



**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
COUNTY OFFICE BUILDING
County Board Rooms 209-210**

**Thursday, April 13, 2017 at 4:00 PM
AGENDA**

- 1. Call to Order and Pledge of Allegiance**
- 2. Roll Call:** Matt Kellogg, Audra Hendrix, Matthew Prochaska, John Purcell, Bob Davidson, Elizabeth Flowers, Tony Giles, Scott Gryder, Lynn Cullick, Judy Gilmour
- 3. Old Business**
- 4. New Business**

From Admin HR Committee:

- *Electric Aggregation Process and Timeline – Chris Childress, Progressive Energy*

From Public Safety Committee:

- *Squad Car Video Recording System*

From Facilities Management Committee:

- *Change of the monthly Committee meeting time from 3:30 p.m. to 4:00 p.m. on the first Monday of each month*

From PBZ Committee:

- *Resolution to Initiate an Application for a Text Amendment to the Zoning Ordinance of Kendall County by Establishing a Six Month Moratorium on the Acceptance of Applications of Special Use Permits for Outdoor Shooting Ranges*

From the April 5, 2017 County Board meeting:

- *Revisions to Revolving Loan Fund Recapture Strategy*

- 5. Public Comment**
- 6. Questions from the Media**
- 7. Chairman's Report**
- 8. Review Board Action Items**
- 9. Executive Session**
- 10. Adjournment**

**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, March 16, 2017**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order by County Board Chair Scott Gryder at 4:01p.m., who led the committee in the Pledge of Allegiance to the American Flag.

ROLL CALL

Attendee	Status	Arrived
Scott Gryder	Present	
Lynn Cullick		4:47p.m.
Bob Davidson	Present	
Elizabeth Flowers	Absent	
Tony Giles	Absent	
Judy Gilmour	Present	
Audra Hendrix	Present	
Matt Kellogg	Present	
Matthew Prochaska	Present	
John Purcell	Absent	

Others present: Treasurer Jill Ferko, ASA Leslie Johnson, Technology Director Scott Koepfel, Undersheriff Harold Martin, Facilities Management Director Jim Smiley, Health Department Executive Director Amaal Tokars, Health Department Operations Administrator Rae Ann Van Gundy

Guests Present: Village of Oswego President Gail Johnson, Village of Oswego Administrator Dan DiSanto, Matt Schueler and Jordan Sasscer, WIPFLI Representatives

OLD BUSINESS - None

NEW BUSINESS

From February 21, 2017 County Board Meeting:

- **Approval of Modification to Revolving Fund Recapture Strategy** – Andrez Beltran, Economic Development Coordinator, provided information on the modification to Revolving Fund Recapture Goals and Objectives, Strategy, Financing, RF Management Plan, Assurances, and reviewed the addition of the Exemptions. Member Hendrix explained restrictions of the current Revolving Fund Strategy, and reasons for the modification. Village of Oswego President Gail Johnson added that the program would provide a way for municipalities to access funding and encourage economic growth in their villages and cities, and would be low risk because repayment would totally be the responsibility of the municipality.

- *Acceptance of Audited Financial Statements and Reports by WIPFLI* – Matt Schuler with WIPFLI, reviewed the audited statements and reports with the committee, and answered questions concerning the audit findings.

From Finance Committee:

- *Approve Compensation for Technology Analyst Position* – Discussion on the requirements for and compensation of this position. Mr. Koepfel stated that this position was due to the increased technical support requests from KenCom, the Circuit Clerk's Office and the County Clerk's Office, and that the funding source of this position would be from the GIS fund for the current year. **There was consensus to forward the item to the County Board for approval.**

From Admin HR Committee:

- *Approve Technology Analyst Job Description* – Discussion on the responsibilities outlined in the job description, qualifications of the candidate filling the position, and additional responsibilities listed. **There was consensus by the committee to forward the item to the County Board for approval.**
- *Approve Southern entrance to County Office Building (Fox Street) as Employee Only Entrance and the most Southern row of angled parking in the North parking lot of County Office Building as Customer Only Parking* – Member Cullick briefed the Board on the discussions previously held in the Admin HR Committee meetings on the need for additional security measures in the County Office Building, and the need to provide designated parking for our citizens.

Undersheriff Harold Martin stated that only having one door to access the building would greatly increase security in the building. He said that the Sheriff's Office command staff continues to discuss ways to increase security and safety in the building.

Member Davidson requested that the item be forwarded to the Facilities Management Committee for discussion on signage, how to designate the parking spaces and notify the public about the entrance closing, etc. **There was consensus to move the item to the Facilities Management Committee.**

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA – None

CHAIRMANS REPORT – No report

REVIEW BOARD ACTION ITEMS – Member Hendrix asked that the Approval of Modification to Revolving Fund Recapture Strategy item be added to the Board agenda for March 21, 2017.

EXECUTIVE SESSION – Not needed

ADJOURNMENT – Member Kellogg moved to adjourn the meeting at 5:14p.m. Member Prochaska seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Recording Secretary

Kendall County

Municipal Electric Aggregation Update

April 13, 2017



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Agenda



1. What is Municipal Aggregation?
2. Historical Review of Kendall Aggregation Program
3. Kendall County Aggregation Facts
4. Program Performance (Historical Savings)
5. Key RFP Requirements
6. Timeline for 2017
7. Additional Informational Sources and Contact Info

What Is Municipal Aggregation?



What is municipal and county aggregation?

- Section 1-92 of the Illinois Power Agency Act allows for the aggregation of electric load by municipalities and counties (i.e., government aggregation). This means a municipality or county can negotiate for the purchase of the combined electric supply of its residents and eligible small businesses.

Which municipalities and counties have pursued electric aggregation?

- Only communities in the Ameren Illinois and ComEd service territories are pursuing aggregation at this time. Over 400 communities have passed referendums to participate. <https://pluginillinois.org/MunicipalAggregationList.aspx> for a complete list.

What type of aggregation program does Kendall County have?

- An Opt-out program which required the voters of a municipality or county to pass a referendum that automatically combines the electric load for residential and eligible small businesses for purchasing purposes except for those customers who actively choose not to participate in the municipality's or county's purchase program.

Why would a municipality or county board pursue government aggregation?

- Communities are choose to pursue aggregation because they may be able to help their residents and eligible small businesses save money by creating a combined customer group that has more buying power than individual residents and businesses.

Historical Review of Aggregation Program



- **Voters Approve Municipal Aggregation by Referendum in March 2014**
 - First Energy - Winning Supplier – 7.30 cents
 - 3 year contract - August 2014 to June 2017
 - Kendall County had right to cancel contract if price is lower than ComEd during term.
 - First Energy had right to match ComEd price if lower

- **ComEd price drop below Aggregation Price in June 2015**
 - County Board asked First Energy to match ComEd price
 - First Energy declined to match ComEd price
 - County Board elected to cancel contract with First Energy and Rebid Contract
 - Dynegy wins bid to supply Electric Aggregation Supply
 - Two Year Contract from September 2015 to August 2017
 - Customer Opt-Out Program – No right for County Board to Cancel Contract.
 - 0.06617 (September 2015 – September 2016)
 - 0.06242 (September 2016 – September 2017)
 - Price below ComEd base rate in both Years

Kendall County Aggregation Facts



- **Residents Choice's and Usage Profile**
 - 711 - Residents opted to Stay with ComEd
 - 1938 – Residents already with and Alternative Supplier
 - 44 – Residents on ComEd Real Time Pricing
 - 9,477 - Total Eligible Customers
 - 12,166 – Average kWh Per Household
- **No Cancellation Fee – Customer can go back to ComEd without penalty**
- **No Additional Monthly Customer Charge**
- **Billed on ComEd bill**
- **Program provided option for Residents who where paying above market rates with Alternative Suppliers other than ComEd**
- **Overall Program Cost per kWh lower than ComEd's rate since inception**
- **All Kendall County Unincorporated Residents Eligible (ComEd Territory)**
 - Ameren territory did not provide value proposition for customer < 300 residents

Aggregation Program Performance



Suppliers: First Energy, Dynegy
Unincorporated Kendall Residents: 9,477
Average Usage: 12,166 annual kWh
Total Program Kendall County Savings: \$783,368.00

Savings / Cost

Timeframe	Kendall County Unincorporated Price (kWh)	ComEd Price to Compare (kWh)	Annual Resident Savings*
August 2014 - August 2015	\$0.0730	\$0.0746	\$19.40
September 2015 - August 2016	\$0.0661	\$0.0681	\$24.33
September 2016 - August 2017**	\$0.0624	\$0.0656	\$38.93
Total Savings			\$82.66

* Savings based on average customer use of 12,166 annual kWh for Kendall County Unincorporated Residents

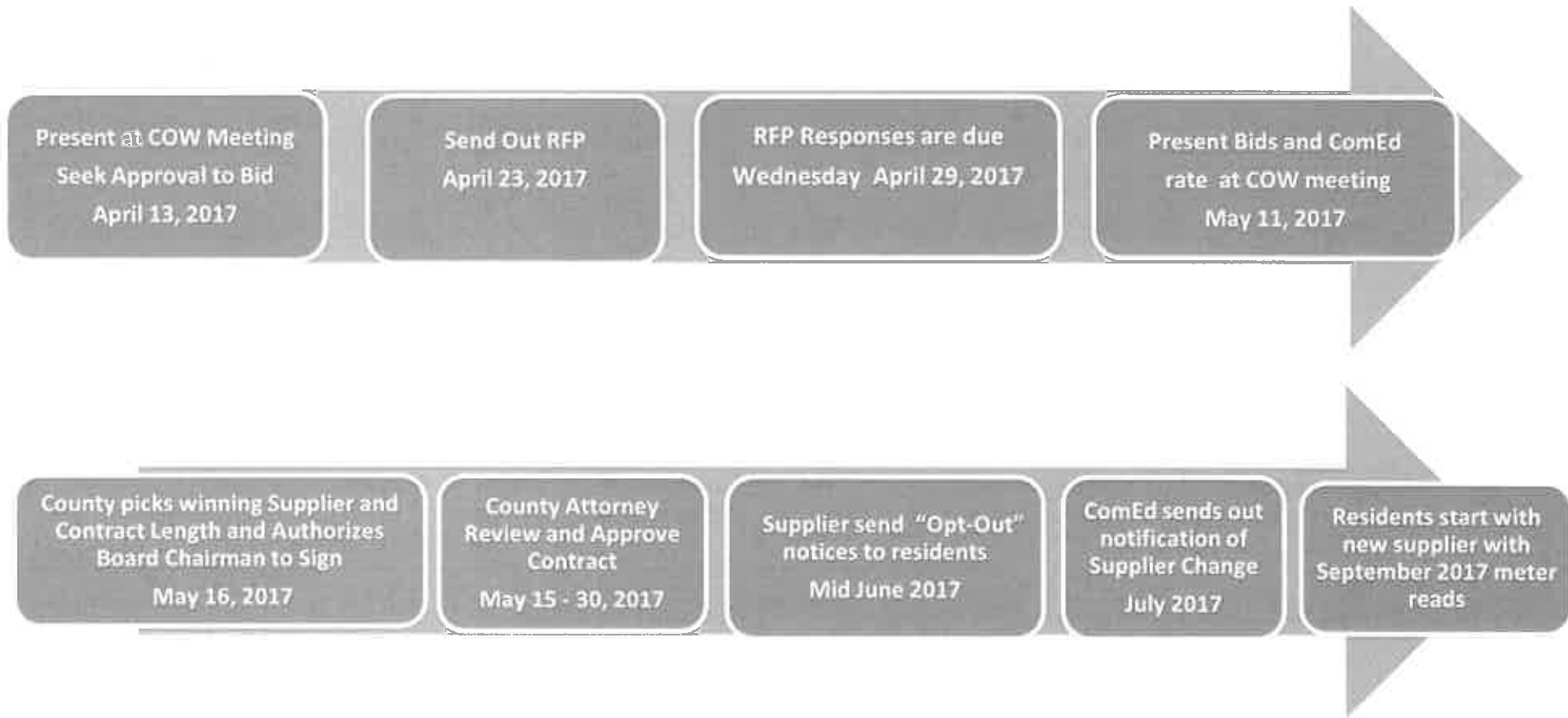
** Estimated average ComEd price with expected June 2017 increase

Key RFP Requirements for 2017



- Supplier:** We expect 4-8 electric suppliers to respond to RFP.
- Price:** We anticipate pricing to be in \$0.069 -\$0.074 range from Suppliers and ComEd to be in \$0.070 - \$0.074 range per kWh.
- Term:** 12 months to 36 months
- Aggregation Group:** (Maple Park, Shabbona, Waterman Big Rock, Burlington, Marseilles, Malta Plano, Aurora Township, Kirkland, Cortland, Sandwich, Oak Lawn, Hinckley and Kendall County). Priced individually and together
- Reimbursement** County will be reimbursed for all ComEd fee's and legal fees up to \$1,000.
- Customer Opt Out:** Customer will have the option to opt out of the program at any time
- Cancellation Fee:** None
- Billing:** Must invoice charges on ComEd invoice

Tentative Aggregation Timeline 2017



For More Information - Contact



Progressive Energy Group:

Chris Childress

Managing Partner

630-800-0173

chris.childress@progressiveenergygroup.com

Electric Aggregation Hotline:

1-800-856-3404

Citizens Utility Board:

<http://www.citizensutilityboard.org/cubsGuideToMunicipalElectricityAggregation.html>

Illinois Commerce Commission (ICC) Plug In Illinois website:

<http://www.pluginillinois.org/MunicipalAggregation.aspx>

EXECUTIVE SUMMARY

Proposal for Replacement of in-car audio/video recording systems: KCSO's options for purchase and phase in of new/replacement vehicular audio/video recording systems.

Problem: The Kendall County Sheriff's Office is currently equipped with Digital Patroller DP2 and DP3 digital in car audio/video recording systems produced by Utility Associates, INC. These systems will reach the end of their useful life in the near future and they will need to be replaced. Utility Associates, INC is no longer manufacturing or supporting the DP2 or DP3 systems. Another concern to be emphasized is the lack of audio/video recording systems in corrections transport vehicles. There are many manufactures of audio/video recording systems available to law enforcement that are more cost effective and efficient due to changes in technology. End user ease of use, per unit cost, back office software system integration, wireless download capabilities, storage options/methods, and overall quality were major factors used to assess potential replacement systems. The implementation or decision to utilize body worn cameras will create another issue to plan for both fiscally and from an evidentiary and protocol perspective.

Suggested Solutions: It is recommended that the Kendall County Sheriff's Office seek bids to select a replacement in car audio/video recording system which allows for use of current technologies and is flexible enough to incorporate a body worn camera, if elected, without purchase of a separate system/s. These new systems should be outfitted into corrections transport vehicles as well. Purchase and deployment of a new in car audio/video recording system will increase efficiency and effectiveness of prosecution in criminal cases due to the quality evidentiary recordings produced. Better quality (HD) video could reduce successful litigation against the Office of the Sheriff and be utilized in situations where transparency is needed or demanded by the public. Significant changes in technology have allowed in car audio/video recording systems to be capable of remote, Wi-Fi, or cellular downloading keeping deputies on patrol, not in a parking lot. I would further recommend that the Kendall County Sheriff's Office move to a Wi-Fi download to transfer video footage from the squad cars to storage. Technology services recommended the Kendall County Sheriff's Office migrate to a Wi-Fi download and cloud based storage solution. Research of this project concluded that a switch to Wi-Fi downloading and cloud storage would require the least capital outlay to implement this transition. However, cloud based storage solutions require subscription fees that need to be budgeted for. Cloud storage is more scalable for future needs and unlimited in the amount of recordings retained. This is an advantage if body worn cameras are utilized. A request for proposal; which has been reviewed by the Kendall County State's Attorney's Office, is attached to this summary.

Recommendations:

- Purchase of 28 mobile video systems, associated installation hardware, manufacturer required training for the Kendall County Sheriff's Office and our installer of choice, extended warranties, installation, and initial *cloud storage subscription of 12 months* at an estimated total cost of: **\$184,352.**
- An initial estimated cost to set up and install an interview room DVR was **\$6,100.**
- A point to consider is the future annual budgeting issue for cloud subscription services at a cost of **\$16,800** assuming the fleet size stays at the same level. Increases in fleet size would increase this expense.
- This cost estimate does not include associated facility required expenses such as Wi-Fi access points or other network related costs that are already underway or previously budgeted and/or planned for by Technology Services.
- Information obtained from Communication Direct (squad build contractor) indicates that the removal/installation price per vehicle for a total fleet switchover (not valid if done in stages) to a new system would be **\$500** each vehicle for a total cost of **\$14,000**

Projected Costs *based on verbal quote from a supplier for reference	Per Unit	Fleet Total
In car audio/video system with 5 yr Warranty (no body worn cameras)	\$5,015.00	28 vehicles \$140,420.00
Provider Software Solution Training	\$2,700.00	\$2,700.00
Installation Brackets for system into cars	\$69.00	28 vehicles \$1,932.00
Interview Room Solution (1)	*****	1 system \$6,100.00
Installation Training	\$2,400.00	\$2,400.00
Cloud Storage Subscription for first year (\$50 per unit per month for unlimited storage solution, verbal quote)	\$1,400.00	28 vehicles \$16,800.00
Installation	\$500.00	28 vehicles \$14,000.00
Totals:	\$12,084.00	\$184,352.00

KENDALL COUNTY SHERIFF'S OFFICE (KCSO)

REQUEST FOR PROPOSAL

**In Car Audio/Video Recording Systems with
Integration of Optional Body Worn Camera System**



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In Car Audio/Video Recording Systems with Integration of Body Worn Camera System

On behalf of the Kendall County Sheriff's Office, I invite you to furnish a proposal in accordance with the Proposal Guidelines and Proposal Specifications for the products and/or services stated herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this project. Please take note that this RFP is for an In Car Audio/Video Recording System and for an Integrated Body Worn Camera System. As such, we are seeking for a proposal for an In Car Audio/Video Recording System with, and without, the pricing option for purchasing an Integrated Body Worn Camera System at the same time.

Kendall County Sheriff's Office
1102 Cornell Ln.
Yorkville, IL 60560

All questions should be directed to:

Deputy Commander Langston
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560
Jlangston@co.kendall.il.us
(630) 553-7500 x 1134

Any questions received shall be answered at the discretion of the County. Replies will be issued to all Proposers/ Vendors of record in writing and will become part of the RFP Documents. Questions will not be responded to by oral clarification. Oral clarifications or interpretations shall be without legal effect.

All questions must be submitted at least seven business days prior to the submittal deadline.

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INSTRUCTION TO RESPONDERS

A. Pre-bid Facility Tour:

A pre-bid meeting will be held on April TBD, 2017 at 1:00pm at the Kendall County Sheriff's Office to allow for a tour of the facilities and the observance of the equipment and vehicles to be outfitted with the bid equipment. All potential bidders are encouraged to attend.

B. Availability of Documents:

Interested suppliers should note that, unless otherwise stated in the REQUEST FOR PROPOSAL (RFP) documents, there is no charge or fee to obtain a copy of the bid documents and respond to documents posted for competitive solicitations. All bidding documentation and addenda issued will be available at the Kendall County Sheriff's Office or online at <http://www.co.kendall.il.us/call-for-bids/> . Bidders are responsible for reviewing the website and obtaining any Addenda issued prior to the submittal date.

C. Proposal Format of Responses: This section outlines the County's *strong preference* for the proposal format and information provided by the proposer. Any proposer not providing the required information, or not conforming to the format specified in all material respects, may be eliminated. The County strongly prefers concise responses to the information requested. The use of tables, graphics, and bulleted lists, where appropriate, is strongly encouraged.

1. **Information Required From Responders:** As set forth herein, you may offer additional or alternative options, but these should be clearly indicated and separate from the response to this request.
2. **Cover Letter:** Provide a cover letter prepared on the proposer's business stationery. The purpose of this letter is to transmit the proposals, so it should be brief. The letter should contain a statement that the proposer is responding to the County's RFP. Other items outlined in the cover letter include:
 - a. A statement that the attached proposal is complete as submitted;
 - b. A statement that all terms and conditions contained in the proposal are valid for at least 90 days from the proposal closing date;
 - c. A statement that the "General terms and conditions vendor must agree to incorporate into final contract documents" will in fact be agreed to and incorporated;
 - d. The letter must be signed by a representative who is authorized to contractually obligate the proposer or consortium of Responders.
3. **TECHNICAL PROPOSAL REQUIREMENTS:** Your Proposal must include the following:
 - a. **Basic Company Information**
 1. Company Name/address/Telephone/Fax Numbers/ E-Mail Address.
 2. Contact Person.
 3. Underlying philosophy of your firm in providing the services requested.
 4. Firms Financial Ability to Provide Services and Fulfill Project Contract.

5. Years In Business Providing Similar Services.
6. Corporate Experience:
 - i. General experience in mobile audio/video systems.
 - ii. Related corporate experience.
 - iii. Management (corporate) support for the project.

b. Brief Company History

c. References.

1. Limit references to a total of three (3).
2. Local or Regional agencies that are currently deploying the system and a point of contact for each.
3. Recent state bid awards.

d. Financial/Legal

1. State of Illinois Business License.
2. Provide Insurance Coverage Certification.
3. Provide Statement of Legal Actions pending or threatened against you relating to Current or Past systems and any actions brought against you within the last five (5) years directly related to the system.

e. Contract Start-up/ Transition Plan

1. Approach to start-up.
2. Organizational ability to start-up.
3. Detailed description of implementation plan (To include system testing.)
4. Detailed description of transition of services.
5. Include a detailed description of what problems might reasonably be expected (practical, structural, software compatibility, operational, etc.) through the design, install and initial operation of these systems and your suggestions as to how you and KCSO should handle these matters.

f. Project Approach

1. Describe your business philosophy and how you plan to approach this RFP.
2. Describe proposed delivery of system & quality controls, including the residence of your technicians who will service this system, once installed.
3. specifically address the following areas:
 - i. Hardware.
 - ii. Software Security.
 - iii. Features.
 - iv. Data Storage Capability.
 - v. Report and Data Compilation Capability.
 - vi. Monitoring and Recording Capability.
 - vii. Service Maintenance Plan.
 - viii. Training.

D. Submission of Proposals

All Vendors must submit one (1) original and two (2) copies of their proposal in a sealed package plainly marked in the lower left-hand corner "In Car Audio/Video Recording System with Integration of Body Worn Camera System Proposal." Failure to submit a proposal in a properly marked package may eliminate the proposal from consideration.

The following will apply to all proposals received:

1. All proposals must be comprehensive and complete for the services requested. Accepted proposal shall be contracted by Kendall County and the Kendall County Sheriff for the total of the submitted proposal. Kendall County and the Kendall County Sheriff will not be responsible for any additional charges above the accepted proposal unless additional services are negotiated and accepted by the Kendall County Sheriff/Kendall County by addendum to the original contract. Failure to provide detailed responses will result in the vendor being eliminated from award of contract consideration.
2. The County will not be responsible for any expenses incurred by the Vendor in preparing and submitting proposals. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
3. The proposing party must sign in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature. Both must be complied with for the proposal to be valid.
4. The individual signing the document for the proposing organization shall initial all erasures or corrections.
5. All variations to the stated specifications must be described in detail (free from ambiguity).
6. All Responders must be appropriately licensed and authorized to conduct business within the State of Illinois.
7. The failure of a Responder to promptly supply information requested in this RFP or other information subsequently requested may result in the Responder being eliminated from consideration.
8. Discussions may be conducted with Responders who submit proposals determined to have a reasonable likelihood of being selected for award. However, proposals may be accepted without such discussions. Therefore, all information requested and necessary for the County to evaluate this RFP should be included in your response.
9. Responders who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal.
10. The contents of the proposal submitted by the successful Vendor(s) and this RFP (as

well as the necessary contract terms and conditions contained herein) will become a part of any contract awarded as a result of these specifications. The "GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS" must be agreed to by each bidder and incorporated into any final contract/agreement.

11. Kendall County and/or the Kendall County Sheriff's Office reserve the right to request clarifications or corrections to proposals.

The proposal must be addressed to:

Kendall County Sheriff's Office
Attn: Deputy Commander Jason Langston
1102 Cornell Lane
Yorkville, IL 60560

Proposals must be delivered no later than 4:00 P.M. on TBD... ("Due Date"). Proposals received after the Due Date will not be considered.

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

E. Opening Proposals and Awarding Agreement

Proposals will be opened and publicly read on TBD at 10:30 A.M CST in the Sheriff's Office located at 1102 Cornell Ln. Yorkville, IL 60560. Proposals will be evaluated and an award, if any, will be made in accordance with the RFP section titled "Selection Criteria" below.

The purpose of this RFP is to solicit responses from qualified individuals/vendors for the procurement of services and/or supplies as set forth herein.

F. Property of the County

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

G. Errors and Omissions

The Proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or the County. Should the Proposer suspect any error, omission, or discrepancy in the specifications or instructions, the Proposer shall immediately notify the County in writing, and the County will issue written corrections or clarifications as Addenda. The Proposer is responsible for the contents of its Proposals and for satisfying the requirements set forth in the RFP. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Proposer in the process of putting the Proposal together.

H. Reserved Rights

County reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in RFP; (2) to supplement, amend, or otherwise modify the RFP, without notice; (3) to request additional information from Responders; (4) to reject any or all bids; (5) to waive minor

defects and technicalities; (6) to award a contract for only the In Car Audio/Video Recording Systems and not for the Body Worn Camera System at this time; and (7) to award an Agreement which is in the best interest of the County and the KCSO. FURTHER, THE COUNTY RESERVES THE RIGHT TO NEGOTIATE WITH THE PROVIDER WHO, IN THE COUNTY'S OPINION, OFFERS THE BEST PROGRAM OF PRODUCTS AND SERVICES.

The awarded Responder will be an independent contractor. The Vendor is not, and will not be, an employee or agent of Kendall County or the Kendall County Sheriff's Office.

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REQUEST FOR PROPOSAL FOR IN CAR AUDIO/VIDEO RECORDING SYSTEMS

PROPOSAL GUIDELINES

- A. **PROJECT SCOPE:** The Kendall County Sheriff's Office has issued this Request for Proposal (RFP) for the sole purpose of obtaining responsive proposals from qualified individuals or firms to establish a contract, through competitive negotiation, for the procurement of services and/or supplies as set forth herein.

Only vendors who have demonstrated the ability to provide the requested products and services, at competitive rates, with timely delivery of services, and abiding by policies/procedures of government customers of comparable size will be considered for award of contract.

All requests, responses, inquiries and ultimate final negotiations will be conducted by the Kendall County Sheriff, all subject to final agreement by the Contractor (Responder/Vendor), Kendall County and the Kendall County Sheriff.

1. IN CAR AUDIO/VIDEO RECORDING SYSTEMS

The Responder shall provide KCSO with a proposal for a fully functioning in car audio/video recording system for the Sheriff's Office, to include all necessary equipment, materials, software, installation requirements or otherwise company authorized installers, configuration (hardware, software, and networking), documentation, testing, warranty and training services.

The in car audio/video recording system will be able to support several mobile audio/video recording solutions, up to and including expansion to support body worn cameras.

The in car audio/video recording system will capture footage of law enforcement activities via an installed camera/s as well as capture audio recordings of the associated video footage. All recordings will remain the property of KCSO.

NOTE: KCSO currently has an in car audio/video recording system in place.

The Responder shall be required to plan, finance and implement the phased integration and testing of all required equipment and software relative to the in car audio/video recording solution without impacting the daily operation of the existing Information Technology/Network Systems or Sheriff's Office operations.

The Responder shall describe in detail the approach to the project and why Responder proposes the specific in car audio/video solution. The response should address the following areas:

1. Hardware (To Include Dimensions/Technical Specifications/Warranty Information, including extended warranties)
2. Software/Video Management
3. Security Features

4. Data Storage Capability and Options
5. Report and Data Compilation Capability
6. Video Monitoring and Recording Capability
7. Service and Maintenance Plan
8. Installation/Cut Over/Transition (To Include System Testing)
9. Training
10. Provide option to transfer existing DP2 and DP3 data to new system

PLEASE NOTE THE FOLLOWING MINIMUM SPECIFICATIONS RELATED TO THE IN CAR AUDIO/VIDEO RECORDING (MOBILE VIDEO SYSTEM: MVS) SYSTEM SOLUTION:

SPECIFICATIONS

Summary of product requirements:

- | | |
|---|----------|
| • System must INCLUDE WI-FI & MI-FI, cellular capable and manual/Ethernet offload capabilities | YES / NO |
| • System must be a stand-alone system i.e. does not require an In car or separate computer to operate. | YES / NO |
| • System must have a remote display touch screen. | YES / NO |
| • System must have the ability to support multiple in car cameras. | YES / NO |
| • System must have the ability for the end user to view live stream video from various device(s) with an Internet connection. | YES / NO |
| • System must have an internal GPS system and mapping feature to include vehicle tracking. | YES / NO |
| • System must have internal triggering functions. | YES / NO |
| • System must have the capability for fully integrated body worn cameras. | YES / NO |
| • System must have an independent wireless microphone. | YES / NO |
| • System management software must have the ability to electronically transfer (email) video files and or links to allow viewing, recording, and copying of videos and or files. | YES / NO |
| • Video management system must have the capability to manage all evidence/videos via agency provided numbering or case management systems. | YES / NO |
| • Manufacturer must provide positive references including but not limited to actual field deployments from multiple police agencies. | YES / NO |
| • System must have redaction capability included at no additional charge. | YES / NO |
| • System video management, DVR, and supporting software must integrate interview room recordings. | YES / NO |

**** FOR EACH BULLET POINT, BIDDER MUST CIRCLE YES OR NO TO INDICATE WHETHER OR NOT PRODUCT OFFERED MEETS THE REQUIREMENT. ****

THIS PAGE MUST BE FILLED OUT AND INCLUDED WITH BID SUBMISSION*

Preferred specifications are detailed on pages 11-12.

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PREFERRED SPECIFICATIONS:

1. Hardware:

DVR Unit:

- DVR must support a minimum of two IP cameras and up to eight analog cameras, totaling 10 cameras per DVR.
- DVR must have an internal backup battery and power management system that will power all devices attached to DVR in the event of a power failure. Must be configurable via OTA (over the air) configuration changes. No external battery backup unit will be accepted.
- Wi-Fi must be built into the DVR and support a minimum of 802.11AC.
- GPS receiver should be built into the DVR, alternatives will be considered.
- DVR must include a minimum solid-state storage with additional storage options. Storage must be non-user accessible.
- DVR should have an integrated GPIO (General Purpose Input Output). In addition, GPIO interface must be configurable remotely.
- DVR should have an internal accelerometer and G-force sensor that is configurable via OTA configuration changes. Systems with external crash sensor module will be accepted.
- DVR should have an internal locked storage bay that will accommodate an alternate storage medium.
- DVR must support being activated via minimum methods/features such as a single event or as a chain of events i.e. light bar activation, door(s) open/close activation, configurable acceleration/G-force, wireless microphone(s), Speed threshold exceeded. DVR must be “aware” of all events, maintain a log for audit trail, and report said events to the back-end.
- To safeguard data, The DVR must support an option to encrypt its data at rest.
- DVR BIOS must have a password protection feature.
- DVR should be capable of use for interview room deployment (i.e.: support and record interview room audio and video recordings)

Cameras:

- System must include a minimum of two cameras; one front-facing camera and one backseat camera.
 - Front-facing Camera Specifications:
 - Front-facing camera should support multiple resolutions, with 720p and 480p resolutions preferred.
 - Front-facing camera must be capable of low-light video capture without the use of supplementary Infrared LEDs.
 - Front-facing camera should have an optical zoom capability.
 - To indicate recording, front-facing camera must have an indicator light. This light must turn off while system is recording in any Covert (Stealth) mode.
 - Backseat Camera Specifications:
 - Backseat camera should support at least a 480p resolution.
 - Backseat camera is preferred to have a field of view not to exceed 120 degrees.
 - Backseat camera must have supplementary IR LED lights capable of capturing video in low and no light.
 - Backseat camera should have an integrated microphone that captures all audio in the rear cabin of a patrol vehicle.

Mobile Video Control Display Unit:

- MVS system should include a control display unit with the following specifications:
 - Minimum 480p resolution.
 - Touch-screen capability for use.
 - Back-lit hardware buttons for Power, Covert (Stealth) mode, Menu, Brightness, Start/Stop record, Play, Zoom, Volume, Microphone mute/un-mute, and Camera View cycle.

- Able to be folded up in a vehicle out of line of sight.
- Auto-dimming ambient light sensor for Day/Night modes.
- Speakers built-in for playback of recorded audio.

Microphone:

- Wireless microphone must have a range of up to 1500ft line of sight.
- Wireless microphone should have anti-tampering capability.
- Wireless microphone should last a minimum of 12 hours continuous recording.
- Up to two wireless microphones must be supported at the same time (training cars).

Software:

- Front-end software
 - Must support more than one user logging into the system at the same time.
 - Must be “touch friendly” allowing for ease of use both via a display and/or and MDT (Mobile Data Terminal).
 - Must be capable of receiving updates securely via OTA (over the air).
- Back-end Software
 - Must be web-based and compatible with Microsoft Internet Explorer, Mozilla FireFox, or Google Chrome.
 - Evidence Video player should be HTML5-based.
 - Should be capable of a native AVL (Automatic Vehicle Location) function that displays all vehicles at no additional cost. No third party substitution will be accepted to give this capability.
 - Should have a native Analytics Map function capable of generating heat maps based on all digital evidence in the system.
 - Should be capable of displaying a live stream (view) of both MVS and BWC systems.
 - Must have native Redaction capabilities without the need for installation of third party software or plug-ins. Once applied, redaction filters must be made permanent and non-removable. Non-native or third party redaction capabilities will not be accepted.
 - Must be capable of generating reports with analytics relevant to evidence capture. Logs must include at a minimum: DVR Details, User Access logs, User Shared Logs, Enterprise Log, Unit Log, Storage Usage by user/unit, Assets List, Assets Available (downloaded), Assets viewed, Assets to expire/deleted, Assets Redacted, Evidence Audit Trail, Assets Unclassified.
 - System must also be capable of generating custom reports based on departmental needs and criteria. Logs must be exportable to PDF and Excel formats.
 - All digital evidence must have a checksum applied that is verified by the back-end before, during, and after upload for data integrity. Full log of these events must be viewable within the system.
 - Should have the native capability of sharing media via email. Sharing of media must have a full audit trail of IP address, email address, and any actions taken. Shared media must have an expiration date capability, and download capability.
 - Must have Integration with body worn camera that works seamlessly with the DVR. Automatic upload to DVR is required. The DVR evidence and the Body Worn Camera (BWC) must integrate in the backend in order to see the associated video on the same window or display.

Storage Options:

- Must presently have available a robust Cloud Storage Solution and a Self-Hosted model to allow for flexibility utilizing CJIS standards capable of unlimited storage of captured footage for a minimum of 90 days.
 - For Self-Hosted option provide required amount of storage to meet 90 day minimum standard.
 - Must provide native data encryption (256bit AES) of all data in transit without the use of VPN including data transfer on Ethernet, Wi-Fi and other means.

2. INTEGRATED BODY WORN CAMERA SYSTEMS

The Responder shall also provide KCSO with a proposal for a fully functioning Body Worn Camera System that integrates with the Vendor's in car audio/video recording system proposed for the Kendall County Sheriff's Office. It is to include all necessary equipment, materials, software, installation requirements or otherwise company authorized installers, configuration (hardware, software, and networking), documentation, testing, warranty and training services.

The Body Worn Camera System will capture footage of law enforcement activities via body worn camera/s as well as capture audio recordings of the associated video footage. All recordings will remain the property of KCSO.

If provider offers body worn cameras as part of the system or as an independent item the following are the preferred specs.

Body Worn Camera (BWC) preferred specs:

- Body Worn Camera (BWC) Hardware should meet rugged specifications for:
 - Operating Temperature
 - Storage Temperature
 - Thermal Shock
 - Vibration (Integrity)
 - Vibration (Vehicle)
 - IPX Rating
 - DROP
- BWC should have a Field of View not to exceed 120 degrees horizontally.
- BWC should have at least 64GB of on-board, solid state, non-user replaceable storage. Solutions with removable storage will not be accepted.
- Wi-Fi must be built into the BWC and support a minimum of 802.11N as standard. No other Wi-Fi standard will be accepted. Wi-Fi antenna must be internal to the device and be inaccessible to the end-user.
- GPS receiver must be built into the BWC. No external GPS receiver or secondary device that provides GPS will be accepted.
- BWC battery must meet the following specifications: Battery must allow for up to 12 hours continuous recording at 640x480. BWC must have a standby time that exceeds 24 hours.
- BWC should have the ability to tag video in the field using a hardware selector switch.
- BWC must be capable of low-light video capture without the use of supplementary Infrared LEDs.
- BWC weight should not exceed 4.5oz (130g).
- BWC must have a covert (stealth) mode that disables all spoken and audible cues. BWC must have a vibration feedback feature to indicate operation while in covert mode.
- BWC must be fully capable of integration with an In-car Digital Video Recorder (DVR)/Mobile Video System (MVS). Said integration should include, but is not limited to: Wireless activation of the BWC with in-car cameras, ability to offload video/audio files to the DVR, and live stream capable to a remote location.
- BWC should support being activated via minimum methods/features such as a single event or as a chain of events i.e. light bar activation, door(s) open/close activation, manual activation. BWC must be "aware" of all events, maintain a log for audit trail, and report said events to the back-end.
- To safeguard data, the BWC must support an option to encrypt its data at rest via 256-bit AES encryption. Data must also be capable of being encrypted in transit (Ethernet, Wi-Fi etc) with a minimum of 1024-bit RSA authentication and without the use of a VPN (Virtual Private Network).
- BWC must at a minimum have the following features:
 - Power
 - Bookmark

- Record
- Mute Audio
- Covert Mode

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- B. PROJECT TARGET DATES:** The following projected timetable should be used as a working guide for planning purposes. Kendall County and/or the Kendall County Sheriff's Office reserve the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
Pre-Bid Facility Tour	TBD at 1:00 p.m. CST
Proposals Due	TBD by 4:00 p.m. CST
Opening of Proposals	TBD at 10:30 a.m. CST
Begin to Provide Service	TBD
Completion of In-Car & Interrogation Room Camera Installation, Set up and required training.	TBD
Completion of Body Worn Camera Integration (If purchased)	TBD

- C. TRANSFER OF OWNERSHIP OR ASSIGNMENT of CONTRACT:** Vendor may use disclosed sub-contractors; however, awarded vendor shall not transfer the resulting contract or performance of contract to another individual or firm; nor shall the awarded vendor change or sub contract any portion of the awarded contract, during the contract period without consent of the Sheriff.

The terms and conditions of the RFP and resulting contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- D. ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS:** By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Kendall County and/or the Kendall County Sheriff's Office may rescind its acceptance of the Proposer's proposal. The insurance requirements are contained in the "GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS" below.
- E. RECYCLE POLICY:** Kendall County encourages all vendors to recycle and consider their impact upon the environment.
- F. TAX EXEMPT STATUS:** Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax. TAX EXEMPTION IDENTIFICATION NUMBER: E9995-9003-07. The County agrees to notify Vendor promptly in the event of a change in its tax-exempt status.
- G. SELECTION CRITERIA:** The Kendall County Sheriff intends to award this contract in whole to the lowest responsive and responsible Responder that is in compliance with all specifications,

terms and conditions contained herein. The Responder shall have specific experience supplying similar products, on a satisfactory basis, to other customers with a similar volume. In determining the lowest responsible Vendor, the County shall take into consideration the qualities of the services/articles supplied; their conformity with the specifications; their suitability to the requirements of the county, availability of support services; uniqueness of the service, materials, equipment, or supplies as it applies to networked, integrated computer systems; compatibility to existing equipment; and the delivery terms. The Kendall County Sheriff also reserves the right to consider bid prices, the references and successful service history, corporate experience and capability, financial capability, qualifications, proposed approach to the project, value added services and other related factors in the award decision that demonstrate the important factors of financial responsibility and ability to perform. Intangible factors, such as the Responders reputation and past performance in executing the County contract, will also be weighed in executing County contracts. The criteria are not necessarily listed in any particular order. The Sheriff may request additional information from all proposers and further evaluate the selection criteria.

An interview may be conducted during the selection process. Discussions may be conducted with the responsible Responders who submitted proposals determined to be reasonably susceptible of being selected for award, for the purpose of clarification to ensure there is full understanding and responsiveness to the solicitation requirements. Responders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revision may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offers.

The Kendall County Sheriff reserves the right to reject any or all proposals, waive any or all irregularities, and select the proposal which is in the best interest of Kendall County, Illinois. Kendall County and/or the Kendall County Sheriff's Office retain the authority to eliminate any service features that are deemed too costly or unnecessary. The County may seek clarification from a Proposer at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

The Responders failure to meet the mandatory requirements will result in the disqualification of the Vendor's proposal from further consideration as an unresponsive bid.

Submission of a proposal confers no rights on the Responder to selection or to a subsequent contract. This RFP process is for the County's benefit only and is intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion.

H. PROPOSER COMPETENCY: To allow the County to evaluate the competency and financial responsibility of a Responder, such Responder shall, when requested by the County, furnish the following information that shall be sworn to under oath:

1. Address and description of Proposer's plant and place of business.
2. Name and/or Articles of co-partnership of incorporation.
3. Itemized list of equipment available for use on the Responders awarded project.

4. Statement regarding any past, present, or pending litigation.
5. Such additional information as may be required that will satisfy the County that the Responder is adequately prepared in technical experience, or otherwise to fulfill the contract.
6. Documents to ensure that the Responder is in compliance with the current Fair Employment Practice requirements of the County.

I. DISQUALIFICATION OF RESPONDERS: Any of the following may be considered sufficient for the disqualification of a Responder and the rejection of his/her proposal(s):

1. Evidence of collusion among Responders.
2. Lack of responsibility as revealed by either financial or technical experience statements, as submitted.
3. Lack of expertise and poor workmanship as shown by performance history.
4. Uncompleted work under other contracts that in the judgment of the County might hinder or prevent the prompt completion of additional work is awarded.
5. Being in arrears on existing contracts, in litigation with the County, or having defaulted on a previous contract.

J. INVESTIGATION OF RESPONDERS: The County will make such investigations as are necessary to determine the ability of the Vendor to fulfill Proposal requirements. The Vendor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and services similar to that included in this Proposal. It shall be at the sole discretion of the County to reject any Proposal if it is determined the Vendor does not fully demonstrate its ability to carry out the obligations of the contract.

K. COMMENCEMENT OF WORK: The successful Responder must not commence any billable work prior to the County's execution of the contract (purchase order issuance) or until any required documents have been submitted. Work done prior to these circumstances shall be at the Responder's risk.

L. CHANGE IN OWNERSHIP/FINANCIAL VIABILITY STATUS: The Vendor shall notify Kendall County and/or the Kendall County Sheriff's Office immediately of any change in its status resulting from any of the following:

1. vendor is acquired by another party;
2. vendor becomes insolvent;
3. vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act;
4. vendor ceases to conduct its operations in normal course of business.

Kendall County and/or the Kendall County Sheriff's Office shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS

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

- b. **Equal Opportunity/Non-Discrimination:** The Vendor and any Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications. Vendor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

- c. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the Kendall County Sheriff, Attention: Deputy Commander Langston, Kendall County Sheriff's Office, 1102 Cornell Lane, Yorkville, IL 60560, fax (630) 553-1972, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Vendor, to: _____.

- d. **Payment:** Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*). Kendall County and/or the Kendall County Sheriff's Office reserve the right to reject any portion of the invoice that is outside the scope of the approved Project work or outside the scope of any additional approved work.

- e. **Entire Agreement:** This Agreement includes and incorporates by reference all terms and conditions set forth in the "General Terms and Conditions Vendor Must Agree to Incorporate into Final Contract Documents" as set forth in the RFP, as well as any and all other conditions, specifications, requirements, and attachments to the subject RFP, all of which are collectively referred to as the "Agreement". This Agreement may not be modified except in writing acknowledged by both parties.

- f. **Choice of Law and Venue:** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

- g. **Non-Appropriation:** In the event Kendall County and/or the Kendall County Sheriff's Office is in default under the Agreement because funds are not appropriated for a fiscal period subsequent

to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Vendor. In the event of a default due to non-appropriation of funds, Vendor and/or Kendall County has the right to terminate the Agreement upon providing thirty (30) days written notice to Vendor. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

- h. **Termination:** Vendor may terminate contract by providing one hundred eighty (180) days written notification. The Sheriff reserves the right to terminate this contract, or any part of this contract, upon ninety (90) days written notice without cause. In case of such termination, the Vendor shall be entitled to receive payment from the Sheriff for work completed to the termination date in accordance with the terms and conditions of this contract. In such case, no penalties and/or early termination charges shall be required from the Sheriff.

In the event that Vendor defaults, the Sheriff shall be entitled to cancel the contract for cause. Cause/Default shall occur when Vendor fails and/or refuses to carry out any obligation, term or condition of this contract. Upon default, the Sheriff will issue written notice to the Vendor for acting or failing to act as in any of the following:

1. The Vendor fails to adequately perform the services set forth of this contract;
2. The Vendor breaches any material clause of the contract;
3. The Vendor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
4. The Vendor provides material that does not meet the specifications of this contract and RFP;
5. The Vendor fails to progress in the performance of this contract and/or gives the County reason to believe that the Vendor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice, the Vendor shall have ten (10) days to provide a satisfactory, written response to the county. Failure on the part of the Vendor to adequately address all issues of concern and remedy such problems may result in the county resorting to any single or combination of the following remedies:

1. Cancel the contract;
2. Purchase substitute items and/or services elsewhere and charge the Vendor with any or all losses incurred, including attorney's fees and expenses;
3. Reserve all rights or claims of damage for breach or any covenants of the contract.

- i. **Warranties:** All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor to the highest standards and to the satisfaction of Kendall County and/or the Kendall County Sheriff's Office. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
- j. **Assignment:** Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- k. **Force Majeure:** Neither party will be responsible to the other for damage, loss, injury, or

interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

- i. Insurance:** Vendor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to the Kendall County Sheriff / Kendall County at the address set forth herein. Before starting work hereunder, Vendor shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County and the Kendall County Sheriff's Office shall be named as Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County and the Kendall County Sheriff's Office. Kendall County shall also be designated as the certificate holder. The Kendall County Sheriff's Office's or Kendall County's failure to demand such certificate of insurance shall not act as a waiver of Vendor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Vendor, nor be deemed as a limitation on Vendor's liability to Kendall County and/or the Kendall County Sheriff's Office under this Agreement.
- m. Indemnification:** Vendor shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, the Kendall County Sheriff, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Vendor or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of Vendor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the Kendall County Sheriff, Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, must be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Vendor's duty to indemnify, defend, and

hold Kendall County and the Kendall County Sheriff's Office harmless, as set forth above.

Kendall County and the Kendall County Sheriff's Office does not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or other law by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

- n. **Independent Contractor Relationship:** It is understood and agreed that Vendor is an independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County and/or the Kendall County Sheriff's Office. Vendor understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to Vendor's officers, employees, and agents for the performance of services set forth in the Agreement. Vendor further understands and agrees that Vendor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Vendor's officers, employees and/or agents who perform services as set forth in the Agreement. Vendor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents and agrees that Kendall County and/or the Kendall County Sheriff's Office are not responsible for providing any insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents. Vendor hereby agrees to defend with counsel of Kendall County and/or the Kendall County Sheriff's Office's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that Vendor, its officers, employees and/or agents may sustain while performing services under the Agreement.
- o. **Background Checks/Security:** Vendor shall exercise general and overall control of its officers, employees and/or agents. Vendor agrees that no one shall be assigned to perform work at Kendall County's facilities on behalf of Vendor, Vendor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Vendor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Vendor agrees that the individual shall not be assigned to perform work on or at Kendall County's facilities absent prior written consent from the Kendall County Sheriff. The Kendall County Sheriff, at any time, for any reason and in the Kendall County Sheriff's sole discretion, may require Vendor and/or Vendor's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Vendor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of

order in a correctional facility or any persons therein. Vendor further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within the facility.

- p. **Certification:** Vendor certifies that Vendor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Vendor further certifies by signing the Contract documents that Vendor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer or employee's official capacity. Nor has Vendor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
- q. **Conflict of Interest:** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- r. **Waiver:** County and/or Vendor's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- s. **Waiver of Lien:** Vendor hereby waives any claim of lien against subject vehicles and premises on behalf of Vendor, its officers, insurers, employees, agents, suppliers and/or subcontractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Vendor shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
- t. **Drug Free Workplace:** Vendor and its consultants, employees, Vendors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
- u. **MSDS:** When applicable, Vendor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
- v. **Confidentiality:** It is understood and agreed to by Vendor that all contracts entered into by a government body, such as Kendall County and/or the Kendall County Sheriff's Office, are open to public review and as such will be on file with the County Clerk's office and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).
- w. **OSHA:** The Vendor and any Subcontractors shall comply with all the provisions of the Federal

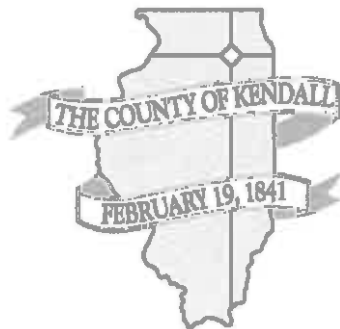
Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

- x. **Authority to Execute Agreement:** The County of Kendall and Vendor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- y. **Counterparts:** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- z. **Remedies:** In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.
- aa. **Prevailing Wage:** To the extent that this Agreement may call for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"), such work shall be covered under the Act. The Act requires Contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/Idol/Laws-Rules/CONMED/Pages/Rates.aspx>
The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. All Contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
- bb. **Employment of Illinois Workers on Public Works Act:** If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Act"), Contractor, its consultants, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Contractor understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

[DRAFT]

COUNTY OF KENDALL

**REVOLVING LOAN FUND PROGRAM
RECAPTURE STRATEGY**



**Kendall County
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Revised: March 21, 2017

KENDALL COUNTY REVOLVING LOAN FUND RECAPTURE STRATEGY

A. Revolving Loan Fund Goals and Objectives

1. Stimulate economic growth in the County of Kendall, Illinois, by assisting with the retention and growth of the existing industrial and commercial base, providing needed equity to new start-up businesses, and-providing an incentive for established businesses to relocate to the County of Kendall.
2. Assist new or existing Kendall County businesses to create and retain jobs.
3. Increase the County of Kendall property and sales tax base.
4. Provide businesses with the opportunity to expand.
5. Encourage and leverage loans to businesses by area private financial institutions.
6. Encourage and leverage loans to local governments to create or expand their own Revolving Loan Funds.
7. Grow Kendall County Revolving Loan Fund.

B. Revolving Loan Fund Management Plan

1. The County of Kendall shall appoint Kendall County Board members to the Kendall County Economic Development Committee. The Committee shall review all applications to the revolving fund after the County Economic Development staff have packaged the pre-application. The Committee will review the pre-application, and make a motion to move on to the application stage. After the necessary documentation is completed (as per the Revolving Loan Fund Process document), the Committee will vote on a recommendation of approval or denial. If approved, the loan will be moved to the County Board after the necessary documentation is completed and available for the Board Packet (as per the Revolving Loan Fund Process document). The County Board will formally approve or deny the application.
2. The Revolving Loan Fund will be staffed by the County's Economic Development staff, State's Attorney and County Treasurer.
3. The loan documents, including commitment agreements, liens, title policies, security recordings, transfer tax declarations, amortization schedules and security releases, shall be obtained or completed by the State's Attorney. The County Treasurer and Economic Development staff shall monitor repayments of the loan. Kendall County Economic Development staff shall monitor any other special conditions placed on the loan.
4. Delinquent Loans: Delinquent loans shall be handled as determined by the loan agreements. All legal rights will be exercised by the County to reclaim funds. The County State's Attorney will be consulted during foreclosure and liquidation proceedings if events warrant.

C. Assurances

1. Not more than 10 percent, or a maximum of \$5,000, of the annual revenue to the Revolving Loan Fund will be used for administration of the Revolving Loan Fund. Administrative expenses will be documented via receipts, bills, invoices, etc.

2. The County shall agree to pursue legal remedy to recover delinquent loans. Legal action shall include those authorized by federal and state law, including, but not limited to, efforts to collect and pursue the interests of the Revolving Loan Fund through bankruptcy court.

D. Revolving Loan Fund Guidelines

1. Revolving Loan Fund loans will be provided to three different types of entities: private businesses, local governments, and Kendall County inter-fund loans for non-economic development purposes.

a) Loans to private businesses

- a. The funds will be targeted to assist existing industrial and commercial base, startup businesses, and established businesses that will relocate to Kendall County, Illinois, on a first come, first serve basis as Kendall County expects to receive more applicants than available funding will cover. Applications that demonstrate the greatest potential for meeting the goals and objectives of the fund will be given the highest priority.
- b. Eligible use of funds
 - i. Site development/infrastructure extension costs.
 - ii. Construction of new facility or additions.
 - iii. Renovation of existing facilities.
 - iv. Leasehold improvements.
 - v. Purchase of new or used machinery or equipment.
 - vi. Working Capital.
 - vii. Projects of a speculative nature are ineligible for funding.
 - viii. For every \$50,000 of revolving funds provided, one full time equivalent (FTE) job should be created or retained.
 - ix. FTE jobs are positions consisting of a minimum of 1,950 hours worked per year.
 - x. Loans to private businesses shall not exceed \$100,000 per loan, and shall not exceed 80% of total project financing.
 - xi. The geographic area served by the fund will be within the boundaries of the County of Kendall.

b) Loans to local governments for economic development purposes

- a. Revolving Loan Funds must be used for economic development purposes
 - i. Economic development purposes are defined as a project that increases Equalized Assessed Value, creates or retains jobs, and/or directly supports a project that accomplishes either.
- b. Revolving Loan Funds must be placed into a local government's Revolving Loan Fund.
- c. Local government loans will have a minimum term of 3 years and a maximum term of 10 years.
- d. Guideline for interest rates for local government loans is Federal Funds Rate plus 1%. However, this does not restrict the Economic Development

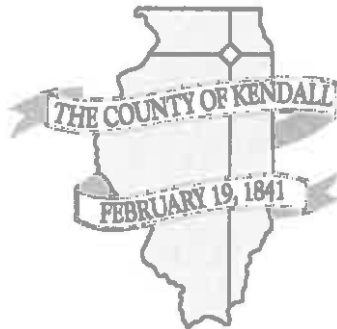
Committee or the Kendall County Board from adjusting the interest rate to meet the specifics of the loan.

- e. Individual Revolving Loan Fund loans to local governments shall not exceed \$750,000.

c) County Inter-fund Loans for non-economic development purposes

- a. Loans from the Revolving Loan Fund to other Kendall County funds are to be for specific projects.
 - i. Specific projects are defined as projects that have a defined cost and time frame.
 - ii. Inter-fund loans shall be for emergency or cash flow purposes that cannot be paid from other Kendall County funds.
 - 1. Emergency purposes are defined as non-budgeted expenses.
 - 2. Cash flow purposes are defined as budgeted projects within a fund that currently does not have the cash on hand.
 - iii. A Loan document will be created and approved by the Kendall County Board for Inter-fund Loans specifying the loan amount, term, and interest rate as well as the receiving Kendall County fund and project name.
 - iv. Inter-fund loans shall not exceed \$750,000.
 - 1. A maximum combined total of \$750,000 of the Revolving Loan Fund may be loaned out to other Kendall County funds at any one time.
 - v. Inter-fund loans may not have a term longer than 2 years. This is to maintain funds in the Revolving Loan Fund for the main purpose of economic development.
 - vi. Inter-fund loans will have a minimum interest rate equal to the Federal Fund Rate at the time the Inter-fund loan is approved by the Kendall County Board. The Economic Development Committee or the County Board may increase the interest above Federal Fund Rate, but not below it.
 - vii. Inter-fund loans require majority approval of the full County Board.
 - viii. After approval of an Inter-fund loan, modification of the amount, terms, and/or interest rate shall require a $\frac{3}{4}$ vote of the full County Board.

COUNTY OF KENDALL
REVOLVING FUND PROGRAM
RECAPTURE STRATEGY



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Revised: March 21, 2017

KENDALL COUNTY RF RECAPTURE STRATEGY

A. Revolving Fund Goals and Objectives

1. Stimulate economic growth in the County of Kendall, Illinois, by assisting with the retention and growth of the existing industrial and commercial base, providing needed equity to new start-up businesses, encouraging the development of minority and female owned businesses and providing an incentive for established businesses to relocate to the County of Kendall.
2. Assist new or existing Kendall County businesses to create and retain jobs.
3. Ensure that jobs are created or retained by business applicants benefit a minimum of 51% low-to-moderate income persons in the area.
4. Increase the County of Kendall property tax and sales base.
5. Provide businesses with the opportunity to expand.
6. Encourage and leverage loans to businesses by area private financial institutions.

B. Revolving Fund Strategy

1. Eligible use of funds
 - a. Site development/infrastructure extension costs.
 - b. Construction of new facility or additions.
 - c. Renovation of existing facilities.
 - d. Leasehold improvements.
 - e. Purchase of new or used machinery or equipment.
 - f. Working Capital
 - g. For every \$15,000 of revolving funds provided, one full time equivalent (FTE) job should be created or retained, 51% of which must be given to individuals from low-to-moderate income households in the area. (FTE jobs are positions consisting of a minimum of 1,950 hours worked per year).
 - h. Kendall County participation shall not exceed 30% of available RF funds or \$750,000, whichever is higher, and shall not exceed 50% of total project financing.
 - i. Projects of a speculative nature are ineligible for funding.
2. The geographic area served by the fund will be within the boundaries of the County of Kendall.
3. The funds will be targeted to assist existing industrial and commercial base, start up businesses, female and minority owned firms and established businesses that will relocated to Kendall County, Illinois, on a first come, first serve basis as the County of Kendall expects to receive more applicants than available funding will cover.

Applications that demonstrate the greatest potential for job creation and meeting the goals and objectives of the fund will be given the highest priority.

4. Applications will be generated by:
 - a. Sending RF information to the County's existing businesses.
 - b. Including RF information in the County's marketing package.
 - c. Provide information to municipal economic development commissions and area chamber of commerce associations to be included in their marketing information.
 - d. Staff participation in business related seminars, workshops or meetings held in the County.
 - e. Provide RF information to local chapter of NAACP, Urban League and other organizations representing minority groups and offer to speak at meetings periodically.
 - f. Provide information to area women's associations and service organizations.
 - g. Publicize approved loan projects by sending news releases to area media and holding ribbon cuttings and ground breaking ceremonies to encourage media coverage.
 - h. Area lending institutions will be provided with information about the RF and asked to inform potential borrowers of fund availability.

C. RF Management Plan

1. The County of Kendall shall appoint Kendall County Board members to the Kendall County Economic Development Commission. As needed, the Business Loan Review Committee shall consist of the Kendall County Economic Development Commission, State's Attorney, County Economic Development Director, County Treasurer and an experienced area financial institution lender. The committee shall review all applications to the revolving fund after the County Economic Development Director and a local financial institution lender have packaged the application and it is referred to the Kendall County Economic Development Commission. The Commission will meet with the applicant, meet with the representative of the participating lending institution, visit the site if necessary, negotiate terms, length, and security of loans and ensure compliance with the RF goals and objectives. A recommendation will be prepared for the County Board's review for approval or denial which will include a description of the project, project costs, and source of funds, security required, special conditions, and reasons for approval or denial. All other application information is kept confidential. The County Board will formally approve or deny the application.
2. The RF will be staffed by the County's Economic Development Director, State's Attorney and County Treasurer.
3. The loan documents, including commitment agreements, liens, title policies, security recordings, transfer tax declarations, amortization schedules and security releases, shall be obtained and completed by the State's Attorney. The County Treasurer and Economic Development Director shall monitor repayments of the loan, job creation

and/or retention reports required to be provided semi-annually until commitment is met, monitor other special conditions required by the loan and submit semi-annual reports on the status of the RF to the Department of Commerce and Economic Opportunity.

4. **Delinquent Loans:** When an RF payment becomes 10 days past due, the fund administrator will place a telephone call to the borrower and request payment. At 30 days past due the County will send a formal letter requesting payment. Should the payment become 45 days past due the matter will be turned over to the State's Attorney to pursue. All legal rights will be exercised by the county to reclaim funds. The County State's Attorney will be consulted during foreclosure and liquidation proceedings if events warrant.

D. Assurances

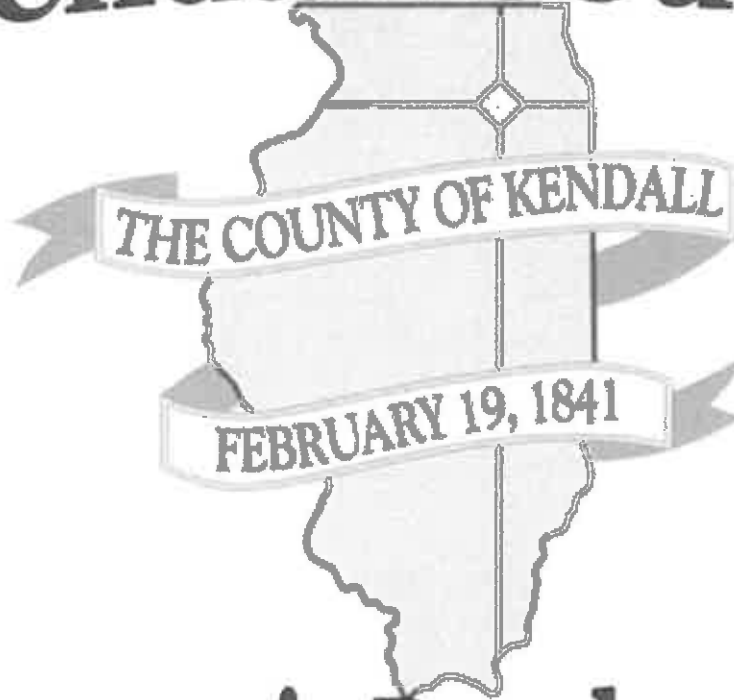
1. Not more than 10 percent of the annual revenue to the RF will be used for administration of the RF fund. Administrative expenses will be documented via receipts, bills, invoices, etc.
2. Assistance provided from the RF will result in at least 51 percent benefit to low-to-moderate income persons and these benefits will be documented by utilizing Job Training Partnership Act (JTPA) service providers, Illinois Employment and Training Centers, Workforce Investment Boards or the employee certification forms found in the RF handbook.
3. The County of Kendall agrees to report semi-annually on the status of the RF to the Department of Commerce and Economic Opportunity.
4. Any changes to the recapture strategy will be submitted to the Department of Commerce and Economic Opportunity.
5. The grantee shall agree to pursue legal remedy to recover delinquent loans. Legal action shall include that authorized by federal and state law, including, but not limited to, efforts to collect and pursue the interests of the RF through bankruptcy court.
6. A minimum leverage ratio of \$1 non-CDAP funds to \$1 CDAP RF funds must be obtained for each project. RF funds may not comprise more than 50% of the financing for any project.
7. The grantee shall assure that environmental reviews will be completed for each project funded, as well as prevailing wages paid if applicable.

E. Exemptions

1. Loans to local governments for economic development purposes are exempt from this Recapture Strategy.

REVOLVING FUND PROGRAM PROCESS

Kendall County



Economic Development

County of Kendall
Office of Administration
111 West Fox Street
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Foreword

This process can take 60 days as measured from the first approval of the Economic Development Committee. The pre-application work before the first Committee can take a variable amount of time. Due to this, we recommend that applicants budget 90 to 120 days before the funds are needed.

Phase 1: Pre-Application

The first step in the process is to fill out the Pre-Application form. This form is located on the Kendall County website, and is also available in hardcopy from Kendall County Economic Development.

The purpose of the pre-application stage is to assess the viability and suitability of a Revolving Fund (RF) Loan. Credit, collateral, and assets (among others) are assessed to determine viability of the potential loan repayment. In addition, other resources such as small business loans are examined to see if the applicant would be better suited to the applicant's project. The goal of this phase is to find the best funding option for the applicant whether it is a RF Loan or not. The end goal is helping the applicant's project succeed.

At the end of this phase, Kendall County staff will make a recommendation at the next scheduled Economic Development Committee meeting.

Phase 2: 1st Economic Development Committee

This phase starts with the RF Loan placed as an agenda item on the Economic Development Committee meeting. The Economic Development Committee is composed of five County Board members. The applicant(s) are welcomed and encouraged to attend this meeting to give background on themselves, their business, and the project as well as answer any questions the Committee may pose. Staff will present its recommendation and rationale during this time. At the end of the agenda item, the Committee will make a decision on how to proceed with the application.

Phase 3: Full Application

After approval of the Economic Development Committee to move forward, the full application process will be undertaken. Steps in this process include:

1. \$500 deposit (applied to closing costs)
2. Full application
3. Title search (if necessary)
4. UCC-1 search (if necessary)
5. Affidavits of Identity (if necessary);
6. Other Documents as requested

Following the submission and review of all necessary documents, staff will make a recommendation of amount, interest, and term. This will be placed on the next scheduled Economic Development Committee meeting.

Phase 4: 2nd Economic Development Committee

At the second Economic Development Committee meeting staff will present their recommendation. Once again, applicant(s) are encouraged to be there to answer any questions that the Committee may have.

The Committee will discuss approval or rejection of the application as well as final amount, interest, and term. If approved, the Committee will send the item to the full County Board for approval.

Before the item will appear on the County Board agenda, a resolution detailing the loan will be drafted by staff. In addition to that resolution, any additional paperwork including, but not limited to, amortization schedule, mortgages, promissory notes, security agreements, and UCC-1 filings, will be created/submitted. These items will be available for review by applicants as they come available. After these items are finalized they will be included in the agenda item sent to the County Board.

Phase 5: County Board Meeting

At the County Board meeting, the agenda item will be heard by the full County Board. The Economic Development Committee Chair and/or designated staff will speak on the item, and offer the recommendation. The County Board and/or other pertinent parties will discuss the item. Applicant(s) are encouraged to attend to answer any questions posed.

If approved by the County Board, applicant(s) and staff will set up a time for final closing with all necessary parties.

Phase 6: Closing

At the closing, County staff will include an Economic Development representative, a State's Attorney representative, a staff notary, and any pertinent parties from the applicant. At this time any additional closing costs will be due.

Copies of the paperwork will be held by Kendall County Economic Development as well as being filed with the Kendall County Clerk, Kendall County Treasurer, and the Kendall County State's Attorney Offices in addition to the provided copy to the applicant.

After all the paperwork has been filed the Kendall County Treasurer will set up the details of payment after which funds will be disbursed.

Final Payment:

After a loan's final payment is confirmed to be paid in full, Kendall County will release any collateral that is held on the loan. This may take up to two weeks. A letter confirming the loan has been paid in full will be approved by the Economic Development Committee.