight and I'm not sure why we're here tonight. I want to know what's broken; I have not heard that enunciated very well. What's wrong, just because you have a different philosophical viewpoint on

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something doesn't make something wrong. It just makes it different than what you believe and if we live together in a civilized society where we interact with each other we're going to have some rules and laws. Certainly, all of us would love to have all of these rules apply to everybody except me. That's the way people think. And the thing I've heard the most is not necessarily why can't you do that, but somebody will come up and they'll say why did you let them do that. It might be some something that you don't want in your backyard, why did you permit that. Sometimes it wasn't permitted, sometimes it was oversight, but I want to know what has changed to facilitate what we're doing here tonight. And I haven't heard that, I had I don't think the argument has been made for that. Let me get on topic really quick here and I think this is a great example, I'm going to talk about guest accommodations first of all. Guest accommodations are something that happened in the Galena Territory, they were unregulated in the beginning, that did not exist. It exists because an incident happened in the Galena Territory which was life-threatening. When you go to a hotel or motel you see all of the alarms, and the carbon monoxide, the fire, everything else, the sprinkler systems, the exits. That didn't exist, but because of this, the county was forced to do something, I wasn't a part of this. This wasn't my deal at all, I didn't even get to have input. This was something that would notice that there was an issue, so result guest accommodations. Okay, guest accommodations give like everything else, they gave a voice. This committee heard hundreds of requests for guest accommodations. It started out much stricter than it is written right now. This has been liberalized and watered down to make this is a process that can be done in house, so we didn't sit there every night and hear the same thing. And that wasn't the problem, but it was because of the process that you know the answers were the same given the same information. Okay I think there's an elephant in the room. Let me add one thing, you have three letters in your packet, one's from Marshall Brown from the Galena Territory, one is from John Lang who is a board member, and the other is from John Perry. I am not going to argue, you know what is right and wrong about guest accommodations, but I certainly support every one of these letters and if people haven't read this these letters yet, please do. They're eloquent, they're well stated, they lay out the positions very easily. So, I'm not going to review those. They're there for you to read most of you probably have. They're also I think it is still an elephant in the room regarding guest accommodations. People argue about you know planning and oh is it a good thing or a bad thing, if there would have been planning for guest accommodations at the outset of when the Galena Territory and Apple Canyon Lake were developed, you wouldn't have these issues. Those guest accommodations and rental units would all be in the core area, where everybody next door does the same thing, they party on Saturday nights when the college kids fill the houses and stuff like that. Talk to people in Galena Territory and listen to what they say. There's a big elephant in the room right now and it's something we don't talk about, but needs to be talked about. People who have saved their life savings for retirement and a place to come to live that's peaceful and quiet and surroundings in a setting that they really love and enjoy are living next to rental homes. And what we're doing here we tried to make that a little bit softer for people you know add distance, add screening, add this, do that, that doesn't take it away the young lady said you know you can hear it a mile away. And there are a lot of calls out there, there's not as many as there used to be, but it shouldn't be an enforcement thing in in a true well-planned development these things would be in the same area,

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your residence in one area and your rental units in another area. What we've done here or what someone is trying to do tonight is to take some of those rules away, it's going to the person who lives here full-time can now under the proposed legislation get to live within 20 feet of that house that gets rented maybe it's an eight bedroom maybe, well not eight, but five or six bedroom and they'll squeeze all of them people in there they can, they'll park the cars, and if they can't get their whole group, there they'll rent another one someplace and they'll all meet in one of these. I hope you would enjoy living there I don't think I would, but these people have rights. We're taking some of those rights away from them, we were giving them a little piece of crumb here, you know giving them you know an extra five or ten feet and now we want to take that away. That makes absolutely no sense in my mind. Okay there's another thing we do and it's called variances and if I can agree with one thing that the ad hoc committee has raised, there are too many variances granted. I will wholeheartedly agree with that and somewhere we got off base doing that especially on guest accommodations because what happened was, we were able in our minds, at least, to say well if this is green space and it's three or four hundred feet between this and the next house on that side, what difference does it make. And being pragmatic we allowed some of those things, I was guilty of that too because it made good sense in my mind, but in the process, it got watered down to where people came in and said I want it I want a rental unit there. And the other thing we started doing was saying well is this exclusively to make more money, that's one of the questions we all answered when we do this. Let's be honest with ourselves, most people do this in order to make more money. Let's call it what it is. Okay, so I would oppose any weakening of these and here's the thing, a lot more work has to be done on this issue at the Galena Territory with guest accommodations. One of the things, one of the reasons I read you the chronology of zoning, there's a commonality among all of those things that happened, large numbers of people were invited to take part in those discussions so even though we weren't able to satisfy everyone, most of the people who had whatever their thinking was they could agree with it and accept it. I don't care if it was a Comprehensive Plan, a rewrite, or an amendment people were included in that process. I don't believe anybody in the Galena Territory, not to my knowledge has been it doesn't sound like they've been addressed as far as the changes that need to be made. And I would suggest that you put this specific project on hold until you can sit down and have committees representing everybody all the stakeholders involved in making some kind of a decision that works for everyone. This is not the answer. This is making it worse. Okay I'm going to have a couple of quick comments on the other parts of this as far as signs.

Huschitt - states, no that's later.

Okay I'll hold that one, home occupations is that free. As I read that it reads more like a small business to me but it's not a big thing, but it is a big thing if it's next door to you and it's generating traffic. Has anybody thought about what you've done when you've changed where that would be allowed in the use table. Used to be that was in the Ag District and the R1 District, now it's R2 and RP, these are small lots, these are subdivisions that exist in the county. Do you want these some of these are half acre lots, do you want these things happening in that area. I don't. Do you want on your basically

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residential street, do you want that truck making deliveries and trying to turn around. I don't think so. So, there are a lot of things to do with this. I can't support most of the changes. You gentlemen have done a fine job in weighing and balancing what has to be done to make this make sense. And I think there's been enough public input out there that most people say, yes we want freedoms, but sometimes we want freedoms from things, not in what we do, but from things, from what might be going on next door. The major tenet of zoning, it is not to make like a lot of people tend to think, not to think that this is to increase economic activity, it's to preserve property values. Let's keep doing that, that's your job. You don't have to make it worth three times as much as it was by what you do here but you are, I'm pretty sure, you're required to keep this from being devalued if at all possible. Keep those things in mind. Thank you and I will quit talking.

Daisha Boehm, 7 Frontier Trail, Galena

I actually own two guest accommodations, but in addition to that I live in the Galena Territory full-time and I live smack dab in the middle of two rental homes. I have heard a number of times the negative side of rentals in the Galena Territory, I guess my favorite part, part about freedom and living here in the US is that we have a choice. If we're really truly unhappy with where we're at, we can get up and move, if we're financially able to do so. If it's that big of a hindrance in our life, we have the option to move. I have had a number of rowdy parties next to me and I have a three-year-old daughter and not once has she woken up from that because I shut the door turn the air conditioners on, not a big deal. The best part about living in the Galena Territory and having guest accommodations, is it's a part-time thing, this isn't a full year-round like booked all the time sort of situation. So, we do hear so many negatives but I also pay an HOA fee and we have separate rules in the Galena Territory and if that needs to be looked at to strengthen to change those rules, I'm with Mr. Dittmar like, I'm sorry I don't know why I called you mister. They are free to make those changes and have those rules set in place and I have no issue with that. And you know the quarter mile distance that you might hear some booms, those are 20 feet from me never once have I made a complaint, never once have I thought it was that big of a deal. We've had parties till 5 a.m. slept right through them. I just I really think it's easy to complain and I don't think you see a lot of people that are okay with the situations of short-term rentals in this area coming forward because it usually is the naysayers that are coming to these things, but I think it's important to respect what short-term rentals do for this area without the Galena Territory, Galena wouldn't be what it is today. It was pretty much in shambles before the Galena Territory came and provided all the restaurants and the shops and the Galena that we have as full-time residents wouldn't be here without tourism. And tourism is moving towards that short-term rental and I think those are very valuable assets in addition to building homes and providing property taxes you're also providing a secondary economic impact in this community. People are coming here, they're spending money, they're buying from all of our shops, they're buying gas to get here. And a lot of the Galena Territory are those people that came here through Airbnb's, loved it, fell in love with this place and wanted to call it their own. And when you live in the Galena Territory you know that this is a second home community, so whether it's short-term rentals or

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someone that owns a second home and brings a party on the weekend, that's to be expected. And I know that living in the Galena Territory that, I could live next to someone that doesn't live there full-time. And it's great because I don't have neighbors Monday through Thursday, most of the time, in the winter I don't see people for months. So, I just want to say it's not all bad and the Galena Territory has the ability to make these rules and which whatever way that board votes to amend them, but to be so negative about guest accommodations I don't think you're valuing the economic impact that they provide for Daviess County.

Jenny Sarna, 12 Timberline Drive, Galena

I live at 12 Timberline Drive. I'm also in the Galena Territory and I definitely understand the desire to make these regulations simpler and more flexible I think for me as I reviewed the amendments I kept coming back to this question of, what problem are we trying to solve, which I heard that earlier tonight and is it significant enough to justify removing these protections. And I think there was some question about like whether or not these protections apply to the Galena Territory or if they have their own their own set of rules and amendments and I can tell you at least in some cases I've seen firsthand why these protections exist and so my family lives next to a short-term rental that can accommodate up to 12 guests it was one of those worst-case scenarios shared earlier tonight. And earlier this year the owner wanted approval to install a large fire pit about 15 feet from the side lot line so it triggered this zoning board review when it went for when it went for approval. So, going through that process really gave me a new appreciation for the zoning standards and the fact that they're not arbitrary rules, they are these guardrails that balance the way I see it is the rights of one property owner against the rights of everyone around them the community and protect the finite resources of this community. At the last hearing I think water and the unique nature of like the driftless region and the water table kept coming up and up again so and that's really my concern tonight because what I see is with each one of these amendments we're being asked to remove a guard rail and earlier an example for me was the discussion about like the 15 percent driveway grade and there's an argument or statement made that like if part-time owners or short-term rentals are held to this standard what about full-time owners like this should be this is just like this is an arbitrary rule. And so if someone who lives on a property with a driveway grade of about 19%, I would respectfully disagree with that because I can tell you from going up and down that steep driveway and backing out of it even with my backup cam it's taking some experience to understand how to get down that driveway and up it and with between contractors and like delivery workers we've had more than one vehicle end up dangerously close to the edge and so I think the difference is my family uses the driveway every day and short-term rental guests and I know this because I was next to one, they come at any time of the day, in the dark, and all weather, and the snow and ice, and so those driveway standards, I would argue are there in place for reason. And so I would just ask like has the county evaluated whether eliminating that would affect for example like insurability of those short-term rentals or liability exposure for example of these properties like we had a safety restriction in place for reason that we removed it. So, that's one like I think again I have personal experience with

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both the side setbacks in the driveway and the other piece , the home business piece is interesting to me my husband and I both work out of our homes, but as employees, we were we worked remotely, but I definitely appreciate this idea of like how do we get more local businesses, how do we get more people to come to Galena, spend money in Galena be a part of the community and stay here. But I my big worry just is like at what point does home occupations actually become a commercial business occupant operating in a residential or agricultural area and I think about you know I just always go to worst case scenario 10 employees working in the home, where do they park, where all of the traffic. Again, I live next to what I would argue is a small business with all the traffic coming going. So, how do we again protect both the resources someone mentioned the roads earlier and also the community the neighbor to how do we how do we keep people being good neighbors. And I think for the ADU's again I see that as like a lower impact way to get more housing in the community and you know not as controversial perhaps as some of the zoning regulations we discussed at the last meeting. I guess again for that one though I think about the resource question that was brought up and like I'm really curious like do we have a study on what would be the cumulative impact on with ADU's that we're having septic system or just again water usage, roads wear and tear, emergency access all those things so I think it would just be super helpful again to make sure we have like have the data and have the rationale to make good decisions here because at the end of the day I think and I heard that theme about like people come here because they love it whether they're coming as a visitor or they're coming to retire they've saved, this is their dream to retire here. For me and my husband we don't we decided to come here in our 30s and we call it like a staycation that hasn't ended and so I think for me it's like it's living here as a full-time resident for the last six years. I think like not one of these amendments that's upsetting it's concerning the directions like cumulatively that they're headed because I think with one change like doesn't seem like a big deal, but over time these this kind of weakening of the zoning regulations ultimately like we're going to reduce the safeguards for the guest accommodations bringing more commercial activity into residential areas and ultimately I think this idea like the Comprehensive Plan isn't that old I think it was put in place for a reason because of what people really love and care about living here in this county. And so, I just really think the burden on these changes should be on demonstrating that the benefits really do outweigh the risk. And I'm just not really convinced that the case has been made. Thank you.

Steve McIntyre stepped out of the meeting 8:48 pm

John Lang, 33 Roosevelt Drive, East Dubuque

I believe I'm correct, we already have about 800 guest accommodation licenses in the county already, don't we?

Meeker - states, yes that's true.

Okay, I think it's time that we start thinking about how many are we going to put input in residential neighborhoods and give the people that are going to be affected by it have some say whether they

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want it in their neighborhood. I live in a subdivision Presidential Manor, which has some very nice large homes in and we're seeing a trend of people who to try and buy these homes up and possibly turn them in to guest accommodations. There's only one way in and out of part of the subdivision and that affects us greatly. And I appreciate Mel Gratton and some of the other comments on it. Thank you.

Steve McIntyre returns 8:50 pm

Public Testimony Closed

Accessory Dwelling Units

Huschitt ask about an ADU, we're not necessarily talking about a second freestanding home right there are there some qualifications that make it an ADU, they have to share a septic system, share a meter that kind of thing, am I correct?

Meeker states well let me start by saying one of the speakers did imply that there'd be opportunities for multiple ADU's on the property, no that's not true. One would be allowed. I believe there are minimum or maximum size standards, Melissa.

Soppe states there are size limitations. They can be a standalone, because you're allowed one detached, you can do a manufactured home, it cannot be older than 15 years at the time of placement. The parcel has to be five acres in size or more. The accessory dwelling shall be not less than 400 square feet and no greater than 900 square feet, it must be located no more than 150 feet from the principal dwelling measured from outside of structure to outside of structure. Shall utilize the existing driveway that's serving the principal residence and needs to be metered off of the existing electric and water. Septic they will need to have their own. They cannot be used for guest accommodations.

Huschitt states my own opinion is I'm in favor of this recommendation, again we have it in two of the four classes already without a special use. My time on the ZBA, I can't recall a time where we saw concerns permitting the ADU's. We've heard a lot of compelling stories of whether it's an elderly family member wanting to move back or a younger family member wanting to move back so they could take care of the elderly family member. So I'm personally am in favor of this particular recommendation of the committee, but just so we go on the table. Any other discussion

McIntyre states just my comments are we just had in the last year I think we've had three or four made exactly that where the elderly parents or whatever was in a two-story home and they wanted to build a home for them on a single level so that they can manage and take care of the elderly. We do have an aging population in this county and it's getting older and older and older and the concerns are

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there. So, I agree with you I would be in favor of this and that was one of the reasons that ad hoc committee talked about this.

Diedrick states, I have to agree very much with what McIntyre has said I think, it is apparent as the community as the county ages and you know with the needs of having facilities to accommodate some of the elderly folks. I know over the years of we've had to do that at our place at our own personal and so I've got to agree that I think we've got to be in favor of this ADU.

Hill states, I'm just sitting here trying to think of all the cases we've had and what they were about. We did one not too long ago up towards in the Warren area and I know the people that lived there originally and they sold the house and they became older and now they wanted to add on so they could stay there and have their children live in the house and they could be with them. We also had a farm, I can't think of anything that was bad with bad said about any of these cases and no objections about them so I think I would also go along in favor of this one right.

Mapes states, yes I agree what I think everybody said on the committee here that we need it and I think it's a good thing to have and so I will go along and I'll agree with everything too.

Huschitt states, I do think it helps us accomplish our goal in the Comprehensive Plan of trying to bring more affordable housing to Jo Daviess County. I think it does so with that being said I would say the floor is open for a motion for our recommendation to the county board regarding the accessory dwelling unit recommendation of the ad hoc committee.

A motion to recommend approval of the Proposed Amendments to the text of the Jo Daviess County Zoning Regulations (Title 8, Jo Daviess County Code of Ordinances): amend to allow accessory dwelling units (ADUs) as a "permitted use" in any zoning district permitting residential development was made by Steve McIntyre

Seconded by Ron Mapes.

The motion carried by roll call vote. Ayes – Gary Diedrick, Don Hill, Steve McIntyre, Ron Mapes, Peter Huschitt. Ayes: 5. Nays – None. Nays: 0. Absent: 0.

Guest Accommodations

Mapes states, I want to thank the ad hoc committee for doing what they've done. I think that I had there's a lot of good points and a lot of things brought out that we need to move this county board and so we can't sit here to let it go, the guest accommodations thing I'm in favor of guest accommodations, but I think what I've heard tonight, I think they can work out you know they need to get together and work it out. So I don't want to say we have to make this make that I think they bring back the committees together or somebody work out a better plan or a different plan everybody agrees on. That's my opinion.

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McIntyre states, there was one thing that was brought up that sparked my little realtor antennas that went out and that had to do with that if you have a guest accommodation license the value of the home ends up being jacked up. It's very similar to the docks the Apple Canyon Lake how that raised at some point it raised the price is almost forty thousand dollars if you had a transferable boat dock at ACL. So I'm not sure what we need to do in that regard because it does affect the appraisal values and it affects our property values and our taxes because the guest accommodation does add value to that home and how do you separate that out. I don't know. So I mean from a realtor standpoint that's a very hard nut to crack and I don't know how to solve that problem but it was brought up tonight and I appreciate somebody bringing that up and it's something that I'm not sure how to handle.

Meeker states based on that comment, I know the Assessor's Office is looking into that issue right now. It's not in our area of expertise but they are looking at that.

McIntyre states but it's one of those things where you know people brought it up and I thought I would address it at this time.

Diedrick states, yes there was a statement made about the possibility that you know for guest accommodations that maybe the two main entities that have that most of those licenses are located in the Galena Territory and Apple Canyon Lake and that maybe it should go to their responsibility to handle that situation and not being totally versed on the covenants that go along with the plats of either one of those developments, it's not something that can be done very easily on a local basis by the Galena Territory or the Apple Canyon Lake. It requires a change in the covenants and that usually requires as I understand it a certain percentage of the property owners. It's not something that can be done on a board type of situation. So it's not something that's easily done if that's the case that we want to just waive our right to do anything here on the in the county and to just turn it over to these developments and say well you have it it's your problem and I don't think we can, that's going to work with if that's the way we decided to go.

Hill states, I respect John Lang and the letter he wrote and what he said here tonight with guest accommodations as far as Apple Canyon Lake and Galena Territory when I sat on the board and I was the chairman of the board, I once inquired whether or not we could just let them be their own governing bodies and I was told by the State's Attorney that the county oversaw everything especially the setbacks and things like the grades and the parking and the county oversaw that. And so that was not something that I could initiate having them take over their own governing of those particular areas. Some of the things, yes they do, but for those things I was told I could not change There's enough things that we're good on the ad hoc committee, I do think that something can be worked on but I'm not in favor of going through with this tonight. Thank you.

Huschitt sates, just for all of us here and I do have some comments in general I'd like to share about the guest accommodations, but just from a housekeeping standpoint we do have an action item to take so whenever that motion is made I mean it does have to be in the form of some type of action

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because you know our purpose here is to have this public hearing and to make a recommendation to the county board. You know my own opinion I mean there's been so much that's been talked about guest accommodations, in general I mean just a couple comments as I was listening everything tonight, you know Hill you made a good point and I myself don't know exactly what the GTA and ACL maybe does or doesn't have authority over in their covenants and restrictions, but I myself would openly you know really push them to look at this issue. I really, really do because a comment someone made in last month's meeting was you know she had said in general she goes well maybe this wasn't guest accommodations but she used the term maybe we can't zone our way out of this issue and to me guest accommodations that rung with me when it comes to guest accommodations. I think there's other ways to approach it I mean I personally think let the market regulate this I think personally and then I'm going to get back to my point I think our fee for guest accommodation, in my own opinion is too low. It's I think that's one way where if we feel that these are just becoming too rampant I wonder if the fee mechanism needs to be raised to make this is one way to regulate it because then too it may just have even more responsibility for the people who hold these permits to continue to monitor the activity that happens. You know the other thing is I live at Apple Canyon Lake, I asked Apple Canyon Lake POA and there is a protocol and if there are so many complaints of a home they do have the authority to pull this. So, to me the biggest thing that I have with the guest accommodations and it was said tonight and I appreciate it made me think but I sort of always wondered this did in the past were some crumbs given to say we're going to give an extra five or ten feet, okay we're talking a difference maximum where I'm sitting to that edge of that table and to me fundamentally I'm just going to be honest that doesn't make any difference if that home next to me is going to interfere that's just how I personally feel. It's not going to regulate how many cars are going to be on that road it's not going to regulate how many times people are coming and going so I just fundamentally am asking myself do we have a set of rules that fundamentally don't change what it is we're trying to change. We have had in my opinion way too many variance requests granted on this. I'm guilty as charged because one of the discussions I had my mind was okay is this really going to make a difference, is it really going to alter it. As far as the two other things mentioned it, so what I'm speaking to is eliminate the special side yard setback requirement of a five foot per bedroom with a maximum setback of 35 feet require the setbacks applicable to the underlying zoning district, the one thing I like about that is it is if it went that route is a very straightforward rule, people understand it. I want to buy this house and I want guest accommodations, am I going to get it, you just yes or no you're going to get it or not based upon that. So, that's just my own opinion. As far as the eliminate the standard required parking spaces for maximum slope of eight percent I do appreciate some of the comments that were made that people who stay in guest accommodations may not be aware of the property, but I also believe that at one point in time too I mean people do have to be responsible for their own actions. You know I had this post me in a number a while ago on a special use case and it's like we're sending our school buses up and down these treacherous rural hills in Jo Daviess County yet we're saying a driveway has to be eight percent type of thing the point. I mean I have struggled personally with the disconnect of if the person can live there year-round if the eight percent and the fifteen percent eliminate the standard access roads right away leaving the property not exceed 15

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percent, I just sort of question why do we have a subset of rules in my own opinion. I do feel the tourism market is changing, I don't know how many I think 10 years ago guest accommodations you asked a lot of people what short-term rental is and guest accommodations and Airbnb, I don't know that a lot of people really knew, maybe 15 years. I think it's change. I think it is how a lot of people want to travel and how a lot of people want to stay. I also do feel while I don't have the specifics, I do feel it is a huge driver of our economy as we've talked about last month or I did you know to me ag and tourism are two number one industries that I hang my hat on that a lot of times when I'm trying to make certain decisions and I personally feel that the guest accommodations has helped increase the tourism industry in Jo Daviess County. I don't have numbers and I can't quantify it, but I think it's a fair statement to say it's help. So, I myself I mean I am in full favor of the three recommendations as stated by the ad hoc committee. So just for whatever that's worth.

Mapes states, I agree with you but I was we don't want to lose it, it's a good for the county everything else but I would like to see if all the groups together agree on everything that's what we don't have. We're just doing what we want I mean I'm not against it, but I'm sort of against look tonight I think it should be set back and we have you know both sides get together and come up with them. They come up with a mutual plan that's my.

McIntyre states, I think about Jenny's comments that she had on here it's the first time I've ever heard that side where she talked about you know as a property owner full-time that grade we know it, we've driven it umpteen thousand times, but as a transient yeah once or twice is probably all you're going to do and it can get bad if it's really, really steep. So that's the first time I've heard that argument and I appreciate that so thank you Jenny. And as the one that actually does do transit rentals in other locations like it might be Flagstaff or other such areas I can understand the steepness and the concerns that people have about that. But you know what if I didn't want to drive down that driveway I would park the top and walk down so that's neither here nor there. Now as far as the five feet per bedroom mix and that and just letting the setbacks be whatever the setbacks are within that particular district, I'm in favor of that one only because noise is going to travel no matter what you do and what it was stated I think it was Mr. Asta that stated that he's heard you know noise from this or that you know when I lived out in the country that corn grain dryer was 120 decibels that's what a corn grain is and if I live next to it that's my problem. I knew it was there and that's my problem not the farmer's problem. Now having lived in town and I live across the street from a noisy bar at two in the morning when I wake up because the guy's the drunk guy coming out of the bar, it's my problem I'm not going to go complain to the guy because I live across the street and I chose to live across the street. So, it's a double-edged sword it really is, but I would pretty much be in favor of all these changes considering what's being asked.

Diedrick states, I think McIntyre brings up a good point as you do also Huschitt when you mentioned the you know the 10 feet distance from you to the end of these tables here, I don't see where that is going to hold much water and make a difference. So I think that's something that we no longer need to have in the code. It's something that I think we can we can address through the through the natural

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hearing process when folks come before us and you know we look at how things are landscaped, you know something that might break up the sound whatever and it's something that I think we as a committee can still monitor that issue and I would definitely think the side lot setbacks could be dropped from this as the committee have recommended.

McIntyre states there was one comment that was made about making it measurable, I've always had that issue. As it relates to sound carries, the 4a about the so many feet setback has to do with buffer zones, right, how much sound etc. It might be a better way to look at this would be to talk about okay from a nuisance standpoint and deal with it as a nuisance standpoint. I have a decibel meter as well and I did it because I play music and there were some things that came before the zoning about rural music and we've never put anything like that so it's the same kind of or similar thing about noise that carries. Maybe we should be looking at something like that as a stock to try and figure out okay you're the noise can't be greater than a certain decibel instead of creating land for measurement distance and use decibels instead.

Huschitt states I see your point right instead of distance it's sound because it could be a four mile away playing very, very loud music that could still violate an acceptable decibel.

Diedrick states I think I'm going back a few years now and I'm dating myself but when Galena Cellars was looking at having outdoor music but that was through a special use permit if I recall that was not through a variance right.

Huschitt states they had a special use that had some specific language in it or I don't remember the specific language it was specific yes what they could do, what hours of amplified not. Yeah that was monitored by the special use permit that that was originally passed.

Mapes states, I think there's merit of what everybody said, but I just I would myself I want guest accommodations I want to go but I wish that they would get together a little closer there's a couple points that I disagree with but that's just my opinion but it seems like there's the people if they just get together so everybody was happy

Huschitt states so we need a motion to the County Board on the recommendation regarding guest accommodations.

Meeker states per the State's Attorney's comments at the last hearing it's up or down on the recommendation as proposed if you have additional suggestions to the Board you can make those additional statements and we'll put it in the record but it's a yay or nay on what the recommendation is.

A motion to recommend denial of the proposed amendments to the text of the Jo Daviess County Zoning Regulations (Title 8, Jo Daviess County Code of Ordinances): amend the site development standards for properties licensed for Guest Accommodations to: eliminate the requirement that guest

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parking spaces have a maximum slope of 8%; eliminate the standard that access roads/driveways leading into a property not exceed a slope of 15%; and eliminate the special side-yard setback requirement of five-feet per bedroom, with a maximum setback of 35-feet, and require the setback applicable to the underlying zoning district was made by Don Hill.

No second, motion died.

A motion to recommend approval of the proposed text amendment to the Jo Daviess County Zoning Regulations (Title 8, Jo Daviess County Code of Ordinances): amend the site development standards for properties licensed for Guest Accommodations to: eliminate the requirement that guest parking spaces have a maximum slope of 8%; eliminate the standard that access roads/driveways leading into a property not exceed a slope of 15%; and eliminate the special side-yard setback requirement of five-feet per bedroom, with a maximum setback of 35-feet, and require the setback applicable to the underlying zoning district was made by Ron Mapes stating the following: there needs to be additional conversations with public to tweak it a little better so everybody is happier.

Seconded by Huschitt.

The motion carried by roll call vote. Ayes – Steve McIntyre, Ron Mapes, Peter Huschitt, Gary Diedrick. Ayes: 4. Nays – Don Hill. Nays: 1. Absent: 0.

Home Occupation

Hill states, the problem I have is you took away a number and as it's been mentioned you could have x number of people coming into that house now if you change it to four or eight and who are not family members I could agree with that but the way it's saying anybody can come in anybody can work I just don't think that's a good idea to have that in any home whether it's in the country or in town or wherever you have it. I think you need a number and I think if you add who are not family members that would probably do what everybody wants to have done. That's what I say about that

Huschitt states, yeah I think I first I agree in principle but I think the idea of the non-family members I think it would be almost next to impossible to try to enforce I think it would be impossible to enforce you know I mean neighbor drive by and say yeah I saw 20 people working that house and I mean I appreciate what you're saying Mr. Hill, I really do you know I think it would impossible to enforce, impossible to define but if I may piggyback on that, you know I understand I think the intent again is we're just trying to make it maybe a little bit more user friendly a little bit easier to streamline some of these home occupations. Just as an aside I will put my plug in again I do want to make sure we're trying to do what we can to help our towns and villages because there are a lot of empty storefronts where perhaps a small startup business could start, but with that said to me I appreciate the intent of this motion. The two concerns I have is because we are also allowing it now it being the home

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occupation to be in a detached building and we recently have greatly enlarged the size of those detached buildings and last month how the county board's going to act on this is yet to be determined. It was recommended that there be no size limitations so I mean I'm just saying is when we work through it theoretically, we could almost have a shed which could be defined as a warehouse for lack of better word and we're saying it is okay to have a home occupation in there which is unlimited now. I'm not I don't know if that's the worst thing in the world I understand it's like hey they're employing people in economic benefit and if it gets big enough it can move better location so I'm not really opposed to the recommendation other than because we may be unlimiting the size of these detached buildings and we're saying it is okay to be an attached building do we want to try to at least have some type of number on the number of employees working on the premises.

McIntyre states one of the things that was brought up and I think it was Mr. Casswell are we micromanaging the growth of the business and yes you know every business that starts off in a home ends up when it starts getting bigger it goes to a different location I mean you can't accommodate it the neighbor starts complaining and the headaches start going from business owner and they end up governing themselves so are we micromanaging too much. I would say yes so and we're not and this is a business owner this is not some college kid that its having a party at my house or whatever kind of thing. I'm in favor of these changes that was proposed by the ad hoc committee. Also Mr. Asta brought up this thing about batteries and you know cars and this kind of stuff see I have a different view of home businesses I think farmers are home businesses and having just come from Shipshewana, Indiana where it's pristine type of farms I never saw one machinery out in the yard rusting I never saw you know an old vehicle that they don't use anymore sitting in the field and not you know rusting away as well. So it I think it has to do with the property owner and it's you're micromanaging that property as well so that's why you know these kinds of changes I'm going to leave it to the business owner to make it becomes a nuisance then the neighbor can complain.

Mapes states I was living here 25 years and somebody next to me built this house and they started the garage business I'm not opposed to more businesses but there's simply regulations that you know they can't do what he said you know they're all over I think there's a lot of things that could be regulated but that takes money and time to regulate but I'm not against it but I still think but other people too when these happen.

Huschitt asks Mr. Meeker and Melissa and I put you on the spot just to be clear there would still be somewhat I'm going to say home occupations that perhaps may wouldn't require special use permit for instance we had a special use permit for the lumber cutting firewood business okay.

Meeker states this would not change and that wasn't that wasn't a home occupation

Huschitt states so just to be clear we the code is defining home occupations versus there's still a list of items which are basically excluded from home occupation right I just want to make sure I understood right. So really what we're saying is I mean the recommendations have been spilled out very clearly

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and the last sentence is simply saying these must have been businesses which before must maybe either require special use or they weren't defined and now we're saying is these are repair services, vet clinics, design, development, and other related services they are considered by definition home occupations

Meeker states they can be home occupations and what you see there on that final bullet is a number of those are uses that were prohibited previously as home occupations okay but then a couple were added I think and I could be wrong I'd have to go back in the record I think veterinary clinics and the design, development, and other related services which is primarily like architectural design firms that wasn't addressed in any way so those were suggested to be added as well those were in there.

Huschitt states the reason I mentioned it in that there would still be some checks and balances I like your example, I lived a certain place for 30-years and again we talked about zoning some people will say it's prohibiting new growth there's also the other end of the side of the coin it's protecting someone who has a right in a property that's there but because we're not eliminating the code in its entirety we're just adding some clarifications that's what makes me much more comfortable perhaps just saying hey anything can pop up and there's no checks and balances. So, I would be in favor of the recommendations I've presented. I think there's some good thought brought up the unlimited number of employees could be concerned but I guess you know if that becomes a concern we can always revisit that just I do think some words not create nuisance or excessive noise I think that is a topic for another day because we've talked about that before what is excessive noise but that's a topic for another day but I myself in favor of as presented just fyi.

A motion to recommend approval of the proposed amendments to the Jo Daviess County Zoning Regulations (Title 8, Jo Daviess County Code of Ordinances): amend the regulations for "home occupations" as follows was made by Ron Mapes stating the following:

- Permit home occupations to occur within the home on a property and/or within an accessory building; eliminate the maximum number of employees permitted on the property, with no limitation on employees working off-site;
- Allow the sale of ancillary items not made/assembled on the property as part of a home occupation;
- Add language stating that equipment used for the home occupation shall not create a nuisance or excessive noise;
- Eliminate the prohibition of deliveries by tractor-trailer combination trucks for home occupation uses;
- Add the following as permitted home occupations: antiques (retail), automobile and other motor vehicle maintenance and repair services, veterinary clinics, and design, development and other related services.

Seconded by Steve McIntyre.

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The motion carried by roll call vote. Ayes – Steve McIntyre, Ron Mapes, Peter Huschitt, Gary Diedrick, Don Hill. Ayes: 5. Nays – None. Nays: 0. Absent: 0.

Signs

SECTION III
TITLE 8, CHAPTER 4, SUPPLEMENTAL REGULATIONS & TITLE 8, CHAPTER 7, DEFINITIONS: The following amendments were recommended.

- In instances where a business or service advertised or identified by a non-conforming sign ceases to exist, the following notice shall be provided: the sign owner shall be provided written notice (via certified mail) that the sign must be repaired/replaced/removed within 180-days following receipt of the written notice as the non-conforming sign is considered "abandoned" for non-use. In the event that the business advertised on the sign is for sale, the Zoning Administrator may grant a reasonable extension of time for the sign to be brought into conformance with this section.

- A new sign type is created: Local Business, Off-Premise Signs, permitted subject to the following standards: 1. Double-faced signs permitted, limited to no greater than 32 square feet/sign face with an overall height above the adjacent grade of no greater than 20 feet to the top of the sign; 2. No more than one local business off-premise sign structure shall be situated on a property; sign structures may advertise more than one business as long as all other criteria of this section are met; 3. Local Business Off-Premise signs may be erected no closer than one (1) mile from any other off-premise sign, including traditional billboards. In determining compliance with this standard, signs on both sides of the highway corridor shall be considered; and 4. The sign shall be continually maintained in good condition.

- Add definition for Local Business, Off-Premise Signs as follows: Sign, Off-Premise Local Business: A sign for a business that is physically located within the boundaries of Jo Daviess County that is placed on a property other than the location of the business, intended to promote local business enterprises in the County.

Potential Concerns to Consider:

A primary issue with respect to permitting Local, Off-Premise Signs is that the recommendation made by the Ad Hoc Zoning Ordinance Subcommittee would permit such signs anywhere in Jo Daviess County; given limited staffing and the vast area covered by the County, this provision would be difficult to administer effectively. Additionally, a proliferation of signage along transportation corridors, unless tightly regulated, could detract from the scenic transportation corridors in the County. At the Ad Hoc Zoning Ordinance Subcommittee meeting where this topic was discussed, staff's original recommendation was to limit such signs to the primary highway corridors: US Highway

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20, IL Route 78, and IL Route 35 given that these roadways experience the greatest traffic levels and are where such signs may be of the most assistance to visitors to the area while still promoting patronage of local businesses; placement of such signs would only be permitted no closer than onemile between signs.

Public Testimony Opened

Mike Dittmar, 117 West Main, Elizabeth

I support this, I think it's just housekeeping I think that's just an easy one. The second one is I was contacted and I think the county board was too by two local businesses one was Shawn Saunders's business out of Warren and the other one was Michelle Magee in Stockton and what and they asked for this because they want to bring business to their places because Michelle's they're both off highway 20 and Michelle literally said that she said I need to get those people in my store so in my shop. So I think this was really well thought out local businesses only I think that's huge only one sign and the one mile spacing I definitely think this can be done. I know in the past we've said that we don't want to look like the Wisconsin Dells, I've been up to Wisconsin Dells at some of their school actually their big school and I like their low taxes and their nice school so I really support this. I don't want signs either, I think this is a really well written ordinance that just limits it to the local businesses that we all want to support help so please consider passing this. Thank you.

John Creighton, 14203 E Greenvale Road, Lena

Just to follow up on what Mike had said and everything he said is true but the genesis of the complaint that we're trying to address here with these two business owners is that they received and I'm not going you know disrespect Bill and his staff here because his job is to administer the rules that are in front of them. So that's is what it is, but he was these sign owners were given instructions to remove their signs after they had been in a state of disrepair for many years and they had rebuilt and repaired the signs to new condition and in my mind that is both arbitrary and capricious and that is why we addressed this issue and made the recommendations that we did. I think this really is that simple. Thank you.

Mel Gratton

I'll be real brief on this I would hope that you know everybody has a cell phone today that you use the capabilities and it helps you find places if you'd like to go someplace you don't know where it's located you put it in. I don't think we have a need for as many signs. There's a type of sign and this was discussed many years ago when we were talking signage and that is the TOD sign the Tourist Oriented Destination that's that blue sign with the white on it and those can't cost I looked it up it's actually there is a cost to it it's two hundred dollars initially to apply for it and then it's seventy dollars a year is what they cost. But the advantage of them is that they're uniform, they're visible people are

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used to you know utilizing them because they they're used I think nation and why you see them everyone so I would strongly suggest that you look at that as an option for this and I think it enhances the scenic values that we have to limit these whatever types of signs that they are you know to a minimum and I want to remind all of you also that every zoning ordinance and every comprehensive plan we have had wants to limit these in those scenic corridors areas and the scenic corridors are the main roads for the county so that has been in place for forever that was in the very first ordinance that was one of the things that people initially asked for to limit signs in the scenic corridors so that's all I have. Thank you.

Carol Schwerdtfeger

I don't know if it's changed since we own the northwest land company on highway 20 the last time I was up to date on it I know that US 20 was through Jo Daviess County at least the western half of it was considered a scenic highway and they were limiting the ability of signs other than like in the like going through Stockton you know on the highway that it had low speeds that was different but out in the area where we had our office they I know we had to get a permit and they do limit them on and also I think since 84 was declared the Great River Road. I'm pretty sure they have some state limitations on it but other than that I think it's all in favor of supporting local business.

Mike Dittmar

If I can tell you the value of big signs I rent for our pumpkin patch we rent us a Lamar sign for September and October only and it's eight hundred dollars a month and that's sixteen hundred dollars for a small business that's a lot of advertising money. If one of these the two the record the people that I brought up wanted to rent a sign of Lamar to get and I spend the money because it works it works we ask our visitors all the time and it's you see it you know those are two small businesses could they afford ten thousand dollars a year for their advertising business to get people to their small businesses. No way so an off-premise sign is a huge benefit to them it's a huge benefit to our local businesses. Thanks.

John Schultz, 27 W Arrowhead Drive, Galena

Mr. Gratton basically is saying we should have uniform signs throughout the county. I'm opposed to that because if you have an opportunity to have a unique sign it might draw more customers to your business rather than looking at a blue and white sign I just think that I'm in favor of freedom. Thank you.

Tracy Diestelmeier

I just as I looked at and I couldn't misunderstand but I think the change is going to turn it from is two feet in any direction four square feet is that what the old and now we're turning it the recommendation is to then make it 32 square-feet.

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Meeker states 32 square feet is this it's already in our sign regulations that's not a new standard it's just consistent with our existing standards.

What I thought the old one what we were deleting or changing said like two feet in any direction and that's why I said maybe I'm incorrect.

Huschitt asks is that under home occupations. You're right it's under home occupations and I don't know if this applies to that.

Meeker states that this does not relate to that.

Well I would just make a plea and I think minds are a already made up but I would make a plea not to have us like Wisconsin Dells I traveled to Minneapolis this last weekend and I could tell when I hit a county that had no restrictions and I had no interest in anything that was beyond the sign after sign every mile another sign I don't want Jo Daviess County to do that. Thank you.

Public Testimony Closed

McIntyre so let's first of all we will address number three the discontinuance. This was very unenforceable the way it was written I think as far as yeah it was 180 days to be removed but I know a lot of abandoned sites that have not been removed so I think this is trying just to clean up the ordinance a little bit just to give it a little bit more teeth in trying to make sure that these signs that have been abandoned get either removed or fixed and I think that's what number three is I think it's well written every time I read it it's okay I understand that makes sense to me so that one I think is fine. When you talk about the off-premise signs not signs like not like at old northwest where that was at the premise this has to do with off-premise signs and I do have a concern about additional you know multiple signs all over the place and everything else I'm trying to feel how much 32 square feet is four by eight four by eight it's a plywood and you're going 55 to 60 miles an hour down the road are you going to be able to see that sign very clearly unless they really designed it really well. So I don't know but I know that we do need off-premise signs and Mel, I used to own the airport north of Apple Canyon Lake and we did put a blue sign there to let people know that there was an airport runway just down that road and no one saw it absolutely no one saw it and so most people are going 60 miles an hour down the road exactly or and I and I am one that uses this a lot so I it is something but those businesses that do need an off-premise sign they do need an off-premise and especially those ones that are out way out in the middle of nowhere. And for the people that don't use their cell phones to prove directional use and that kind of stuff so I think this is well written as well and to not have a gazillion of them like you do when you go to the dells you have one sign then the next sign, the next sign and it's exactly the exact same business, this has to do with the one mile away off-premise so it does have separation between the two signs, yes that's what I mean yeah but you go up to the dells and there's sign after sign after sign of the same business, right. I'm sick of it so I think that does have

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some teeth to it that one mile is a good rule as well so I'm not concerned about that. So, I think I would be in favor of both of those.

Mapes states difficult one because the one I agree was about the sign the date to the sign remove the signs I think that's well written and should be in place. Signage is the reason that zoning came into this county that's one of the reasons because there were billboards all over the place because I remember Paul booked the whole county, but precisely that's you know we eliminated it that's good his on-premise signs I think are fine but today's age I don't like to see signage put up all over the place. Again, today's age people look at their phones and look at the car thing they got the address they don't wait you know. I'd like to leave that those particular sites alone like they are.

Hill states I guess that's my concern you're limited to a mile but when you're going 60 miles an hour you see a sign every minute and I don't want to see. I mean I'm traveling to Dubuque last week I was looking at how wonderful it is not to have all these signs in Jo Daviess County. And I'm just worried every mile like so you get a lot of signs in Jo Daviess County. If you have one every mile that's my only concern otherwise, I don't know how you change that. I am concerned about the one mile limit.

Huschitt states I just you know as far as Mr. Hill's comment again you know when the motion is made it's either going to be yes or no and then in the discussion it could perhaps say we would like to see. I'm just making a suggestion if that's what you felt you could say we would like to see the verbiage the word one mile struck and have two or three whatever if you think there's a longer buffer. I just want to make that housekeeping suggestion.

Huschitt states I love Jo Daviess County, I love the scenery I myself I hear a lot of I agree that businesses should have the opportunity advertise so there's a part of me that says can we say that can perhaps the distance of the signs be closer that they can only be within two miles of an established municipality. So, if you're whatever town you're driving through Stockton you can drive a mile or two west on 20 you get past two miles of Stockton this rule doesn't apply. You get within two miles east of Elizabeth you could start seeing some signs you get two miles west of Elizabeth you're going to see some signs, two miles outside Elizabeth there's no sign. Because there's a part of me where is that accomplishing both things, the concerns that we don't want to see signs everywhere but we want to give a local business the opportunity to advertise their business. Because to me too if you're driving 55 to 65 miles an hour on Route 20, are you going to see a sign that's five miles in the country going 65. If you're outside of Stockton for instance you're still going to be within a 45-mile hour speed limit so I like the idea of giving our local businesses the opportunity to advertise with a sign. I'm a business owner myself the billboards are very expensive but I do like that opportunity to advertise locally. This may be me being a little too nostalgic but there's sometimes too I'll see a sign and it just like for instance the Stockton you know laundromat it's a young man who went to our school and he's doing really well. So, my point of it is I'm encouraging the use of the signs I just wonder too I'm concerned about are they going to pop up everywhere and as a solution perhaps in the motion would be to limit to within two miles of the municipality, the city limit of a municipality which I think makes more sense

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because the speed limit is usually controlled. Within that frame the signs are going to be more readily visible and then you get out into the proverbial country you're not going to see all these signs everywhere. What the distance within that mile or two I don't know if we want to try to say that it can't obviously be a mile you know what I mean I can't say you know we go sign within a mile and then only have a mile between. I don't know if we you know is 100 yards reasonable, I'm not sure. But anyway, that was a suggestion. I have I like the ability I really like how number on is written. The enforcement I do like the ability for the businesses to use a local off-premise sign but I am too concerned as other people have said in the crowd as well as other people, I am concerned what is this going to look like and that's a solution that I think would accomplish both but those were my comments.

Hill states I think I agree with you that would ease my troubles a lot. I'm just thinking of when I'm coming over here you see the mud run sign and Woodbine you know that's within a mile of Woodbine but it's right there and that's the only one, I can remember seeing between Stockton and Woodbine and then there's a couple between there and Elizabeth. But that would ease my mind a lot if we could do something like it could be 100 yards within a mile of, I mean any other.

Mapes states, I agree with you there is some signs in Woodbine that are for Stockton so okay but I think that's a good idea though I don't know how you make it in the motion.

Meeker states you can't modify the recommendation it's either yay or nay but add your additional comments on what you would suggest.

Diedrick states I'd like to take it one step further. You mentioned that within so much distance of a municipality, I'm thinking you know that could be all right, but if you're talking to a rural business with an off-premise sign, I would like to think that you know you could maybe say within so miles of the business versus the municipality. You know to give people a heads up that you know you're coming up on that business and that sign is there. You know you look at a number somewhere down the line of so this proximity to the business versus the municipality.

McIntyre states being a world traveler sometimes I see a sign and it sparks my interest when you're traveling by. So when you use your phone you actually know what you want to try and find, but sometimes the sign sparks you to have interest in that business and you end up going there as a tourist. So I agree with offering the signs, but as you stated within so many miles, but now you're penalizing Warren, Apple River. They can't grab anybody from Highway 20 to get up that way. Every time I mean from the Jo Daviess County tourists association the visitors bureau, one of the biggest struggles they have is getting the people that go to the destination of Galena to go out into the other areas and off-premise signs are absolutely that it's to drive people from Highway 20 out into the country to support those rural businesses that are struggling. So that to me is why this was put in. So, if we don't say yay, we're actually penalizing those businesses that are all in the small communities that need our help to drive that business drive that customer to the business. That's what I look at it.

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Huschitt states just what I understand your point so again and I'm not trying to put you on the spot I mean again so the all the off-premise business sign to me means like that the sign could be anywhere off their premise.

McIntyre states not within so many miles of it because I mean it takes 15 miles to get up to Apple River or Warren from parts of Highway 20. So that's kind of tough. But I appreciate your thinking because I have struggled with that too. I don't want to see a sign that's going to be 50 miles from it's like those bucky signs right 150 miles until the next Bucee's you know okay. Something that's within the county and we're dealing with the county so that's why.

Diedrick states I don't see where signage that Jo Daviess County is going to be the Wisconsin Dells of the Illinois. I just don't see that the signage is a real issue here and as recommended by the ad hoc committee I would be totally pleased with going with what they recommend.

A motion to recommend approval of the proposed amendments to the Jo Daviess County Zoning Regulations (Title 8, Jo Daviess County Code of Ordinances) was made by Gary Diedrick: amend the Sign Regulations as follows:

1. Add language that when a non-conforming sign ceases to exist, a written notice shall be provided via certified mail that provides the sign owner 180-days following receipt of the notice to repair/replace/remove the sign within 180-days of receipt of the written notice; the Zoning Administrator may grant a reasonable extension of time for the sign to be brought into conformance;

2. Create a new category of signage identified as "local business, off-premise sign", defined as a business that is physically located within the boundaries of Jo Daviess County that is placed on a property other than the location of the business, intended to promote local business enterprises in the County; subject to the following restrictions: double-faced signs permitted, limited to no greater than 32 square feet/sign face with an overall height above the adjacent grade of no greater than 20 feet to the top of the sign; no more than one local business off-premise sign structure shall be situated on a property; sign structures may advertise more than one business as long as all other criteria of this section are met; local business, off-premise signs may be erected no closer than one (1) mile from any other off-premise sign, including traditional billboards (in determining compliance with this standard, signs on both sides of the highway corridor shall be considered; and the sign shall be continually maintained in good condition

Seconded by Steve McIntyre.

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Discussion:

Hill asks if we are going to modify anything like the one mile.

McIntyre states we can make a comment to the County Board to look at that.

McIntyre comments that he would like to see discussed about the number of off-premise signs for a particular business as well as how far away they are from a municipality. I like the idea of having the distance so many miles from a municipality.

Hill states I like what you had in mind as far as being within the distance of the municipality of mile and a half to two miles, whatever, really no further than that.

The motion carried by roll call vote. Ayes – Ron Mapes, Peter Huschitt, Gary Diedrick, Don Hill, Steve McIntyre. Ayes: 5. Nays – None. Nays: 0. Absent: 0.

VI. New Business (None)

None

VII. Citizens' Comments (Matters not otherwise on the Agenda)

Diane Gallagher

Thank you Mr. Chairman I just want to thank you so much for the service that you're providing with the zoning board. And I think we have to remember that because of your broader experience as a zoning board and knowledge of the county issues, just like our economic development group has very much experience in looking at some of the growth issues they want to help with and our Comprehensive Plan did talk about the changing population, the decrease in the young families and how important economic growth will be for the future. And I think we probably got the cart a little bit before the horse when you started the project because we haven't defined our problems and maybe that's because we're so proud of how good the county works but there are problems that are going to occur in the future if we don't look at some ways to step around those. So thank you for your service and help us in any way you can to acquaint the public with some issues that maybe they won't experience because they're in their retirement years but our young families are experiencing now and any potential families we have will go elsewhere. Thank you very much that's all.

Carol Schwerdtfeger

Number one just echoing Diane's comments these agenda packets that your committee prepares and the professional, orderly, patient, polite way you run all of your hearings is truly appreciated and you

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don't see it all that often. And I want you to support your efforts totally because I've learned there's a movement of foot on the part of a few of the board members to overrule your unanimous recommendation regarding the 40-acre rule. I just wanted to go on record and as encouraging the county board as a whole to support the recommendation when especially when it's unanimous vote on the part of this committee when you recommend to the board. In my understanding if they didn't it would be the first time regarding a text amendment that that happened. And I don't think there'd be enough support to get it passed but I just wanted to go on record encouraging the county board to accept the professional recommendation because you guys are all trained in the field experienced in the field you know what works and what doesn't and like someone else said you know if it ain't broke don't fix it. We appreciate your system that you have perfected with in regard to that rural development. In addition to that I wanted to address the affordable housing concerns because initially a lot of people came to that first hearing thinking, the realtors particularly that was that came and sat next to us because they thought we were going to be there to back that too. And then the other night even when we met with Mike Dittmar, Daisha Boehm, and Jacob Ambrosia, we thought maybe we're going to hear more about the affordable housing thing, I came well researched and well prepared with ideas for them and I think that that would be a wonderful topic for the or a different ad hoc committee to work on because there are so many in fact I did a quick summary of what there is because we all share the same goals and because the development of rural residential properties is a net loss to the county per the City of Galena review in the initial agenda packet it reads the fiscal impacts of rural residential development is a net cost it goes on to say the cost of community service studies consistently show rural residential development is the fiscal liability requiring a dollar and two cents to two dollars and eleven cents in services for every one dollar generated in tax revenue. Because there are currently between 369 and 419 active residential listings for sale in Jo Daviess County and because on land.com alone there are currently 52 rural properties ranging in size from 1.01 acres to 156 acres with home prices starting at 149.9 a little home on 1.18 acre.

Huschitt states I think we're getting a little mixed here so some of what you're talking about sounds like to me what we would have talked about at the May 27th meeting, which we're not opening up we can't talk about that I would suggest due to the lateness of the hour perhaps if you have some suggestions for affordable housing, you're welcome to share that at a future meeting here at the county board. But I'm getting a little bit of some of these facts and figures were shared on May 27th and we opened with we are not here to talk about what we've already talked about in the last meeting on May 27.

Okay, pardon me it's always been my philosophy where there's a problem to offer a solution and I would be happy to be involved with such to do a survey and just see how many right how many already surveyed plots are available so we don't have to tear up more.

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LaDon Trost

Ladies and gentlemen, thank you so much for being here tonight. In 2016 I retired from law enforcement after spending 46 years on the job and that same year I decided I'm going to run for the county board because I love this county. My family's lived here all their lives and it's just a beautiful place to live. A couple weeks ago for example, my wife and I pulled the corvette out of the garage and went for a little ride and we rode for about 135 miles never left Jo Daviess County. It's a beautiful place to be at. I've been this is my second term as chairman of the county board, my term is over in November. I'm counting the days. Almost every county board meeting prior to me being a chairperson and also as chairperson we talked about the problems the board felt with it was with the with zoning and most of the time it was the 40-acre rule of course, but there were other things too that came up and the board felt that there needed to be the zoning need to be more business friendly shall we say. So, I decided that we put together an ad hoc zoning committee, it was hard putting a good committee together. We had I think we ended up with a with a great committee, Cory Cassens was I signed as chairperson and he was just great at that job. did a great job. When I say that things we need to look into our business population in this county. A few months ago, I did a pop study and one of the studies was on population of the county residents. I checked my authority which was the reserve bank in St. Louis they keep track of everything and I found out in the seven county areas since the census every single county in the seven districts in northern Illinois has decreased in population except for one, that was Jo Daviess County. Our population increased and I also did a study on school populations and I checked what populations in schools with Dubuque and Jackson County in Iowa and Lafayette and Grant in Wisconsin, their school populations have all increased but every single school population in Jo Daviess County has decreased. So, what does that study tell you. That study tells you that our population of young people is leaving this county with their families but more retired people are moving in. That can be overall of a problem and that was one of the reasons that I wanted to put this committee together. The only comment that I make is that I wish that members of the population of the county would have come to some of these ad hoc meetings. They were always published and as were the agendas were announced prior to it but not one person ever showed up, not one in the whole county. I really thank you tonight for what you did. You studied over this and I think you made some good choices and I thank you very much for working on. Thank you.

John Schultz

La Don pretty much stole my thunder on the ad hoc committee. It was they ran for about a year and a half, it was publicized. I attended all but I think the first meeting and almost every time if not every time I was the only person not on the committee who was in attendance. So the people that complained about not being able to participate it was their own fault. And I'm not happy about that participate or not complain.

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Mike Dittmar

I just want to say thank you guys.

VIII. Reports and Comments (Commission Members and Staff)

Huschitt states we have our regular meeting next week. I will be gone for the regular Zoning Board of Appeals meeting on June 24th.

IX. Adjourn

A motion to adjourn was made by Don Hill and seconded by Ron Mapes.
The motion carried by roll call vote. Ayes – Peter Huschitt, Gary Diedrick, Don Hill, Steve McIntyre, Ron Mapes. Ayes: 5. Nays – None. Nays: 0. Absent: 0.

The next REGULAR meeting of the Planning Commission/Zoning Board of Appeals will be held on Wednesday, June 24, 2026

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Jo Daviess County Planning Commission/Zoning Board of Appeals

STAFF REPORT

TO: Planning Commission/Zoning Board of Appeals

FROM: William Meeker, Planning & Development Administrator

RE: **PROPOSED AMENDMENTS TO TEXT OF THE JO DAVIESS COUNTY ZONING REGULATIONS (Title 8, Jo Daviess County Code of Ordinances):**

- Title 8, Chapter 2, Administration and Enforcement
- Title 8, Chapter 3, District Regulations
- Title 8, Chapter 4, Supplemental Regulations
- Title 8, Chapter 5, Use Table and Regulations
- Title 8, Chapter 7, Definitions

HEARING DATE: May 27, 2026

REQUEST: Consideration of amendments to the text of the Jo Daviess County Zoning Regulations (Title 8, Jo Daviess County Code of Regulations), as recommended by the Zoning Ad Hoc Subcommittee. Full text of the amendments is included as an attachment to this report.

SUMMARY OF AMENDMENTS:

Based upon public comments received to date, the outline of the amendments will be arranged in order of those proposals that have provoked the greatest internet. Full text of the amendments is attached to this report. Any written public comments received prior to distribution of the agenda are also attached as exhibits to this report and hence become part of the public hearing record.

TITLE 8, CHAPTER 3, DISTRICT REGULATIONS: The following changes were recommended:

Within the Agricultural (AG) Zoning District:

- **Reduce the minimum "lot area" from 40-acres to one-acre for all properties zoned AG**. Additionally, eliminate the need to apply for a Special Use Permit for "non-agricultural" residences constructed in an AG zone unless the parcel is less than one-acre in area.
- **Eliminate restrictions on the amount of non-agricultural accessory areas** that may be placed on a property zoned AG.

Consistency with the Illinois Plat Act (765 ILCS 205) and Other State Statutes:

Following consultation with the States Attorney regarding the proposed reduction in minimum lot area in AG zoned areas from 40-acres to one-acre, it was determined that pursuant to Section 10-620 of the Illinois Property Tax Code (as referenced in the Plat Act), the minimum lot area may not be reduced to less than two-acres. This information was found following the Ad Hoc Zoning Ordinance Subcommittee's formulation of a recommendation:

> *"Nothing contained within the provisions of this Act shall prevent or preclude individual counties from establishing standards, ordinances, or specifications which reduce the acreage minimum to less than 5 acres, but not less than 2 acres…"*

For this reason alone the Commission's discussion should focus on whether or not to reduce the minimum lot area to two-acres since a one-acre minimum would violate State statutes.

Nothing in the proposed amendments alters exemptions from preparation of a Plat pursuant to the Illinois Plat Act, as follows:

> (b) Except as provided in subsection (c) of this Section, the provisions of this Act do not apply and no subdivision plat is required in any of the following instances:
>
> 1. the division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
> 2. the division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
> 3. the sale or exchange of parcels of land between owners of adjoining and contiguous land;
> 4. the conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
> 5. the conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
> 6. the conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
> 7. conveyances made to correct descriptions in prior conveyances;
> 8. the sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
> 9. the sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
> 10. the preparation of a plat for wind energy devices under Section 10-620 of the Property Tax Code.
>
> Nothing contained within the provisions of this Act shall prevent or preclude individual counties from establishing standards, ordinances, or specifications which reduce the acreage minimum to less than 5 acres, but not less than 2 acres, or supplementing

the requirements contained herein when a survey is made by an Illinois Registered Land Surveyor and a plat thereof is recorded, under powers granted to them.

(c) However, if a plat is made by an Illinois Registered Surveyor of any parcel or tract of land otherwise exempt from the plat provisions of this Act pursuant to subsection (b) of this Section, such plat shall be recorded. It shall not be the responsibility of a recorder of deeds to determine whether the plat has been made or recorded under this subsection (c) prior to accepting a deed for recording. (Source: P.A. 99-78, eff. 7-20-15.)

Comprehensive Plan Consistency:

The Jo Daviess County adopted an updated Comprehensive Plan in 2024. In general the Plan recognizes that more dense development that is not adjacent to the incorporated communities will adversely impact the inventory of viable agricultural land and otherwise increase the need for community services (sewer, water, roadways, public safety, etc.) in areas where existing services are inadequate to meeting the services needs that are generated by increased land-use density. Even when considering a two-acre minimum lot area in AG zones, this concern remains.

Concerns Expressed by Jo Daviess County Health Department:

Many AG zoned properties are served by a private septic system and well. The Department is concerned that by lowering the minimum lot size to one-acre (now two-acres), there may not be adequate space for these necessary systems in some areas. This would require variances to be considered in order to meet setbacks and possibly sizing requirements, which should always be a last option scenario. We must also consider setbacks from neighboring property's well and septic systems as this often affects available space. There should also always be a second area reserved for a replacement septic system for when the original is no longer functional. going to complicate finding a space for a new septic system in the future because of the setbacks.

Additionally, allowing the small lots with no restrictions on the coverage of accessory structures is going to further complicate the issue of having adequate space available for a well and septic system. More and more accessory structures are including plumbing fixtures that connect to a septic system, making the space required even larger. The Illinois Sewage Code requires 10-feet of separation between a drain field and a structure.

Concerns Expressed by Nancy Breed, former Chair of the 2024 Jo Daviess County Comprehensive Plan Update Subcommittee:

The following is the full text of her comments…

Jo Daviess County's Comprehensive Plan was updated and approved just two years ago. It gives resounding support to smart growth for our cherished Driftless landscape and rural culture. The Ad-Hoc Zoning Subcommittee was formed to review and recommend County policies consistent with the updated Plan. I applaud their work and support their recommendations with two exceptions: 1) I strongly support NO CHANGE to the minimum 40-acre guideline for Agricultural Permitted Uses, and 2) I strongly urge the CONTINUED USE of the Land Evaluation Site Assessment (LESA) tool. To quote the 2024 Comprehensive Plan: "Random rural development threatens agriculture, the scenic beauty, and other resources. Scattered rural residential development, in particular, has been increasing over the past twenty years and has, in some cases, compromised the ability of agriculture to flourish.

A continued increase in scattered rural residential development will ultimately result in the same problems generally associated with urban sprawl -- inefficient use of large areas of land to house a small number of residents, increased traffic, and excessive energy usage as residents drive longer distances to acquire goods and services. Infrastructure and services required to support rural development (e.g., country road upgrades to accommodate increased traffic; longer routes for school buses, emergency services, fire, and police protection) are more costly per housing unit than the same services provided to concentrated development in communities and planned developments. Scattered rural development is not a cost-effective form of development for the county."

I understand one of the top three goals of the Ad-Hoc Zoning Subcommittee was to "reduce the need for Variances without compromising County-wide respectable standards." Changing the minimum acreage from 40 acres to 1 acre for agricultural permitted uses is NOT smart growth and is NOT aligned with County-wide respectable standards which support agriculture, tourism, and scenic unspoiled vistas. Knowing the County holds firm to existing high standards for land use will eventually result in fewer Variance requests; just say NO to those who persist in requesting special treatment not in compliance with existing guidelines. Do not be pressured by individuals, developers and realtors who seek variances to County ordinances for self-serving gain. Hold tight to the values of the majority of our 21,000 residents expressed in our Comprehensive Plan. LESA has been an excellent tool for Jo Daviess County land use issues for decades. If it needs a refresh, fine, but don't throw it out. Contiguous or cluster growth must prevail. Paving paradise is a real threat to the future of Jo Daviess County.

Concerns Expressed by Robert Melcher, Member of the Jo Daviess County Water Research Management Subcommittee:

The following is the full text of Mr. Melcher's comments…

I've been a member of the Jo Daviess County Water Research Management Planning Committee since 2014. Over the years we have learned a lot about the hydrogeology of the County. In terms of septic effluent, research done in the county shows that septic effluent is going into the shallow aquifer that our private wells draw from. Does the proposed change of the minimum residential lot size from 40 acres to 1 acre take into account the increase in the amount of septic effluent we would have in the shallow aquifer and the drinking water issues that would be related to that? I have lived on a farm north of Stockton for over 50 years. Our well water tastes good and is safe to consume. I recently participated in an in-depth water sampling project, and the test results showed that the chloride levels in our well water is over four times the normal background level. Analysis showed that the source is not road salt. It seems very likely that the source is from our water softener that is entering the aquifer from our septic system and then is showing up in our well water. Adding more septic systems out in the county isn't going to improve the quality of our drinking water. I don't know if there is a magic minimum lot size in terms of limiting interactions between residential septic fields/systems and wells, especially given the nature and extent of our karst terrain, but I'm pretty sure that one acre is not enough. If you are changing this to make it easier for people to build in Jo Daviess County and in the process you destroy the reasons they come (good water, good air, and beautiful scenery) we will all be poorer in the end.

Concerns Expressed by Beth Baranski, Local Architect and Member of the Ad Hoc Zoning Ordinance Subcommittee:

Ms. Baranski's full letter is attached to this report; the following are excerpts from her letter that specifically address the AG lot area issue…

This change is contrary to the comprehensive plan. The County's comprehensive plan serves as the foundation and policy guide, and the zoning ordinance provides the legal framework and regulations to bring that plan into effect. They are connected. The comprehensive plan that was written in 1999 relied heavily on community input - community meetings, 1822 surveys (22% of households in the County) and multiple stakeholder meetings. The top three most serious issues identified were I) Property tax increases, 2) Loss of natural beauty, and 3) Loss of farmland to development. The recently updated plan reinforces priorities to address these issues and continues to reflect a thoughtful response, recommending that development be directed to the communities. The introduction to the 2024 comprehensive plan states:

The desire to encourage development and create better paying jobs in the County is coupled with an understanding that new development should be located to efficiently provide services and infrastructure and to ensure wise use of the County's many natural resources. The County is challenged to maintain a balance between serving the interests of individual property owners and directing development in ways that will benefit the entire County. The manner in which this balance is achieved will determine the legacy passed on to future generations... The heart of this plan relates to its recommendation to direct residential, commercial and industrial development to communities, while preserving productive farmland and the rural character of the County.

The goals and objectives of the Comprehensive Plan are laid out to support this land use approach (e.g. Goal II: Promote Vibrant Communities, Goal III: Support Economic Development and Growth, Goal V: Support Agriculture, Goal VIII: Promote Cooperative Planning, and Goal IX: Support Strategic Growth and Development).

The county will likely be subsidizing this. Privately owned working lands generate more public revenues than they receive back in public services. It stands to reason that a home built in a municipality utilizing municipal services will be less expensive to service than a home built out in the country. American Farmland Trust did a study of over 150 communities across the country and found that the cost of community services for residential development was greater than the revenue generated (with a range of $1.02 to $2.11 paid for every dollar of revenue). A study of Ann Arbor Township in Michigan showed that the smaller the lot sizes the greater the shortfall, stating that "there are many "external" costs associated with development which are borne by the entire community, not just by the newcomers," and noting that "it is in the community's best interest to mix efficient development with the preservation of its farmland and open spaces to keep taxes from rising dramatically as residential development demands new or expanded services."

Septic systems are problematic given our hydrogeology. Water testing in the County indicates that septic effluent is releasing contaminants into the shallow aquifer from which most private wells draw their water. Microplastics, pharmaceuticals and personal care products and other constituents likely from septic effluent have been detected in springs and wells throughout the county. More septic systems spread throughout the county will be detrimental to groundwater quality in the shallow aquifer. Most of the county has shallow soils, particularly those areas with topography where residential demand appears to be greatest. A homeowner on 1 acre in the county whose septic field fails may have few alternatives.

TITLE 8, CHAPTER 5, USE TABLE AND REGULATIONS & TITLE 8, CHAPTER 2, ORGANIZATION, ADMINISTRATION AND ENFROCEMENT: The following amendments were recommended.

Accessory Dwelling Units: Permit Accessory Dwelling Units in all zoning districts permitting a single-family residence: Agricultural (AG) zone, Single-Family Residential (R-1), Multi-Family Residential (R-2), Planned Residential (RP). At the present Accessory Dwelling Units are only permitted with approval of a Special Use Permit

in the AG and R-1 zoning districts. This amendment would declare the uses as "permitted" (i.e. no need for a Special Use Permit) in any zone permitting residential development (as noted above).

LESA and Natural Resources Inventory Reports: Delete the requirement for a Land Evaluation and Site Assessment (LESA) for any proposal converting agricultural land to non-agricultural use. This would also eliminate the requirement for preparation of a Natural Resources Inventory (NRI) which evaluates soil types on properties where a potential use conversion is proposed to determine if valuable agricultural land is being eliminated.
Potential Concerns: Many of the concerns expressed in the prior section of this report related to the reduction in the minimum lot area in the AG zoning district apply to these proposed amendments as well. See comments in prior section.

Guest Accommodation Site Development Standards: The Ad Hoc Zoning Ordinance Subcommittee recommended that special site development standards for properties to be licensed for short-term rental be the same as the base zoning district within which the property is situated; specifically:

- Eliminate the standard that required parking spaces have a maximum slope of 8%.
- Eliminate the standard that access roads/driveways leading into a property not exceed 15%.
- Eliminate the special side-yard setback requirement of five-feet per bedroom with a maximum setback of 35-feet; require the setbacks applicable to the underlying zoning district.

Home Occupations:

Home occupations are currently permitted in all zones where a residential use is the principal use of the property. Proposed amendments are as follows:

- Home occupations may occur within the primary residence and/or accessory building (currently only permitted in the residence).
- Eliminate the maximum number of employees permitted on the property (limited to four currently); the number of employees working off-site is not limited.
- Permit the sale of ancillary items not made/assembled on the property.
- State that equipment used for the home occupation not create nuisance or excessive noise.
- Eliminate the prohibition of deliveries by tractor-trailer combination trucks.
- Add the following home occupations: antiques (retail), automobile and other motor vehicle maintenance and repair services, veterinary clinics, and design, development and other related services.

Potential Concerns to Consider:

The LESA program is a highly valuable tool for determine whether or not there is a loss of important agricultural lands due to the conversion of a property to non-agricultural use. This tool is also useful in determining suitable locations for on-site sewage systems and wells. The Commission should consider whether or not the loss of this tool could result in undue negative impacts upon the inventory of viable agricultural land in Jo Daviess County.
Will the lessening of restrictions create potential negative impacts upon surrounding land-uses, particularly modifications to standards for accessory dwelling units and home occupations?

The specific standards for properties to be licensed for Guest Accommodations (short-term rental) were created to ensure that the activities of short-term renters do not unduly disturb permanent residents that may reside in a

particular neighborhood. The setback standard was adopted to ensure a greater separation between properties used for short-term rental and full-time occupancy properties to reduce any potential noise impacts. Driveway and parking grade standards were adopted to ensure ease of emergency vehicle access is required.

Title 8, Chapter 4, Supplemental Regulations & Title 8, Chapter 7, Definitions: The following amendments were recommended.

- In instances where a business or service advertised or identified by a non-conforming sign ceases to exist, the following notice shall be provided: the sign owner shall be provided written notice (via certified mail) that the sign must be repaired/replaced/removed within 180-days following receipt of the written notice as the non-conforming sign is considered "abandoned" for non-use. In the event that the business advertised on the sign is for sale, the Zoning Administrator may grant a reasonable extension of time for the sign to be brought into conformance with this section.
- A new sign type is created: Local Business, Off-Premise Signs, permitted subject to the following standards: 1. Double-faced signs permitted, limited to no greater than 32 square feet/sign face with an overall height above the adjacent grade of no greater than 20 feet to the top of the sign; 2. No more than one local business off-premise sign structure shall be situated on a property; sign structures may advertise more than one business as long as all other criteria of this section are met; 3. Local Business Off-Premise signs may be erected no closer than one (1) mile from any other off-premise sign, including traditional billboards. In determining compliance with this standard, signs on both sides of the highway corridor shall be considered; and 4. The sign shall be continually maintained in good condition.
- Delete Section 8-4F-2, Land Evaluation Site Assessment (LESA) – See discussion earlier in this report.
- Add definition for Local Business, Off-Premise Signs as follows: Sign, Off-Premise Local Business: A sign for a business that is physically located within the boundaries of Jo Daviess County that is placed on a property other than the location of the business, intended to promote local business enterprises in the County.

Potential Concerns:

A primary issue with respect to permitting Local, Off-Premise Signs is that the recommendation made by the Ad Hoc Zoning Ordinance Subcommittee would permit such signs anywhere in Jo Daviess County; given limited staffing and the vast area covered by the County, this provision would be difficult to administer effectively. At the Ad Hoc Zoning Ordinance Subcommittee meeting where this topic was discussed, staff's original recommendation was to limit such signs to the primary highway corridors: US Highway 20, IL Route 78, and IL Route 35 given that these roadways experience the greatest traffic levels and are where such signs may be of the most assistance to visitors to the area while still promoting patronage of local businesses.,

ATTACHMENTS:

- E-Mail from S Schleicher, Jo Daviess County Health Department
- E-Mail from N Breed, Former Chair of Jo Daviess County Comprehensive Plan Subcommittee
- E-Mail from B Melcher, Jo Daviess County Water Research Management Planning Committee
- Letter from B Baranski, Architect/Ad Hoc Zoning Ordinance Subcommittee Member
- Full Text of Amendments

From: Schleicher, Sandra
To: Meeker, William D.
Subject: RE: Zoning Amendments Paper
Date: Wednesday, April 15, 2026 1:34:25 PM

Hi Bill. I wanted to pass on a few thoughts I had after reviewing the white paper submitted by the ad-hoc zoning committee.

Regarding motion a. : Many AG lots are served by a private septic system and well. I am concerned that by lowering the minimum lot size to 1 acre, there may not be adequate space for these necessary systems in some areas. This would require variances to be considered in order to meet setbacks and possibly sizing requirements, which should always be a last option scenario. We must also consider setbacks from neighboring property's well and septic systems as this often affects available space. There should also always be a second area reserved for a replacement septic system for when the original is no longer functional.

I just recently had to work with a contractor to find a suitable location for a new well to be drilled on a property that was an existing 1 acre lot. Half of the property was river and a neighboring house to the front limited where the new well could be placed to one small area near the driveway of the property. This solution now is going to complicate finding a space for a new septic system in the future because of the setbacks.

This also ties to motion d. : Allowing 1 acre lots with no restrictions on the coverage of accessory structures is going to further complicate the issue of having adequate space available for a well and septic system. More and more accessory structures are including plumbing fixtures that connect to a septic system, making the space required even larger. The Illinois Sewage code requires 10 feet separation between a drainfield and a structure.

Motion c. : If a building permit is not required, are plans still reviewed to make sure a septic permit isn't needed? Plumbing would still require a septic system to be installed even if the building isn't required to be permitted.

Please let me know if you have any questions. Thanks!

Sandra Schleicher
Public Health Administrator

sschleicher@jodaviesscountyil.gov
Jo Daviess County Health Department

From: Nancy Breed
To: Meeker, William D.
Subject: Proposed Changes to Zoning Ordinances
Date: Friday, May 15, 2026 2:53:58 PM

CAUTION: This email originated from outside of the Jo Daviess County organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

May 15, 2026

TO: Jo Daviess County Land Use Decision-Makers

FROM: Nancy Breed, Chair; Jo Daviess County Comprehensive Plan Committee 2024/Regional Planning Commission; 108 Country View Court, Galena, Illinois

Jo Daviess County's Comprehensive Plan was updated and approved just two years ago. It gives resounding support to smart growth for our cherished Driftless landscape and rural culture. The Ad-Hoc Zoning Subcommittee was formed to review and recommend County policies consistent with the updated Plan. I applaud their work and support their recommendations with two exceptions: **1) I strongly support NO CHANGE to the minimum 40-acre guideline for Agricultural Permitted Uses, and 2) I strongly urge the CONTINUED USE of the Land Evaluation Site Assessment (LESA) tool.**

To quote the 2024 Comprehensive Plan: "Random rural development threatens agriculture, the scenic beauty, and other resources. Scattered rural residential development, in particular, has been increasing over the past twenty years and has, in some cases, compromised the ability of agriculture to flourish.

A continued increase in scattered rural residential development will ultimately result in the same problems generally associated with urban sprawl -- inefficient use of large areas of land to house a small number of residents, increased traffic, and excessive energy usage as residents drive longer distances to acquire goods and services. Infrastructure and services required to support rural development (e.g., country road upgrades to accommodate increased traffic; longer routes for school buses, emergency services, fire, and police protection) are more costly per housing unit than the same services provided to concentrated development in communities and planned developments. Scattered rural development is not a cost-effective form of development for the county."

I understand one of the top three goals of the Ad-Hoc Zoning Subcommittee was to "reduce the need for Variances without compromising County-wide respectable standards." Changing the minimum acreage from 40 acres to 1 acre for agricultural permitted uses is NOT smart growth and is NOT aligned with County-wide respectable standards which support agriculture, tourism, and scenic unspoiled vistas. Knowing the County holds firm to existing high standards for land use will eventually result in fewer Variance requests; just say NO to those who persist in requesting special treatment not in compliance with existing guidelines. Do not be pressured by individuals, developers and realtors who seek variances to County ordinances for self-serving gain. Hold tight to the values of the majority of our 21,000 residents expressed in our Comprehensive Plan.

LESA has been an excellent tool for Jo Daviess County land use issues for decades. If it needs a refresh, fine, but don't throw it out.

Contiguous or cluster growth must prevail. Paving paradise is a real threat to the future of Jo Daviess County.

I've been a member of the JoDaviess County Water Research Management Planning Committee since 2014. Over the years we have learned a lot about the hydrogeology of the county. In terms of septic effluent, research done in the county shows that septic effluent is going into the shallow aquifer that our private wells draw from. Does the proposed change of the minimum residential lot size from 40 acres to 1 acre take into account the increase in the amount of septic effluent we would have in the shallow aquifer and the drinking water issues that would be related to that?

I have lived on a farm north of Stockton for over 50 years. Our well water tastes good and is safe to consume. I recently participated in an in-depth water sampling project, and the test results showed that the chloride levels in our well water is over four times the normal background level. Analysis showed that the source is not road salt. It seems very likely that the source is from our water softener that is entering the aquifer from our septic system and then is showing up in our well water.

Adding more septic systems out in the county isn't going to improve the quality of our drinking water. I don't know if there is a magic minimum lot size in terms of limiting interactions between residential septic fields/systems and wells, especially given the nature and extent of our karst terrain, but I'm pretty sure that one acre is not enough.

If you are changing this to make it easier for people to build in JoDaviess County and in the process you destroy the reasons they come (good water, good air, and beautiful scenery) we will all be poorer in the end.

D. Robert Melcher

Beth Baranski
1015 South Bench Street
Galena IL 61036
beth@bhms-arch.com
(563) 580-6192

May 14, 2026

Re: Proposed Changes to the Jo Daviess County Zoning Ordinance

Dear members of the Planning Commission/Zoning Board of Appeals:

I was asked to serve on the Ad Hoc Zoning Committee that proposed the recommended changes to our zoning ordinance now under your consideration. I was extremely dismayed by the committee's decision to recommend reducing the minimum zoning lot size from 40 acres to 1 acre.

The recommendation was the first vote taken by the committee at the first meeting with - in my opinion - woefully insufficient discussion. I struggled throughout my service on the committee with my concerns about this vote. I believe the consequences of such a critical element were not fully considered. Towards the end I had at least hoped that a summation of the pros and cons of the decision would be documented for consideration along with the recommendation put forward. This was not to be.

I have many strong feelings about this potential change, but have reduced my notes (attached) to you into a single page highlighting my top 3 concerns, along with back-up information.

I was sorry not to be able to attend the October meeting of the Ad Hoc committee, and surprised that the November meeting was determined to be unnecessary. I'm further shocked that the recommendation was made at the October meeting to eliminate the LESA tool. I feel unable to comment much about that vote as there is very little information in the minutes to support it.

I'm hopeful that between the Planning Commission/Zoning Board of Appeals' understanding of the important relationship between the Comprehensive Plan and the Zoning Ordinance and our County Board's duty to provide for the health, safety and welfare of the citizens of our county, that the 40-acre rule and the LESA system will be maintained.

Respectfully submitted,



Beth Baranski

Negative Impacts of Reducing Minimum Lot Size from 40 acres to 1 acre

1. **This change is contrary to the comprehensive plan.** The County's comprehensive plan serves as the foundation and policy guide, and the zoning ordinance provides the legal framework and regulations to bring that plan into effect. They are connected. The comprehensive plan that was written in 1999 relied heavily on community input - community meetings, 1822 surveys (22% of households in the County) and multiple stakeholder meetings. The top three most serious issues identified were 1) Property tax increases, 2) Loss of natural beauty, and 3) Loss of farmland to development. The recently updated plan reinforces priorities to address these issues and continues to reflect a thoughtful response, recommending that development be directed to the communities. The introduction to the 2024 comprehensive plan states:

   > The desire to encourage development and create better paying jobs in the County is coupled with an understanding that new development should be located to efficiently provide services and infrastructure and to ensure wise use of the County's many natural resources. The County is challenged to maintain a balance between serving the interests of individual property owners and directing development in ways that will benefit the entire County. The manner in which this balance is achieved will determine the legacy passed on to future generations... **The heart of this plan relates to its recommendation to direct residential, commercial and industrial development to communities**, while preserving productive farmland and the rural character of the County.

   The goals and objectives of the Comprehensive Plan are laid out to support this land use approach (e.g. Goal II: Promote Vibrant Communities, Goal III: Support Economic Development and Growth, Goal V: Support Agriculture, Goal VIII: Promote Cooperative Planning, and Goal IX: Support Strategic Growth and Development).

2. **The county will likely be subsidizing this.** Privately owned working lands generate more public revenues than they receive back in public services. It stands to reason that a home built in a municipality utilizing municipal services will be less expensive to service than a home built out in the country. American Farmland Trust did a study of over 150 communities across the country and found that the cost of community services for residential development was greater than the revenue generated (with a range of $1.02 to $2.11 paid for every dollar of revenue). A study of Ann Arbor Township in Michigan showed that the smaller the lot sizes the greater the shortfall, stating that "there are many "external" costs associated with development which are borne by the entire community, not just by the newcomers," and noting that "it is in the community's best interest to mix efficient development with the preservation of its farmland and open spaces to keep taxes from rising dramatically as residential development demands new or expanded services."

3. **Septic systems are problematic given our hydrogeology**

   a. Water testing in the County indicates that septic effluent is releasing contaminants into the shallow aquifer from which most private wells draw their water. Microplastics, pharmaceuticals and personal care products and other constituents likely from septic effluent have been detected in springs and wells throughout the county. More septic systems spread throughout the county will be detrimental to groundwater quality in the shallow aquifer.

   b. Most of the county has shallow soils, particularly those areas with topography where residential demand appears to be greatest. A homeowner on 1 acre in the county whose septic field fails may have few alternatives.

FARMLAND INFORMATION CENTER

COST OF COMMUNITY SERVICES STUDIES

Cost of Community Services (COCS) studies are a case study approach used to determine the fiscal contribution of existing local land uses. A subset of the much larger field of fiscal analysis, COCS studies have emerged as an inexpensive and reliable tool to measure direct fiscal relationships. Their particular niche is to evaluate working and open lands on equal ground with residential, commercial and industrial land uses.

COCS studies are a snapshot in time of costs versus revenues for each type of land use. They do not predict future costs or revenues or the impact of future growth. They do provide a baseline of current information to help local officials and citizens make informed land use and policy decisions.

Methodology

In a COCS study, researchers organize financial records to assign the cost of municipal services to working and open lands, as well as to residential, commercial and industrial development. Researchers meet with local sponsors to define the scope of the project and identify land use categories to study. For example, working lands may include farm, forest and/or ranch lands. Residential development includes all housing, including rentals, but if there is a migrant agricultural work force, temporary housing for these workers would be considered part of agricultural land use. Often in rural communities, commercial and industrial land uses are combined. COCS studies findings are displayed as a set of ratios that compare annual revenues to annual expenditures for a community's unique mix of land uses.

COCS studies involve three basic steps:

1. Collect data on local revenues and expenditures.
2. Group revenues and expenditures and allocate them to the community's major land use categories.
3. Analyze the data and calculate revenue-to-expenditure ratios for each land use category.

The process is straightforward, but ensuring reliable figures requires local oversight. The most complicated task is interpreting existing records to reflect COCS land use categories. Allocating revenues and expenses requires a significant amount of research, including extensive interviews with financial officers and public administrators.

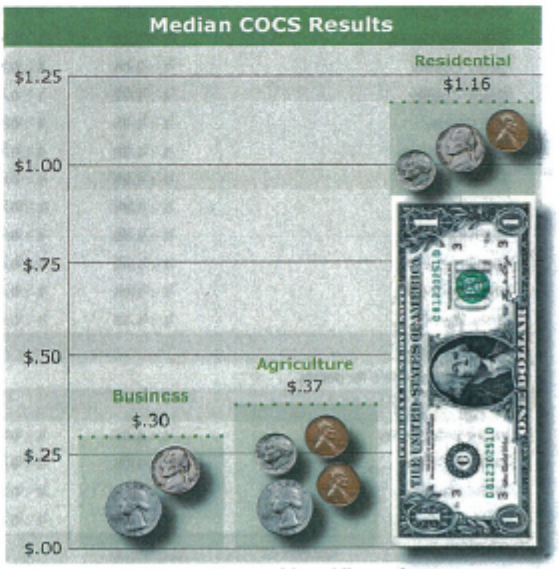
History

Communities often evaluate the impact of growth on local budgets by conducting or commissioning fiscal impact analyses. Fiscal impact studies project public costs and revenues from different land development patterns. They generally show that residential development is a net fiscal loss for communities and recommend commercial and industrial development as a strategy to balance local budgets.

Rural towns and counties that would benefit from fiscal impact analysis may not have the expertise or resources to conduct a study. Also, fiscal impact analyses rarely consider the contribution of working and other open lands, which is very important to rural economies.

American Farmland Trust (AFT) developed COCS studies in the mid-1980s to provide communities with a straightforward and inexpensive way to measure the contribution of agricultural lands to the local tax base. Since then, COCS studies have been conducted in at least 151 communities in the United States.

CONTINUED ON PAGE 6



Median cost to provide public services for each dollar of revenue raised.

American Farmland Trust
www.farmland.org

(800) 370-4879
www.farmlandinfo.org
@farmlandinfo

USDA
Natural Resources Conservation Service
www.nrcs.usda.gov

SUMMARY OF COST OF COMMUNITY SERVICES STUDIES

Community	Residential including farm houses	Commercial & Industrial	Working & Open Land	Source
Colorado				
Custer County	1 :1.16	1 : 0.71	1 : 0.54	Haggerty, 2000
Sagauche County	1 : 1.17	1 : 0.53	1 : 0.35	Dirt, Inc., 2001
Connecticut				
Bolton	1 : 1.05	1 : 0.23	1 : 0.50	Geisler, 1998
Brooklyn	1 : 1.09	1 : 0.17	1 : 0.30	Green Valley Institute, 2002
Colchester	1 : 1.14	1 : 0.18	1 : 0.18	Stahl, 2013
Coventry	1 : 1.06	1 : 0.25	1 : 0.25	Green Valley Institute, 2008
Durham	1 : 1.07	1 : 0.27	1 : 0.23	Southern New England Forest Consortium, 1995
Farmington	1 : 1.33	1 : 0.32	1 : 0.31	Southern New England Forest Consortium, 1995
Hebron	1 : 1.06	1 : 0.47	1 : 0.43	American Farmland Trust, 1986
Lebanon	1 : 1.12	1 : 0.16	1 : 0.17	Green Valley Institute, 2007
Litchfield	1 : 1.11	1 : 0.34	1 : 0.34	Southern New England Forest Consortium, 1995
Pomfret	1 : 1.06	1 : 0.27	1 : 0.86	Southern New England Forest Consortium, 1995
Windham	1 : 1.15	1 : 0.24	1 : 0.19	Green Valley Institute, 2002
Florida				
Leon County	1 : 1.39	1 : 0.36	1 : 0.42	Dorfman, 2004
Georgia				
Appling County	1 : 2.27	1 : 0.17	1 : 0.35	Dorfman, 2004
Athens-Clarke County	1 : 1.39	1 : 0.41	1 : 2.04	Dorfman, 2004
Brooks County	1 : 1.56	1 : 0.42	1 : 0.39	Dorfman, 2004
Carroll County	1 : 1.29	1 : 0.37	1 : 0.55	Dorfman and Black, 2002
Cherokee County	1 : 1.59	1 : 0.12	1 : 0.20	Dorfman, 2004
Colquitt County	1 : 1.28	1 : 0.45	1 : 0.80	Dorfman, 2004
Columbia County	1 : 1.16	1 : 0.48	1 : 0.52	Dorfman, 2006
Dooly County	1 : 2.04	1 : 0.50	1 : 0.27	Dorfman, 2004
Grady County	1 : 1.72	1 : 0.10	1 : 0.38	Dorfman, 2003
Hall County	1 : 1.25	1 : 0.66	1 : 0.22	Dorfman, 2004
Jackson County	1 : 1.28	1 : 0.58	1 : 0.15	Dorfman, 2008
Jones County	1 : 1.23	1 : 0.65	1 : 0.35	Dorfman, 2004
Miller County	1 : 1.54	1 : 0.52	1 : 0.53	Dorfman, 2004
Mitchell County	1 : 1.39	1 : 0.46	1 : 0.60	Dorfman, 2004
Morgan County	1 : 1.42	1 : 0.25	1 : 0.38	Dorfman, 2008
Thomas County	1 : 1.64	1 : 0.38	1 : 0.67	Dorfman, 2003
Union County	1 : 1.13	1 : 0.43	1 : 0.72	Dorfman and Lavigno, 2006
Indiana				
See chart on page 6 for details.				
Idaho				
Booneville County	1 : 1.06	1 : 0.84	1 : 0.23	Hartsmans and Meyer, 1997
Canyon County	1 : 1.08	1 : 0.79	1 : 0.54	Hartsmans and Meyer, 1997
Cassia County	1 : 1.19	1 : 0.87	1 : 0.41	Hartsmans and Meyer, 1997
Kootenai County	1 : 1.09	1 : 0.86	1 : 0.28	Hartsmans and Meyer, 1997
Kentucky				
Campbell County	1 : 1.21	1 : 0.30	1 : 0.38	American Farmland Trust, 2005
Kenton County	1 : 1.19	1 : 0.19	1 : 0.51	American Farmland Trust, 2005
Lexington-Fayette County	1 : 1.64	1 : 0.22	1 : 0.93	American Farmland Trust, 1999
Oldham County	1 : 1.05	1 : 0.29	1 : 0.44	American Farmland Trust, 2003
Shelby County	1 : 1.21	1 : 0.24	1 : 0.41	American Farmland Trust, 2005

REVENUE-TO-EXPENDITURE RATIOS IN DOLLARS

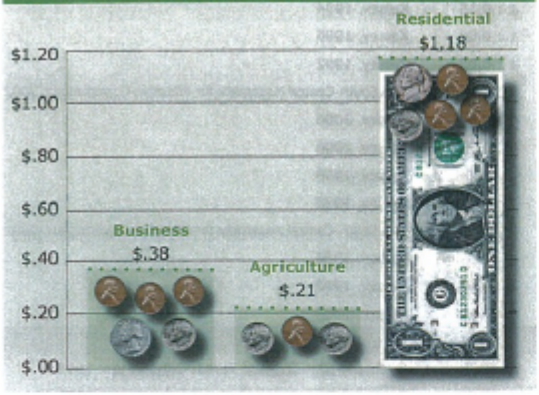
Community	Residential including farm houses	Commercial & Industrial	Working & Open Land	Source
Maine				
Bethel	1 : 1.29	1 : 0.59	1 : 0.06	Good, 1994
Maryland				
Carroll County	1 : 1.15	1 : 0.48	1 : 0.45	Carroll County Dept. of Management & Budget, 1994
Cecil County	1 : 1.17	1 : 0.34	1 : 0.66	American Farmland Trust, 2001
Cecil County	1 : 1.12	1 : 0.28	1 : 0.37	Cecil County Office of Economic Development
Frederick County	1 : 1.14	1 : 0.50	1 : 0.53	American Farmland Trust, 1997
Harford County	1 : 1.11	1 : 0.40	1 : 0.91	American Farmland Trust, 2003
Kent County	1 : 1.05	1 : 0.64	1 : 0.42	American Farmland Trust, 2002
Wicomico County	1 : 1.21	1 : 0.33	1 : 0.96	American Farmland Trust, 2001
Massachusetts				
Agawam	1 : 1.05	1 : 0.44	1 : 0.31	American Farmland Trust, 1992
Becket	1 : 1.02	1 : 0.83	1 : 0.72	Southern New England Forest Consortium, 1995
Dartmouth	1 : 1.14	1 : 0.51	1 : 0.26	American Farmland Trust, 2009
Deerfield	1 : 1.16	1 : 0.38	1 : 0.29	American Farmland Trust, 1992
Deerfield	1 : 1.14	1 : 0.51	1 : 0.33	American Farmland Trust, 2009
Franklin	1 : 1.02	1 : 0.58	1 : 0.40	Southern New England Forest Consortium, 1995
Gill	1 : 1.15	1 : 0.43	1 : 0.38	American Farmland Trust, 1992
Leverett	1 : 1.15	1 : 0.29	1 : 0.25	Southern New England Forest Consortium, 1995
Middleboro	1 : 1.08	1 : 0.47	1 : 0.70	American Farmland Trust, 2001
Southborough	1 : 1.03	1 : 0.26	1 : 0.45	Adams and Hines, 1997
Sterling	1 : 1.09	1 : 0.26	1 : 0.34	American Farmland Trust, 2009
Westford	1 : 1.15	1 : 0.53	1 : 0.39	Southern New England Forest Consortium, 1995
Williamstown	1 : 1.11	1 : 0.34	1 : 0.40	Hazler et al., 1992
Michigan				
Marshall Township, Calhoun County	1 : 1.47	1 : 0.20	1 : 0.27	American Farmland Trust, 2001
Newton Township, Calhoun County	1 : 1.20	1 : 0.25	1 : 0.24	American Farmland Trust, 2001
Scio Township, Washtenaw County	1 : 1.40	1 : 0.28	1 : 0.62	University of Michigan, 1994
Minnesota				
Farmington	1 : 1.02	1 : 0.79	1 : 0.77	American Farmland Trust, 1994
Independence	1 : 1.03	1 : 0.19	1 : 0.47	American Farmland Trust, 1994
Lake Elmo	1 : 1.07	1 : 0.20	1 : 0.27	American Farmland Trust, 1994
Montana				
Carbon County	1 : 1.60	1 : 0.21	1 : 0.34	Prinzing, 1997
Flathead County	1 : 1.23	1 : 0.26	1 : 0.34	Citizens for a Better Flathead, 1999
Gallatin County	1 : 1.45	1 : 0.16	1 : 0.25	Haggerty, 1996
New Hampshire				
Brentwood	1 : 1.17	1 : 0.24	1 : 0.83	Brentwood Open Space Task Force, 2002
Deerfield	1 : 1.15	1 : 0.22	1 : 0.35	Auger, 1994
Dover	1 : 1.15	1 : 0.63	1 : 0.94	Kingsley, et al., 1993
Exeter	1 : 1.07	1 : 0.40	1 : 0.82	Niebling, 1997
Fremont	1 : 1.04	1 : 0.94	1 : 0.36	Auger, 1994
Groton	1 : 1.01	1 : 0.12	1 : 0.88	New Hampshire Wildlife Federation, 2001
Hooksett	1 : 1.16	1 : 0.43	1 : 0.55	Innovative Natural Resource Solutions, 2008
Lyme	1 : 1.05	1 : 0.28	1 : 0.23	Pickard, 2000
Milton	1 : 1.30	1 : 0.35	1 : 0.72	Innovative Natural Resource Solutions, 2005
Mont Vernon	1 : 1.03	1 : 0.04	1 : 0.08	Innovative Natural Resource Solutions, 2002
Stratham	1 : 1.15	1 : 0.19	1 : 0.40	Auger, 1994

FARMLAND INFORMATION CENTER 3

FARMLAND INFORMATION CENTER

CONTINUED FROM PAGE 1

Average COCS Results for 91 Indiana Counties and School Corporations



Average cost, using standard assumptions, to provide public services for each dollar of revenue raised. The full study, including alternate assumptions, is posted on the FIC website.

Functions and Purposes

Communities pay a high price for unplanned growth. Scattered development frequently causes traffic congestion, air and water pollution, loss of open space and increased demand for costly public services. This is why it is important for citizens and local leaders to understand the relationships between residential and commercial growth, agricultural land use, conservation and their community's bottom line.

COCS studies help address three misperceptions that are commonly made in rural or suburban communities facing growth pressures:

1. Open lands—including productive farms and forests—are an interim land use that should be developed to their "highest and best use."
2. Agricultural land gets an unfair tax break when it is assessed at its current use value for farming or ranching instead of at its potential use value for residential or commercial development.
3. Residential development will lower property taxes by increasing the tax base.

While it is true that an acre of land with a new house generates more total revenue than an acre of hay or corn, this tells us little about a community's bottom line. In areas where agriculture or forestry are major industries, it is especially important to consider the real property tax contribution of privately owned working lands. Working and other open lands may generate less revenue than residential, commercial or industrial properties, but they require little public infrastructure and few services.

COCS studies conducted over the last 30 years show working lands generate more public revenues than they receive back in public services. Their impact on community coffers is similar to that of other commercial and industrial land uses. On average, because residential land uses do not cover their costs, they must be subsidized by other community land uses. Converting agricultural land to residential land use should not be seen as a way to balance local budgets.

The findings of COCS studies are consistent with those of conventional fiscal impact analyses, which document the high cost of residential development and recommend commercial and industrial development to help balance local budgets. What is unique about COCS studies is that they show that agricultural land is similar to other commercial and industrial uses. In nearly every community studied, farmland has generated a fiscal surplus to help offset the shortfall created by residential demand for public services. This is true even when the land is assessed at its current, agricultural use. However as more communities invest in agriculture this tendency may change. For example, if a community creates a purchase of agricultural conservation easement program, the local government may spend more on working and open lands than these lands generate in revenue.

Communities need reliable information to help them see the full picture of their land uses. COCS studies are an inexpensive way to evaluate the net contribution of working and open lands. They can help local leaders discard the notion that natural resources must be converted to other uses to ensure fiscal stability. They also dispel the myths that residential development leads to lower taxes, that differential assessment programs give landowners an "unfair" tax break and that farmland is an interim land use just waiting around for development.

One type of land use is not intrinsically better than another, and COCS studies are not meant to judge the overall public good or long-term merits of any land use or taxing structure. It is up to communities to balance goals such as maintaining affordable housing, creating jobs and conserving land. With good planning, these goals can complement rather than compete with each other. COCS studies give communities another tool to make decisions about their futures.

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For more information on COCS, see the COCS publications on the Farmland Information Center (FIC) website. The FIC is a clearinghouse for information about farmland protection and stewardship. The FIC is a public/private partnership between the USDA Natural Resources Conservation Service and American Farmland Trust.

American Farmland Trust
www.farmland.org
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(800) 370-4879
www.farmlandinfo.org
@farmlandinfo

USDA
Natural Resources Conservation Service
www.nrcs.usda.gov

Treemore Ecology and Land Services
Barry Lonik
11300 Island Lake Rd.
Dexter MI 48130-8513
(734) 223-2321
BLonik13@aol.com

ANN ARBOR TOWNSHIP COST COMPARISON

FACT SHEET

• the Cost Comparison asks: if farmland becomes developed with houses, what costs will be borne? would the new houses contribute enough in taxes to cover the cost of providing services? how does that compare with preserving farmland through purchasing conservation easements?

• looks at both the revenue picture and the cost picture for three densities of residential development: half-acre lots, three acre lots and ten acre lots

• only such study in Michigan (Ann Arbor Township, Washtenaw County)

• study provides valuable data for local decision-makers

• as a "home rule" state, townships, cities and villages make the land use decisions in Michigan

• residential development proponents argue that having more houses leads to higher assessed land values, and therefore more revenues for local governments

• there are many "external" costs associated with development which are borne by the entire community, not just by the newcomers

• the results:

	Shortfall	Tax Increase	Cost/Existing Home
Half-acre Lots	$17M	4.45 mills	$552
Three acre Lots	$ 4M	1.35 mills	$167
Ten acre Lots	$ 1M	0.2 mills	$ 25

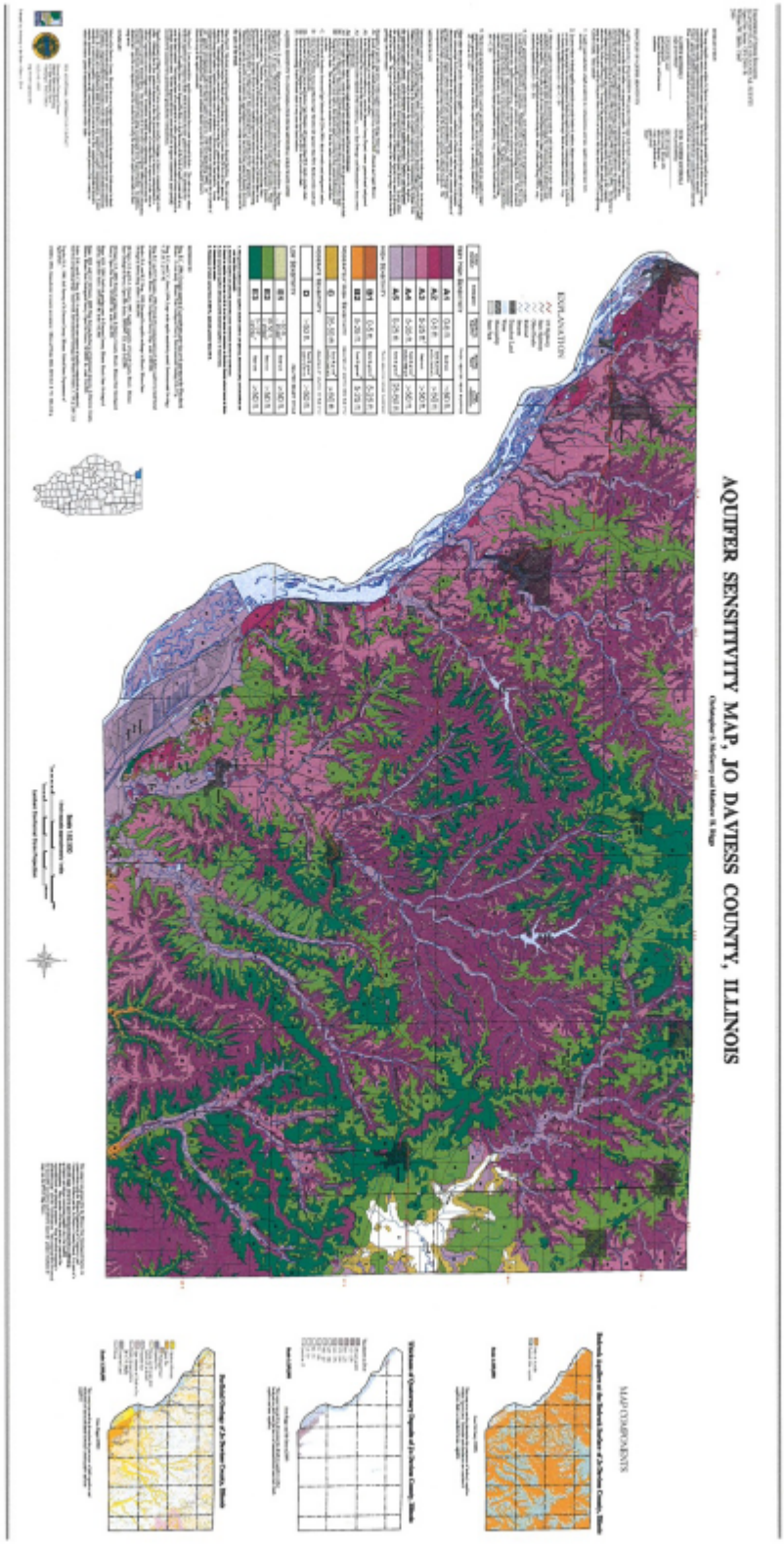
• residential development would not provide enough tax revenues to pay for the services it required; costs would be borne for 20 years or longer

• high education costs were the primary reason residential lands are so expensive to service

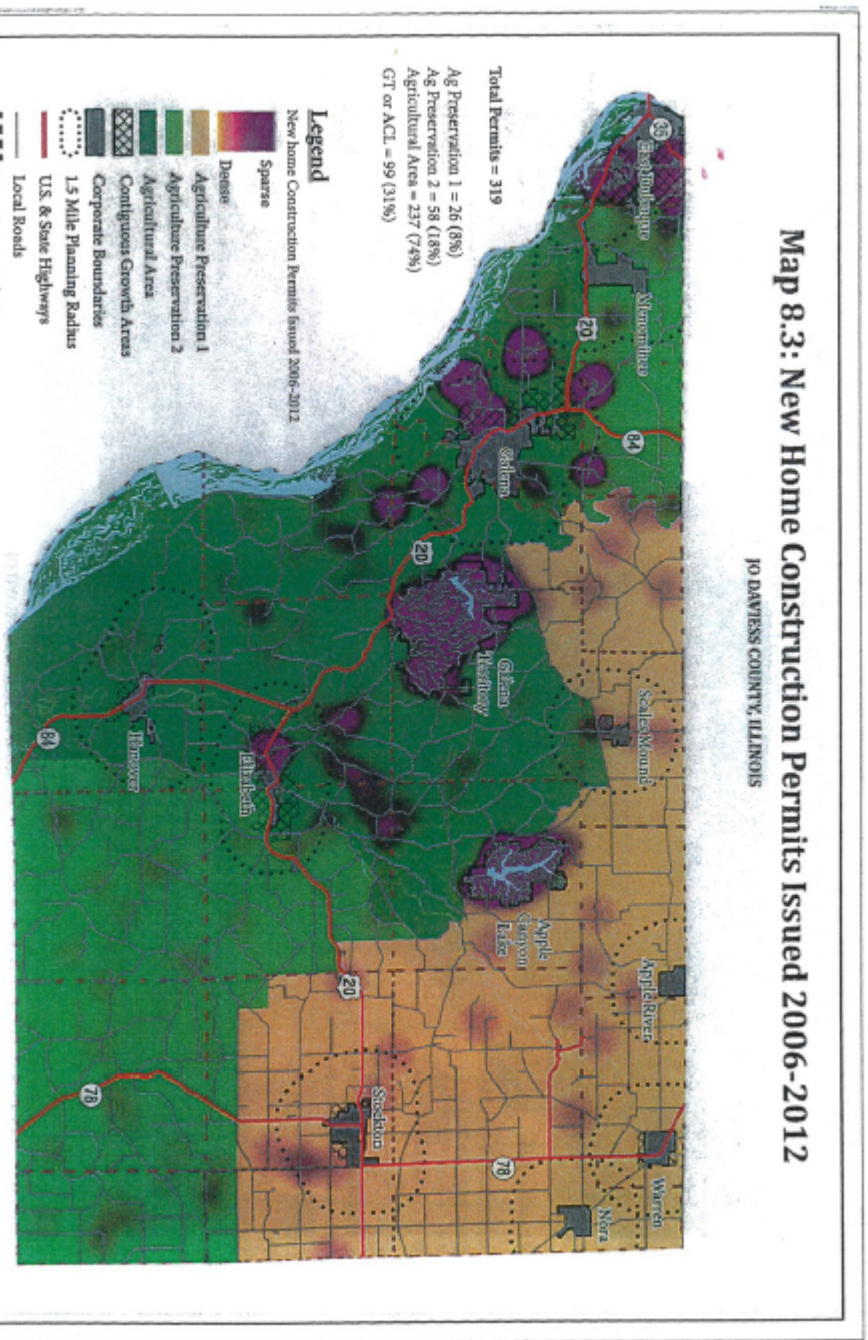
• in comparison, purchasing conservation easements on the Township's remaining tillable acreage would cost $7.2 million with no matching funds, resulting in a tax rate of 1.16 mills for 20 years ($144 per existing household)

• it is in the community's best interest to mix efficient development with the preservation of its farmland and open spaces to keep taxes from rising dramatically as residential development demands new or expanded services

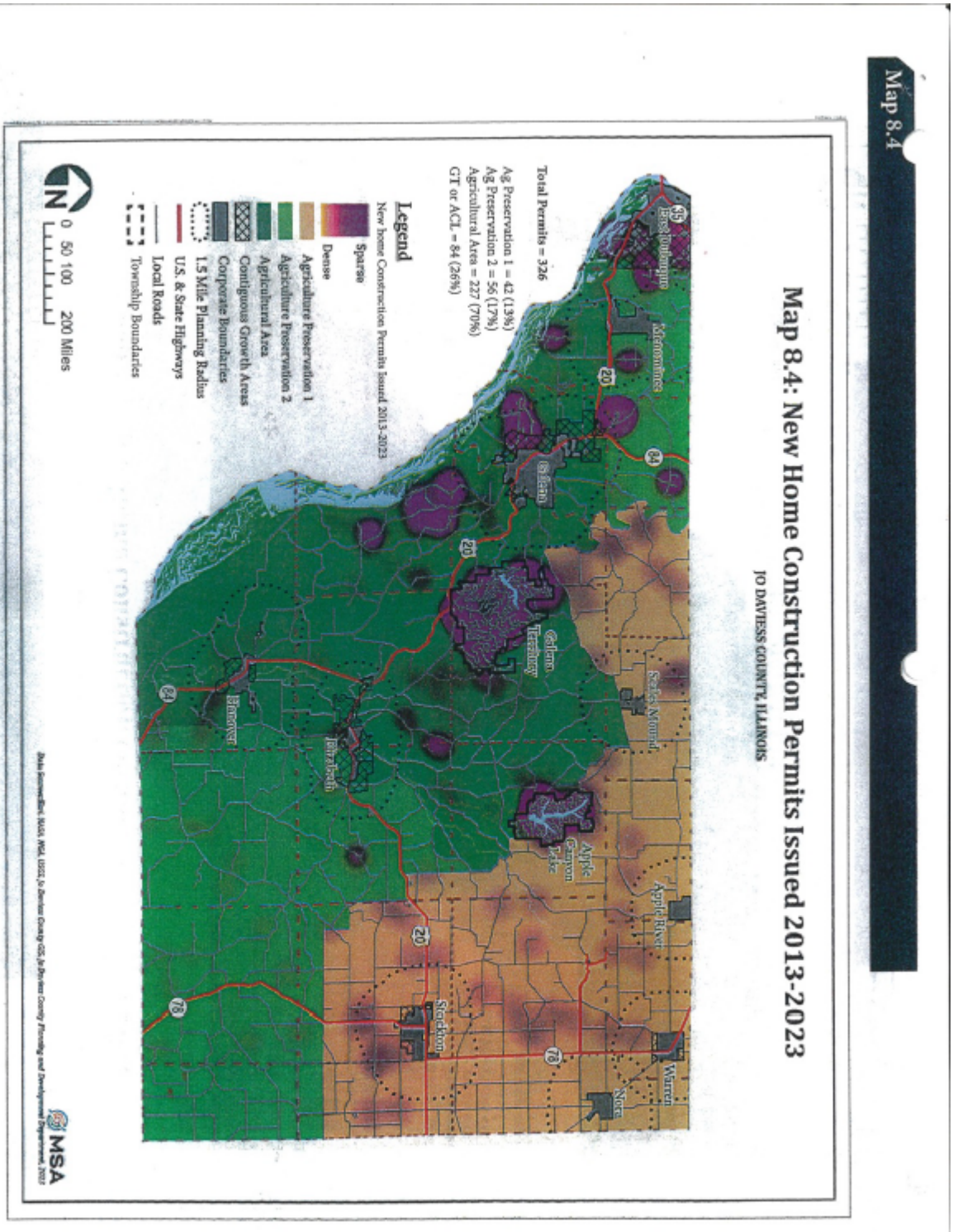
Source: Legacy Land Conservancy


AQUIFER SENSITIVITY MAP, JO DAVIESS COUNTY, ILLINOIS

Map 8.3


Map 8.3: New Home Construction Permits Issued 2006-2012
JO DAVIESS COUNTY, ILLINOIS
Total Permits = 319
Ag Preservation 1 = 26 (8%)
Ag Preservation 2 = 58 (18%)
Agricultural Area = 237 (74%)
GT or ACL = 99 (31%)
Legend
New home Construction Permits Issued 2006-2012
Sparse
Dense
Agriculture Preservation 1
Agriculture Preservation 2
Agricultural Area
Contiguous Growth Areas
Corporate Boundaries
1.5 Mile Planning Radius
U.S. & State Highways
Local Roads
Township Boundaries
N
0 50 100 200 Miles
MSA
Elizabeth
Menominee
Galena
Scales Mound
Apple River
Warren
Nora
Stockton
Hanover
Elizabeth
Apple Canyon Lake
Galena Territory
20
84
78

Map 8.4



Pg. 161 Plan Jo Daviess



JO DAVIESS COUNTY ILLINOIS

Proposed Amendments to Title 8 (Zoning Regulations) of the Jo Daviess County Code, as Recommended by the Ad Hoc Zoning Ordinance Subcommittee in 2026

Public Hearing Before Planning Commission/Zoning Board of Appeals
Wednesday, May 27, 2026 – 6:00 p.m.
Jo Daviess County Courthouse
330 N Bench ST, Galena, IL 61036

TITLE 8, CHAPTER 2 ORGANIZATION, ADMINISTRATION AND ENFORCEMENT: the following sections are amended as follows

(deletions noted as ~~strike-out~~, additions are underlined; all changes are shaded grey):

8-2E-5: ZONING BOARD PROCEDURES:

The zoning board upon receipt of the application from the zoning administrator shall:

A. Conduct a hearing as required by this title within a reasonable period of time, and

B. Consider the following factors:

1. Existing uses and zoning of nearby property;

2. Extent to which property values are diminished by particular zoning restrictions;

3. Extent to which destruction of value of plaintiff's property promotes the health, safety, morals, or general welfare of the public;

4. Relative gain to public compared to hardship imposed upon individual property owner;

5. Suitability of subject property for zoned purposes~~., including, but not limited to, LESA score~~;

6. Length of time the property has been vacant as zoned, considered in context of land development in vicinity;

7. Community need for the proposed use; and

8. Care with which community has undertaken to plan its land use development.

Although no one factor is determinative as to validity of the appropriateness of an amendment, the primary concern is whether the property in question is proposed to be zoned in conformity with surrounding uses and whether those uses are uniform and established.

C. Make a recommendation to the county board based upon its consideration of the factors listed in this section which may include terms and conditions of approval.

TITLE 8, CHAPTER 3 DISTRICT REGULATIONS: the following sections are amended as follows *(deletions noted as ~~strike-out~~, additions are underlined; all changes are shaded grey):*

8-3A-2: PERMITTED USES:

A. Agricultural uses, and the uses set forth in section 8-5A-6, "Table", of this title.

B. Agricultural residences and nonagricultural residences on lots: 1) lawfully recorded prior to March 1, 1995, or 2) lawfully recorded after March 1, 1995; provided:

1. Said residential use conforms with all septic and waste disposal requirements; and

2. Said residence conforms to the setback requirements set forth in section 8-3A-6 of this article; and

3. Said residential use was permitted by the provisions of the Jo Daviess County zoning ordinance then in effect as of the date of the recording of said lot.

C. Existing agricultural and nonagricultural residences on a lot created by the separation of the residence from a larger lot provided all of the following:

1. Existence Date of Residence: Residence lawfully existed as of March 1, 1995.

2. Minimum Area: The parcel created shall not be less than two (2) acres in size.

3. Minimum Width: A minimum width of one hundred fifty feet (150') shall be maintained at the road right of way.

4. Compliance: All separation under this section shall comply with Illinois law including, but not limited to, the plat act 1 .

If for any reason an existing agricultural residence that has been separated from the agricultural lot is removed, damaged, destroyed, etc., it may be remodeled, reconstructed or replaced, so long as a building permit is applied for within twenty four (24) months of the demolition or removal of the structure.

D. Agricultural residences provided that the minimum zoning lot size shall be at least ~~forty (40) acres~~ one (1) acre.

E. Nonagricultural residences provided that the minimum zoning lot size shall be at least ~~forty (40) acres~~ one (1) acre, and are subject to section 8-5B-33 of this title.

8-3A-4: INTENSITY OF USE REGULATIONS:

Except as modified by the provisions of chapter 5 of this title:

A. Nonagricultural residences approved as a special use: ~~Two (2) acres~~ less than one (1) acre ~~minimum~~ lot size.

~~B. Nonagricultural accessory area:~~

~~1. On lots less than five (5) acres: less than five thousand (5,000) square feet.~~

~~2. On lots five (5) acres to less than forty (40) acres: Five thousand (5,000) square feet for the first five acres and one thousand (1,000) square feet for each additional acre thereafter.~~

~~3. On lots over forty (40) acres: not to exceed fifty thousand (50,000) square feet.~~

C. All lots, excepting agricultural uses, shall conform to the lot configuration regulations set forth in section 8-5B-48 of this title.

D. Minimum lot width: One hundred fifty feet (150') at the road right of way.

TITLE 8, CHAPTER 4 SUPPLEMENTAL REGULATIONS: the following sections are amended as follows *(deletions noted as ~~strike-out~~, additions are underlined; all changes are shaded grey):*

ARTICLE C. SIGN REGULATIONS

8-4C-5: NONCONFORMING SIGNS:

A. Any sign unless otherwise excepted by this article, legally existing prior to enactment of this article but which shall violate any provision of this article, may continue to be maintained and used subject to the following provisions: (Ord. 2009-3, 5-12-2009)

1. Enlargement: Nonconforming signs may be enlarged, expanded, or extended to occupy a greater square footage than was occupied on the date of adoption or amendment of this article, but shall be no more than thirty two (32) square feet in size, to be measured by the sign face. Both sides of a nonconforming sign may be utilized. Triangle settings may be utilized in the support of a sign limited to advertising on two (2) sides only. (Ord. 2012-6, 3-13-2012)

2. Relocation: Nonconforming signs shall not be moved in whole or in part to any other portion of the lot, parcel or building not so occupied on the date of adoption of this article, except that any such sign which is hereafter required to be moved by a governmental body for the purpose of construction, relocation, widening, or improvement of a street, highway, or other public purpose, may be relocated once and allowed to be maintained and used as before.

3. Discontinuance: If the business or service advertised or identified by a nonconforming sign ceases to be conducted, the sign owner shall be provided written notice (via certified mail) that the sign must be repaired/replaced/removed within 180-days following receipt of the written notice as the non-conforming sign is considered "abandoned" for non-use. In the event that the business advertised on the sign is for sale, the Zoning Administrator may grant a reasonable extension of time for the sign to be brought into conformance with this section. ~~for a period exceeding one hundred eighty (180) calendar days, the nonconforming sign shall be classified as an "abandoned sign" and removed.~~

4. Destruction: Should any nonconforming sign be destroyed it may be allowed to be reconstructed to its original size at the time of adoption or amendment of this article. If an original nonconforming sign was smaller than thirty two (32) square feet in size it shall be allowed to be constructed in accordance with subsection A1 of this section. (Ord. 2012-6, 3-13-2012)

B. If any existing sign is repainted or the sign panels are replaced for the purpose of changing the business, occupation, or tenant advertised or identified, it shall not be considered a new sign. Ordinary maintenance or repair of an existing sign to a safe condition shall not be cause to classify the sign as a new sign.

C. In cases of doubt or on a specific question raised whether a nonconforming sign exists, it shall be a question of fact decided by the zoning administrator, and may be appealed to the zoning board of appeals. (Ord. 2009-3, 5-12-2009)

8-4C-10: OTHER SIGNAGE:

A. Automobile And Truck Services Stations; Convenience Stores with Gasoline Pumps:

1. Allowable Signs:

a. Brand Identification Signs:

(1) One pole sign not exceeding ninety six (96) square feet per face.

(2) One ground sign, in lieu of a pole mounted sign, not exceeding sixty four (64) square feet in size per face.

(3) One attached sign not exceeding five percent (5%) of the total square footage of the building face upon which it is placed. In the instance of corner lots, an additional sign will be permitted on each street frontage of building not exceeding five percent (5%) of the total square footage of the respective building face upon which it is placed.

(4) One attached company logo not exceeding thirty two (32) square feet per street frontage.

b. Price Signs:

(1) One price sign per pump island not exceeding two (2) square feet per face per sign.

(2) One price sign as component of the permitted pole sign not exceeding ten (10) square feet per face in lieu of the price signs per pump island.

(3) In those instances where digital price signs are utilized, such signs shall be constant in nature, and shall not travel, flush, inverse, write-on, up or down scroll, roll, grow, melt, X-ray, twinkle, snow, or otherwise change in nature.

c. Self-Service And/Or Full Service Signs: Two (2) self-service signs per pump island not exceeding five (5) square feet per face per sign.

d. Federal And State Stamps, Etc.: Federal and state stamps, octane ratings, pump use directions, no smoking signs, as required by federal, state and local authorities.

2. Location And Height:

a. Brand Identification Signs:

(1) Pole signs: As regulated by this section.

(2) Ground mounted signs: As regulated by this section.

(3) Attached signs: As regulated by this section.

b. Company Logos: As regulated by this section for attached signs.

c. Price Signs And Self-Service And/Or Full Service Signs: Shall be located at the ends of pump island and may be affixed to the canopy, canopy supports, poles or end pumps.

d. Federal And State Stamps, Etc.: Shall be placed upon the body of the gasoline pump, or as required by the respective governmental authority.

3. Other Requirements:

a. Canopy Use: An attached or detached canopy may be used in lieu of the permitted pole sign for the location of brand identification signs, or as an alternative location for price signs, or company logos.

b. Portable Signs: The use of portable signs for the advertisement of cigarettes, food, or other sundry items is specifically prohibited.

B. Special Displays And Other Temporary Signs:

1. The following temporary signs may be approved by the zoning administrator for up to a thirty (30) day time period. The use of such devices for special promotions shall be limited to three (3) such events for each business in a calendar year with a maximum time period of fourteen (14) days for each event. These events may be consecutive.

a. Banners and pennants.

b. Sign announcing openings.

c. Seasonal or special occasion signs such as special events and special business hours.

C. Standard Outdoor Advertising Structures (Billboards):

1. Where Permitted: Advertising signs complying with all the requirements of this title shall be permitted upon all property with the M general manufacturing and I industrial districts. Within areas zoned PD planned development district or property in any district upon which a special use permit has been issued, such advertising signs shall only be permitted when specifically authorized upon the final development plan or permit approval.

2. Area And Height:

a. The maximum area for any one sign shall not exceed six hundred seventy two (672) square feet in size per face excluding extensions and embellishments, with a maximum height of fourteen feet (14') and a maximum length of forty eight feet (48') inclusive of border and trim, but excluding the base, apron, supports, and other structural members.

b. Extensions to the top of advertising signs are permitted. However, in no case shall any extensions exceed ninety six (96) square feet in total area or extend more than five and one-half feet (51/2') in height above the top of said sign. Other extensions are permitted as follows:

(1) Side extensions: Two feet (2') on each side.

(2) Bottom extensions: One foot (1').

c. Embellishments to advertising signs shall not exceed one foot (1') out from the facing of said sign.

d. The maximum height shall not exceed fifty feet (50') from the highest point on the sign to surrounding grade or street level, whichever is higher.

e. The maximum size limitations shall apply to each side of a sign structure, and signs may be placed back to back or in a V-type construction with not more than three (3) side by side displays to each facing, but such sign structures shall be considered as one sign. A group of not more than two (2) advertising signs shall be permitted on one sign structure. However, there shall be no vertical stacking signs.

3. Location:

a. No such sign shall be erected within one thousand (1,000) linear feet of an existing sign in any direction, considering both sides of the road as one.

b. No such sign shall be located within one thousand (1,000) linear feet of a residential district.

c. No sign shall be located in such a manner as to obstruct or otherwise physically interfere with the effectiveness of an official traffic sign, signal, or device or obstruct or physically interfere with a motor vehicle operator's view of approaching, merging, or intersecting traffic.

d. No structures may be located adjacent to or within five hundred feet (500') of an interchange, intersection at grade, or safety rest area. Said five hundred feet (500') shall be measured from the beginning or ending of the pavement widening at the exit from or entrance to the main traveled way.

e. The minimum front yard setback for such signs shall be fifty feet (50') from any public right of way, and/or private roadway easement.

f. No sign shall be located on any public or private utility easement, road, drainage easement, or railroad right of way.

g. All linear distances required by this section shall be measured from the nearest outside edge of the subject sign, whether a support, structural member, or the sign surface itself, to the nearest outside edge of the corresponding sign, building, right of way, or easement involved.

4. Plans Required: An application to erect such a sign shall be accompanied by the following:

a. A site plan to scale containing:

(1) The proposed location for the sign upon the property.

(2) The distance from the proposed sign location to any buildings upon the property, and adjoining street right of way lines, and driveway entrances.

(3) The distance from the proposed sign location to the next nearest billboard sign on either side of the street in either direction.

(4) The distance from the proposed sign location to the nearest street intersection in either direction.

(5) Lighting plan.

(6) Other information deemed necessary by the zoning administrator.

b. A representation of the proposed sign, to scale, including the width and length of the sign faces, and height from surrounding grade.

5. Construction Specification: Henceforth, any such sign erected under this title shall be single pedestal type, constructed of nonflammable material, excluding wood.

D. Tourist Oriented Destination Signs (TODS): Permitted in all districts and may only be acquired through the appropriate highway authority. TODS are located in the ROW by the highway authority.

E. Local Business Off-Premise Signs: Local Business Off-Premise Signs are permitted subject to the following standards:

1. Double-faced signs permitted, limited to no greater than 32 square feet/sign face with an overall height above the adjacent grade of no greater than 20 feet to the top of the sign;

2. No more than one local business off-premise sign structure shall be situated on a property; sign structures may advertise more than one business as long as all other criteria of this section are met;

3. Local Business Off-Premise signs may be erected no closer than one (1) mile from any other off-premise sign, including traditional billboards. In determining compliance with this standard, signs on both sides of the highway corridor shall be considered; and

4. The sign shall be continually maintained in good condition.

~~8-4F-2: LAND EVALUATION SITE ASSESSMENT (LESA):~~

~~The land evaluation site assessment ordinance adopted by the Jo Daviess County board on July 11, 2006, as from time to time amended and approved by the Illinois department of agriculture, bureau of land and~~

~~water resources and USDA - natural resources conservation services, shall be used in the analysis of all zoning decisions under this title as may be applicable by said ordinance.~~

8-4F-~~3~~2: SPECIAL FLOOD HAZARD AREAS ORDINANCE:

The JD special flood hazard areas ordinance adopted December 12, 2006, as from time to time amended, shall be applied to all of the zoning decisions under this title.

8-4F-~~4~~3: REGULATION OF TELECOMMUNICATIONS FACILITIES:

The regulation of "telecommunications facilities" as defined in the ordinance regulation of telecommunications facilities adopted on July 9, 2002, by the county board of Jo Daviess County, as from time to time amended, and shall be governed by the terms of that ordinance and as may be regulated by the laws of the United States or the state of Illinois.

8-4F-~~5~~4: PUBLIC NUISANCE ORDINANCE:

The Jo Daviess County public nuisance ordinance adopted by the Jo Daviess County board on June 11, 1996, as from time to time amended, and shall be applied to all zoning decisions under this title. Its purpose is to define and abate public nuisances in the unincorporated area of Jo Daviess County, Illinois.

8-4F-~~6~~5: GUEST ACCOMMODATIONS ORDINANCE:

The guest accommodations ordinance adopted by the county board of Jo Daviess County, Illinois on August 10, 1999, as from time to time amended, and shall be applied to all zoning decisions under this title.

8-4F-~~7~~6: SUBDIVISION ORDINANCE:

The subdivision ordinance adopted September of 1991, by the Jo Daviess County board, as from time to time amended, shall be applied to all zoning decisions under this title.

TITLE 8, CHAPTER 5 USE TABLE AND REGULATIONS: the following sections are amended as follows *(deletions noted as ~~strike-out~~, additions are underlined; all changes are shaded grey):*

8-5A-6: TABLE:

The use table is amended to read as follows:

USE TABLE

	Zoning Districts								
	Residential				Nonresidential				
Use Type	**AG**	**R-1**	**R-2**	**RP**	**CON**	**C**	**M**	**I**	**Use Standards**
	Zoning Districts								
	Residential				Nonresidential				
Use Type	**AG**	**R-1**	**R-2**	**RP**	**CON**	**C**	**M**	**I**	**Use Standards**
Accessory uses	P	P	P	P	P	P	P	P	8-5B-1
Adult use cannabis	S								
Craft grower	S						S	S	8-5B-53 D
Cultivation Center	S						S	S	8-5B-53 E
Dispensing Organization	S					S	S	S	8-5B-53 F
Infuser	S					S	S	S	8-5B-53 G
Processor	S					S	S	S	8-5B-53 H
Transporter	S					S	S	S	8-5B-53 I
Agri-tourism:	P								8-5B-51
Agricultural education center	P								
Christmas tree sales/cut your own	P								
Cooking demonstrations	P								
Exotic animal farm	P								
Farm tours	P								
Fee fishing/hunting	P								

Game preserve	P								
Hay tunnels/mazes/crop art	P								
Hay/wagon/sleigh rides	P								
Horse stables and riding; horseback riding	P								
On farm sales	P								
Petting zoos	P								
Picnicking	P								
School tours	P								
U-pick operations	P								
Wildlife viewing and photography	P								
Agriculture	P	P	P	P	P	P	P	P	
Areas of natural, historical/cultural, geological, educational, or research significance	P			S	P				
Home occupations/home office	P	P	P	P					8-5B-16
Interpretive center	P				P				
Rural business uses when found to be compatible with established uses on adjoining property	S								
Temporary uses	P	P	P	P	P	P	P	P	8-5B-37
Waste consolidation point			S	P					
Residential uses:									
Assisted living		S	P	S					
Detached accessory dwelling unit	~~S~~ P	~~S~~ P	P	P					8-5B-52
Detached accessory dwelling unit; manufactured homes	~~S~~ P	~~S~~ P	P	P					8-5B-52

Duplex			P	P					8-5B-31, 8-5B-33
Group home	S	P	P	S					8-5B-15, 8-5B-33
Group residential						S			
Guest accommodations and guest houses/homes	P	P	P	P		P			8-5B-46
Manufactured home, residential design	S1 P2	P	P	P					8-5B-20, 8-5B-33
Manufactured/mobile home			P						8-5B-19
Manufactured/mobile home park			S						8-5B-21
Modular home agricultural residence	P2 S1								8-5B-32
Modular home nonagricultural	S1 P2	P	P	P					8-5B-33
Multi-family			S	P					8-5B-23, 8-5B-33
Rural home based off premises business	S								8-5B-43
Single-family, attached dwelling			P	P					8-5B-31, 8-5B-33
Single-family, detached agricultural residence	P2 S1								8-5B-32
Single-family, detached nonagricultural residence	S1 P2	P	P	P					8-5B-33
Single-family, underground agricultural residence	P2 S1								8-5B-32, 8-5B-34
Single-family, underground nonagricultural residence	S1 P2	P	P						8-5B-33, 8-5B-34

Single-family, zero lot line dwelling/condos		P	P	P					8-5B-35, 8-5B-33
Transitional living facility		S	S						8-5B-38
Commercial uses:									
Adult entertainment establishment								S	8-5B-2
Agricultural processing	S					S	S	S	
Agricultural sales and service	S					P	P	P	
Animal care, general	S					S	P		
Animal care, limited	S					P	P		
Auction rooms	S					P			
Bank or financial institution						P			
Bed and breakfast	S	S	S	S		S			8-5B-5
Car wash						P	P	P	
Catering establishment						P			
Childcare facility						P			
Childcare institution		S	S						
Construction sales and service						S	P	P	
Daycare center		S	S						8-5B-12
Daycare home	P	P	P	P					8-5B-12
Festivals/events, large scale	S	S		S					
Food store						P			
Greenhouse/nursery	S				S	P	P	P	8-5B-14
Greenhouse/wholesale	P								
Health club				S		P	P		
Hotel or motel						P	P		
Kennel, commercial	S					S	P	P	8-5B-49
Manufactured home sales						P	P		

Office, general						P	P		
Paintball establishments	S								8-5B-25
Parking lot, commercial						P	P		
Racetracks						S	S	S	8-5B-26
Recreation and entertainment, indoor				S	S	P	P		
Recreation and entertainment, outdoor	S			S	S	S	S		8-5B-27
Repair service						P	P	P	
Research service						S	S	S	
Restaurant, fast food						P	P		
Restaurant, general	S					P	P		
Retail sales and service						P	P		
Service station, automotive						S	P		
Service station, truck stop						S	P		
Studio (radio, television, film, or music)									Vehicle and equipment salesPPP8-5B-41
Vehicle paint and body shop						S	P	P	8-5B-41
Vehicle repair						S	P	P	8-5B-41
Warehouse, self-storage	S			S		P	P	P	8-5B-45
Public, quasi-public, and institutional:									
Airport or airstrip	S						S	S	8-5B-3
Auditorium or stadium						S	S	S	
Camp, institutional	S								8-5B-6
Camp, recreational	S			S	S				8-5B-7

Cemeteries, mausoleums, or columbariums	S			S		S	S	S	8-5B-8
Churches, chapels, temples, or synagogues	S	S	S	S		P			8-5B-9
Club, private				S		P	S		
College or university			S			S	S	S	8-5B-30
Community center				S					
Competitive communication tower	S					S	S	S	8-5B-10
Correctional facility							S	S	
Crematory	S					S	P	P	
Cultural service						P	P	P	
Funeral home						P	P		
Golf course	S	S	S	S		P			8-5B-13
Government service	S	S	S	S		P	P	P	
Heliport or helipad	S					S	P	P	
Hospital				S		P	P		
Library		S	S			P	P		
Marina		S	S	S		P			8-5B-22
Medical service						P			
Military/paramilitary facility	S					S	S	S	
Nursing home		S	P	S		S			
Parks and recreation area	S	S	S	S	P	S	S	S	
Philanthropic institutions	S			S		P			
Post office						P	P		
Recreational vehicle park	S			S		S	P		8-5B-28
Safety service	S	S	S			S	S		
School (elementary, middle, high)	S	S	S	S		S	S	S	8-5B-30

Proposed Amendments to Title 8 (Zoning Regulations) of the Jo Daviess County Code, as Recommended by the Ad Hoc Zoning Ordinance Subcommittee in 2026

Shooting range	S					S	S		8-5B-47
Stables, public	S								
Telecommunications tower	P	S	S	S		P	P	P	8-5B-42
Vocational school	S	S	S			S	S	S	8-5B-30
Manufacturing, industrial and extractive uses:									
Asphalt batch plant	S							S	8-5B-4
Basic industry							S	P	
Concrete plant	S							S	8-5B-4
Contractor shop and office						P	P	P	8-5B-11
Fertilizer distribution plant	S						P	P	
Food/bakery product manufacturing							P	P	
Freight terminal							P	P	8-5B-44
Gas and fuel sales/storage				S			S	P	
Hazardous operation								S	
Integrated center						S	S	S	
Landfill								S	8-5B-17
Landscape waste composting and mulching facility	S			S			S	S	8-5B-18
Laundry plan							P	P	
Manufacturing and assembly							P	P	
Mining or quarrying	S						S	S	8-5B-17
Oil or gas drilling/refining/distillation	S						S	P	8-5B-24
Printing and publishing							P	P	
Salvage yard							S	S	8-5B-29

Solar energy systems, commercial	S						S	S	8-5B-54
Solar energy systems, private	P	P	P	P	P	P	P	P	
Solid waste collection/processing				S			S	S	8-5B-36
Solid waste transfer station							S	P	8-5B-36
Stockyard	S							S	
Transit facility						P	P	P	
Trucking facility						S	P	P	8-5B-44
Utility, major	S	S	S	S		S	S	S	8-5B-39
Utility, minor	P	P	P	P	S	P	P	P	
Warehousing and wholesale							P	P	
Welding or machine shop							S	P	
Wind energy conversion systems, private	P	P	S	S		S	S	S	8-5B-50
Wind energy conversion facility, commercial	S						S	S	8-5B-40
Wind generators, commercial	S								8-5B-40

Notes:

1. On lots less than ~~40 acres~~ one (1) acre.
2. On lots ~~40 acres~~ of one (1) acre or more.

8-5B-33: SINGLE-FAMILY, DETACHED NONAGRICULTURAL RESIDENCE:

A. A single-family, detached nonagricultural residence in the AG agricultural district that is permitted as a special use shall be subject to the following standards and regulations:

1. A site plan which provides the following information shall be provided:

   a. The existing and proposed topography, slope, and drainage patterns of the lot.

   b. The erosion control measures that will be used during and after construction.

c. The grade of the driveway which shall not exceed fifteen percent (15%) at any one point.

d. The area to be cleared if the lot is wooded.

~~2. Jo Daviess County uses a land evaluation and site assessment (LESA) system to help local officials determine if farmland may be converted to other uses. This tool has a maximum of three hundred (300) points. A score of two hundred (200) points or more would indicate that land is important to retain for agricultural purposes. A score of less than two hundred (200) points would indicate the site may be suitable for nonagricultural uses.~~

~~3~~ 2. On site wastewater facilities shall conform to all Illinois statutes and those established by the Jo Daviess County health department.

~~4~~ 3. Identification of an appropriate septic area ~~as provided by the natural resources inventory (NRI) reports.~~

~~5~~ 4. Lot configuration (see section 8-5B-48 of this article).

~~6~~ 5. All lighting shall conform to section 8-4E-3, "Outdoor Lighting Standards", of this title.

~~7~~ 6. The most sensitive areas for development in Jo Daviess County are underlain by Silurian geological formations. These elevated ridge tops and hillsides are scenic, prone to excessive erosion and often provide the least amount of ground water protection. ~~These areas are mapped and are presented as part of the natural resources inventory (NRI) report for every requested change in zoning for Jo Daviess County.~~ Development located in these areas will be subject to the following additional standards:

a. Buildings and roads located on sloping sites shall be built to blend with the existing topography.

b. Exterior building colors are encouraged to blend with the natural background.

c. Yard areas shall not be clear cut, existing trees shall be protected whenever possible, clearing of trees to create a building site should be as minimal as possible and the continuity of wooded sites shall be preserved. If trees must be removed in the construction process, they should be replaced with trees of species similar to those in surrounding woodlands.

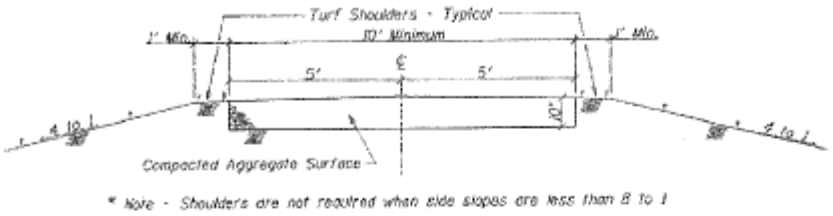
d. In no case shall the roofline of any structure be higher than the existing mature tree height or ridge top.

e. Additional erosion control will be required on highly erosive sites.

f. The impervious surface coverage of the lot, which includes the building footprint, paved roads and compacted gravel surfaces, etc. This area shall not exceed one-half (1/2) acre.

B. A single-family, detached nonagricultural residence when allowed as a permitted use in the R-1, R-2, RP and AG districts shall be subject to the following standards:

on each side consisting of a material type other than that of the driveway surface grade being one-half inch (1/2") per foot, with four to one (4:1) side slopes off of the shoulder.



Typical Driveway Section

3. Access Sight Distance: Each and every facility shall have sight distance adequate for road type accessing on and off of as indicated by the AASHTO (American Association Of State Highway And Transportation Officials) "A Policy On Geometric Design Of Highways And Streets", 2001, fourth edition manual, as amended. (Ord. 2009-3, 5-12-2009)

4. Building Siting and Orientation: Structures, as defined in chapter 7 of this title, including all outdoor activity areas (excluding detached accessory buildings and fencing) shall be so located on the property as follows:

a. ~~Five feet (5') from the side lot line per bedroom, with a minimum of fifteen feet (15') and a maximum requirement of thirty five feet (35').~~ Side-yard setbacks shall be as required by the zoning district in which the property lies. In the event that a recorded subdivisions includes differing setbacks on the recorded plant, then that setback shall apply.

b. Thirty feet (30') from the rear lot line.

c. Front setback shall be in accordance with public street setbacks.

(1) Major highways (federal or state): Seventy five feet (75') from the property line, or one hundred twenty five feet (125') from the centerline of the right of way, whichever is greater.

(2) Primary or secondary thoroughfares (county highways): Sixty feet (60') from the property line, or one hundred ten feet (110') from the centerline of the right of way, whichever is greater.

(3) All other streets: Fifty feet (50') from the property line, or eighty feet (80') from the centerline of the right of way, whichever is greater. (Ord. 2015-7, 11-10-2015)

5. Outdoor Activity Areas: Each and every facility shall provide adequate screening around any outdoor activity area (e.g., hot tubs and decks) as determined by the zoning administrator. Natural screening shall be at a minimum of no less than three feet (3') in height at time of planting; fencing shall be no less than six feet (6') in height and shall be a solid fence with no more than fifty percent (50%) view through the fence.

6. Septic: Each and every facility (if not on central sewer) shall have a septic system designed according to the current Illinois private sewage disposal licensing act and this code.

C. Zoning Certificate: A zoning certificate shall be valid for a period no longer than twelve (12) months from the date of issuance unless a guest accommodation license is procured. Zoning certificate shall remain in effect as long as a current license is maintained under the county's guest accommodations ordinance regardless of a change in ownership.

8-5B-16: HOME OCCUPATIONS:

Home occupations shall be permitted in all districts permitting dwellings subject to the following provisions and the provisions for accessory uses as specified in section 8-5B-1 of this article:

A. Restrictions And Limitations:

1. The home occupation shall be incidental and subordinate to the principal residential use of the premises. A home occupation may be established within the principal residence and/or accessory building.

2. ~~No more than four (4)~~ The number of employees who do not reside in the house may work at the location of the home occupation on any single day is not limited. The home occupation shall not constitute a nuisance taking into account the character of the surrounding area or neighborhood. The number of employees ~~that never work~~ not working at the home occupation location shall not be limited.

3. ~~Sales~~ The majority of the sales on the site of a home occupation shall be ~~limited to goods~~ goods made, assembled or otherwise prepared on the site. Items made off-site may be sold from the home occupation ancillary to the items made/assembled or otherwise prepared on site. Off premises sales, including sales made by telephone, fax or computer are not prohibited by this title.

4. No exterior display of merchandise sold or used in conjunction with the home occupation shall be allowed.

5. Signs shall comply with chapter 4, article C of this title. ~~No sign shall exceed two feet (2') in any direction,~~ Signs shall not be illuminated. ~~and shall be placed flat against the main wall of the principal residential structure.~~

6. Materials or equipment used in conjunction with a home occupation shall be wholly enclosed within the dwelling or accessory building.

7. No equipment shall be ~~utilized~~ used that creates a nuisance such as excessive noise, vibration, smoke, dust, odor, heat, glare, emissions or electrical interference.

8. No alteration of the exterior of the principal residential structure shall be made which changes the character thereof as a dwelling.

1. A site plan which provides the following information shall be provided:

   a. The existing and proposed topography, slope, and drainage patterns of the lot.

   b. The erosion control measures used during and after construction will be identified.

   c. The area to be cleared if the lot is wooded.

2. On site wastewater facilities shall conform to all Illinois statutes and those established by the Jo Daviess County health department.

3. All lighting shall conform to section 8-4E-3, "Outdoor Lighting Standards", of this title.

4. Buildings and roads located on sloping sites shall be built to blend with the existing topography.

5. Exterior building colors are encouraged to blend with the natural background.

6. Yard areas shall not be clear cut, existing trees shall be protected whenever possible, clearing of trees to create a building site should be as minimal as possible and the continuity of wooded sites shall be preserved. If trees must be removed in the construction process, they should be replaced with trees of species similar to those in surrounding woodlands.

7. Additional erosion control will be required on highly erosive sites.

8-5B-46: GUEST ACCOMMODATIONS AND GUEST HOUSES/HOMES:

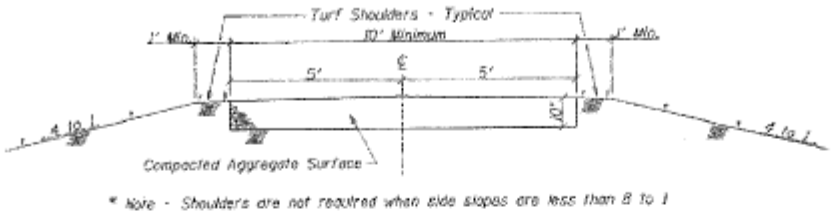
A. Application: Application for a zoning certificate shall be filed with the zoning administrator in such form and in such manner as he or she requires. No zoning certificate will be issued by the zoning administrator without meeting the standards listed under this section.

B. Standards:

1. Parking: Each and every facility shall provide no less than one parking place for every two (2) persons for which the licensed facility provides occupancy. Each off street parking space shall be at least nine feet (9') wide by twenty feet (20') long. Such parking must be provided and arranged in such a manner that any emergency vehicle can drive up to and park within one hundred feet (100') of the main entrance to the facility without being impeded by parked vehicles. The area designated for off street parking ~~must not have a slope greater than eight percent (8%) and~~ shall be surfaced with at least ten inches (10") of compacted aggregate. An off street parking design plan must be submitted. Overnight parking on township, county or state roads adjacent to the facility is prohibited.

2. Ingress/Egress: Each and every facility shall provide access roads ~~at a grade no greater than fifteen percent (15%) at any one point and the surface shall be~~ surfaced with no less than ten inches (10") of compacted aggregate with a ten foot (10') driving surface, one foot (1') shoulders

on each side consisting of a material type other than that of the driveway surface grade being one-half inch (1/2") per foot, with four to one (4:1) side slopes off of the shoulder.



Typical Driveway Section

3. Access Sight Distance: Each and every facility shall have sight distance adequate for road type accessing on and off of as indicated by the AASHTO (American Association Of State Highway And Transportation Officials) "A Policy On Geometric Design Of Highways And Streets", 2001, fourth edition manual, as amended. (Ord. 2009-3, 5-12-2009)

4. Building Siting and Orientation: Structures, as defined in chapter 7 of this title, including all outdoor activity areas (excluding detached accessory buildings and fencing) shall be so located on the property as follows:

a. ~~Five feet (5') from the side lot line per bedroom, with a minimum of fifteen feet (15') and a maximum requirement of thirty five feet (35').~~ Side-yard setbacks shall be as required by the zoning district in which the property lies. In the event that a recorded subdivisions includes differing setbacks on the recorded plant, then that setback shall apply.

b. Thirty feet (30') from the rear lot line.

c. Front setback shall be in accordance with public street setbacks.

(1) Major highways (federal or state): Seventy five feet (75') from the property line, or one hundred twenty five feet (125') from the centerline of the right of way, whichever is greater.

(2) Primary or secondary thoroughfares (county highways): Sixty feet (60') from the property line, or one hundred ten feet (110') from the centerline of the right of way, whichever is greater.

(3) All other streets: Fifty feet (50') from the property line, or eighty feet (80') from the centerline of the right of way, whichever is greater. (Ord. 2015-7, 11-10-2015)

5. Outdoor Activity Areas: Each and every facility shall provide adequate screening around any outdoor activity area (e.g., hot tubs and decks) as determined by the zoning administrator. Natural screening shall be at a minimum of no less than three feet (3') in height at time of planting; fencing shall be no less than six feet (6') in height and shall be a solid fence with no more than fifty percent (50%) view through the fence.

6. Septic: Each and every facility (if not on central sewer) shall have a septic system designed according to the current Illinois private sewage disposal licensing act and this code.

C. Zoning Certificate: A zoning certificate shall be valid for a period no longer than twelve (12) months from the date of issuance unless a guest accommodation license is procured. Zoning certificate shall remain in effect as long as a current license is maintained under the county's guest accommodations ordinance regardless of a change in ownership.

8-5B-16: HOME OCCUPATIONS:

Home occupations shall be permitted in all districts permitting dwellings subject to the following provisions and the provisions for accessory uses as specified in section 8-5B-1 of this article:

A. Restrictions And Limitations:

1. The home occupation shall be incidental and subordinate to the principal residential use of the premises. A home occupation may be established within the principal residence and/or accessory building.

2. ~~No more than four (4)~~ The number of employees who do not reside in the house may work at the location of the home occupation on any single day is not limited. The home occupation shall not constitute a nuisance taking into account the character of the surrounding area or neighborhood. The number of employees ~~that never work~~ not working at the home occupation location shall not be limited.

3. ~~Sales~~ The majority of the sales on the site of a home occupation shall be ~~limited to goods~~ goods made, assembled or otherwise prepared on the site. Items made off-site may be sold from the home occupation ancillary to the items made/assembled or otherwise prepared on site. Off premises sales, including sales made by telephone, fax or computer are not prohibited by this title.

4. No exterior display of merchandise sold or used in conjunction with the home occupation shall be allowed.

5. Signs shall comply with chapter 4, article C of this title. ~~No sign shall exceed two feet (2') in any direction,~~ Signs shall not be illuminated. ~~and shall be placed flat against the main wall of the principal residential structure.~~

6. Materials or equipment used in conjunction with a home occupation shall be wholly enclosed within the dwelling or accessory building.

7. No equipment shall be ~~utilized~~ used that creates a nuisance such as excessive noise, vibration, smoke, dust, odor, heat, glare, emissions or electrical interference.

8. No alteration of the exterior of the principal residential structure shall be made which changes the character thereof as a dwelling.

9. No traffic shall be generated by the activity of the home occupation which creates a nuisance taking into account the character of the surrounding area or neighborhood. ~~This provision shall also include the prohibition of regular delivery by tractor trailer combination trucks.~~

10. The following are examples of uses that are permitted for illustrative purposes:

Antiques, retail.

Art, dancing, and music schools.

Artists' studios and conservatories.

Automobile and other motor vehicle maintenance repair services.

Barbershops, beauty shops and tanning salons.

Catering.

Chimney sweep.

Contracting - electrical, carpenter, plumbing, heating, painting.

Flower arrangement.

Gardening, landscaping (office).

Home crafts and hobbies such as model making, rug weaving, lapidary work, cabinetmaking, etc.

Housecleaning service.

Jewelry making, rock polishing.

Locksmith.

Offices, general, for example, including, but not limited to, offices for realtors, insurance agents, brokers, sales representatives, accounting services, architectural services, consulting services, data processing, drafting and graphic services, engineering services, financial planning, legal services, investment services, counseling services, interior design, tax preparation, typing, word processing services, writing, computer programming services, design, development and other related services, and manufacturing representatives.

Pet grooming.

Security service, security systems, auto security systems.

Small appliance and electronic repair services.

Small engine repair (lawn and garden).

Swimming pool cleaning.

Tailoring, alterations, and other sewing services.

Telephone answering, switchboard, call forwarding.

Tutoring, music lessons, religious instruction.

Watch, clock, and jewelry repair services.

Veterinary clinics.

11. Permitted home occupations shall not in any event include the following:

Adult entertainment establishments.

~~Antiques - retail.~~

~~Automobile and other motor vehicle repair services.~~

Grocery sales.

Heavy equipment rental.

Kennels.

Undertaking, mortuary and funeral services.

~~Veterinary clinics.~~



JO DAVIESS COUNTY ILLINOIS

Proposed Amendments to Title 8 (Zoning Regulations) of the Jo Daviess County Code, as Recommended by the Ad Hoc Zoning Ordinance Subcommittee in 2026

Public Hearing Before Planning Commission/Zoning Board of Appeals
Wednesday, May 27, 2026 – 6:00 p.m.
Jo Daviess County Courthouse
330 N Bench ST, Galena, IL 61036

TITLE 8, CHAPTER 2 ORGANIZATION, ADMINISTRATION AND ENFORCEMENT: the following sections are amended as follows

(deletions noted as ~~strike-out~~, additions are underlined; all changes are shaded grey):

8-2E-5: ZONING BOARD PROCEDURES:

The zoning board upon receipt of the application from the zoning administrator shall:

A. Conduct a hearing as required by this title within a reasonable period of time, and

B. Consider the following factors:

1. Existing uses and zoning of nearby property;

2. Extent to which property values are diminished by particular zoning restrictions;

3. Extent to which destruction of value of plaintiff's property promotes the health, safety, morals, or general welfare of the public;

4. Relative gain to public compared to hardship imposed upon individual property owner;

5. Suitability of subject property for zoned purposes~~., including, but not limited to, LESA score~~;

6. Length of time the property has been vacant as zoned, considered in context of land development in vicinity;

7. Community need for the proposed use; and

8. Care with which community has undertaken to plan its land use development.

Although no one factor is determinative as to validity of the appropriateness of an amendment, the primary concern is whether the property in question is proposed to be zoned in conformity with surrounding uses and whether those uses are uniform and established.

C. Make a recommendation to the county board based upon its consideration of the factors listed in this section which may include terms and conditions of approval.

TITLE 8, CHAPTER 3 DISTRICT REGULATIONS: the following sections are amended as follows *(deletions noted as ~~strike-out~~, additions are underlined; all changes are shaded grey):*

8-3A-2: PERMITTED USES:

A. Agricultural uses, and the uses set forth in section 8-5A-6, "Table", of this title.

B. Agricultural residences and nonagricultural residences on lots: 1) lawfully recorded prior to March 1, 1995, or 2) lawfully recorded after March 1, 1995; provided:

1. Said residential use conforms with all septic and waste disposal requirements; and

2. Said residence conforms to the setback requirements set forth in section 8-3A-6 of this article; and

3. Said residential use was permitted by the provisions of the Jo Daviess County zoning ordinance then in effect as of the date of the recording of said lot.

C. Existing agricultural and nonagricultural residences on a lot created by the separation of the residence from a larger lot provided all of the following:

1. Existence Date of Residence: Residence lawfully existed as of March 1, 1995.

2. Minimum Area: The parcel created shall not be less than two (2) acres in size.

3. Minimum Width: A minimum width of one hundred fifty feet (150') shall be maintained at the road right of way.

4. Compliance: All separation under this section shall comply with Illinois law including, but not limited to, the plat act 1 .

If for any reason an existing agricultural residence that has been separated from the agricultural lot is removed, damaged, destroyed, etc., it may be remodeled, reconstructed or replaced, so long as a building permit is applied for within twenty four (24) months of the demolition or removal of the structure.

D. Agricultural residences provided that the minimum zoning lot size shall be at least ~~forty (40) acres~~ one (1) acre.

E. Nonagricultural residences provided that the minimum zoning lot size shall be at least ~~forty (40) acres~~ one (1) acre, and are subject to section 8-5B-33 of this title.

8-3A-4: INTENSITY OF USE REGULATIONS:

Except as modified by the provisions of chapter 5 of this title:

A. Nonagricultural residences approved as a special use: ~~Two (2) acres~~ less than one (1) acre ~~minimum~~ lot size.

~~B. Nonagricultural accessory area:~~

~~1. On lots less than five (5) acres: less than five thousand (5,000) square feet.~~

~~2. On lots five (5) acres to less than forty (40) acres: Five thousand (5,000) square feet for the first five acres and one thousand (1,000) square feet for each additional acre thereafter.~~

~~3. On lots over forty (40) acres: not to exceed fifty thousand (50,000) square feet.~~

C. All lots, excepting agricultural uses, shall conform to the lot configuration regulations set forth in section 8-5B-48 of this title.

D. Minimum lot width: One hundred fifty feet (150') at the road right of way.

TITLE 8, CHAPTER 4 SUPPLEMENTAL REGULATIONS: the following sections are amended as follows *(deletions noted as ~~strike-out~~, additions are underlined; all changes are shaded grey):*

ARTICLE C. SIGN REGULATIONS

8-4C-5: NONCONFORMING SIGNS:

A. Any sign unless otherwise excepted by this article, legally existing prior to enactment of this article but which shall violate any provision of this article, may continue to be maintained and used subject to the following provisions: (Ord. 2009-3, 5-12-2009)

1. Enlargement: Nonconforming signs may be enlarged, expanded, or extended to occupy a greater square footage than was occupied on the date of adoption or amendment of this article, but shall be no more than thirty two (32) square feet in size, to be measured by the sign face. Both sides of a nonconforming sign may be utilized. Triangle settings may be utilized in the support of a sign limited to advertising on two (2) sides only. (Ord. 2012-6, 3-13-2012)

2. Relocation: Nonconforming signs shall not be moved in whole or in part to any other portion of the lot, parcel or building not so occupied on the date of adoption of this article, except that any such sign which is hereafter required to be moved by a governmental body for the purpose of construction, relocation, widening, or improvement of a street, highway, or other public purpose, may be relocated once and allowed to be maintained and used as before.

3. Discontinuance: If the business or service advertised or identified by a nonconforming sign ceases to be conducted, the sign owner shall be provided written notice (via certified mail) that the sign must be repaired/replaced/removed within 180-days following receipt of the written notice as the non-conforming sign is considered “abandoned” for non-use. In the event that the business advertised on the sign is for sale, the Zoning Administrator may grant a reasonable extension of time for the sign to be brought into conformance with this section. ~~for a period exceeding one hundred eighty (180) calendar days, the nonconforming sign shall be classified as an "abandoned sign" and removed.~~

4. Destruction: Should any nonconforming sign be destroyed it may be allowed to be reconstructed to its original size at the time of adoption or amendment of this article. If an original nonconforming sign was smaller than thirty two (32) square feet in size it shall be allowed to be constructed in accordance with subsection A1 of this section. (Ord. 2012-6, 3-13-2012)

B. If any existing sign is repainted or the sign panels are replaced for the purpose of changing the business, occupation, or tenant advertised or identified, it shall not be considered a new sign. Ordinary maintenance or repair of an existing sign to a safe condition shall not be cause to classify the sign as a new sign.

C. In cases of doubt or on a specific question raised whether a nonconforming sign exists, it shall be a question of fact decided by the zoning administrator, and may be appealed to the zoning board of appeals. (Ord. 2009-3, 5-12-2009)

8-4C-10: OTHER SIGNAGE:

A. Automobile And Truck Services Stations; Convenience Stores with Gasoline Pumps:

1. Allowable Signs:

a. Brand Identification Signs:

(1) One pole sign not exceeding ninety six (96) square feet per face.

(2) One ground sign, in lieu of a pole mounted sign, not exceeding sixty four (64) square feet in size per face.

(3) One attached sign not exceeding five percent (5%) of the total square footage of the building face upon which it is placed. In the instance of corner lots, an additional sign will be permitted on each street frontage of building not exceeding five percent (5%) of the total square footage of the respective building face upon which it is placed.

(4) One attached company logo not exceeding thirty two (32) square feet per street frontage.

b. Price Signs:

(1) One price sign per pump island not exceeding two (2) square feet per face per sign.

(2) One price sign as component of the permitted pole sign not exceeding ten (10) square feet per face in lieu of the price signs per pump island.

(3) In those instances where digital price signs are utilized, such signs shall be constant in nature, and shall not travel, flush, inverse, write-on, up or down scroll, roll, grow, melt, X-ray, twinkle, snow, or otherwise change in nature.

c. Self-Service And/Or Full Service Signs: Two (2) self-service signs per pump island not exceeding five (5) square feet per face per sign.

d. Federal And State Stamps, Etc.: Federal and state stamps, octane ratings, pump use directions, no smoking signs, as required by federal, state and local authorities.

2. Location And Height:

a. Brand Identification Signs:

(1) Pole signs: As regulated by this section.

(2) Ground mounted signs: As regulated by this section.

(3) Attached signs: As regulated by this section.

b. Company Logos: As regulated by this section for attached signs.

c. Price Signs And Self-Service And/Or Full Service Signs: Shall be located at the ends of pump island and may be affixed to the canopy, canopy supports, poles or end pumps.

d. Federal And State Stamps, Etc.: Shall be placed upon the body of the gasoline pump, or as required by the respective governmental authority.

3. Other Requirements:

a. Canopy Use: An attached or detached canopy may be used in lieu of the permitted pole sign for the location of brand identification signs, or as an alternative location for price signs, or company logos.

b. Portable Signs: The use of portable signs for the advertisement of cigarettes, food, or other sundry items is specifically prohibited.

B. Special Displays And Other Temporary Signs:

1. The following temporary signs may be approved by the zoning administrator for up to a thirty (30) day time period. The use of such devices for special promotions shall be limited to three (3) such events for each business in a calendar year with a maximum time period of fourteen (14) days for each event. These events may be consecutive.

a. Banners and pennants.

b. Sign announcing openings.

c. Seasonal or special occasion signs such as special events and special business hours.

C. Standard Outdoor Advertising Structures (Billboards):

1. Where Permitted: Advertising signs complying with all the requirements of this title shall be permitted upon all property with the M general manufacturing and I industrial districts. Within areas zoned PD planned development district or property in any district upon which a special use permit has been issued, such advertising signs shall only be permitted when specifically authorized upon the final development plan or permit approval.

2. Area And Height:

a. The maximum area for any one sign shall not exceed six hundred seventy two (672) square feet in size per face excluding extensions and embellishments, with a maximum height of fourteen feet (14') and a maximum length of forty eight feet (48') inclusive of border and trim, but excluding the base, apron, supports, and other structural members.

b. Extensions to the top of advertising signs are permitted. However, in no case shall any extensions exceed ninety six (96) square feet in total area or extend more than five and one-half feet (51/2') in height above the top of said sign. Other extensions are permitted as follows:

(1) Side extensions: Two feet (2') on each side.

(2) Bottom extensions: One foot (1').

c. Embellishments to advertising signs shall not exceed one foot (1') out from the facing of said sign.

d. The maximum height shall not exceed fifty feet (50') from the highest point on the sign to surrounding grade or street level, whichever is higher.

e. The maximum size limitations shall apply to each side of a sign structure, and signs may be placed back to back or in a V-type construction with not more than three (3) side by side displays to each facing, but such sign structures shall be considered as one sign. A group of not more than two (2) advertising signs shall be permitted on one sign structure. However, there shall be no vertical stacking signs.

3. Location:

a. No such sign shall be erected within one thousand (1,000) linear feet of an existing sign in any direction, considering both sides of the road as one.

b. No such sign shall be located within one thousand (1,000) linear feet of a residential district.

c. No sign shall be located in such a manner as to obstruct or otherwise physically interfere with the effectiveness of an official traffic sign, signal, or device or obstruct or physically interfere with a motor vehicle operator's view of approaching, merging, or intersecting traffic.

d. No structures may be located adjacent to or within five hundred feet (500') of an interchange, intersection at grade, or safety rest area. Said five hundred feet (500') shall be measured from the beginning or ending of the pavement widening at the exit from or entrance to the main traveled way.

e. The minimum front yard setback for such signs shall be fifty feet (50') from any public right of way, and/or private roadway easement.

f. No sign shall be located on any public or private utility easement, road, drainage easement, or railroad right of way.

g. All linear distances required by this section shall be measured from the nearest outside edge of the subject sign, whether a support, structural member, or the sign surface itself, to the nearest outside edge of the corresponding sign, building, right of way, or easement involved.

4. Plans Required: An application to erect such a sign shall be accompanied by the following:

a. A site plan to scale containing:

(1) The proposed location for the sign upon the property.

(2) The distance from the proposed sign location to any buildings upon the property, and adjoining street right of way lines, and driveway entrances.

(3) The distance from the proposed sign location to the next nearest billboard sign on either side of the street in either direction.

(4) The distance from the proposed sign location to the nearest street intersection in either direction.

(5) Lighting plan.

(6) Other information deemed necessary by the zoning administrator.

b. A representation of the proposed sign, to scale, including the width and length of the sign faces, and height from surrounding grade.

5. Construction Specification: Henceforth, any such sign erected under this title shall be single pedestal type, constructed of nonflammable material, excluding wood.

D. Tourist Oriented Destination Signs (TODS): Permitted in all districts and may only be acquired through the appropriate highway authority. TODS are located in the ROW by the highway authority.

E. Local Business Off-Premise Signs: Local Business Off-Premise Signs are permitted subject to the following standards:

1. Double-faced signs permitted, limited to no greater than 32 square feet/sign face with an overall height above the adjacent grade of no greater than 20 feet to the top of the sign;

2. No more than one local business off-premise sign structure shall be situated on a property; sign structures may advertise more than one business as long as all other criteria of this section are met;

3. Local Business Off-Premise signs may be erected no closer than one (1) mile from any other off-premise sign, including traditional billboards. In determining compliance with this standard, signs on both sides of the highway corridor shall be considered; and

4. The sign shall be continually maintained in good condition.

~~8-4F-2: LAND EVALUATION SITE ASSESSMENT (LESA):~~

~~The land evaluation site assessment ordinance adopted by the Jo Daviess County board on July 11, 2006, as from time to time amended and approved by the Illinois department of agriculture, bureau of land and~~

~~water resources and USDA - natural resources conservation services, shall be used in the analysis of all zoning decisions under this title as may be applicable by said ordinance.~~

8-4F-~~3~~ 2: SPECIAL FLOOD HAZARD AREAS ORDINANCE:

The JD special flood hazard areas ordinance adopted December 12, 2006, as from time to time amended, shall be applied to all of the zoning decisions under this title.

8-4F-~~4~~ 3: REGULATION OF TELECOMMUNICATIONS FACILITIES:

The regulation of "telecommunications facilities" as defined in the ordinance regulation of telecommunications facilities adopted on July 9, 2002, by the county board of Jo Daviess County, as from time to time amended, and shall be governed by the terms of that ordinance and as may be regulated by the laws of the United States or the state of Illinois.

8-4F-~~5~~ 4: PUBLIC NUISANCE ORDINANCE:

The Jo Daviess County public nuisance ordinance adopted by the Jo Daviess County board on June 11, 1996, as from time to time amended, and shall be applied to all zoning decisions under this title. Its purpose is to define and abate public nuisances in the unincorporated area of Jo Daviess County, Illinois.

8-4F-~~6~~ 5: GUEST ACCOMMODATIONS ORDINANCE:

The guest accommodations ordinance adopted by the county board of Jo Daviess County, Illinois on August 10, 1999, as from time to time amended, and shall be applied to all zoning decisions under this title.

8-4F-~~7~~ 6: SUBDIVISION ORDINANCE:

The subdivision ordinance adopted September of 1991, by the Jo Daviess County board, as from time to time amended, shall be applied to all zoning decisions under this title.

TITLE 8, CHAPTER 5 USE TABLE AND REGULATIONS: the following sections are amended as follows *(deletions noted as ~~strike-out~~, additions are underlined; all changes are shaded grey):*

8-5A-6: TABLE:

The use table is amended to read as follows:

USE TABLE

	Zoning Districts								
	Residential				Nonresidential				
Use Type	**AG**	**R-1**	**R-2**	**RP**	**CON**	**C**	**M**	**I**	**Use Standards**
	Zoning Districts								
	Residential				Nonresidential				
Use Type	**AG**	**R-1**	**R-2**	**RP**	**CON**	**C**	**M**	**I**	**Use Standards**
Accessory uses	P	P	P	P	P	P	P	P	8-5B-1
Adult use cannabis	S								
Craft grower	S						S	S	8-5B-53 D
Cultivation Center	S						S	S	8-5B-53 E
Dispensing Organization	S					S	S	S	8-5B-53 F
Infuser	S					S	S	S	8-5B-53 G
Processor	S					S	S	S	8-5B-53 H
Transporter	S					S	S	S	8-5B-53 I
Agri-tourism:	P								8-5B-51
Agricultural education center	P								
Christmas tree sales/cut your own	P								
Cooking demonstrations	P								
Exotic animal farm	P								
Farm tours	P								
Fee fishing/hunting	P								

Game preserve	P								
Hay tunnels/mazes/crop art	P								
Hay/wagon/sleigh rides	P								
Horse stables and riding; horseback riding	P								
On farm sales	P								
Petting zoos	P								
Picnicking	P								
School tours	P								
U-pick operations	P								
Wildlife viewing and photography	P								
Agriculture	P	P	P	P	P	P	P	P	
Areas of natural, historical/cultural, geological, educational, or research significance	P			S	P				
Home occupations/home office	P	P	P	P					8-5B-16
Interpretive center	P				P				
Rural business uses when found to be compatible with established uses on adjoining property	S								
Temporary uses	P	P	P	P	P	P	P	P	8-5B-37
Waste consolidation point			S	P					
Residential uses:									
Assisted living		S	P	S					
Detached accessory dwelling unit	~~S~~ P	~~S~~ P	P	P					8-5B-52
Detached accessory dwelling unit; manufactured homes	~~S~~ P	~~S~~ P	P	P					8-5B-52

Duplex			P	P					8-5B-31, 8-5B-33
Group home	S	P	P	S					8-5B-15, 8-5B-33
Group residential						S			
Guest accommodations and guest houses/homes	P	P	P	P		P			8-5B-46
Manufactured home, residential design	S1 P2	P	P	P					8-5B-20, 8-5B-33
Manufactured/mobile home			P						8-5B-19
Manufactured/mobile home park			S						8-5B-21
Modular home agricultural residence	P2 S1								8-5B-32
Modular home nonagricultural	S1 P2	P	P	P					8-5B-33
Multi-family			S	P					8-5B-23, 8-5B-33
Rural home based off premises business	S								8-5B-43
Single-family, attached dwelling			P	P					8-5B-31, 8-5B-33
Single-family, detached agricultural residence	P2 S1								8-5B-32
Single-family, detached nonagricultural residence	S1 P2	P	P	P					8-5B-33
Single-family, underground agricultural residence	P2 S1								8-5B-32, 8-5B-34
Single-family, underground nonagricultural residence	S1 P2	P	P						8-5B-33, 8-5B-34

Single-family, zero lot line dwelling/condos		P	P	P					8-5B-35, 8-5B-33
Transitional living facility		S	S						8-5B-38
Commercial uses:									
Adult entertainment establishment								S	8-5B-2
Agricultural processing	S					S	S	S	
Agricultural sales and service	S					P	P	P	
Animal care, general	S					S	P		
Animal care, limited	S					P	P		
Auction rooms	S					P			
Bank or financial institution						P			
Bed and breakfast	S	S	S	S		S			8-5B-5
Car wash						P	P	P	
Catering establishment						P			
Childcare facility						P			
Childcare institution		S	S						
Construction sales and service						S	P	P	
Daycare center		S	S						8-5B-12
Daycare home	P	P	P	P					8-5B-12
Festivals/events, large scale	S	S		S					
Food store						P			
Greenhouse/nursery	S				S	P	P	P	8-5B-14
Greenhouse/wholesale	P								
Health club				S		P	P		
Hotel or motel						P	P		
Kennel, commercial	S					S	P	P	8-5B-49
Manufactured home sales						P	P		

Office, general						P	P		
Paintball establishments	S								8-5B-25
Parking lot, commercial						P	P		
Racetracks						S	S	S	8-5B-26
Recreation and entertainment, indoor				S	S	P	P		
Recreation and entertainment, outdoor	S			S	S	S	S		8-5B-27
Repair service						P	P	P	
Research service						S	S	S	
Restaurant, fast food						P	P		
Restaurant, general	S					P	P		
Retail sales and service						P	P		
Service station, automotive						S	P		
Service station, truck stop						S	P		
Studio (radio, television, film, or music)									Vehicle and equipment salesPPP8-5B-41
Vehicle paint and body shop						S	P	P	8-5B-41
Vehicle repair						S	P	P	8-5B-41
Warehouse, self-storage	S			S		P	P	P	8-5B-45
Public, quasi-public, and institutional:									
Airport or airstrip	S						S	S	8-5B-3
Auditorium or stadium						S	S	S	
Camp, institutional	S								8-5B-6
Camp, recreational	S			S	S				8-5B-7

Cemeteries, mausoleums, or columbariums	S			S		S	S	S	8-5B-8
Churches, chapels, temples, or synagogues	S	S	S	S		P			8-5B-9
Club, private				S		P	S		
College or university			S			S	S	S	8-5B-30
Community center				S					
Competitive communication tower	S					S	S	S	8-5B-10
Correctional facility							S	S	
Crematory	S					S	P	P	
Cultural service						P	P	P	
Funeral home						P	P		
Golf course	S	S	S	S		P			8-5B-13
Government service	S	S	S	S		P	P	P	
Heliport or helipad	S					S	P	P	
Hospital				S		P	P		
Library		S	S			P	P		
Marina		S	S	S		P			8-5B-22
Medical service						P			
Military/paramilitary facility	S					S	S	S	
Nursing home		S	P	S		S			
Parks and recreation area	S	S	S	S	P	S	S	S	
Philanthropic institutions	S			S		P			
Post office						P	P		
Recreational vehicle park	S			S		S	P		8-5B-28
Safety service	S	S	S			S	S		
School (elementary, middle, high)	S	S	S	S		S	S	S	8-5B-30

Shooting range	S					S	S		8-5B-47
Stables, public	S								
Telecommunications tower	P	S	S	S		P	P	P	8-5B-42
Vocational school	S	S	S			S	S	S	8-5B-30
Manufacturing, industrial and extractive uses:									
Asphalt batch plant	S							S	8-5B-4
Basic industry							S	P	
Concrete plant	S							S	8-5B-4
Contractor shop and office						P	P	P	8-5B-11
Fertilizer distribution plant	S						P	P	
Food/bakery product manufacturing							P	P	
Freight terminal							P	P	8-5B-44
Gas and fuel sales/storage				S			S	P	
Hazardous operation								S	
Integrated center						S	S	S	
Landfill								S	8-5B-17
Landscape waste composting and mulching facility	S			S			S	S	8-5B-18
Laundry plan							P	P	
Manufacturing and assembly							P	P	
Mining or quarrying	S						S	S	8-5B-17
Oil or gas drilling/refining/distillation	S						S	P	8-5B-24
Printing and publishing							P	P	
Salvage yard							S	S	8-5B-29

Solar energy systems, commercial	S						S	S	8-5B-54
Solar energy systems, private	P	P	P	P	P	P	P	P	
Solid waste collection/processing				S			S	S	8-5B-36
Solid waste transfer station							S	P	8-5B-36
Stockyard	S							S	
Transit facility						P	P	P	
Trucking facility						S	P	P	8-5B-44
Utility, major	S	S	S	S		S	S	S	8-5B-39
Utility, minor	P	P	P	P	S	P	P	P	
Warehousing and wholesale							P	P	
Welding or machine shop							S	P	
Wind energy conversion systems, private	P	P	S	S		S	S	S	8-5B-50
Wind energy conversion facility, commercial	S						S	S	8-5B-40
Wind generators, commercial	S								8-5B-40

Notes:

1. On lots less than ~~40 acres~~ one (1) acre.
2. On lots ~~40 acres~~ of one (1) acre or more.

8-5B-33: SINGLE-FAMILY, DETACHED NONAGRICULTURAL RESIDENCE:

A. A single-family, detached nonagricultural residence in the AG agricultural district that is permitted as a special use shall be subject to the following standards and regulations:

1. A site plan which provides the following information shall be provided:

   a. The existing and proposed topography, slope, and drainage patterns of the lot.

   b. The erosion control measures that will be used during and after construction.

c. The grade of the driveway which shall not exceed fifteen percent (15%) at any one point.

d. The area to be cleared if the lot is wooded.

~~2. Jo Daviess County uses a land evaluation and site assessment (LESA) system to help local officials determine if farmland may be converted to other uses. This tool has a maximum of three hundred (300) points. A score of two hundred (200) points or more would indicate that land is important to retain for agricultural purposes. A score of less than two hundred (200) points would indicate the site may be suitable for nonagricultural uses.~~

~~3~~ 2. On site wastewater facilities shall conform to all Illinois statutes and those established by the Jo Daviess County health department.

~~4~~ 3. Identification of an appropriate septic area ~~as provided by the natural resources inventory (NRI) reports.~~

~~5~~ 4. Lot configuration (see section 8-5B-48 of this article).

~~6~~ 5. All lighting shall conform to section 8-4E-3, "Outdoor Lighting Standards", of this title.

~~7~~ 6. The most sensitive areas for development in Jo Daviess County are underlain by Silurian geological formations. These elevated ridge tops and hillsides are scenic, prone to excessive erosion and often provide the least amount of ground water protection. ~~These areas are mapped and are presented as part of the natural resources inventory (NRI) report for every requested change in zoning for Jo Daviess County.~~ Development located in these areas will be subject to the following additional standards:

a. Buildings and roads located on sloping sites shall be built to blend with the existing topography.

b. Exterior building colors are encouraged to blend with the natural background.

c. Yard areas shall not be clear cut, existing trees shall be protected whenever possible, clearing of trees to create a building site should be as minimal as possible and the continuity of wooded sites shall be preserved. If trees must be removed in the construction process, they should be replaced with trees of species similar to those in surrounding woodlands.

d. In no case shall the roofline of any structure be higher than the existing mature tree height or ridge top.

e. Additional erosion control will be required on highly erosive sites.

f. The impervious surface coverage of the lot, which includes the building footprint, paved roads and compacted gravel surfaces, etc. This area shall not exceed one-half (1/2) acre.

B. A single-family, detached nonagricultural residence when allowed as a permitted use in the R-1, R-2, RP and AG districts shall be subject to the following standards:

1. A site plan which provides the following information shall be provided:

   a. The existing and proposed topography, slope, and drainage patterns of the lot.

   b. The erosion control measures used during and after construction will be identified.

   c. The area to be cleared if the lot is wooded.

2. On site wastewater facilities shall conform to all Illinois statutes and those established by the Jo Daviess County health department.

3. All lighting shall conform to section 8-4E-3, "Outdoor Lighting Standards", of this title.

4. Buildings and roads located on sloping sites shall be built to blend with the existing topography.

5. Exterior building colors are encouraged to blend with the natural background.

6. Yard areas shall not be clear cut, existing trees shall be protected whenever possible, clearing of trees to create a building site should be as minimal as possible and the continuity of wooded sites shall be preserved. If trees must be removed in the construction process, they should be replaced with trees of species similar to those in surrounding woodlands.

7. Additional erosion control will be required on highly erosive sites.

8-5B-46: GUEST ACCOMMODATIONS AND GUEST HOUSES/HOMES:

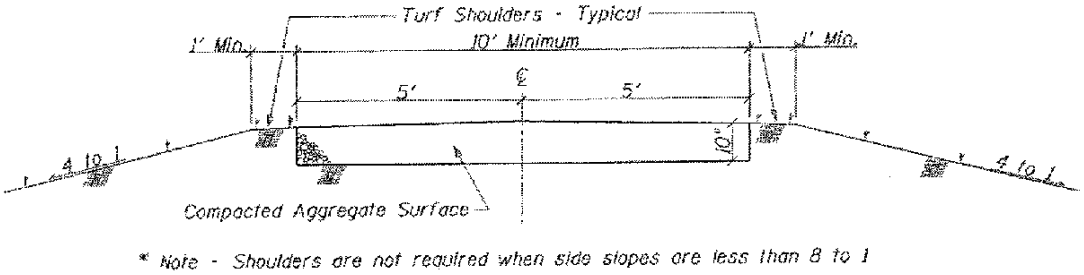
A. Application: Application for a zoning certificate shall be filed with the zoning administrator in such form and in such manner as he or she requires. No zoning certificate will be issued by the zoning administrator without meeting the standards listed under this section.

B. Standards:

1. Parking: Each and every facility shall provide no less than one parking place for every two (2) persons for which the licensed facility provides occupancy. Each off street parking space shall be at least nine feet (9') wide by twenty feet (20') long. Such parking must be provided and arranged in such a manner that any emergency vehicle can drive up to and park within one hundred feet (100') of the main entrance to the facility without being impeded by parked vehicles. The area designated for off street parking ~~must not have a slope greater than eight percent (8%) and~~ shall be surfaced with at least ten inches (10") of compacted aggregate. An off street parking design plan must be submitted. Overnight parking on township, county or state roads adjacent to the facility is prohibited.

2. Ingress/Egress: Each and every facility shall provide access roads ~~at a grade no greater than fifteen percent (15%) at any one point and the surface shall be~~ surfaced with no less than ten inches (10") of compacted aggregate with a ten foot (10') driving surface, one foot (1') shoulders

on each side consisting of a material type other than that of the driveway surface grade being one-half inch (1/2") per foot, with four to one (4:1) side slopes off of the shoulder.



Typical Driveway Section

3. Access Sight Distance: Each and every facility shall have sight distance adequate for road type accessing on and off of as indicated by the AASHTO (American Association Of State Highway And Transportation Officials) "A Policy On Geometric Design Of Highways And Streets", 2001, fourth edition manual, as amended. (Ord. 2009-3, 5-12-2009)

4. Building Siting and Orientation: Structures, as defined in chapter 7 of this title, including all outdoor activity areas (excluding detached accessory buildings and fencing) shall be so located on the property as follows:

a. ~~Five feet (5') from the side lot line per bedroom, with a minimum of fifteen feet (15') and a maximum requirement of thirty five feet (35').~~ Side-yard setbacks shall be as required by the zoning district in which the property lies. In the event that a recorded subdivisions includes differing setbacks on the recorded plat, then that setback shall apply.

b. Thirty feet (30') from the rear lot line.

c. Front setback shall be in accordance with public street setbacks.

(1) Major highways (federal or state): Seventy five feet (75') from the property line, or one hundred twenty five feet (125') from the centerline of the right of way, whichever is greater.

(2) Primary or secondary thoroughfares (county highways): Sixty feet (60') from the property line, or one hundred ten feet (110') from the centerline of the right of way, whichever is greater.

(3) All other streets: Fifty feet (50') from the property line, or eighty feet (80') from the centerline of the right of way, whichever is greater. (Ord. 2015-7, 11-10-2015)

5. Outdoor Activity Areas: Each and every facility shall provide adequate screening around any outdoor activity area (e.g., hot tubs and decks) as determined by the zoning administrator. Natural screening shall be at a minimum of no less than three feet (3') in height at time of planting; fencing shall be no less than six feet (6') in height and shall be a solid fence with no more than fifty percent (50%) view through the fence.

6. Septic: Each and every facility (if not on central sewer) shall have a septic system designed according to the current Illinois private sewage disposal licensing act and this code.

C. Zoning Certificate: A zoning certificate shall be valid for a period no longer than twelve (12) months from the date of issuance unless a guest accommodation license is procured. Zoning certificate shall remain in effect as long as a current license is maintained under the county's guest accommodations ordinance regardless of a change in ownership.

8-5B-16: HOME OCCUPATIONS:

Home occupations shall be permitted in all districts permitting dwellings subject to the following provisions and the provisions for accessory uses as specified in section 8-5B-1 of this article:

A. Restrictions And Limitations:

1. The home occupation shall be incidental and subordinate to the principal residential use of the premises. A home occupation may be established within the principal residence and/or accessory building.

2. ~~No more than four (4)~~ The number of employees who do not reside in the house may work at the location of the home occupation on any single day is not limited. The home occupation shall not constitute a nuisance taking into account the character of the surrounding area or neighborhood. The number of employees ~~that never work~~ not working at the home occupation location shall not be limited.

3. ~~Sales~~ The majority of the sales on the site of a home occupation shall be ~~limited to goods~~ goods made, assembled or otherwise prepared on the site. Items made off-site may be sold from the home occupation ancillary to the items made/assembled or otherwise prepared on site. Off premises sales, including sales made by telephone, fax or computer are not prohibited by this title.

4. No exterior display of merchandise sold or used in conjunction with the home occupation shall be allowed.

5. Signs shall comply with chapter 4, article C of this title. ~~No sign shall exceed two feet (2') in any direction,~~ Signs shall not be illuminated~~. and shall be placed flat against the main wall of the principal residential structure.~~

6. Materials or equipment used in conjunction with a home occupation shall be wholly enclosed within the dwelling or accessory building.

7. No equipment shall be ~~utilized~~ used that creates a nuisance such as excessive noise, vibration, smoke, dust, odor, heat, glare, emissions or electrical interference.

8. No alteration of the exterior of the principal residential structure shall be made which changes the character thereof as a dwelling.

9. No traffic shall be generated by the activity of the home occupation which creates a nuisance taking into account the character of the surrounding area or neighborhood. ~~This provision shall also include the prohibition of regular delivery by tractor trailer combination trucks.~~

10. The following are examples of uses that are permitted for illustrative purposes:

Antiques, retail.

Art, dancing, and music schools.

Artists' studios and conservatories.

Automobile and other motor vehicle maintenance repair services.

Barbershops, beauty shops and tanning salons.

Catering.

Chimney sweep.

Contracting - electrical, carpenter, plumbing, heating, painting.

Flower arrangement.

Gardening, landscaping (office).

Home crafts and hobbies such as model making, rug weaving, lapidary work, cabinetmaking, etc.

Housecleaning service.

Jewelry making, rock polishing.

Locksmith.

Offices, general, for example, including, but not limited to, offices for realtors, insurance agents, brokers, sales representatives, accounting services, architectural services, consulting services, data processing, drafting and graphic services, engineering services, financial planning, legal services, investment services, counseling services, interior design, tax preparation, typing, word processing services, writing, computer programming services, design, development and other related services, and manufacturing representatives.

Pet grooming.

Security service, security systems, auto security systems.

Small appliance and electronic repair services.

Small engine repair (lawn and garden).

Swimming pool cleaning.

Tailoring, alterations, and other sewing services.

Telephone answering, switchboard, call forwarding.

Tutoring, music lessons, religious instruction.

Watch, clock, and jewelry repair services.

Veterinary clinics.

11. Permitted home occupations shall not in any event include the following:

Adult entertainment establishments.

~~Antiques - retail.~~

~~Automobile and other motor vehicle repair services.~~

Grocery sales.

Heavy equipment rental.

Kennels.

Undertaking, mortuary and funeral services.

~~Veterinary clinics.~~

TITLE 8, CHAPTER 7 DEFINITIONS: the following sections are amended as follows *(deletions noted as ~~strike-out~~, additions are underlined; all changes are shaded grey):*

8-7-2: DEFINED TERMS:

SIGN: Any name, identification, description, illustration or device illuminated or nonilluminated which is visible from any public place or is located on private property and exposed to the public and which directs attention to a product, service, place, activity, person, institution, business or solicitation, including any permanently installed or situated merchandise or any emblem, painting, banner, pennant or placard designed to advertise, identify or convey information, with the exception of window displays and national flags. For the purpose of removal, signs shall also include all sign structures. Not included are decorative devices or emblems as may be displayed on a residential mailbox. For the purpose of this title, this definition shall include those signs painted directly upon a building or structure.

SIGN AREA: A. The area of a freestanding sign or structure not utilizing an integral part of the building for its background means the largest cross sectional area of the sign measured to a line encompassing all portions of the sign structure, including tubing used in lighting such sign or structure, but excluding posts without attached lighting. Further, the base on which a monument type sign is set may be excluded; provided, there is no attached lighting;

B. The area of a double faced sign (i.e., a sign painted on 2 sides), or signs which are erected in a "V" configuration with an angle between the two (2) faces not exceeding thirty degrees (30°), shall be the largest area on one side of the sign. Further, these types of signs shall be considered one sign for the purpose of determining the number of signs allowed;

C. The area of any sign or structure utilizing an integral part of the building or awning as a background means the area within the shortest line drawn to include all letters, design and tubing which are a part of the sign or structure; provided, that for illuminated awnings the area shall be limited to the area within the shortest line drawn to include all copy and graphics, excluding illuminated area outside of these lines.

SIGN, ATTACHED: A sign erected or placed upon the wall of any building with the plane of the face parallel to the plane of the wall below the roofline.

SIGN, COMMERCIAL DIRECTORY: A sign designating the name of a commercial center and listing the various tenants of the center.

SIGN, CONSTRUCTION: A temporary sign used during the construction of new buildings or reconstruction of or additions to existing buildings, such as those identifying the project and denoting the owner, architect, engineer, contractor, and/or financing institutions of the project.

SIGN, CROP IDENTIFICATION: A sign whose content includes the type, description, identification and otherwise pertinent information of crops being grown on a plot of land.

SIGN, DIRECTIONAL: A sign which indicates a direction for vehicular or pedestrian traffic or other movement.

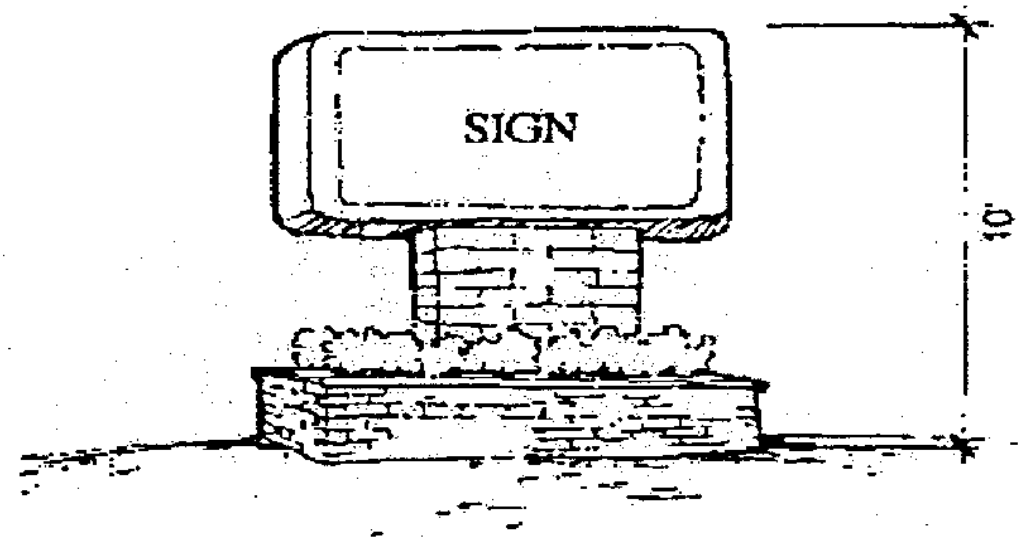
SIGN, FASCIA: A flat sign which projects one and one-half feet (11/2') or less horizontally from the vertical face of the wall of a building, or vertical face of a canopy awning or parapet upon which it is affixed, painted, or attached, running parallel for its whole length to the face or wall of the building and which does not extend beyond the horizontal width of such wall, awning or parapet.

SIGN, FLASHING: Any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light by means of animation, or an externally mounted intermittent light source. Automatic changing signs such as public service time, temperature and date signs or electronically controlled message centers are not defined as "flashing signs".

SIGN, FLUTTERING: A sign which flutters and includes banners, flags, pennants, or other flexible material which moves with the wind or by some artificial means.

SIGN, FREESTANDING: A sign not attached to or forming a part of a building.

SIGN, GROUND: Any detached sign on the same lot or parcel as the use it advertises which has its bottom portion erected upon or supported by the ground, a ground planter box, or other supports.



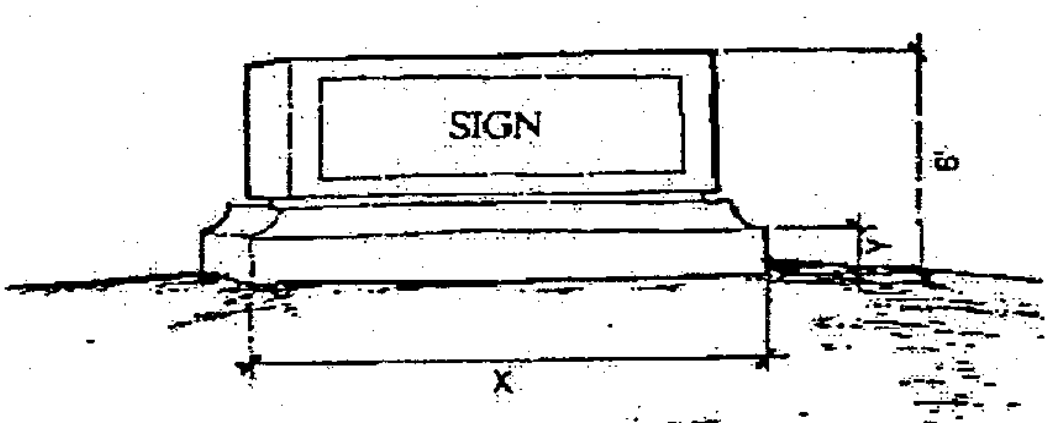
SIGN, HANGING: Any sign hanging entirely beneath a canopy, portico, or marquee.

SIGN, ILLUMINATED: Any sign which is illuminated by light source mounted on or in the sign or at some other location.

SIGN, INDUSTRIAL COMPLEX: A sign which is designed to identify an industrial complex where no single business identification and advertisement occupies more than fifty percent (50%) of the sign.

SIGN, MEMORIAL OR TABLETS: The permanent part of a building which denotes the name of the building, date of erection, historical significance, dedication, or other similar information.

SIGN, MONUMENT: A sign and supporting structure which has similar top and bottom dimensions and is constructed as a solid structure or one which gives the appearance of a continuous, nonhollow, unbroken, unfenestrated mass. Further, similar top and bottom dimensions shall mean dimensions which are within ten percent (10%) of each other.



SIGN, NONCONFORMING: A sign legally erected prior to the adoption date hereof, but which does not conform to the provisions of this code.

SIGN, OCCUPATIONAL AND/OR IDENTIFICATION: An attached wall sign identifying the name of a person occupying a building and mounted adjacent to the main entrance of the building.

SIGN, OFF PREMISES: A sign that advertises products, services or facilities or directs persons to a premises different from where the sign is installed.

SIGN, OFF PREMISES DIRECTIONAL: A sign which directs persons to a premises different from where the sign is located. These signs typically include an address or street name or direction such as "two blocks north on the right".

SIGN, OFF PREMISES LOCAL BUSINESS: A sign for a business that is physically located within the boundaries of Jo Daviess County that is placed on a property other than the location of the business, intended to promote local business enterprises in the County.

SIGN, ON PREMISES: A sign which carries only advertisements strictly related to a lawful use of the premises on which it is located, including signs or sign devices indicating the business transacted, services rendered, goods sold or produced on the premises, name of the business, and name of the person, firm or corporation occupying the premises. "On premises sign" also means a sign which contains religious, political, social and other noncommercial messages.

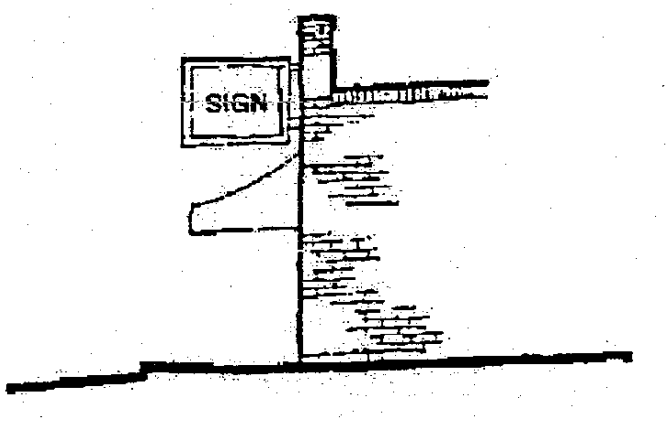
SIGN, POLE: Any detached sign located on the same lot or parcel as the use it advertises which is supported by one or more stationary poles no taller than thirty feet (30') above the mean grade line of the ground at its base provided that this shall not include a permitted ground sign as set forth.

SIGN, POLITICAL: A temporary sign advocating or opposing any political proposition or candidate for public office.

SIGN, PORTABLE: Signs not permanently affixed to the ground or to a building.

SIGN, PROJECT IDENTIFICATION: A permanent ground sign identifying an apartment complex, condominium project, or mobile home development entry, name and/or street names within the project.

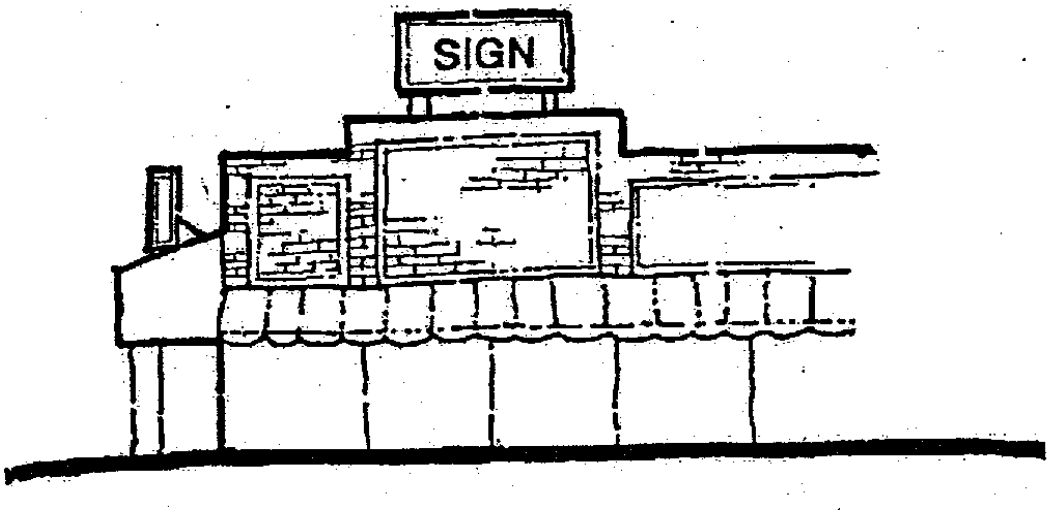
SIGN, PROJECTING: A sign, other than an attached sign, that is attached to or projects more than one and one-half feet (11/2') from a building face or wall or from a structure whose primary purpose is other than the support of a sign.



SIGN, PROPERTY REAL ESTATE: A sign pertaining only to the prospective rental, lease, or sale of the property upon which it is located. Real estate signs shall be excluded from the definition of pole signs.

SIGN, RESIDENTIAL CONSTRUCTION PROJECT: Any temporary sign that provides direction to any residential development under construction, or promotes the residential development on the project site.

SIGN, ROOF: Any sign erected on a roof but excluding marquee and canopy signs and wall signs. The generally vertical plane of a mansard type roof shall be interpreted as the same as a wall of a building.



SIGN, ROTATING: A sign in which the sign itself or any portion of the sign moves in a revolving or similar manner.

SIGN, SPECIAL DISPLAYS: Signs not exceeding thirty two (32) square feet, used for holidays, public demonstrations, or promotion of civil welfare or charitable purposes.

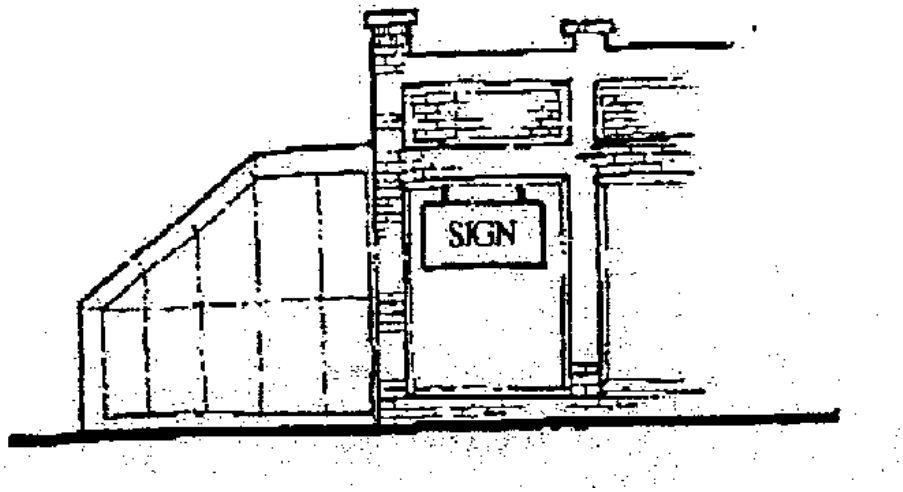
SIGN STRUCTURE: The sign and all parts associated with its construction.

SIGN, SUBDIVISION IDENTIFICATION: A permanent ground sign identifying a subdivision entry, subdivision name, and/or street names within the subdivision.

SIGN SUPPORTS: All structures by which a sign is held up, including, for example, poles, braces, guys, and anchors.

SIGN, TEMPORARY: Any sign intended for a limited or intermittent period of display.

SIGN, WINDOW: A temporary sign affixed to the inside of an exterior window or glass door.



O2026-

JO DAVIESS COUNTY, ILLINOIS

AN ORDINANCE CREATING TITLE 5, CHAPTER 13 OF THE JO DAVIESS COUNTY CODE OF ORDINANCES REGARDING UNSAFE, DANGEROUS, AND UNINHABITABLE STRUCTURES

WHEREAS, the Jo Daviess County Board is responsible for protecting the public health, safety, and welfare of residents and visitors within the unincorporated areas of the County; and

WHEREAS, unsafe, dangerous, or uninhabitable structures create conditions that threaten life, property, and the general welfare, including risks of structural collapse, fire hazards, environmental contamination, and other dangers; and

WHEREAS, the County Board finds that establishing clear procedures for identifying, noticing, and remedying such structures is necessary to ensure consistent enforcement and to safeguard the community; and

WHEREAS, Illinois law, including 55 ILCS 5/5-1121 and other applicable provisions of the Illinois Compiled Statutes, authorizes counties to provide by ordinance for the repair, enclosure, or demolition of dangerous and unsafe buildings and uncompleted or abandoned construction; and

WHEREAS, the County Board desires to create a new chapter within Title 5 of the Jo Daviess County Code of Ordinances to set forth standards, definitions, enforcement authority, notice requirements, hearing procedures, and cost-recovery mechanisms related to unsafe, dangerous, and uninhabitable structures;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF JO DAVIESS COUNTY, ILLINOIS, that Title 5, Chapter 13 Unsafe, Dangerous, and Uninhabitable Structures is hereby created and adopted as follows:

TITLE 5 – PUBLIC SAFETY

CHAPTER 13 – UNSAFE, DANGEROUS, AND UNINHABITABLE STRUCTURES

5-13-1: PURPOSE

The purpose of this Chapter is to establish standards and procedures for identifying, noticing, and remedying unsafe, dangerous, or uninhabitable structures within the unincorporated areas of Jo Daviess County in order to protect the public health, safety, and welfare.

5-13-2: AUTHORITY

This Chapter is adopted pursuant to the authority granted to counties under 55 ILCS 5/5-1121, 55 ILCS 5/5-1063, and other applicable provisions of the Illinois Compiled Statutes.

5-13-3: DEFINITIONS

For the purposes of this Chapter, the following definitions apply:

A. **Structure:** Any building, dwelling, accessory structure, manufactured home, mobile home, or other man-made construction, whether occupied or vacant.
B. **Unsafe Structure:** A structure that is structurally unsound, at risk of collapse, or otherwise hazardous to life or property.
C. **Dangerous Structure:** A structure that, due to deterioration, abandonment, fire damage, inadequate maintenance, or other conditions, poses a threat to the safety, health, or welfare of occupants or the public.

D. **Uninhabitable Structure:** A structure that lacks basic sanitation, utilities, weather protection, or other conditions required for safe human occupancy.
E. **Owner:** The person or entity holding legal title, beneficial interest, or control of the property.
F. **Enforcement Official:** The County's designated Building Official, Code Enforcement Officer, or other authorized representative.

5-13-4: INSPECTION AUTHORITY

A. The Enforcement Official is authorized to inspect any structure when:

1. A complaint is received;
2. The structure appears abandoned, dilapidated, or hazardous;
3. There is visible evidence of structural failure, fire damage, or collapse; or
4. The structure presents a potential threat to public safety.

B. Inspections shall be documented in writing and may include photographs, structural assessments, and other relevant findings.

5-13-5: DETERMINATION OF UNSAFE, DANGEROUS, OR UNINHABITABLE CONDITIONS

A structure may be determined to be unsafe, dangerous, or uninhabitable if one or more of the following conditions exist:

A. Structural instability or risk of collapse;
B. Fire damage or severe deterioration;
C. Hazardous electrical, mechanical, or plumbing systems;
D. Lack of required utilities or sanitation;
E. Environmental contamination or infestation;
F. Conditions rendering the structure unfit for human occupancy;
G. Abandonment resulting in deterioration or public hazard.

The Enforcement Official shall issue a written determination summarizing the findings.

5-13-6: NOTICE TO OWNER

A. Upon determination, the County shall issue a Notice of Violation and Order to Remedy. The notice shall include:

1. The property address and parcel identification number;
2. A description of the unsafe or dangerous conditions;
3. Required corrective actions, which may include repair, securing, vacating, or demolition;
4. A compliance deadline of not less than thirty (30) days, unless an imminent hazard exists;
5. The owner's right to request a hearing;
6. Consequences of noncompliance.

B. Notice shall be served by certified mail to the last known address of the owner and by posting on the structure. Additional methods reasonably calculated to provide notice may be used.

5-13-7: HEARING PROCEDURES

A. The owner may request a hearing within fifteen (15) days of the date of notice.
B. The hearing shall be conducted by the Building Code Board of Appeals.
C. The owner may present evidence, testimony, and proposed corrective plans.

D. The Hearing Officer shall issue a written decision affirming, modifying, or rescinding the order.
E. Decisions may be appealed as provided by Illinois law.

5-13-8: FAILURE TO COMPLY

If the owner fails to comply with the order within the required timeframe:

A. The County may secure the structure, perform necessary repairs, or remove or demolish the structure.
B. All costs incurred by the County shall be recoverable from the owner.
C. Costs may be billed directly, recorded as a lien, or collected through legal action.

5-13-9: EMERGENCY ACTIONS

When a structure presents an imminent and immediate danger to life or property, the County may take emergency measures, including evacuation, securing, or demolition, without prior notice. The owner shall be notified as soon as practicable.

5-13-10: COST RECOVERY AND LIENS

A. Costs incurred by the County shall be itemized and billed to the owner.
B. If unpaid after thirty (30) days, the County may record a lien pursuant to 55 ILCS 5/5-1121.
C. Liens may include administrative costs, legal fees, and interest.

5-13-11: CONFLICTS WITH OTHER REGULATIONS

Where a conflict exists between this Chapter and any other County regulation, the more restrictive provision shall apply.

5-13-12: SEVERABILITY

If any section, subsection, or provision of this Chapter is held invalid, the remainder shall not be affected and shall remain in full force and effect.

5-13-13: EFFECTIVE DATE

This Chapter shall take effect immediately upon passage and approval.

PRESENTED, PASSED, APPROVED AND ADOPTED by the Jo Daviess County Board on this 9th day of June, 2026.

_____ Attest: _____

LaDon Trost, Chairperson
Jo Daviess County Board

Dana Timmerman
Jo Daviess County Clerk

Ayes: _____ Nays: _____

Absent: _____ Abstained: _____


03/03/2026 00:29


03/03/2026 00:29


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O2026-

JO DAVIESS COUNTY, ILLINOIS

AN ORDINANCE AMENDING THE BOUNDARIES OF THE JOINT NORTHWEST ILLINOIS CERTIFIED ENTERPRISE ZONE

WHEREAS, in 2019 the Stephenson County Board and the City of Freeport jointly enacted ordinances creating an Enterprise Zone the City of Freeport, the County of Stephenson, the County of Jo Daviess, the City of East Dubuque, the Village of Hanover and the Village of Lena and thereafter, the State of Illinois' Department of Commerce and Economic Opportunity (hereinafter referred to as "DCEO") certified the Northwest Illinois Enterprise Zone (hereinafter, referred to as the "Enterprise Zone"); and

WHEREAS, the City of Freeport, the County of Stephenson, the County of Jo Daviess, the City of East Dubuque, the Village of Hanover and the Village of Lena may consider the expansion of the said Enterprise Zone, and in the case at hand, an expansion by 0.42 acres, more or less, of contiguous territory as set forth herein; and
WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity, hereinafter referred to as "DCEO," has agreed to expand the total size of the Enterprise Zone from its current 13.6648 square miles to 13.6655 square miles if the proposed expansions are granted by the Stephenson County Board, the Freeport City Council, the Jo Daviess County Board, the City of East Dubuque, the Hanover Village Board and the Village of Lena Board; and

WHEREAS, AutoSmart, Inc., owned by BCG Group, Inc., is located at 4596 U.S. Highway 20 East in Freeport, Illinois (PIN: 04-19-01-400-011). The company owns one parcel directly adjacent to their facility (PIN: 04-19-01-300-006). AutoSmart, Inc. is planning to construct an additional building which will allow for an additional classic car showroom; and

WHEREAS, AutoSmart, Inc. is a car dealer specializing in classic car consignment. Additional indoor showroom space is imperative for business expansion. The construction of a forty-foot by sixty-foot building will allow an increase in car inventory, translating into more sales, thereby creating more sales tax revenue; and

WHEREAS, this County Board hereby finds that this proposed expansion of the Enterprise Zone as described on the attached map and legal description (attached hereto as "Exhibit A" and incorporated by reference herein) meets all the requirements of State law codified as 20 ILCS 655/4 (2019); and

the proposed expansion is "contiguous" as that term is defined in the applicable DCEO regulations codified as 14 Illinois Administrative Code Sec. 520.210(a) and (b); and

if the proposed expansion is approved, the Enterprise Zone as expanded would consist of 13.6655 square miles; and

WHEREAS, this County Board further finds that the approval of this proposed expansion will be in the best interests of all the citizens of this community.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF JO DAVIESS, ILLINOIS as follows:

Section 1. That it does hereby authorize the amendment of the boundaries of the Northwest Illinois Enterprise Zone as jointly established by the City of Freeport, the County of Stephenson, the County of Jo Daviess, the City of East Dubuque, the Village of Hanover and the Village of Lena Ordinance to include the geographic area described on the attached "Exhibit A".

Section 2. That all of the provisions and benefits as created by Ordinance for the original Enterprise Zone shall also be applicable to the area of the expansion authorized by this Ordinance. However, if any of the described property within the expansion is located within a Tax Increment Financing (TIF) District, the real property tax abatement provisions and benefits shall not apply to that property.

Section 3. That the County Clerk shall forward one original and two certified copies of this Ordinance to Gary Quinn, Zone Administrator, to be included in an application to expand the boundaries of the Northwest Illinois Enterprise Zone to DCEO.

Section 4. This Ordinance shall be effective immediately upon passage by the City Council and its publication as provided by law.

Section 5. That all ordinances or parts of ordinances in conflict with this Ordinance are repealed insofar as they conflict.

Section 6. If any section, clause or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, said decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part declared invalid, and this City Council hereby expressly declares that it would have enacted this Ordinance even with the invalid portion deleted.

PRESENTED, PASSED, APPROVED AND ADOPTED by the Jo Daviess County Board on this 14th day of July, 2026.

_____
LaDon Trost, Chairperson
Jo Daviess County Board

Attest: _____
Dana Timmerman
Jo Daviess County Clerk

O2026-

Exhibit A

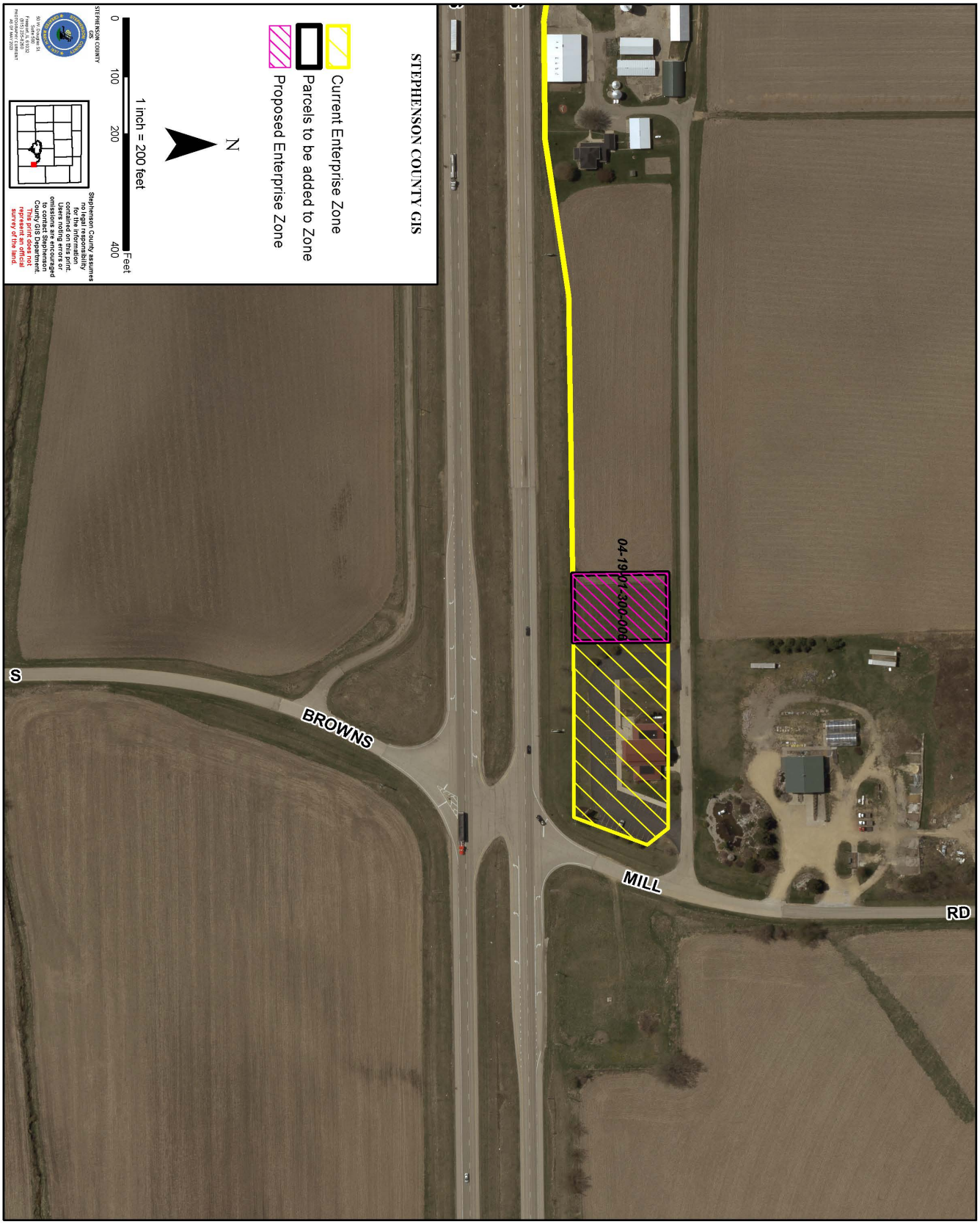


Exhibit A

Legal Description

AUTOSMART LEGAL DESCRIPTION
Tract II

A parcel of land in the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 1, Township 26 North, Range 8 East of the Fourth Principal Meridian, described as follows: Commencing at the Southeast Corner of said Southwest Quarter of Section I; thence North 00 degrees 52 minutes 49 seconds West, 1 150.46 feet on the East line of said Southwest Quarter of Section 1, to the Point of Beginning.

From the Point of Beginning; thence South 89 degrees 16 minutes 52 seconds West, 49.30 feet to the West line of the premises conveyed to Ryan, Inc. by Warranty Deed recorded in Book P-116, at Page 585, in the Recorder's Office of Stephenson County; thence North 00 degrees 59 minutes 25 seconds West, 156.00 feet on said West line of premises so conveyed; thence North 89 degrees 18 minutes 16 seconds East, 323.72 feet; thence South 42 degrees 48 minutes 33 seconds East, 44.64 feet, to the Westerly Right-of-Way line of a Public Road designated Brown's Mill Road; thence South 20 degrees 02 minutes 31 seconds West, 131.18 feet on said Westerly Right-of-Way line; thence South 89 degrees 16 minutes 52 seconds West, 257.09 feet, to the Point of Beginning; situated in the Township of Silver Creek, County of Stephenson and State of Illinois.

PERMANENT INDEX NUMBER: 04-19-01-300-006

R2026-

JO DAVIESS COUNTY, ILLINOIS

A RESOLUTION TO AUTHORIZE AN AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION OF AN ENTERPRISE ZONE

WHEREAS, the Intergovernmental Agreement for the Operation of an Enterprise Zone (hereinafter referred to as the "Agreement") between the County of Stephenson, County of Jo Daviess, City of Freeport, City of East Dubuque, Village of Hanover and Village of Lena was executed from November 13, 2018 to December 10, 2018, and

WHEREAS, Section 2 of the Agreement includes a Description of the Zone; and

WHEREAS, the City of Freeport, Stephenson County, Village of Hanover, Jo Daviess County, City of East Dubuque and Village of Lena wish to add 0.42 acres, more or less, to the Northwest Illinois Enterprise Zone; and

WHEREAS, AutoSmart, Inc., owned by BCG Group, Inc., is located at 4596 U.S. Highway 20 East in Freeport, Illinois (PIN: 04-19-01-400-011). The company owns one parcel directly adjacent to their facility (PIN: 04-19-01-300-006). AutoSmart, Inc. is planning to construct a building which will allow for an additional classic car showroom; and

WHEREAS, AutoSmart, Inc. is a car dealer specializing in classic car consignment. Additional indoor showroom space is imperative for business expansion. The construction of a forty-foot by sixty-foot building will allow an increase in car inventory, translating into more sales, thereby creating more sales tax revenue; and

WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as "DCEO") requires that Section 2 of the Agreement must be amended to include the description of the 0.42 acres, more or less, to be added to the Northwest Illinois Enterprise Zone in addition to the approval of all six units of government, City of Freeport, Stephenson County, Village of Hanover, City of East Dubuque, Jo Daviess County and Village of Lena adopting ordinances amending the boundaries of the joint Northwest Illinois Certified Enterprise Zone.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF JO DAVIESS COUNTY, ILLINOIS that Section 2 of the Agreement is hereby amended to add the proposed expansion of the Enterprise Zone as described on the attached map and legal description, which is marked as "Exhibit A", attached hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that all Resolutions or motions in conflict with this Resolution are repealed insofar as they conflict; and

BE IT FURTHER RESOLVED if any section, clause or provision of this Resolution be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Resolution as a whole or any part thereof, other than the part so declared to be invalid, and this City Council expressly declares that it would have enacted this Resolution even with the invalid portion deleted.

PRESENTED, APPROVED AND ADOPTED by the Jo Daviess County Board on this 14th day of July, 2026.

_____ Attest: _____

LaDon Trost
Chairperson, Jo Daviess County Board

Dana Timmerman
County Clerk

Exhibit A

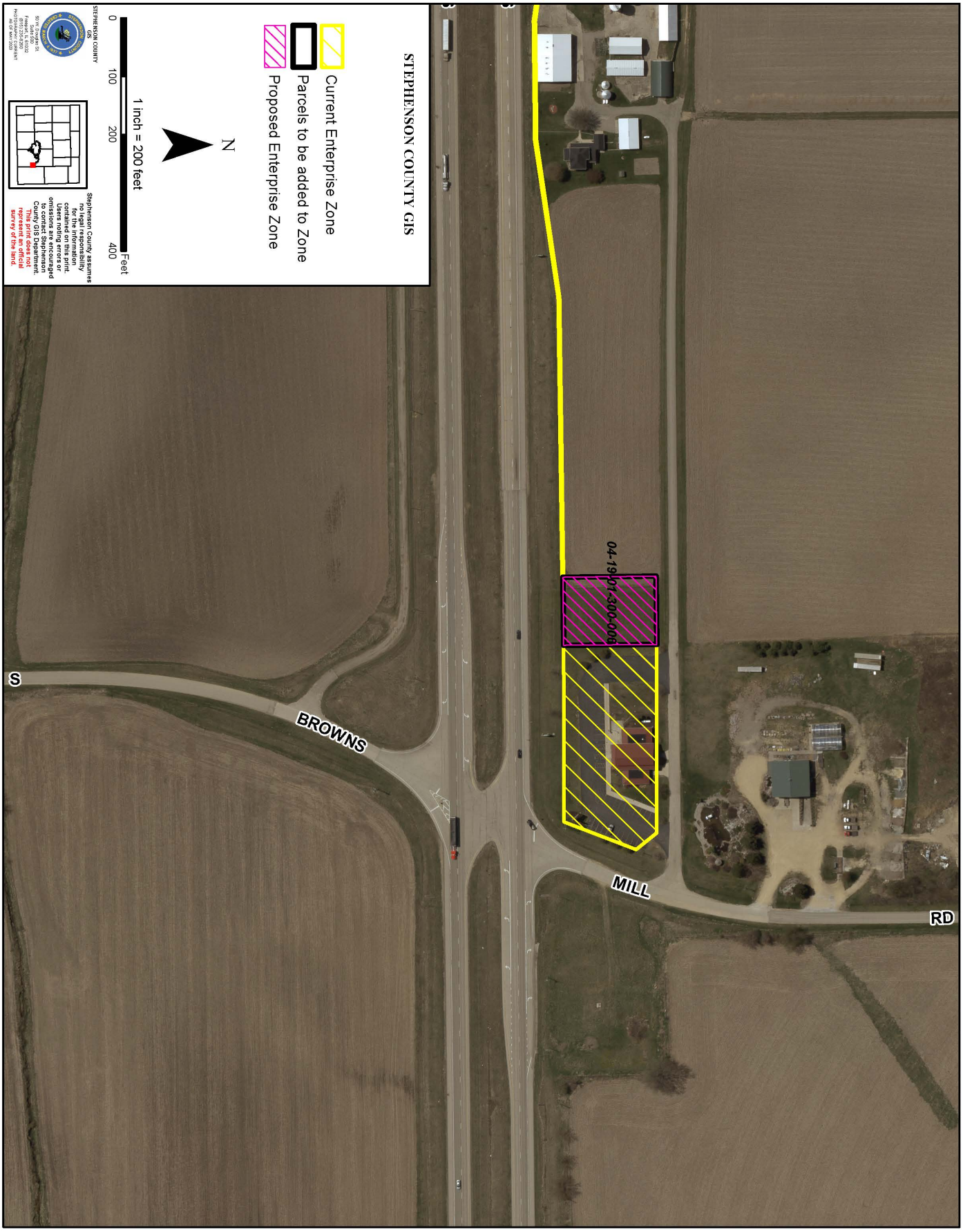

STEPHENSON COUNTY GIS
Current Enterprise Zone
Parcels to be added to Zone
Proposed Enterprise Zone
N
1 inch = 200 feet
0
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STEPHENSON COUNTY GIS
Stephenson County assumes no legal responsibility for the information contained on this print. Users noting errors or omissions are encouraged to contact Stephenson County GIS Department. This print does not represent an official survey of the land.
04-19-01-300-006
S
BROWNS
MILL
RD

Exhibit A

Legal Description

AUTOSMART LEGAL DESCRIPTION
Tract II

A parcel of land in the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 1, Township 26 North, Range 8 East of the Fourth Principal Meridian, described as follows: Commencing at the Southeast Corner of said Southwest Quarter of Section I; thence North 00 degrees 52 minutes 49 seconds West, 1 150.46 feet on the East line of said Southwest Quarter of Section 1, to the Point of Beginning.

From the Point of Beginning; thence South 89 degrees 16 minutes 52 seconds West, 49.30 feet to the West line of the premises conveyed to Ryan, Inc. by Warranty Deed recorded in Book P-116, at Page 585, in the Recorder's Office of Stephenson County; thence North 00 degrees 59 minutes 25 seconds West, 156.00 feet on said West line of premises so conveyed; thence North 89 degrees 18 minutes 16 seconds East, 323.72 feet; thence South 42 degrees 48 minutes 33 seconds East, 44.64 feet, to the Westerly Right-of-Way line of a Public Road designated Brown's Mill Road; thence South 20 degrees 02 minutes 31 seconds West, 131.18 feet on said Westerly Right-of-Way line; thence South 89 degrees 16 minutes 52 seconds West, 257.09 feet, to the Point of Beginning; situated in the Township of Silver Creek, County of Stephenson and State of Illinois.

PERMANENT INDEX NUMBER: 04-19-01-300-006

O2026-

JO DAVIESS COUNTY, ILLINOIS

AN ORDINANCE AMENDING THE BOUNDARIES OF THE JOINT NORTHWEST ILLINOIS CERTIFIED ENTERPRISE ZONE

WHEREAS, in 2019 the Stephenson County Board and the City of Freeport jointly enacted ordinances creating an Enterprise Zone the City of Freeport, the County of Stephenson, the County of Jo Daviess, the City of East Dubuque, the Village of Hanover and the Village of Lena and thereafter, the State of Illinois' Department of Commerce and Economic Opportunity (hereinafter referred to as "DCEO") certified the Northwest Illinois Enterprise Zone (hereinafter, referred to as the "Enterprise Zone"); and

WHEREAS, the City of Freeport, the County of Stephenson, the County of Jo Daviess, the City of East Dubuque, the Village of Hanover and the Village of Lena may consider the expansion of the said Enterprise Zone, and in the case at hand, an expansion by 112.23 acres, more or less, of contiguous territory as set forth herein; and

WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity, hereinafter referred to as "DCEO," has agreed to expand the total size of the Enterprise Zone from its current 13.6655 square miles to 13.8409 square miles if the proposed expansions are granted by the Stephenson County Board, the Freeport City Council, the Jo Daviess County Board, the City of East Dubuque, the Hanover Village Board and the Village of Lena Board; and

WHEREAS, The Village of Lena, IL is small rural community in Northwest Illinois. The village desires to reverse population loss and recruit new residents to increase the available workforce. To do so, the village needs more housing. Currently, the cost of construction related to the local market for new housing is not supported by traditional financing. Expanding the Enterprise Zone will provide essential incentives to attract developers and investors, ensuring that we can meet this demand while supporting economic growth and improving the quality of life for our residents; and

WHEREAS, this County Board hereby finds that this proposed expansion of the Enterprise Zone as described on the attached map and legal description (attached hereto as "Exhibit A" and incorporated by reference herein) meets all the requirements of State law codified as 20 ILCS 655/4 (2019); and

the proposed expansion is "contiguous" as that term is defined in the applicable DCEO regulations codified as 14 Illinois Administrative Code Sec. 520.210(a) and (b); and

if the proposed expansion is approved, the Enterprise Zone as expanded would consist of 13.8409 square miles; and

WHEREAS, this County Board further finds that the approval of this proposed expansion will be in the best interests of all the citizens of this community.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF JO DAVIESS COUNTY, ILLINOIS as follows:

Section 1. That it does hereby authorize the amendment of the boundaries of the Northwest Illinois Enterprise Zone as jointly established by the City of Freeport, the County of Stephenson, the County of Jo Daviess, the City of East Dubuque, the Village of Hanover and the Village of Lena Ordinance to include the geographic area described on the attached "Exhibit A".

Section 2. That all of the provisions and benefits as created by Ordinance for the original Enterprise Zone shall also be applicable to the area of the expansion authorized by this Ordinance. However, if any of the described property within the expansion is located within a Tax Increment Financing (TIF) District, the real property tax abatement provisions and benefits shall not apply to that property.

Section 3. That the County Clerk shall forward one original and two certified copies of this Ordinance to Gary Quinn, Zone Administrator, to be included in an application to expand the boundaries of the Northwest Illinois Enterprise Zone to DCEO.

Section 4. This Ordinance shall be effective immediately upon passage by the County Board and its publication as provided by law.

Section 5. That all ordinances or parts of ordinances in conflict with this Ordinance are repealed insofar as they conflict.

Section 6. If any section, clause or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, said decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part declared invalid, and this County Board hereby expressly declares that it would have enacted this Ordinance even with the invalid portion deleted.

PRESENTED, PASSED, APPROVED AND ADOPTED by the Jo Daviess County Board on this 14th day of July, 2026.

_____
LaDon Trost, Chairperson
Jo Daviess County Board

Attest: _____
Dana Timmerman
Jo Daviess County Clerk

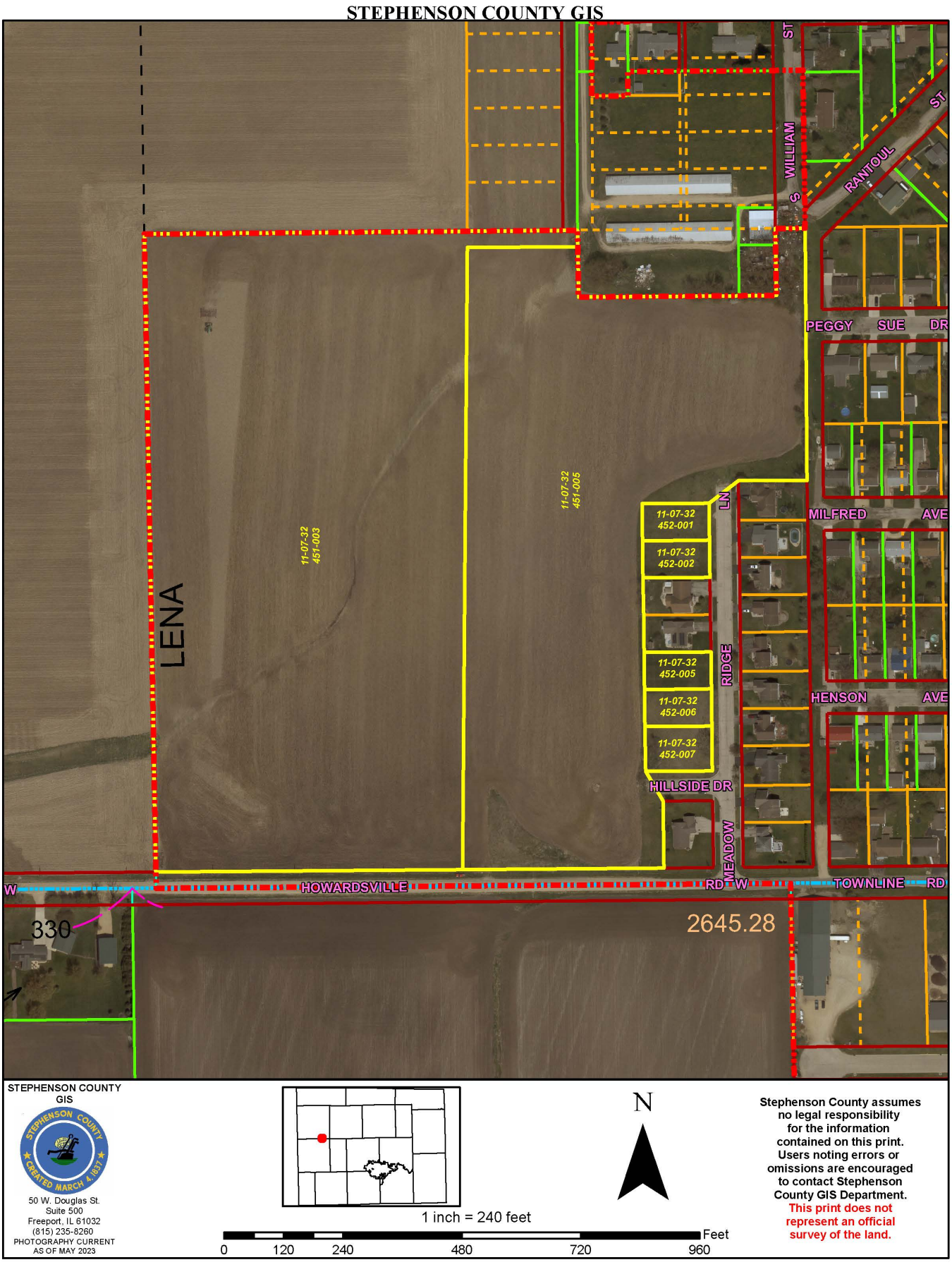
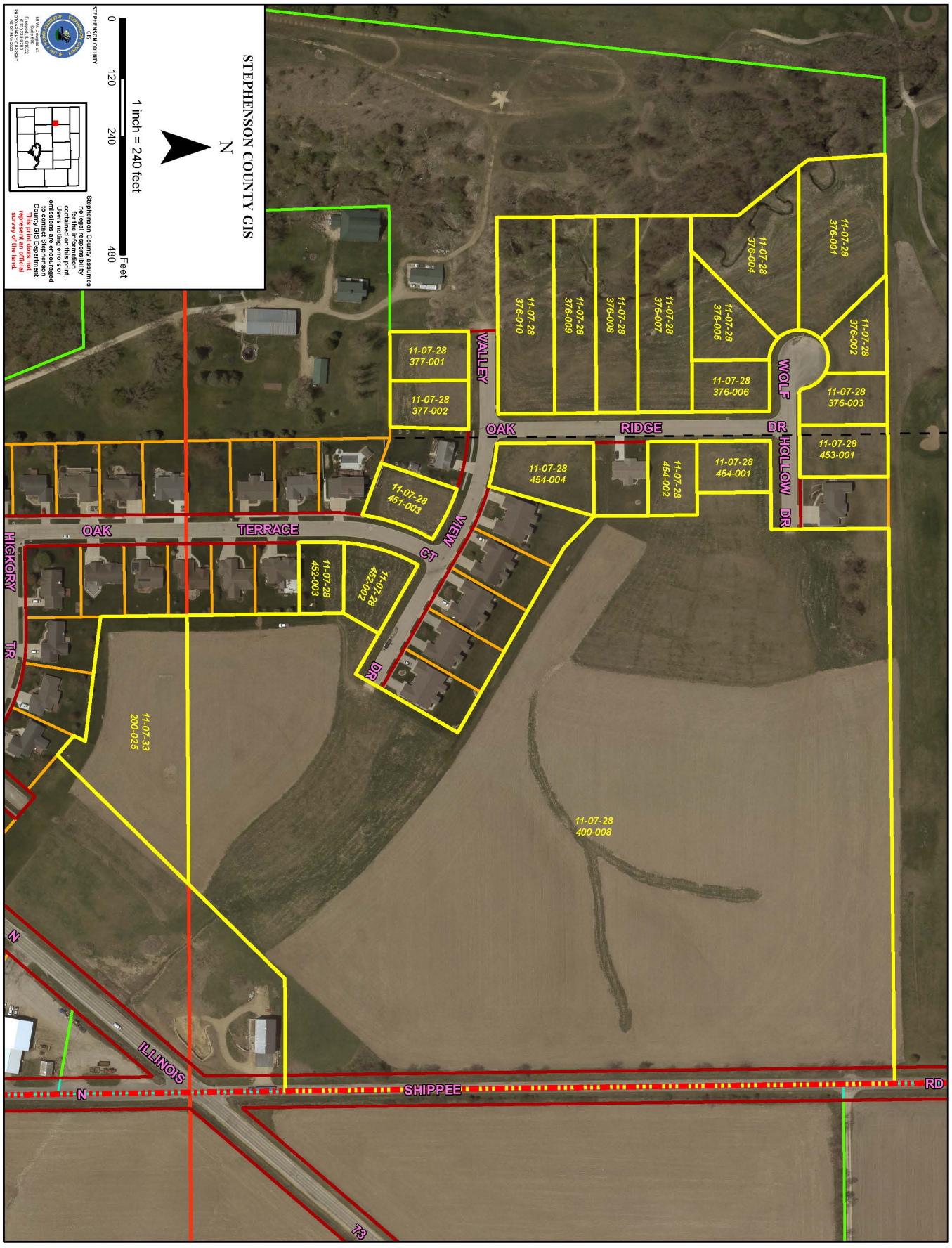

STEPHENSON COUNTY GIS
LENA
11-07-32 451-003
11-07-32 451-005
11-07-32 452-001
11-07-32 452-002
11-07-32 452-005
11-07-32 452-006
11-07-32 452-007
WILLIAM ST
RANTOUL ST
PEGGY SUE DR
MILFRED AVE
HENSON AVE
RIDGE LN
HILLSIDE DR
MEADOW
W HOWARDSVILLE RD
W TOWNLINE RD
330
2645.28
STEPHENSON COUNTY GIS
50 W. Douglas St.
Suite 500
Freeport, IL 61032
(815) 235-8260
PHOTOGRAPHY CURRENT AS OF MAY 2023
1 inch = 240 feet
0 120 240 480 720 960 Feet
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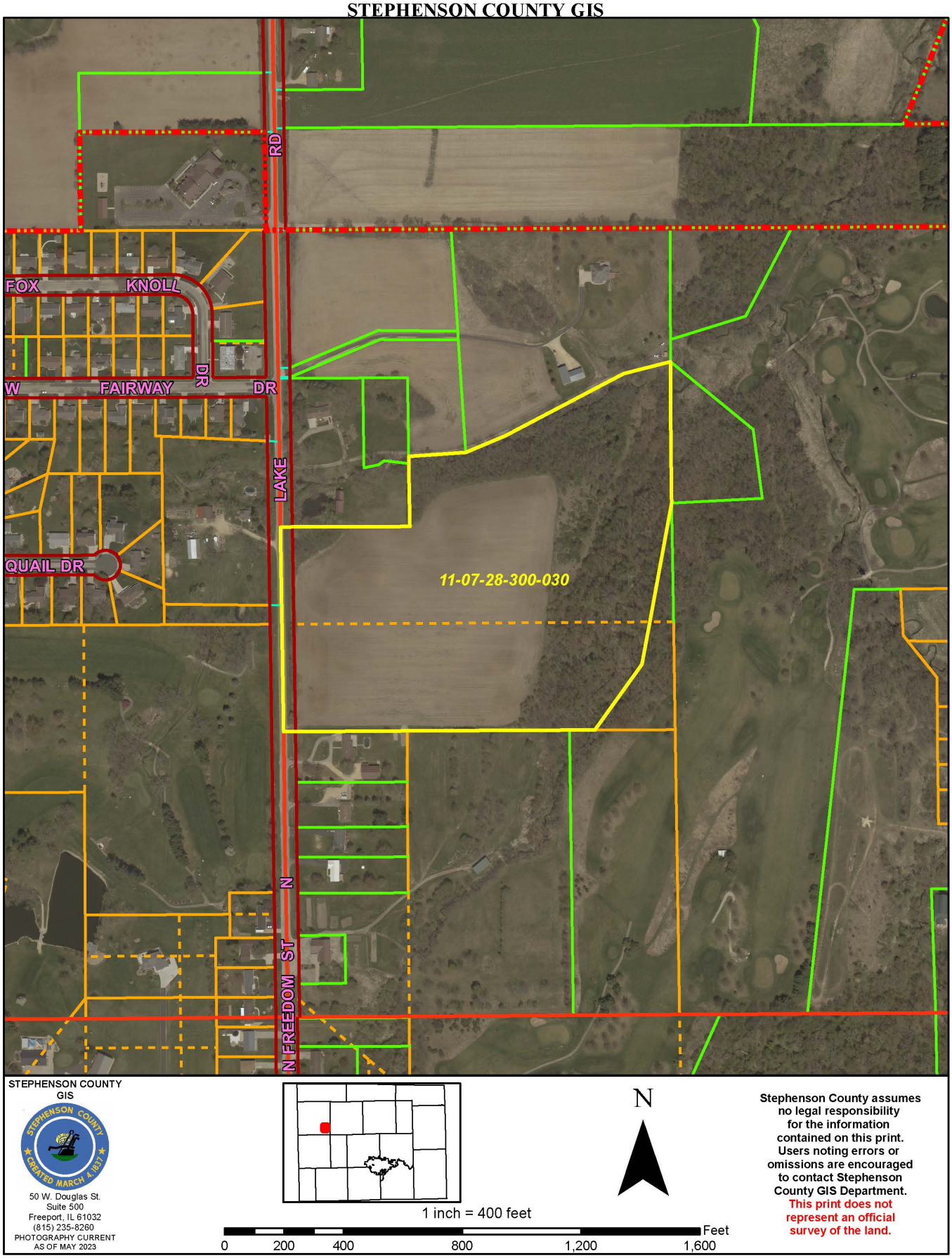
Exhibit A

O2026-

Exhibit A



STEPHENSON COUNTY GIS



STEPHENSON COUNTY GIS

50 W. Douglas St.
Suite 500
Freeport, IL 61032
(815) 235-8260
PHOTOGRAPHY CURRENT
AS OF MAY 2023

1 inch = 400 feet

0 200 400 800 1,200 1,600 Feet

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Exhibit A

O2026-

Exhibit A

Legal Description

NORTHEAST LENA ADDITION TO ENTERPRISE ZONE – 50.44 Acres:
11-07-28-376-001, 11-07-28-376-002, 11-07-28-376-003, 11-07-28-376-004, 11-07-28-376-005, 11-07-28-376-006, 11-07-28-376-007, 11-07-28-376-008, 11-07-28-376-009, 11-07-28-376-010, 11-07-28-377-001, 11-07-28-377-002, 11-07-28-451-003, 11-07-28-452-002, 11-07-28-452-003, 11-07-28-453-001, 11-07-28-454-001, 11-07-28-454-002, 11-07-28-454-004, 11-07-28-400-008 & 11-07-33-200-025

Part of Oak View Terrace Subdivision Plat 3, as recorded on June 29, 2006 in the Recorder's Office of Stephenson County, Illinois, in Book M of Plats, Pages 189-189A, Document No. 77523; Also, Part of the Southwest Quarter of the Southeast Quarter of Section 28 and Part of the Northwest Quarter of the Northeast Quarter of Section 33, all being situated in Township 28 North, Range 6 East of the Fourth Principal Meridian, Village of Lena, Stephenson County, Illinois, described as follows:

Beginning at the Northwest corner of said Plat No. 3 of Oak View Terrace Subdivision; thence North 89 degrees 23 minutes 43 seconds East along the north line of said Plat No. 3 of Oak View Terrace Subdivision and its easterly projection, 1887.59 feet to the east line of the West Half of the Southeast Quarter of Section 28; thence South 00 degrees 41 minutes 48 seconds East along the last named line, 1229.82 feet to the northeast corner of the parcel conveyed to Harold and Nicole Rood on August 22, 2016 by Warranty Deed as recorded at the Recorder's Office of Stephenson County, Illinois, in Document No. 201600153202; thence South 89 degrees 18 minutes 12 seconds West along the north line of last named parcel, 226.96 feet to the northwest corner of last named parcel; thence South 40 degrees 20 minutes 06 seconds West along the west line of last named parcel, 662.20 feet to the north line of Plat No. 1 of Oak View Terrace Subdivision, as recorded on July 1, 1997 in the Recorder's Office of Stephenson County, Illinois, in Book M of Plats, Pages 74-74A, Document No. 9877744; thence North 49 degrees 39 minutes 32 seconds West along the north line of said Plat No. 1 of Oak View Terrace Subdivision, 90.15 feet to the northwest corner of Lot 15 in said Plat No. 1 of Oak View Terrace Subdivision; thence North 24 degrees 02 minutes 13 seconds East along the east line of Lot 14 in said Plat No. 1 of Oak View Terrace Subdivision, 25.81 feet to the northeast corner of said Lot 14; thence North 82 degrees 25 minutes 40 seconds West along the north line of Lots 14 and 13 in said Plat No. 1 of Oak View Terrace Subdivision, 251.41 feet to the northwest corner of said Lot 13 and the east line of Plat No. 2 of Oak View Terrace Subdivision, as recorded on December 11, 2003 in the Recorder's Office of Stephenson County, Illinois, in Book M of Plats, Pages 157-157A, Document No. 51082; thence North 00 degrees 40 minutes 39 seconds West along the east line of said Plat No. 2 of Oak View Terrace Subdivision and the east line of said Plat No. 3 of Oak View Terrace Subdivision, 410.00 feet to the southeast corner of Lot 26 in said Plat No. 3 of Oak View Terrace Subdivision; thence South 89 degrees 19 minutes 21 seconds West along the south line of said Lot 26, 145.00 feet to the southwest corner of said Lot 26; thence North 00 degrees 40 minutes 29 seconds West along the west line of said Lot 26, 63.53 feet to a point on a curve; thence Northerly along the west line of said Lot 26 on a curve to the right having a radius of 355.00 feet, an arc length of 26.21 feet, a chord bearing North 01 degree 26 minutes 17 seconds East, and a chord length of 26.21 feet to the northwest corner of said Lot 26; thence North 54 degrees 18 minutes 41 seconds West, 68.94 feet to the northeast corner of Lot 30 in said Plat No. 3 of Oak View Terrace Subdivision; thence North 69 degrees 58 minutes 43 seconds West along the north line of said Lot 30, 167.20 feet to the northwest corner of said Lot 30; thence South 89 degrees 30 minutes 47 seconds West along the south line of Lots 32, 33, and 34 in said Plat No. 3 of Oak View Terrace Subdivision, 215.67 feet to the southwest corner of said Lot 34 and the west line of said Plat No. 3 of Oak View Terrace Subdivision; thence North 00 degrees 36 minutes 32 seconds West along the west line of said Plat No. 3 of Oak View Terrace Subdivision, 220.29 feet; thence South 89 degrees 33 minutes 16 seconds West along the south line of said Plat No. 3 of Oak View Terrace Subdivision, 230.82 feet; thence North 00 degrees 34 minutes 36 seconds West along the west line of said Plat No. 3 of Oak View Terrace Subdivision, 492.90 feet; thence North 38 degrees 40 minutes 39 seconds West along the west line of said Plat No. 3 of Oak View Terrace Subdivision, 180.85 feet; thence North 03 degrees 32 minutes 17 seconds West along the west line of said Plat No. 3 of Oak View Terrace Subdivision, 156.43 feet to the Point of Beginning, containing 51.62 acres, more or less.

EXCEPT Lots 32, 46, and 49 of said Plat No. 3 of Oak View Terrace Subdivision, being 1.18 acres.

CONNECTOR STRIP – 0.01 Acres: A 3-foot connector strip described as follows:
Part of the Southwest Quarter of the Southeast Quarter of Section 28, Township 28 North, Range 6 East of the Fourth Principal Meridian, Village of Lena, Stephenson County, Illinois, described as follows:
Beginning at the intersection of the centerline of Illinois Route 73 (Schuyler Street) and the East line of said Southwest Quarter of the Southeast Quarter of Section 28; thence Northerly along the east line of said Southwest Quarter of the Southeast Quarter of Section 28, 192 feet, more or less, to the northeast corner of the parcel conveyed to Harold and Nicole Rood on August 22, 2016 by Warranty Deed as recorded at the Recorder's Office of Stephenson County, Illinois, in Document No. 201600153202; thence Westerly along the north line of last named parcel, 3 feet; thence Southerly parallel with the east line of said Southwest Quarter of the Southeast Quarter of Section 28, 195 feet, more or less, to the centerline of Illinois Route 73 (Schuyler Street); thence Northeasterly along last named centerline, 4.5 feet, more or less, to the Point of Beginning.

SOUTHWEST LENA ADDITION TO ENTERPRISE ZONE – 34.32 Acres:
11-07-32-452-001, 11-07-32-452-002, 11-07-32-452-005, 11-07-32-052-006, & 11-07-32-452-007, 11-07-32-451-003, & 11-07-32-451-005

Lots 11, 12, 15, 16, and 17 in Plat No. 1 of Pleasant Hill Subdivision, as recorded on January 14, 2000 in the Recorder's Office of Stephenson County, Illinois, in Book M of Plats, Pages 111-111A, Document No. 449; Also, Part of the Southwest Quarter of the Southeast Quarter of Section 32, all being situated in Township 28 North, Range 6 East of the Fourth Principal Meridian, Village of Lena, Stephenson County, Illinois, described as follows:

Beginning at the Southwest corner of said Southeast Quarter of Section 32; thence North 00 degrees 42 minutes 34 seconds West along the west line of said Southwest Quarter of the Southeast Quarter of Section 32, 1325.71 feet to the northwest corner of said Southwest Quarter of the Southeast Quarter of Section 32; thence North 89 degrees 37 minutes 02 seconds East along the north line of said Southwest Quarter of the Southeast Quarter of Section 32, 881.52 feet; thence South 00 degrees 55 minutes 22 seconds East, 135.00 feet; thence North 89 degrees 37 minutes 02 seconds East, 389.00 feet; thence North 00 degrees 55 minutes 22 seconds West, 135.00 feet to the southeast corner of Lot 1 in Block 1 as designated upon the Plat of Leet & Hall's Addition to the Town of Lena and the north line of said Southwest Quarter of the Southeast Quarter of Section 32; thence North 89 degrees 37 minutes 02 seconds East along the north line of said Southwest Quarter of the Southeast Quarter of Section 32, 51.00 feet to the east line of said Southwest Quarter of the Southeast Quarter of Section 32; thence South 00 degrees 55 minutes 19 seconds East along last named line, 508.75 feet to the northeast corner of Lot 10 in said Plat No. 1 of Pleasant Hill Subdivision; thence South 89 degrees 17 minutes 27 seconds West along the north line of said Lot 10, 138.39 feet to the northwest corner of said Lot 10; thence South 52 degrees 28 minutes 41 seconds West along the north line of said Plat No. 1 of Pleasant Hill Subdivision, 74.94 feet to the northeast corner of said Lot 11; thence South 00 degrees 42 minutes 33 seconds East along the east line of said Lots 11 and 12, 150.00 feet to the southeast corner of said Lot 12; thence South 89 degrees 17 minutes 27 seconds West along the south line of said Lot 12, 135.00 feet to the southwest corner of said Lot 12; thence South 00 degrees 42 minutes 33 seconds East along the west line of said Plat No. 1 of Pleasant Hill Subdivision, 150.00 feet to the northwest corner of said Lot 15; thence North 89 degrees 17 minutes 27 seconds East along the north line of said Lot 15, 135.00 feet to the northeast corner of said Lot 15; thence South 00 degrees 42 minutes 33 seconds East along the east line of said Lots 15, 16, and 17, 240.00 feet to the southeast corner of said Lot 17; thence South 89 degrees 17 minutes 27 seconds West along the south line of said Lot 17, 135.00 feet to the southwest corner of said Lot 17; thence South 30 degrees 57 minutes 56 seconds East along the west line of said Plat No. 1 of Pleasant Hill Subdivision, 69.46 feet to the northwest corner of Lot 18 in said Plat No. 1 of Pleasant Hill Subdivision; thence South 00 degrees 42 minutes 33 seconds East along the west line of said Lot 18 and its southerly projection, 167.71 feet to the south line of said Southeast Quarter of Section 32; thence South 89 degrees 28 minutes 07 seconds West along last named line, 1025.00 feet to the Point of Beginning containing 34.32 acres, more or less.

CONNECTOR STRIP – 0.41 Acres: Part of the Southeast Quarter and the Southwest Quarter of Section 33 and Part of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 32, all being situated in Township 28 North, Range 6 East of the Fourth Principal Meridian, Village of Lena, Stephenson County, Illinois, described as follows: Beginning at the intersection of the centerline of State Aid Route 6 (aka Stagecoach Road, aka Galena Road, aka Lena Street) and the south line of said Southeast Quarter of Section 33; thence Westerly along the south line of said Section 33 and the south line of said Section 32, 6005 feet, more or less to the southwest corner of Plat No. 1 of Pleasant Hill Subdivision, as recorded on January 14, 2000 in the Recorder's Office of Stephenson County, Illinois, in Book M of Plats, Pages 111-111A, Document No. 449; thence North along the west line of said Plat No. 1 of Pleasant Hill Subdivision, 3 feet; thence Easterly parallel with the south line of said Section 32 and the south line of said Section 33, 6003 feet, more or less, to the centerline of State Aid Route 6; thence Southeasterly along the centerline of State Aid Route 6, 4 feet, more or less, to the Point of Beginning.

LENA ADDITION - LILES TO ENTERPRISE ZONE – 26.969 Acres: 11-07-28-300-030
A part of the West Half of the Southwest Quarter of Section 28, Township 28 North, Range 6 East of the Fourth Principal Meridian, Stephenson County, Illinois, more particularly described as follows:

Commencing at an iron rod at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 28; thence South 01 degrees 01 minutes 22 seconds East, along the West line thereof, a distance of 999.86 feet to the True Point of Beginning of the Parcel herein described as follows:

thence South 01 degrees 01 minutes 22 seconds East, along the West line of the Southwest Quarter of Section 28, a distance of 688.55 feet (688.41 feet deeded) to the Southwest corner of the North 11 acres of the Southwest Quarter of the Southwest Quarter of said Section 28; thence North 89 degrees 07 minutes 13 seconds East, along the South line thereof, a distance of 1054.18 feet (1054.48 feet deeded) to the Southwest corner of the parcel of land conveyed to Lena Golf Club, Inc, with Quit Claim Deed recorded as Document No. 9859737 in the Office of the Stephenson County Recorder; thence North 35 degrees 05 minutes 26 seconds East, along the Westerly line thereof, a distance of 271.80 feet (271.92 feet deeded); thence North 10 degrees 38 minutes 22 seconds East, along said Westerly line of the Lena Golf Club, Inc. parcel, a distance of 547.86 feet (547.78 feet deeded) to the East line of the Northwest Quarter of the Southwest Quarter of Section 28; thence North 00 degrees 54 minutes 39 seconds West, along said East line, a distance of 473.15 feet to the Southeast corner of an existing parcel owned by Daniel Harnish; thence South 75 degrees 35 minutes 24 seconds West, along the South line thereof, a distance of 163.36 feet (163.27 feet deeded); thence South 62 degrees 12 minutes 00 seconds West, along the Southerly line of said Harnish parcel, a distance of 452.50 feet (452.63 feet deeded); thence South 67 degrees 32 minutes 57 seconds West, along said Southerly parcel line, a distance of 144.59 feet (144.49 feet deeded) to the Southwest corner of said Harnish parcel; thence South 85 degrees 31 minutes 53 seconds West, a distance of 193.46 feet to a point on the East line of an existing parcel owned by Teresa Stamm; thence South 01 degrees 00 minutes 34 seconds East, along said East line, a distance of 232.16 feet to the Southeast corner of said Stamm parcel; thence South 89 degrees 00 minutes 19 seconds West, along the South line thereof, a distance of 435.39 feet (435.60 feet deeded) to the Point of Beginning, containing 26.819 acres.

CONNECTOR STRIP – 0.15 Acres: A 3-foot connector strip described as follows:
Part of the Northwest Quarter of Section 33 and Part of the Southwest Quarter of Section 28, all being in Township 28 North, Range 6 East of the Fourth Principal Meridian, Village of Lena, Stephenson County, Illinois, described as follows: Beginning at the intersection of the centerline of Galena Road (Lena Street) in the Village of Lena and the West line of said Northwest Quarter of Section 33; thence Northerly along the west line of said Northwest Quarter of Section 33 and the west line of the Southwest Quarter of Section 28, 2112 feet, more or less, to the southwet corner of the parcel conveyed to Jared Liles and Amanda Dunham on April 28, 2023 by Corporation Warranty Deed as recorded at the Recorder's Office of Stephenson County, Illinois, in Document No. 202300195621; thence Easterly along the south line of last named parcel, 3 feet; thence Southerly parallel with the west line of said Southwest Quarter of Section of Section 28 and the Northwest Quarter of Section 33, 2114 feet, more or less, to the centerline of Galena Road (Lena Street); thence Northwesterly along last named centerline, 4 feet, more or less, to the Point of Beginning.

R2026-

JO DAVIESS COUNTY, ILLINOIS

A RESOLUTION TO AUTHORIZE AN AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION OF AN ENTERPRISE ZONE

WHEREAS, the Intergovernmental Agreement for the Operation of an Enterprise Zone (hereinafter referred to as the "Agreement") between the County of Stephenson, County of Jo Daviess, City of Freeport, City of East Dubuque, Village of Hanover and Village of Lena was executed from November 13, 2018 to December 10, 2018, and

WHEREAS, Section 2 of the Agreement includes a Description of the Zone; and

WHEREAS, the City of Freeport, Stephenson County, Village of Hanover, Jo Daviess County, City of East Dubuque and Village of Lena wish to add 112.23 acres, more or less, to the Northwest Illinois Enterprise Zone; and

WHEREAS, The Village of Lena, IL is small rural community in Northwest Illinois. The village desires to reverse population loss and recruit new residents to increase the available workforce. To do so, the village needs more housing. Currently, the cost of construction related to the local market for new housing is not supported by traditional financing. Expanding the Enterprise Zone will provide essential incentives to attract developers and investors, ensuring that we can meet this demand while supporting economic growth and improving the quality of life for our residents; and

WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as "DCEO") requires that Section 2 of the Agreement must be amended to include the description of the 112.23 acres, more or less, to be added to the Northwest Illinois Enterprise Zone in addition to the approval of all six units of government, City of Freeport, Stephenson County, Village of Hanover, City of East Dubuque, Jo Daviess County and Village of Lena adopting ordinances amending the boundaries of the joint Northwest Illinois Certified Enterprise Zone.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF JO DAVIESS, ILLINOIS that Section 2 of the Agreement is hereby amended to add the proposed expansion of the Enterprise Zone as described on the attached map and legal description, which is marked as "Exhibit A", attached hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that all Resolutions or motions in conflict with this Resolution are repealed insofar as they conflict; and

BE IT FURTHER RESOLVED if any section, clause or provision of this Resolution be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Resolution as a whole or any part thereof, other than the part so declared to be invalid, and this County Board expressly declares that it would have enacted this Resolution even with the invalid portion deleted.

PRESENTED, APPROVED AND ADOPTED by the Jo Daviess County Board on this 14th day of July, 2026.

_____ Attest: _____

LaDon Trost
Chairperson, Jo Daviess County Board

Dana Timmerman
County Clerk

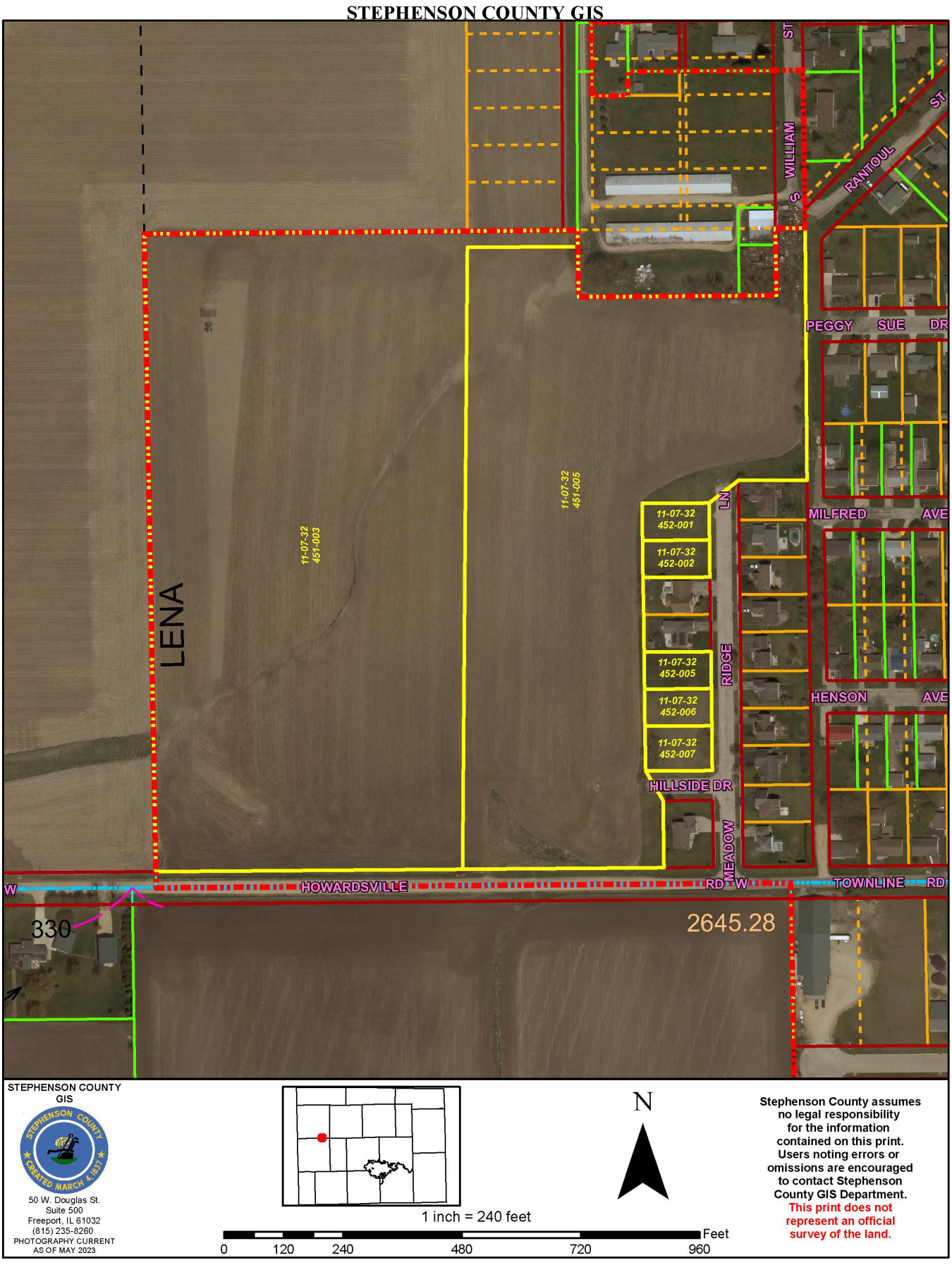

STEPHENSON COUNTY GIS
LENA
WILLIAM ST
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MEADOW
HILLSIDE DR
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Exhibit A

Exhibit A

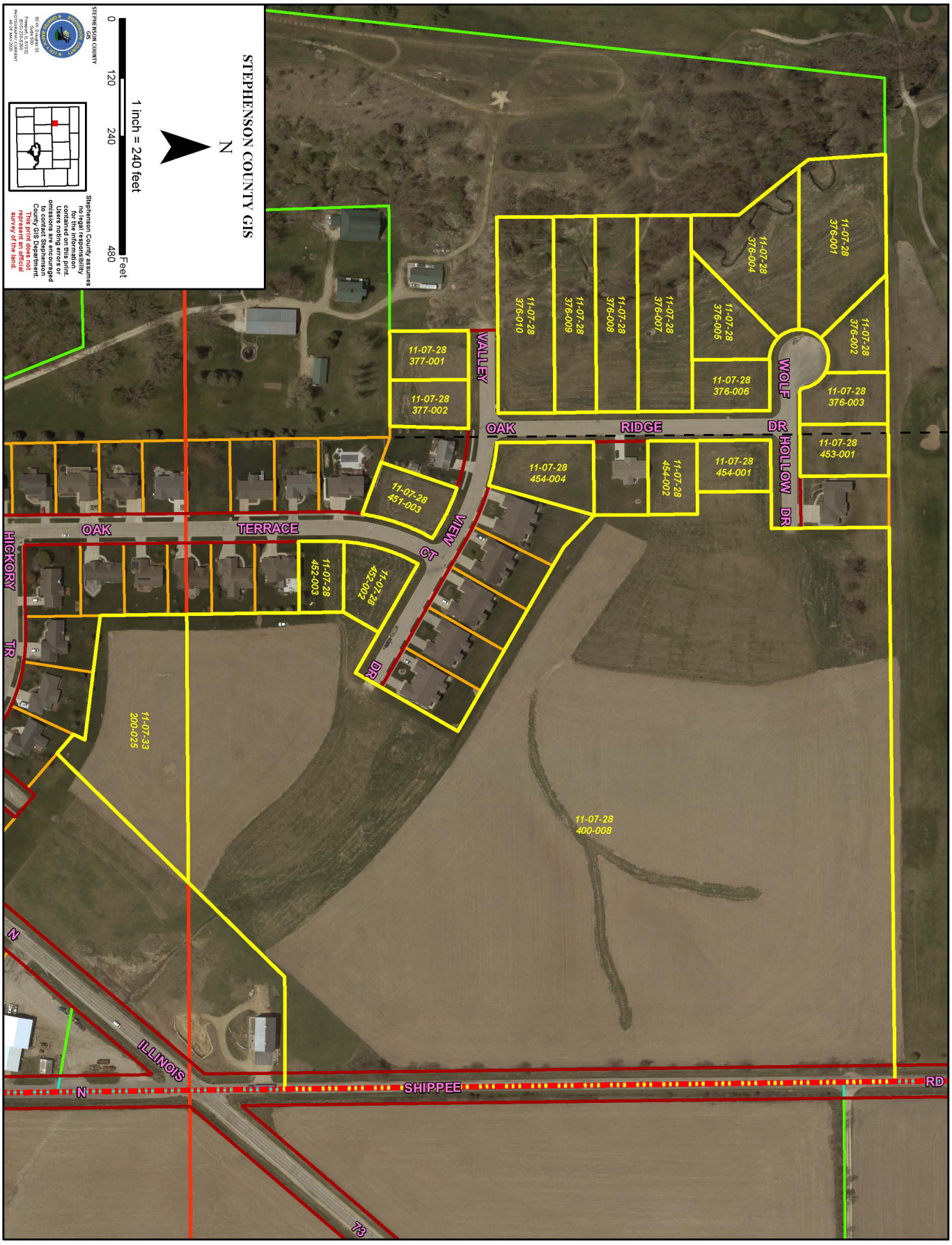

STEPHENSON COUNTY GIS
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Stephenson County assumes no legal responsibility for the information contained on this print. Users are encouraged to contact Stephenson County GIS Department.
This product does not represent an official survey of the land.
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VALLEY
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SHIPPEE
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73

Exhibit A

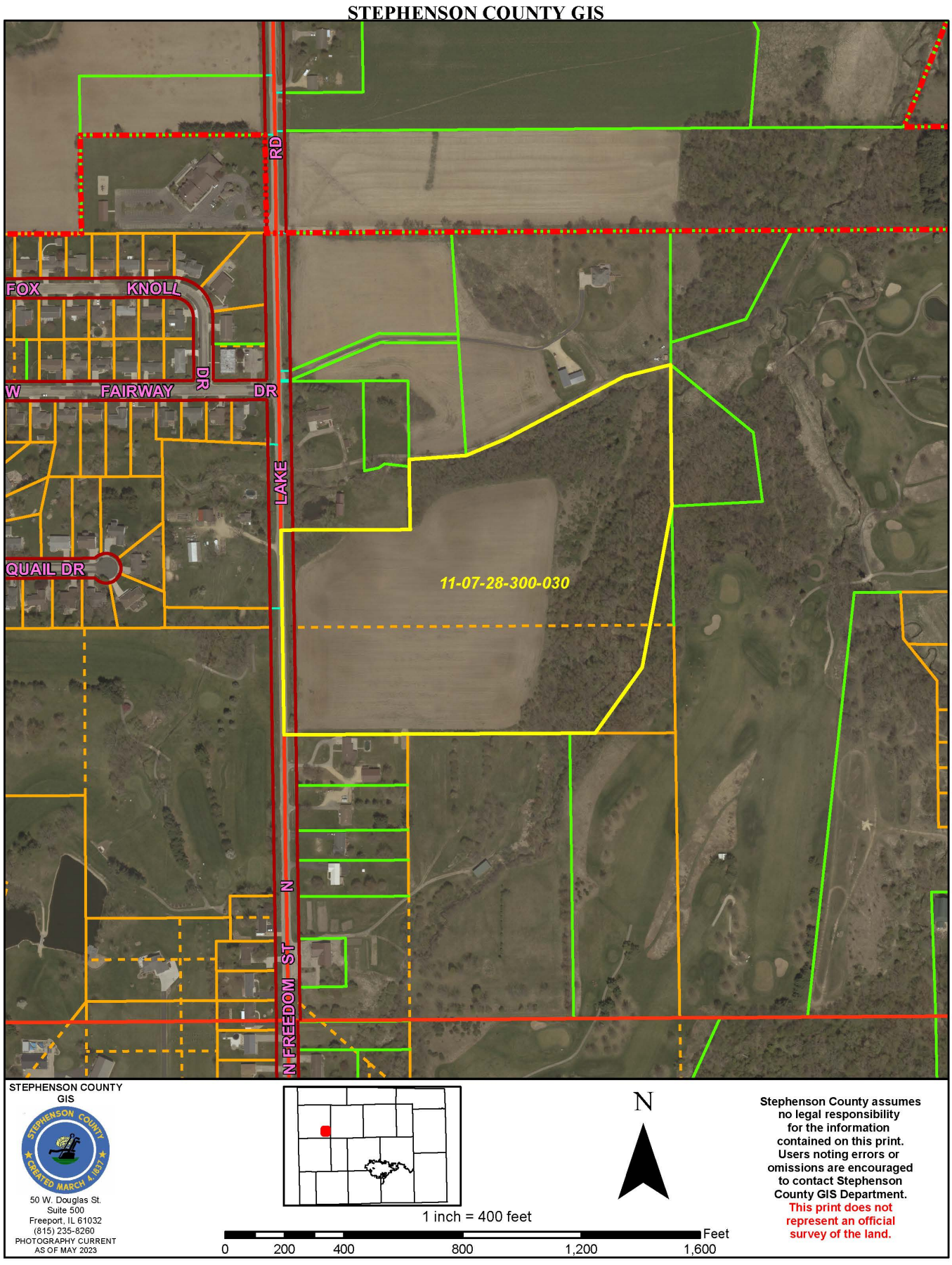

STEPHENSON COUNTY GIS
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FOX
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QUAIL DR
11-07-28-300-030
N FREEDOM ST
STEPHENSON COUNTY GIS
50 W. Douglas St.
Suite 500
Freeport, IL 61032
(815) 235-8260
PHOTOGRAPHY CURRENT
AS OF MAY 2023
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This print does not represent an official survey of the land.

Exhibit A

Legal Description

NORTHEAST LENA ADDITION TO ENTERPRISE ZONE – 50.44 Acres:
11-07-28-376-001, 11-07-28-376-002, 11-07-28-376-003, 11-07-28-376-004, 11-07-28-376-005, 11-07-28-376-006, 11-07-28-376-007, 11-07-28-376-008, 11-07-28-376-009, 11-07-28-376-010, 11-07-28-377-001, 11-07-28-377-002, 11-07-28-451-003, 11-07-28-452-002, 11-07-28-452-003, 11-07-28-453-001, 11-07-28-454-001, 11-07-28-454-002, 11-07-28-454-004, 11-07-28-400-008 & 11-07-33-200-025

Part of Oak View Terrace Subdivision Plat 3, as recorded on June 29, 2006 in the Recorder's Office of Stephenson County, Illinois, in Book M of Plats, Pages 189-189A, Document No. 77523; Also, Part of the Southwest Quarter of the Southeast Quarter of Section 28 and Part of the Northwest Quarter of the Northeast Quarter of Section 33, all being situated in Township 28 North, Range 6 East of the Fourth Principal Meridian, Village of Lena, Stephenson County, Illinois, described as follows:

Beginning at the Northwest corner of said Plat No. 3 of Oak View Terrace Subdivision; thence North 89 degrees 23 minutes 43 seconds East along the north line of said Plat No. 3 of Oak View Terrace Subdivision and its easterly projection, 1887.59 feet to the east line of the West Half of the Southeast Quarter of Section 28; thence South 00 degrees 41 minutes 48 seconds East along the last named line, 1229.82 feet to the northeast corner of the parcel conveyed to Harold and Nicole Rood on August 22, 2016 by Warranty Deed as recorded at the Recorder's Office of Stephenson County, Illinois, in Document No. 201600153202; thence South 89 degrees 18 minutes 12 seconds West along the north line of last named parcel, 226.96 feet to the northwest corner of last named parcel; thence South 40 degrees 20 minutes 06 seconds West along the west line of last named parcel, 662.20 feet to the north line of Plat No. 1 of Oak View Terrace Subdivision, as recorded on July 1, 1997 in the Recorder's Office of Stephenson County, Illinois, in Book M of Plats, Pages 74-74A, Document No. 9877744; thence North 49 degrees 39 minutes 32 seconds West along the north line of said Plat No. 1 of Oak View Terrace Subdivision, 90.15 feet to the northwest corner of Lot 15 in said Plat No. 1 of Oak View Terrace Subdivision; thence North 24 degrees 02 minutes 13 seconds East along the east line of Lot 14 in said Plat No. 1 of Oak View Terrace Subdivision, 25.81 feet to the northeast corner of said Lot 14; thence North 82 degrees 25 minutes 40 seconds West along the north line of Lots 14 and 13 in said Plat No. 1 of Oak View Terrace Subdivision, 251.41 feet to the northwest corner of said Lot 13 and the east line of Plat No. 2 of Oak View Terrace Subdivision, as recorded on December 11, 2003 in the Recorder's Office of Stephenson County, Illinois, in Book M of Plats, Pages 157-157A, Document No. 51082; thence North 00 degrees 40 minutes 39 seconds West along the east line of said Plat No. 2 of Oak View Terrace Subdivision and the east line of said Plat No. 3 of Oak View Terrace Subdivision, 410.00 feet to the southeast corner of Lot 26 in said Plat No. 3 of Oak View Terrace Subdivision; thence South 89 degrees 19 minutes 21 seconds West along the south line of said Lot 26, 145.00 feet to the southwest corner of said Lot 26; thence North 00 degrees 40 minutes 29 seconds West along the west line of said Lot 26, 63.53 feet to a point on a curve; thence Northerly along the west line of said Lot 26 on a curve to the right having a radius of 355.00 feet, an arc length of 26.21 feet, a chord bearing North 01 degree 26 minutes 17 seconds East, and a chord length of 26.21 feet to the northwest corner of said Lot 26; thence North 54 degrees 18 minutes 41 seconds West, 68.94 feet to the northeast corner of Lot 30 in said Plat No. 3 of Oak View Terrace Subdivision; thence North 69 degrees 58 minutes 43 seconds West along the north line of said Lot 30, 167.20 feet to the northwest corner of said Lot 30; thence South 89 degrees 30 minutes 47 seconds West along the south line of Lots 32, 33, and 34 in said Plat No. 3 of Oak View Terrace Subdivision, 215.67 feet to the southwest corner of said Lot 34 and the west line of said Plat No. 3 of Oak View Terrace Subdivision; thence North 00 degrees 36 minutes 32 seconds West along the west line of said Plat No. 3 of Oak View Terrace Subdivision, 220.29 feet; thence South 89 degrees 33 minutes 16 seconds West along the south line of said Plat No. 3 of Oak View Terrace Subdivision, 230.82 feet; thence North 00 degrees 34 minutes 36 seconds West along the west line of said Plat No. 3 of Oak View Terrace Subdivision, 492.90 feet; thence North 38 degrees 40 minutes 39 seconds West along the west line of said Plat No. 3 of Oak View Terrace Subdivision, 180.85 feet; thence North 03 degrees 32 minutes 17 seconds West along the west line of said Plat No. 3 of Oak View Terrace Subdivision, 156.43 feet to the Point of Beginning, containing 51.62 acres, more or less.

EXCEPT Lots 32, 46, and 49 of said Plat No. 3 of Oak View Terrace Subdivision, being 1.18 acres.

CONNECTOR STRIP – 0.01 Acres: A 3-foot connector strip described as follows:
Part of the Southwest Quarter of the Southeast Quarter of Section 28, Township 28 North, Range 6 East of the Fourth Principal Meridian, Village of Lena, Stephenson County, Illinois, described as follows:

Beginning at the intersection of the centerline of Illinois Route 73 (Schuyler Street) and the East line of said Southwest Quarter of the Southeast Quarter of Section 28; thence Northerly along the east line of said Southwest Quarter of the Southeast Quarter of Section 28, 192 feet, more or less, to the northeast corner of the parcel conveyed to Harold and Nicole Rood on August 22, 2016 by Warranty Deed as recorded at the Recorder's Office of Stephenson County, Illinois, in Document No. 201600153202; thence Westerly along the north line of last named parcel, 3 feet; thence Southerly parallel with the east line of said Southwest Quarter of the Southeast Quarter of Section 28, 195 feet, more or less, to the centerline of Illinois Route 73 (Schuyler Street); thence Northeasterly along last named centerline, 4.5 feet, more or less, to the Point of Beginning.

SOUTHWEST LENA ADDITION TO ENTERPRISE ZONE – 34.32 Acres:
11-07-32-452-001, 11-07-32-452-002, 11-07-32-452-005, 11-07-32-052-006, & 11-07-32-452-007, 11-07-32-451-003, & 11-07-32-451-005

Lots 11, 12, 15, 16, and 17 in Plat No. 1 of Pleasant Hill Subdivision, as recorded on January 14, 2000 in the Recorder's Office of Stephenson County, Illinois, in Book M of Plats, Pages 111-111A, Document No. 449; Also, Part of the Southwest Quarter of the Southeast Quarter of Section 32, all being situated in Township 28 North, Range 6 East of the Fourth Principal Meridian, Village of Lena, Stephenson County, Illinois, described as follows:

Beginning at the Southwest corner of said Southeast Quarter of Section 32; thence North 00 degrees 42 minutes 34 seconds West along the west line of said Southwest Quarter of the Southeast Quarter of Section 32, 1325.71 feet to the northwest corner of said Southwest Quarter of the Southeast Quarter of Section 32; thence North 89 degrees 37 minutes 02 seconds East along the north line of said Southwest Quarter of the Southeast Quarter of Section 32, 881.52 feet; thence South 00 degrees 55 minutes 22 seconds East, 135.00 feet; thence North 89 degrees 37 minutes 02 seconds East, 389.00 feet; thence North 00 degrees 55 minutes 22 seconds West, 135.00 feet to the southeast corner of Lot 1 in Block 1 as designated upon the Plat of Leet & Hall's Addition to the Town of Lena and the north line of said Southwest Quarter of the Southeast Quarter of Section 32; thence North 89 degrees 37 minutes 02 seconds East along the north line of said Southwest Quarter of the Southeast Quarter of Section 32, 51.00 feet to the east line of said Southwest Quarter of the Southeast Quarter of Section 32; thence South 00 degrees 55 minutes 19 seconds East along last named line, 508.75 feet to the northeast corner of Lot 10 in said Plat No. 1 of Pleasant Hill Subdivision; thence South 89 degrees 17 minutes 27 seconds West along the north line of said Lot 10, 138.39 feet to the northwest corner of said Lot 10; thence South 52 degrees 28 minutes 41 seconds West along the north line of said Plat No. 1 of Pleasant Hill Subdivision, 74.94 feet to the northeast corner of said Lot 11; thence South 00 degrees 42 minutes 33 seconds East along the east line of said Lots 11 and 12, 150.00 feet to the southeast corner of said Lot 12; thence South 89 degrees 17 minutes 27 seconds West along the south line of said Lot 12, 135.00 feet to the southwest corner of said Lot 12; thence South 00 degrees 42 minutes 33 seconds East along the west line of said Plat No. 1 of Pleasant Hill Subdivision, 150.00 feet to the northwest corner of said Lot 15; thence North 89 degrees 17 minutes 27 seconds East along the north line of said Lot 15, 135.00 feet to the northeast corner of said Lot 15; thence South 00 degrees 42 minutes 33 seconds East along the east line of said Lots 15, 16, and 17, 240.00 feet to the southeast corner of said Lot 17; thence South 89 degrees 17 minutes 27 seconds West along the south line of said Lot 17, 135.00 feet to the southwest corner of said Lot 17; thence South 30 degrees 57 minutes 56 seconds East along the west line of said Plat No. 1 of Pleasant Hill Subdivision, 69.46 feet to the northwest corner of Lot 18 in said Plat No. 1 of Pleasant Hill Subdivision; thence South 00 degrees 42 minutes 33 seconds East along the west line of said Lot 18 and its southerly projection, 167.71 feet to the south line of said Southeast Quarter of Section 32; thence South 89 degrees 28 minutes 07 seconds West along last named line, 1025.00 feet to the Point of Beginning containing 34.32 acres, more or less.

CONNECTOR STRIP – 0.41 Acres: Part of the Southeast Quarter and the Southwest Quarter of Section 33 and Part of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 32, all being situated in Township 28 North, Range 6 East of the Fourth Principal Meridian, Village of Lena, Stephenson County, Illinois, described as follows:
Beginning at the intersection of the centerline of State Aid Route 6 (aka Stagecoach Road, aka Galena Road, aka Lena Street) and the south line of said Southeast Quarter of Section 33; thence Westerly along the south line of said Section 33 and the south line of said Section 32, 6005 feet, more or less to the southwest corner of Plat No. 1 of Pleasant Hill Subdivision, as recorded on January 14, 2000 in the Recorder's Office of Stephenson County, Illinois, in Book M of Plats, Pages 111-111A, Document No. 449; thence North along the west line of said Plat No. 1 of Pleasant Hill Subdivision, 3 feet; thence Easterly parallel with the south line of said Section 32 and the south line of said Section 33, 6003 feet, more or less, to the centerline of State Aid Route 6; thence Southeasterly along the centerline of State Aid Route 6, 4 feet, more or less, to the Point of Beginning.

LENA ADDITION - LILES TO ENTERPRISE ZONE – 26.969 Acres: 11-07-28-300-030
A part of the West Half of the Southwest Quarter of Section 28, Township 28 North, Range 6 East of the Fourth Principal Meridian, Stephenson County, Illinois, more particularly described as follows:

Commencing at an iron rod at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 28; thence South 01 degrees 01 minutes 22 seconds East, along the West line thereof, a distance of 999.86 feet to the True Point of Beginning of the Parcel herein described as follows:

thence South 01 degrees 01 minutes 22 seconds East, along the West line of the Southwest Quarter of Section 28, a distance of 688.55 feet (688.41 feet deeded) to the Southwest corner of the North 11 acres of the Southwest Quarter of the Southwest Quarter of said Section 28; thence North 89 degrees 07 minutes 13 seconds East, along the South line thereof, a distance of 1054.18 feet (1054.48 feet deeded) to the Southwest corner of the parcel of land conveyed to Lena Golf Club, Inc, with Quit Claim Deed recorded as Document No. 9859737 in the Office of the Stephenson County Recorder; thence North 35 degrees 05 minutes 26 seconds East, along the Westerly line thereof, a distance of 271.80 feet (271.92 feet deeded); thence North 10 degrees 38 minutes 22 seconds East, along said Westerly line of the Lena Golf Club, Inc. parcel, a distance of 547.86 feet (547.78 feet deeded) to the East line of the Northwest Quarter of the Southwest Quarter of Section 28; thence North 00 degrees 54 minutes 39 seconds West, along said East line, a distance of 473.15 feet to the Southeast corner of an existing parcel owned by Daniel Harnish; thence South 75 degrees 35 minutes 24 seconds West, along the South line thereof, a distance of 163.36 feet (163.27 feet deeded); thence South 62 degrees 12 minutes 00 seconds West, along the Southerly line of said Harnish parcel, a distance of 452.50 feet (452.63 feet deeded); thence South 67 degrees 32 minutes 57 seconds West, along said Southerly parcel line, a distance of 144.59 feet (144.49 feet deeded) to the Southwest corner of said Harnish parcel; thence South 85 degrees 31 minutes 53 seconds West, a distance of 193.46 feet to a point on the East line of an existing parcel owned by Teresa Stamm; thence South 01 degrees 00 minutes 34 seconds East, along said East line, a distance of 232.16 feet to the Southeast corner of said Stamm parcel; thence South 89 degrees 00 minutes 19 seconds West, along the South line thereof, a distance of 435.39 feet (435.60 feet deeded) to the Point of Beginning, containing 26.819 acres.

CONNECTOR STRIP – 0.15 Acres: A 3-foot connector strip described as follows:
Part of the Northwest Quarter of Section 33 and Part of the Southwest Quarter of Section 28, all being in Township 28 North, Range 6 East of the Fourth Principal Meridian, Village of Lena, Stephenson County, Illinois, described as follows:
Beginning at the intersection of the centerline of Galena Road (Lena Street) in the Village of Lena and the West line of said Northwest Quarter of Section 33; thence Northerly along the west line of said Northwest Quarter of Section 33 and the west line of the Southwest Quarter of Section 28, 2112 feet, more or less, to the southwest corner of the parcel conveyed to Jared Liles and Amanda Dunham on April 28, 2023 by Corporation Warranty Deed as recorded at the Recorder’s Office of Stephenson County, Illinois, in Document No. 202300195621; thence Easterly along the south line of last named parcel, 3 feet; thence Southerly parallel with the west line of said Southwest Quarter of Section of Section 28 and the Northwest Quarter of Section 33, 2114 feet, more or less, to the centerline of Galena Road (Lena Street); thence Northwesterly along last named centerline, 4 feet, more or less, to the Point of Beginning.

Agreement For General Public Transportation
Between the City of Galena and Jo Daviess
County Transit

**Subject to Approval of the County Board **

The Agreement is made and entered into on this_____day of_____by and between the the Cityof Galena, a Municipal Corporation (hereinafter called "City"), and Jo Daviess County Transit (hereinafter called “County”), a County General Public Transportation System.

Recitals:

WHERAS, County and the City of Galena support the access to, and availability of, public transportation in the City of Galena through grant funding allocated by the Illinois Department of Transportation; and

WHEREAS, County has certain assets which may be used to provide General Public Transportation Service; and

WHEREAS, City desires to expand its General Public Transportation Service; and

WHEREAS, County has been approved by the City to provide transportation service in the City of Galena; and

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants herein contained, City and Jo Daviess County Transit hereby agree as follows:

Section 1: Term of Agreement

The term of this agreement shall be from July 2026 through July 2027.

Section 2: Scope of Service

Jo Daviess County Transit agrees to provide general public transportation service for the City as follows:

A. Demand/Response - Curb to Curb and Origin to Destination upon Request.

B. Jo Daviess County Transit shall continue current service and expand service as needed to meet the general public's transportation needs within the City limits.

The scheduled expanded service will start at 6:00 A.M. and end at 6:00P.M. on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays during the term of this agreement.

The service will not operate on any of the following holidays that may occur during the service period: New Year’s Day, Martin Luther King, Jr. Day, Lincoln’s Birthday, Washington’s Birthday, Spring Holiday, Memorial Day, Juneteenth Independence Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day nor the day after, Christmas Eve, and Christmas Day.

A. Labor and Costs: County will be responsible for all costs and expenses including insurance, equipment, and repairs during the term of this agreement. The City will be responsible for paying a sum of $9,996.00.

B. Equipment: County will use a 14 passenger, handicapped accessible lift equipped vehicle to provide service. Other handicapped accessible vehicles may be used for service with agreement of the parties and approval by the Illinois Department of Transportation.

C. Vehicles: The vehicles will be licensed in the State of Illinois and shall operate in compliance with all applicable State and Federal regulations and requirements for licensing, inspections, and insurance for public transportation. All vehicles must be kept in proper repair and sanitary condition. Each vehicle shall bear the name and telephone number of the Jo Daviess County Transit System.

D. Drivers: County shall use only trained employees. County shall further certify that each employee assigned to drive a vehicle, possesses a valid license or other such licenses as may be required by law or regulation.

E. Employee Appearance: County shall require employees to be courteous at all times, clothing shall be as neat and clean as practical.

F. Fares: During the term of this Agreement, County agrees to charge no separate fare for each passenger trip.

Section 3 Schedule of Performance

County shall perform those services set forth in Section 2 entitled Scope of Service. The Schedule of Performance may be modified by mutual written agreement of the City and County. If County fails to materially perform under the Schedule of Performance, the City may exercise its rights as specified in Section 10.

Section 4: Funding

The County shall be compensated by the City a sum of $9,996.00 for full performance of the terms of this Agreement. Said sum shall be payable per County billing invoice during the term of the Agreement in the full amount of each month of service.

Section 5: Jo Daviess County Transit

County shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. County shall have exclusive right to control the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between City and County.

Section 6: Non-Assignment

County shall not assign, transfer or convey this Agreement or County's rights, duties or obligations hereunder or any part thereof without the pervious written consent of the City. In the event County attempts to assign, transfer, convey or otherwise alter this Agreement or County's rights, duties or obligations hereunder or any part thereof without the prior written consent of the City, City may, atthis option, terminate this Agreement immediately.

Section 7: Insurance

County shall obtain and maintain throughout the term of this Agreement, at County's sole cost and expense, not less than a $1,000,000.00 liability insurance policy with a $1,000,000.00 umbrella insurance policy. Both parties shall list the other as additional insureds under each of their relevant insurance policies.

Section 8: Indemnification and Hold Harmless

County and City mutually agree to indemnify and hold harmless each other including their officers, employees, agents and servants (except for acts of gross negligence or willful misconduct), from and against any and all liability, claims, demands, actions or suits of whatever character or kind, arising or resulting from, or in any way connected with, performance under this Agreement.

Section 9: City's Obligations

During the duration of this Agreement, the City agrees to:

A. Grant Jo Daviess County Transit vehicles access to any and all City streets for boarding and disembarking purposes.

B. Pay County the full amount of invoices within 30 days of the invoice date.

Section 10: Terminations

A. In the event either party to this Agreement defaults in the performance of any of the agreements, obligations, or covenants to be kept, done or performed under the terms of this Agreement, the party alleged to be in default shall be notified in writing of the nature of such default. Within five (5) days following such notice, the party alleged to be in default shall:

   Correct the fault; or in the case of a default not capable of being corrected within 5 days, commence correcting the default with due diligence on terms and conditions acceptable to both parties.

B. In the event either party fails to correct the default as provided above, the non-defaulting party, without further notice, shall have all the following rights and remedies which the non-defaulting party may exercise singly or in combination;

   The right to declare that this Agreement together with all rights granted hereunder are terminated, effective upon such date as the non-defaulting party shall designate.

   The right to enter into an agreement with others, to perform the services otherwise to be performed by County hereunder, or to perform such services itself.

Section 11: Notices

All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

City:	City Administrator, Matt Oldenburg 101 Green Street, Galena, IL. 61036
County:	County Administrator, Angela Kaiser Jo Daviess County 330 N. Bench Street, Galena IL. 61036
	Transit Director/PCOM, Nicole Hermsen Jo Daviess County Transit 710 S. West Street, Galena, IL 61036

Or such other address as the parties may designate in writing.

Section 12: Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision of any other provision.

Section 13: Amendment

This Agreement may be modified or amended only by a written agreement duly executed by both parties hereto or their representatives.

Section 14: Termination

This Agreement may be terminated in whole or in part by either party following a 15-day written notice to the other party of such intent to terminate.

Section 15: Entirety

This Agreement contains the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

Section 16: Choice of Law and Venue

This Agreement shall be subject to and construed under the laws of the State of Illinois. Venue for any action arising from this Agreement shall lie in the Circuit Court of Jo Daviess County, Illinois.

City of Galena, a Municipal Corporation

_____ Dated: _____
Mayor

Attest to:

_____ Dated: _____
City Clerk

Jo Daviess County Transit

_____ Dated: _____
County Board Chairperson

Attest to:

_____ Dated: _____
County Clerk

Agreement For General Public Transportation
Between Rosecrance and Jo Daviess County
Transit

The Agreement is made and entered into on this 17 day of June 2026 by and the Rosecrance, (hereinafter called "Rosecrance"), and Jo Daviess County Transit (hereinafter called “County”), a County General Public Transportation System.

Recitals:

WHERAS, County and Rosecrance support the access to, and availability of, public transportation through grant funding allocated by the Illinois Department of Transportation; and

WHEREAS, County has certain assets which may be used to provide General Public Transportation Service; and

WHEREAS, Rosecrance desires to expand its General Public Transportation Service; and

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants herein contained, Rosecrance and Jo Daviess County Transit hereby agree as follows:

Section 1: Term of Agreement

The term of this agreement shall be from July 1, 2026 through July 31, 2027.

Section 2: Scope of Service

Jo Daviess County Transit agrees to provide general public transportation service for the Rosecrance as follows:

A. Demand/Response - Curb to Curb and Origin to Destination upon Request.

B. Jo Daviess County Transit shall continue current service and expand service to patients and as needed to meet the general public's transportation needs of Rosecrance.

C. Rosecrance will coordinate with Transit to provide specific details regarding the passengers and their specific needs in regards to transportation.

The service will not operate on any of the following holidays that may occur during the service period: New Year’s Day, Martin Luther King, Jr. Day, Lincoln’s Birthday, Washington’s Birthday, Spring Holiday, Memorial Day, Juneteenth Independence Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran’s Day, Thanksgiving Day nor the day after, Christmas Eve, and Christmas Day.

A. Labor and Costs: County will be responsible for all costs and expenses including insurance, equipment, and repairs during the term of this agreement. Rosecrance will be responsible for paying a rate of $4.00 per passenger, per trip within Jo Daviess County. County will send Rosecrance monthly invoices by County for the total cost of its passengers' trips for each month.

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B. Equipment: County will use a 14 passenger, handicapped accessible lift equipped vehicle to provide service. Other handicapped accessible vehicles may be used for service with agreement of the parties and approval by the Illinois Department of Transportation.

C. Vehicles: The vehicles will be licensed in the State of Illinois and shall operate in compliance with all applicable State and Federal regulations and requirements for licensing, inspections, and insurance for public transportation. All vehicles must be kept in proper repair and sanitary condition. Each vehicle shall bear the name and telephone number of the Jo Daviess County Transit System.

D. Drivers: County shall use only trained employees. County shall further certify that each employee assigned to drive a vehicle, possesses a valid license or other such licenses as may be required by law or regulation.

E. Employee Appearance: County shall require employees to be courteous at all times; clothing shall be as neat and clean as practical.

F. Fares: During the term of this Agreement, County agrees to charge Rosecrance each month the previous month's total of each passengers' rate of $4.00 per passenger, per trip within Jo Daviess County.

Section 3 Schedule of Performance

County shall perform those services set forth in Section 2 entitled Scope of Service. The Schedule of Performance may be modified by mutual written agreement of Rosecrance and County. If County fails to materially perform under the Schedule of Performance, Rosecrance may exercise its rights as specified in Section 10.

Section 4: Funding

The County shall be compensated by Rosecrance a rate of $4.00 per each of its passengers, per trip within Jo Daviess County for full performance of the terms of this Agreement.

Section 5: Jo Daviess County Transit

County shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Rosecrance. County shall have exclusive right to control the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between Rosecrance and County.

Section 6: Non-Assignment

County shall not assign, transfer or convey this Agreement or County's rights, duties or obligations hereunder or any part thereof without the previous written consent of Rosecrance. In the event County attempts to assign, transfer, convey or otherwise alter this Agreement or County's rights, duties or obligations hereunder or any part thereof without the prior written consent of the Rosecrance, Rosecrance may, atthis option, terminate this Agreement immediately.

Section 7: Insurance

County shall obtain and maintain throughout the term of this Agreement, at County's sole cost and expense, not less than a $1,000,000.00 liability insurance policy with a $1,000,000.00 umbrella insurance policy. Both parties shall list the other as additional insureds under each of their relevant insurance policies.

Section 8: Indemnification and Hold Harmless

County and Rosecrance mutually agree to indemnify and hold harmless each other including their officers,employees, agents and servants (except for acts of gross negligence or willful misconduct), from andagainst any and all liability, claims, demands, actions or suits of whatever character or kind, arising orresulting from, or in any way connected with, performance under this Agreement.

Section 9: Rosecrance's Obligations

During the duration of this Agreement, Rosecrance agrees to:

A. Encourage passengers to schedule rides in as much advance notice as possible to ensure availability.

B. Notify County of particular circumstances that would cause potential issues and/or safety risks to County personnel.

C. Pay each month's invoice received from the County within 30 days of the invoice date.

Section 10: Terminations

A. In the event either party to this Agreement defaults in the performance of any of the agreements, obligations, or covenants to be kept, done or performed under the terms of this Agreement, the party alleged to be in default shall be notified in writing of the nature of such default. Within five (5) days following such notice, the party alleged to be in default shall:

    Correct the fault; or in the case of a default not capable of being corrected within 5 days, commence correcting the default with due diligence on terms and conditions acceptable to both parties.

B. In the event either party fails to correct the default as provided above, the non-defaulting party, without further notice, shall have all the following rights and remedies which the non-defaulting party may exercise singly or in combination;

The right to declare that this Agreement together with all rights granted hereunder are terminated, effective upon such date as the non-defaulting party shall designate.

The right to enter into an agreement with others, to perform the services otherwise to be performed by County hereunder, or to perform such services itself.

Section 11: Notices

All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

Rosecrance:	Outpatient Supervisor, Jami Ditto 1631 south Galena Ave., Freeport, IL 61032
County:	County Administrator, Angela Kaiser Jo Daviess County 330 N. Bench Street, Galena, IL 61036
	Transit Director/PCOM, Nicole Hermsen Jo Daviess County Transit 710 S. West Street, Galena, IL 61036

Or such other address as the parties may designate in writing.

Section 12: Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision of any other provision.

Section 13: Amendment

This Agreement may be modified or amended only by a written agreement duly executed by both parties hereto or their representatives.

Section 14: Termination

This Agreement may be terminated without cause in whole or in part by either party following a 15-day written notice tothe other party of such intent to terminate.

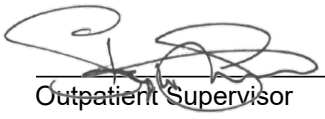
Section 15: Entirety

This Agreement contains the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

Section 16: Choice of Law and Venue

This Agreement shall be subject to and construed under the laws of the State of Illinois. Venue for any action arising from this Agreement shall lie in the Circuit Court of Jo Daviess County, Illinois.

Rosecrance; Substance Abuse and Mental Health Care



Outpatient Supervisor

Dated: 17/ June 2026

Attest to:

Jaime Burch, Notary Public 

Dated: 6/17/2026

Jo Daviess County Transit

County Board Chairperson

Dated:

Attest to:

County Clerk

Dated:

Agreement For General Public Transportation
Between The Workshop
and Jo Daviess County Transit

****Subject to Approval of the County Board****

The Agreement is made and entered into on this _____day of _____ by and between The Workshop, a 501 (c) 3 public charitable organization (hereinafter called "Workshop") and Jo Daviess County Transit (hereinafter called "County"), a County General Public Transportation System.

Recitals:

WHERAS, County and Workshop support the access to, and availability of, public transportation in the County of Jo Daviess through grant funding allocated by the Illinois Department of Transportation; and

WHEREAS, County has certain assets which may be used to provide General Public Transportation Service; and

WHEREAS, Workshop desires to provide General Public Transportation Service by transporting the individuals who attend The Workshop,

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants herein contained, Workshop and Jo Daviess County Transit hereby agree as follows:

Section 1: Term of Agreement

The term of this agreement shall be from July 2026 through July 2027.

Section 2: Scope of Service

Jo Daviess County Transit agrees to provide general public transportation service for Workshop as follows:

A. Demand/Response- Curb to Curb and Origin to Destination upon Request.
B. Workshop will coordinate with Transit to provide specific details regarding the passengers and their specific needs in regards to transportation services.
C. Individuals must reside within Jo Daviess County to be eligible for transportation services.

The service will not operate on any of the following holidays that may occur during the service period: New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Spring Holiday, Memorial Day, Juneteenth Independence Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day nor the day after, Christmas Eve, and Christmas Day.

D. Labor and Costs: County will be responsible for all costs and expenses including insurance, equipment, and repairs during the term of this agreement. Workshop will be responsible for paying the full fare rate per individual, per trip.

E. Equipment: County will use a 14 passenger, handicapped accessible lift equipped vehicle to provide service. Other handicapped accessible vehicles may be used for service with agreement of the parties and approval by the Illinois Department of Transportation.

F. Vehicles: The vehicles will be licensed in the State of Illinois and shall operate in compliance with all applicable State and Federal regulations and requirements for licensing, inspections, and insurance for public transportation. All vehicles must be kept in proper repair and sanitary condition. Each vehicle shall bear the name and telephone number of the Jo Daviess County Transit System.

G. Drivers: County shall use only trained employees. County shall further certify that each employee assigned to drive a vehicle, possesses a valid license or other such licenses as may be required by law or regulation.

H. Employee Appearance: County shall require employees to be courteous at all times, clothing shall be as neat and clean as practical.

I. Fares: During the term of this Agreement, County agrees to charge fares based upon the Table 1.0 below, per trip. Fares outside the County will be agreed upon by both parties prior to commencement of said ride; within the designated service area.

Table 1.0

Location	Cost
Stockton	$10
Galena	$2
Warren	$9
Scales Mound	$4
East Dubuque	$5
Elizabeth	$6
Hanover	$7

Section 3 Schedule of Performance

County shall perform those services set forth in Section 2 entitled Scope of Service. The Schedule of Performance may be modified by mutual written agreement of Workshop and County. If County fails to materially perform under the Schedule of Performance, Workshop may exercise its rights as specified in Section 10.

Section 4: Funding

The County shall be compensated by Workshop based upon Table 1.0 below for full performance of the terms of this Agreement. Said fares shall be payable per County billing invoice during the term of the Agreement in the full amount of each month of service.

Table 1.0

Location	Cost
Stockton	$10
Galena	$2
Warren	$9
Scales Mound	$4
East Dubuque	$5
Elizabeth	$6
Hanover	$7

Section 5: Jo Daviess County Transit

County shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Workshop. County shall have exclusive right to control the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between Workshop and County.

Section 6: Non-Assignment

County shall not assign, transfer or convey this Agreement or County's rights, duties or obligations hereunder or any part thereof without the pervious written consent of Workshop. In the event County attempts to assign, transfer, convey or otherwise alter this Agreement or County's rights, duties or obligations hereunder or any part thereof without the prior written consent of the Workshop, Workshop may, at this option, terminate this Agreement immediately.

Section 7: Insurance

County shall obtain and maintain throughout the term of this Agreement, at County's sole cost and expense, not less than a $1,000,000.00 liability insurance policy with a $1,000,000.00 umbrella insurance policy.

Section 8: Indemnification and Hold Harmless

County and Workshop mutually agrees to indemnify and hold harmless each other including their officers, employees, agents and servants (except for acts of gross negligence or willful misconduct), from and against any and all liability, claims, demands, actions or suits of whatever character or kind, arising or resulting from, or in any way connected with, performance under this Agreement.

Section 9: Workshop's Obligations

During the duration of this Agreement, Workshop agrees to:

A. Call County at least 24 hours in advance with the number of riders for the scheduled day and times of pick up and/or drop off. Failure to call at least 24 hours in advance will result in fare charge.

B. Provide County with detailed information relevant to the individual's needs as it pertains to transportation.

C. Pay County the full amount of invoices within 30 days of the invoice date.

D. Ensure all Workshop individuals adhere to the passengers' rules and etiquette while riding Jo Daviess County Transit buses/vans. Assist Transit staff in the event of behavioral issues, and or emergency situations.

    a. All respective parties will meet following behavioral issues to review course of action.
    b. The Workshop and JDCT have agreed to enforcing a 'Three-Strike Policy" for passengers of the Workshop.

E. Notify County of emergency closures, holiday closures, events, schedule changes as soon as possible to ensure that transportation services are available.

Section 10: Terminations

A. In the event either party to this Agreement defaults in the performance of any of the agreements, obligations, or covenants to be kept, done or performed under the terms of this Agreement, the party alleged to be in default shall be notified in writing of the nature of such default. Within five (5) days following such notice, the party alleged to be in default shall:

    Correct the fault; or in the case of a default not capable of being corrected within 5 days, commence correcting the default with due diligence on terms and conditions acceptable to both parties.

B. In the event either party fails to correct the default as provided above, the non-defaulting party, without further notice, shall have all the following rights and remedies which the non-defaulting party may exercise singly or in combination;

    The right to declare that this Agreement together with all rights granted hereunder are terminated, effective upon such date as the non-defaulting party shall designate.

    The right to enter into an agreement with others, to perform the services otherwise to be performed by County hereunder, or to perform such services itself.

Section 11: Notices

All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

Workshop:	Executive Director, Alyssa Havens 706 S. West Street, Galena, IL 61036
County:	County Administrator, Angela Kaiser Jo Daviess County 330 N. Bench Street, Galena, IL 61036
	Transit Director/PCOM, Nicole Hermsen Jo Daviess County Transit 710 S. West Street, Galena, IL 61036

Or such other address as the parties may designate in writing.

Section 12: Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision of any other provision.

Section 13: Amendment

This Agreement may be modified or amended only by a written agreement duly executed by both parties hereto or their representatives.

Section 14: Termination

This Agreement may be terminated in whole or in part by either party following a 15-day written notice to the other party of such intent to terminate.

Section 15: Entirety

This Agreement contains the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

Section 16: Choice of Law and Venue

This Agreement shall be subject to and construed under the laws of the State of Illinois. Venue for any action arising from this Agreement shall lie in the Circuit Court of Jo Daviess County, Illinois.

The Workshop, a 501 (c) 3 Public Charitable Organization

Alyssa Havens
Executive Director

Dated: 6/23/26

Witness:

Program Director

Dated: 6/23/26

Jo Daviess County Transit

County Board Chairperson

Dated: _____

Witness:

County Clerk

Dated: _____

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF GALENA AND JO DAVIESS COUNTY

The City of Galena, Illinois, an Illinois Municipal Corporation, hereinafter referred to as “City” and Jo Daviess County, an Illinois County unit of government duly organized and existing under and by virtue of the laws of the State of Illinois, an Illinois Municipal Corporation, hereinafter referred to as “County.”

The parties enter into an Intergovernmental Agreement pursuant 5 ILCS 220/1 et. seq.

The parties agree to enter into an Intergovernmental Agreement for the purposes of building a parking ramp located at the address commonly known as 311 North Bench Street, Galena, Illinois 61036; see attached Exhibit “A” for legal description.”

The purpose of the Agreement is to provide parking for the City of Galena and the Jo Daviess County Courthouse.

WHEREAS, County and City understand the advantages of governmental cooperation to promote improved access to and availability for public parking.

WHEREAS, County and City desire to provide additional parking for the City and County.

WHEREAS, County and City are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 or the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et. Seq.

The parties hereby agree as follows:

1. The property will be transferred into joint ownership to be held as Tenants in Common between the parties.

2. The cost of demolishing the existing police station located at 311 North Bench Street, Galena, IL 61036, will be shared equally between the City and the County.

3. All costs of design and construction of the parking ramp will be split equally between the City and the County.

4. The anticipated cost of (2.) and (3.) above is 2.3 million dollars.

5. The parties further agree all future maintenance, repairs, expenses, insurance, and metering of parking stalls on the property will be shared equally between the parties.

6. **The parties hereby further agree as follows:**

a). The upper deck of the parking ramp, which will be accessed from Bench Street, will be used Monday through Friday, from 8:00 A.M. to 4:00 P.M. by the County for additional parking at the Jo Davies County Courthouse.

b). The lower level of the parking ramp which will be accessed from Main Street will be utilized by the City of Galena Monday through Friday from 8:00 A.M. to 4:00 P.M.

c). All parking stalls will be metered. The City will arrange the metering of the parking stalls and the payments will be paid through the City. The cost of the metering shall be split equally between the City and the County.

d). The parking fees received Monday through Friday – business days only - from 8:00 A.M. to 4:00 P.M. on the lower level will be retained exclusively by the City.

e). All parking fees received Monday through Friday – business days only - from 8:00 A.M. to 4:00 P.M. on the upper level will be retained exclusively by the County.

f). All additional parking fees on weekends, holidays, and non-business days will be split equally between the City and the County.

g). All parking fees in addition to the above-mentioned days and times will be split equally between the City and the County.

h). The City will be responsible for the monitoring and parking enforcement.

i). The City will be responsible for all snow removal.

7. The term of this Agreement shall be perpetual and may not be terminated other than the mutual agreement of the parties_____. Should the parties mutually agree to terminate the Intergovernmental Agreement.

8. **Non-Assignment:**

County shall not assign, transfer or convey this Agreement or County's rights, duties or obligations hereunder or any part thereof without the pervious written consent of the City. In the event County attempts to assign transfer, convey or otherwise alter this Agreement or County's rights, duties or obligations hereunder or any part thereof without

the prior written consent of the City, City may, at this option, terminate this Agreement immediately.

9. **Insurance:**

The City and County shall each obtain and maintain throughout the term of this Agreement, at their own expense, not less than a _____ liability insurance policy with a _____ umbrella insurance policy. Each will name the other as a co-insured on their policy.

10. **Waiver:**

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision of any other provision.

11. **Amendment:**

This Agreement may be modified or amended only by a written agreement duly executed by both parties hereto or their representatives.

12. **Entirety:**

This Agreement contains the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

13. **Choice of Law and Venue:**

This Agreement shall be subject to and construed under the laws of the State of Illinois. Venue for any action arising from this Agreement shall lie in the Circuit Court of Jo Daviess County, Illinois.

14. **Notices:**

All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt request, addressed to the parties as follows:

City: City Administrator, Matt Oldenburg
101 Green Street, Galena, IL 61036

County: County Administrator, Angela Kaiser
330 N. Bench Street, Galena, IL 61036

Or such other address as the parties may designate in writing.

Exhibit ‘A’

PIN: 22-100-387-00

LEGAL: CITY OF GALENA WEST OF GALEN RIVER; CENTER ADDITION LOTS 47 & 48

JO DAVIESS COUNTY ADMINISTRATOR
330 North Bench Street
GALENA, ILLINOIS 61036
Tele: 815-777-6557 Fax: 815-777-0458
Email: countyadministrator@jodaviesscountyil.gov

To: County Board
From: County Administrator
Subject: Conservative Revenue Projection for Joint Parking Structure
Date: July 13, 2026

This memo provides a conservative annual revenue estimate for the proposed 50-stall public parking structure at 311 N. Main St., Galena. The estimate uses a simplified and defensible per-stall annual revenue assumption of $1,250 per stall per year *(per City of Galena annual budgeted parking revenue*), reflecting daytime-only use, seasonal tourism patterns, and reduced weekday stall availability.

Basis of Estimate
To ensure clarity and defensibility, the revenue model applies a flat annual yield of $1,250 per stall for an estimated 50 stalls, which incorporates:

- Daytime-only parking (no overnight stays)
- Nine-month tourism season with higher daytime turnover
- Three-month slow season with reduced demand
- Removal of 25 stalls from 8:00 a.m.–4:00 p.m., Monday–Friday (excluding 14 holidays)
- Conservative turnover assumptions (approximately one vehicle per stall per day)
- Flat daily parking fee of **$10 per vehicle**

This per-stall estimate simplifies the model while still reflecting the operational constraints and seasonal patterns typical of Galena's tourism economy.

Annual Revenue Calculation

- Per-stall annual estimate: $1,250 per stall per year
- Total stalls: 50 stalls
- Total annual revenue: 50x$1,250=$62,500 per year

This figure represents gross daytime parking revenue before any operational or maintenance cost allocations.

Revenue Distribution (50/50 Split)
Under an equal revenue-sharing agreement:

Entity	Annual Share (Conservative Range)
County	$31,250
City	$31,250

Planning Considerations

- The per-stall estimate is intentionally conservative and does not include peak-event surges or premium pricing. Increasing the estimate from 1 car to 2 cars on the peak season weekends (78 days), increases the annual revenue estimate by approximately $39,000.
- The initial estimate of 50 stalls is also conservative. If the structure yields more than 50 stalls, the revenue estimate will increase proportionately.
- A joint operating agreement should define cost-sharing for maintenance, enforcement, and capital reserves.

O2026-

JO DAVIESS COUNTY, ILLINOIS

AN ORDINANCE AMENDING TITLE 5, CHAPTER 12 OF THE JO DAVIESS COUNTY CODE OF ORDINANCES TO PROHIBIT DOGS ON COUNTY PROPERTY & TO REGULATE ANIMAL WASTE

WHEREAS, the County of Jo Daviess owns, maintains, and operates various buildings, facilities, landscaped areas, and grounds for public use and governmental purposes; and

WHEREAS, the County Board is responsible for ensuring that County Property remains safe, sanitary, and accessible to residents, visitors, and employees; and

WHEREAS, the presence of dogs on County Property has resulted in damage to landscaped areas and unsanitary conditions caused by the deposit of animal waste; and

WHEREAS, the County Board finds it necessary and appropriate to establish restrictions on dogs on County Property and to prohibit the deposit of animal waste on County grounds in order to protect public health and preserve County assets; and

WHEREAS, Title 5, Chapter 12 of the Jo Daviess County Code ("Miscellaneous Offenses") is the appropriate location for regulations governing prohibited conduct on County Property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF JO DAVIESS COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. Title 5, Chapter 12 of the Jo Daviess County Code of Ordinances is hereby amended by adding the following section:

5-12-6: ANIMALS ON COUNTY PROPERTY

A. Definitions. For purposes of this Section:

1. **County Property** means any land, building, structure, facility, lawn, landscaped area, or grounds owned, leased, or controlled by the County.
2. **Dog** means any canine, whether licensed or unlicensed, leashed or unleashed.
3. **Person** means any individual owning, keeping, harboring, walking, or otherwise having custody or control of a dog.
4. **Service Animal** has the meaning provided under the Americans with Disabilities Act (ADA).

B. Prohibition on Dogs on County Property. No Person shall permit any Dog to enter upon or remain upon any County Property, except:

1. Dogs engaged in official law-enforcement duties;
2. Service Animals as defined by the ADA;
3. Dogs fully confined within a motor vehicle located in a designated parking area.

C. Animal Waste Prohibition.

1. No Person shall permit a Dog to deposit animal waste on County Property.
2. If animal waste is deposited, the Person shall immediately remove the waste and dispose of it in a sealed container in a waste receptacle.

3. Failure to remove and properly dispose of animal waste constitutes a separate violation.

D. Enforcement. The Sheriff, Sheriff's deputies, Court Security officers, or designated code enforcement personnel may enforce this Section. Each instance of a Dog being present on County Property or depositing animal waste on County Property constitutes a separate offense.

E. Penalties. Violations of this Section shall be subject to the following administrative fines:

- First offense: $50
- Second offense: $100
- Third and subsequent offenses: $250 per violation

F. Signage. The County may post signs on affected properties stating: **"No Dogs on County Property-County Ordinance §5-12-6.**"

SECTION 2.

All other provisions of Title 5, Chapter 12 not expressly amended herein shall remain in full force and effect.

SECTION 3.

This Ordinance shall be effective immediately upon passage, approval, and publication as required by law.

PRESENTED, PASSED, APPROVED AND ADOPTED by the Jo Daviess County Board on this 11th day of August, 2026.

_____ Attest: _____

LaDon Trost, Chairperson
Jo Daviess County Board

Dana Timmerman
Jo Daviess County Clerk

Ayes: _____Nays: _____Absent: _____Abstained: _____