



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

**Thursday, August 11, 2016 at 4:00 PM**

**AGENDA**

- 1. Call to Order and Pledge of Allegiance**
- 2. Roll Call:** Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder (Board Vice Chair), Dan Koukol, Matthew Prochaska, John Purcell, Jeff Wehrli, John Shaw (Board Chair)
- 3. Items of Business**
  - *Approval of Agreement with Current Technologies to purchase Wireless Link at an amount not to exceed \$24,891.24*
  - *Discussion on Enforcement of Noise Regulations for Banquet Hall Facilities*
- 4. Public Comment**
- 5. Questions from the Media**
- 6. Chairman's Report**
- 7. Review Board Action Items**
- 8. Executive Session**
- 9. Adjournment**

**COUNTY OF KENDALL, ILLINOIS**  
**COMMITTEE OF THE WHOLE**  
**Meeting Minutes**  
**Thursday, July 14, 2016**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The meeting was called to order by County Board Chair John A. Shaw at 4:30p.m., who led the committee in the Pledge to the American Flag.

**ROLL CALL**

Present: Jeff Wehrli - , John Shaw – yes, Lynn Cullick - here, Judy Gilmour here, Matthew Prochaska - here, Bob Davidson – yes, John Purcell – yes, Scott Gryder - here

Board Members Absent: Elizabeth Flowers, Dan Koukol (excused)

*Member Purcell entered the meeting at 4:43p.m.*

Staff present: ASA Leslie Johnson, Scott Koeppel, Amaal Tokars and Jeff Wilkins

**ITEMS OF BUSINESS**

➤ *From Admin HR Committee:*

- *Discussion on Email Access for Non-County Employees* – Member Cullick reported that the Admin HR Committee has discussed this issue at two of their meetings, and said that there are some township employees, as well as some non-county departments or groups. Ms. Cullick stated that the committee had some concern about these individuals not being held accountable for agreeing to the County’s email policy, nor do we have any signed letter of understanding from them acknowledging the county’s policy.

Scott Koeppel, Technology Director, stated that these groups or individuals are using very little email or network storage space.

Discussion on access to the County’s domain, staff time required to assist these individuals with technology issues, and setting a precedent for future non-county employee users.

**There was consensus by the committee to require any Non-County employee to sign the County’s Email policy, and to notify Technology Services when any of the users from their organization is no longer employed in that capacity, and the understanding that Technology Services is only able to provide minimal phone support for any issues Non-County agencies have when using the County network.**

**PUBLIC COMMENT – None**

**QUESTIONS FROM THE MEDIA –** Jim Wyman, WSPY asked Mr. Koepfel to identify which township assessors utilize the County's email. Mr. Koepfel was able to provide names of the non-county employees currently utilizing the county network.

**CHAIRMAN'S REPORT –** No report

**REVIEW BOARD ACTION ITEMS –** Chair Shaw asked the committee to review the July 19, 2016 Board agenda for any necessary changes or additions.

**EXECUTIVE SESSION –** Member Davidson made a motion to enter Executive Session for the purpose of collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees (5 ILCS 120/2 (c) 2), second by Member Cullick.

**ROLL CALL:** Member Davidson – yes, Member Gilmour – yes, Member Gryder – yes, Member Prochaska – yes, Member Cullick – yes, Member Wehrli – yes, Member Shaw – aye. **With all members present voting aye, the committee entered Executive Session at 4:31p.m.**

Member Gilmour made a motion to reconvene in Open Session, second by Member Cullick. **With all in agreement, the committee returned to Open Session at 5:40p.m.**

**ADJOURNMENT –** Member Prochaska moved to adjourn the meeting at 5:41p.m., Member Wehrli seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary

Date 07/20/16  
 Quote # CTCQ16320-02  
 Quoted By CMoomey

Current Technologies  
 1423 Centre Circle  
 Downers Grove, IL 60515  
 630.388.0240  
 fax: 630.388.0241  
 currenttech.net



Quote | Order Form

Sold To:

Kendall County  
 Scott Koeppel  
 111 W Fox Street  
 Yorkville, IL 60560  
 United States  
 Phone: (630) 553-8881  
 Fax:  
 skoeppel@co.kendall.il.us

Ship To:

Kendall County  
 Scott Koeppel  
 111 W Fox Street  
 Yorkville, IL 60560  
 United States  
 Phone: (630) 553-8881  
 Fax:  
 skoeppel@co.kendall.il.us

Line #	Description	Qty	Unit Price	Ext. Price
1	DragonWave Point-to-Point Wireless Link	1	\$16,419.12	\$16,419.12
2	Harmony Enhanced MC 18 GHz Band 1 TxH, High Power			
3	Harmony Enhanced MC 18 GHz Band 1 TxL, High Power			
4	(2) Harmony Enhanced Basic Software (no charge)			
5	(2) 1000 Mbps capacity RLK			
6	(2) Dual Carrier Operation			
7	(2) ACM RLK			
8	3 Year Harmony Enhanced MC Global Advanced Replacement - Incl. Warranty - Purchased in First year			
9	256AES Encryption RLK			
10	3 Year Harmony Enhanced MC Global Advanced Replacement - Incl. Warranty - Purchased in First year (No Charge)	1		
11	256AES Encryption RLK (No Charge)	1		
12				
13	Installation Materials	1	\$2,247.12	\$2,247.12
14	(2) 3m Grounding Cable			
15	(2) Outdoor Surge Arrestor, 3 Input (2 Copper, 1 Power)			
16	Power cable reel, 300m, Shielded, 16AWG			
17	(4) RJ45 connector for Ethernet cable			
18	(2) 1' / 30cm, 18 GHz Antenna, Clip-Mount			
19				

Line #	Description	Qty	Unit Price	Ext. Price
20	Tower Labor	2	\$2,800.00	\$5,600.00
21	FCC Licensing Fee	1	\$625.00	\$625.00
			<b>Total</b>	<b>\$24,891.24</b>

Any lease payments shown are estimates only and final figures will be provided by third party lender subject to credit approval. The purchase of products and/or services from Current Technologies are subject to the standard terms and conditions located at the following URL: <http://www.currenttech.net/terms.pdf> By signing this Quote/Order Form you are agreeing that you have read and agreed to the terms and conditions.

All software renewals require prepayment. Hardware/Software orders over \$2,500 require 50% payment up front, 50% due within 15 days of receipt. Pricing valid for 30 days from date of quotation. Labor not included unless explicitly stated in writing.

**Shipping/Handling & applicable sales tax are not included in this quote and will be invoiced.**

Quote # CTCQ16320-02

Agreed and Accepted:

\_\_\_\_\_

Kendall County

\_\_\_\_\_

Date

\_\_\_\_\_

PO #

Ordering Instructions: Email to: [orders@currenttech.net](mailto:orders@currenttech.net) or Fax to: 630-388-0241



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/25/2016

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

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

<b>PRODUCER</b>	Hometowne Insurance Services, Inc. 155 Chicago Rd. Oswego IL 60543	<b>CONTACT NAME:</b> Tim Leverich	<b>PHONE (A/C, No, Ext):</b> 630-554-4040	<b>FAX (A/C, No):</b> 630-554-4646
		<b>E-MAIL ADDRESS:</b> tim@hometowneinsurance.com		
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>	Current Technologies Corporation 1423 Centre Circle DOWNS GROVE IL 60515	<b>INSURER A:</b> Sentinel Insurance Company, LTD	11000	
		<b>INSURER B:</b> Hartford Accident & Indemnity Company	22357	
		<b>INSURER C:</b> Hartford Insurance Company of the Midwest	37478	
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDD (SUNR) ISSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	83SBANX3655	03/06/2016	03/06/2017	EACH OCCURRENCE \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
B	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	N	N	83UECZH1825	03/06/2016	03/06/2017	MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PERSONAL & ADV INJURY \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	N	N	83 SBANX3655	03/06/2016	03/06/2017	GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						PRODUCTS - COMP/OP AGG \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	83WECCD4218	03/06/2016	03/06/2017	PER STATUTE
							OTH-ER
A	Crime	N	N	83SBANX3655	03/06/2016	03/06/2017	\$ - \$10,000- \$1,000
A	Errors & Omissions	N	N	83SBANX3655	03/06/2016	03/06/2017	\$ - \$1,000,000 Agg- \$1,000,000 Occ.

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Kendall County is Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage with written contract.  
Kendall County is in favor of Waiver of Subrogation with respect to General Liability and Workers Compensation policies with written contract.

### CERTIFICATE HOLDER CANCELLATION

Kendall County 111 W. Fox Street YORKVILLE IL 60560	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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## **ADDITIONAL TERMS AND CONDITIONS – ADDENDUM 1**

The following Terms and Conditions are incorporated into the Current Technologies Corporation "Order | Quote Form" for Quote # CTCQ16320 and the "Standard Terms and Conditions" along with any other applicable terms and conditions affecting such agreements (hereinafter collectively referred to as "Agreement") and therefore is made a part of them. To the extent that any of the terms conflict, those contained within this Addendum shall control. For the purposes of this Addendum, Current Technologies Corporation shall be referred to as "CTC".

1. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*), and any payment terms that have been asserted in conflict with said Act shall not apply.
2. Services provided by CTC under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. No warranties implied or explicit may be waived or denied.
3. All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.
4. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Customer or CTC. CTC'S services under this Agreement are being performed solely for the Customer's benefit, and no other party or entity shall have any claim against CTC because of this Agreement or the performance or nonperformance of services hereunder.
5. CTC acknowledges that it may have access to confidential information of the Customer and its Affiliates because of its access to the Customer's and its Affiliates' records and facilities. CTC shall not use or review any written or verbal information which, by its nature and under the circumstances is confidential, including, but not limited to, information in County files, and any other information the Customer or its Affiliates deems confidential and notifies CTC of same. CTC shall in no event disclose any information as to which disclosure is prohibited by applicable law. In the event that CTC becomes aware of an unauthorized use, reproduction or disclosure of Customer's confidential data, CTC agrees (a) to promptly notify Customer of the unauthorized use, reproduction or disclosure and (b) take all steps reasonably necessary to assist Customer in retrieving Customer's data.
6. CTC certifies that CTC, 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).

7. CTC agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
8. CTC, 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.
9. In the event Customer 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 Customer agrees to provide prompt written notice of said occurrence to CTC. In the event of a default due to non-appropriation of funds, Customer has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
10. 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.
11. 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





17. It is understood and agreed that CTC is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Customer. CTC understands and agrees that CTC is solely responsible for paying all wages, benefits and any other compensation due and owing to CTC's officers, employees, and agents for the performance of services set forth in the Agreement. CTC further understands and agrees that CTC is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for CTC's officers, employees and/or agents who perform services as set forth in the Agreement. CTC also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of CTC, CTC's officers, employees and agents and agrees that Customer is not responsible for providing any insurance coverage for the benefit of CTC, CTC's officers, employees and agents. CTC hereby agrees to defend with counsel of Customer's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Customer, its board members, officials, employees, insurers, and agents for any alleged injuries that CTC, its officers, employees and/or agents may sustain while performing services under the Agreement.
18. CTC agrees to indemnify and hold harmless Customer, including their past, present, and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys' fees and other legal expenses, which Customer and their past, present and future board members, elected officials, insurers, employees, and/or agents may sustain, incur or be required to pay arising out of CTC's performance, or failure to adequately perform, its obligations pursuant to this Agreement.
19. Because this agreement includes access to Customer's computers and records, CTC shall exercise general and overall control of its officers & employees. CTC agrees that no one shall be assigned to perform work on/at Customer's systems and facilities on behalf of CTC, CTC's consultants, subcontractors and their respective officers, employees, agents and assigns unless CTC 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, CTC agrees that the individual shall not be assigned to perform work on Customer's systems or at Customer's facilities absent prior written consent from the Customer. Customer, at any time, for any reason and in their sole discretion, may require CTC and/or CTC's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement. Further, CTC 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, contractors 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. CTC further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within such facility.

20. CTC 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 Kendall County at the address set forth above. Before starting work hereunder, CTC shall deposit with Customer 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 \$2,000,000 per occurrence and \$2,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County shall be named as an 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. Kendall County shall also be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of CTC'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 CTC, nor be deemed as a limitation on CTC's liability to Kendall County in this Agreement.
21. 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. This Agreement may be amended only in a writing signed by CTC and the Customer.
22. Customer and CTC warrant that those parties executing the Agreement have all necessary political, corporate and other authority required to enter into the Agreement.

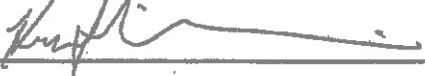
**Customer**

by \_\_\_\_\_

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

Title \_\_\_\_\_

**Current Technologies Corporation**

by  \_\_\_\_\_

Date: 8/2/16

Title V.P.

## **SECTION 7.00 AGRICULTURAL DISTRICT**

### **SPECIAL USES PERMITTED**

The following special uses may be permitted only if specifically authorized by the County Board as allowed in Section 13.07.

Banquet Halls are permitted subject to the following conditions:

- a. The facility shall have direct access to a road designated as an arterial roadway or major collector road as identified in the Land Resource Management Plan.
- b. The subject parcel must be a minimum of 5 acres.
- c. The use of this property shall be in compliance with all applicable ordinances. The banquet facility shall conform to the regulations of the Kendall County Health Department and the Kendall County Liquor Control Ordinance. (Ord. 99-34)
- d. Off-street parking, lighting and landscaping shall be provided in accordance with the provisions of Section 11 of the zoning ordinance.
- e. All signage shall comply with the provisions of Section 12 of the Kendall County Zoning Ordinance.
- f. Retail sales are permitted as long as the retail sales will be ancillary to the main operation.
- g. The noise regulations are as follows:

**Day Hours:** No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

**Night Hours:** No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

**Exemption: Powered Equipment:** Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.