



COUNTY OF KENDALL, ILLINOIS

Admin & HR Committee

County Office Building
County Board Rooms 209-210
Yorkville IL 60560

Thursday, January 7, 2016 - 9:00 A.M.

MEETING AGENDA

1. **Call to Order**
2. **Roll Call:** Judy Gilmour, Dan Koukol, John Purcell, John A. Shaw, Lynn Cullick
3. **Approval of Agenda**
4. **Approval of Minutes from December 3, 2015 Meeting**
5. **Monthly Reports**
 - a. **CBIZ Update**
 - b. **County Administrator**
 - c. **Department Heads and Elected Officials**
6. **Old Business**
7. **New Business**
 - *Resolution to Change the Length of Time a Journal Copy of Email is kept by Technology Services*
 - *Approval of a Form to Request Archived Emails from the Journal Copy*
 - *AT & T Internet Contracts*
 - *Discussion on Ordinances regarding Raffles and Poker Runs*
 - *County Organizational Chart*
 - *Employee Handbook*
8. **Action Items for County Board**
9. **Public Comment**
10. **Executive Session**
11. **Adjournment**

KENDALL COUNTY
COW/ADMINISTRATION HUMAN RESOURCES
County Office Building
County Board Rooms 209-210
111 W. Fox Street, Yorkville IL
Meeting Minutes
Thursday, December 3, 2015

CALL TO ORDER

The meeting was called to order by Admin HR Committee Chair Lynn Cullick at 9:00a.m.

ROLL CALL

Committee Members Present: John Purcell - present, Lynn Cullick - here, John A. Shaw - aye, Judy Gilmour - here

Committee Members Absent: Dan Koukol

Others present: Glenn Campos, Scott Koeppel, Becki Rudolph, Jeff Wilkins

APPROVAL OF AGENDA: Member Gilmour made a motion to approve the agenda as presented, second by Member Shaw. **With all in agreement, the motion carried.**

APPROVAL OF MINUTES: Member Purcell made a motion to approve the November 5, 2015 meeting minutes, second by Member Gilmour. **With all in agreement, the motion passed.**

MONTHLY REPORTS

- a. **CBIZ Update** – Jim Pajauskas reported that the insurance plan renewal process is now in place, and the paperwork has been provided. Mr. Pajauskas said that they hosted two meetings, with an attendance of 20-30 in each informational and presentation meetings. Mr. Pajauskas suggested having a mandatory meeting beginning next year for all employees once a year so that insurance and benefit information can be shared accurately, and employees can be fully informed and understand the different plans and benefits each year.

Mr. Pajauskas also suggested reviewing ways at the January meeting to continue to educate employees on how to better utilize their insurance programs. If everyone continues to use the programs in the same way, it won't help the issue of high claims.

Mr. Pajauskas also briefed the committee on the affordable care act taxes and penalties, the potential 40% premium penalty for every dollar above the threshold that the county would be required to pay, and the risk the county could face if the other plans reach those same thresholds.

Mr. Pajauskas will attend the December 10th Committee of the Whole meeting to update the full board on health insurance.

- b. County Administrator** - Jeff Wilkins reported that KenCom has selected to go to on their own stand-alone policy with Travelers for worker's compensation and with ICRMT for property and casualty insurance.

Mr. Wilkins reported that that the City of Yorkville is considering the development of senior housing apartments, and invited the County to participate in the meeting. Mr. Wilkins will update the committee following the meeting on any progress.

Mr. Wilkins reported that Jim Olson notified him that he is moving out of the building that he has been renting from the County at the end of December 2015. Mr. Wilkins will proceed with the process to revise the assessment on the building through the County Assessment office and the State of Illinois. The County will have to pay the building taxes for this year.

Mr. Wilkins stated that CMAP updated the county on the Industrial Market Analysis last evening, and that the county will meet with them again in January, and then provide a final report at the March 2016 Mayors Managers meeting.

Mr. Wilkins also reported that there have been discussions about ways to utilize the county website to provide additional information, videos, etc. to county employees.

Mr. Wilkins said that he reviewed the employee evaluations with Scott and Jim, and will probably have training on how to conduct the evaluations in May and then implement the evaluations in July.

Mr. Wilkins also briefly reviewed the annual Human Resource reports with the committee.

- c. Department Heads and Elected Officials** – Technology Director Scott Koeppel reported that they have added building footprints to the GIS website when you bring up the various aerial views, which should be a help for assessments and the Board of Review.

Mr. Koeppel also reported that Technology worked with Facilities on swap out old copiers with new ones in some county offices. They will default the copiers to black and white copies for additional cost savings for the county.

Technology has been installing new computers and printers that were purchased at the end of the fiscal year. Some of the equipment was eight or nine years old.

Technology completed installing a new camera system in the Child Advocacy Center in the Courthouse.

Technology has met with the 708 Mental Health Board regarding the development of a 708 Mental Health webpage on the County website.

Member Purcell expressed his frustration in using the county GIS website. He stated that the information should be more user-friendly for the average citizen to use. Member Purcell stated that he was looking for specific parcels, the sales data for the neighborhood, when things sold and the selling price. Technology Director Scott Koeppel stated that he will

review the program and see if there are ways to improve the ease of usage for the general public.

OLD BUSINESS - none

NEW BUSINESS

- *Resolution to Change the Length of Time a Journal Copy of Email is kept by Technology Services* – Scott Koepfel said that journal copy of email is currently only stored for 30 days. Mr. Koepfel stated that he feels that they are not correctly using the technology that is available, and are at approximately 1% capacity on the archiver. As a result, employees are keeping emails in their inboxes because they feel they might need to reproduce them for FOIA or lawsuits. Mr. Koepfel said the appropriate place would be to store those emails on the actual archiver, thus eliminating the need to purchase additional storage. Employees have access to their own archiver if they need access, and technology would have access to all emails archived. Mr. Koepfel proposed keeping county business emails for five years. **There was consensus to table this item until the next month's meeting.**
- *Approve a Form to Request Archived Emails from the Journal Copy* – Mr. Koepfel reviewed a form that Technology would maintain for personnel to obtain a copy of another employee's email. The form would require department head or elected official signature approving the request. **There was consensus to table this item until the next month's meeting.**
- *County Organizational Chart* – Item tabled until the next meeting
- *Employee Handbook* – Item tabled until the next meeting

EXECUTIVE SESSION – None needed

ACTION ITEMS FOR COUNTY BOARD

ITEMS FOR COMMITTEE OF THE WHOLE - None

PUBLIC COMMENT – None

The committee will not meet on December 22, 2015

ADJOURNMENT – Member Gilmour moved to adjourn the meeting at 10:29a.m., Member Purcell seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

MONTHLY MEDICAL INSURANCE REPORT

December 31, 2015

Blue Cross	<u>Dec-14</u>	<u>Jan-15</u>	<u>Dec-15</u>	<u>Jan-16</u>	Annual Cost Plan per EE	<u>Others</u>
BAE Employee	55	56	55	55	\$9,230.38	6
BAE Family	50	45	44	42	\$23,075.38	5
PPO Employee	60	57	50	16	\$12,134.63	1
PPO Family	44	37	36	14	\$29,065.22	4
H.S.A. - Emp	26	33	38	73	\$8,026.48 *	9
H.S.A. - Fam	48	51	54	79	\$19,063.20 *	6
Total Enrolled	<u>283</u>	<u>279</u>	<u>277</u>	<u>279</u>		<u>31</u>
Dental EE		163				44
Dental Family		182				25
Total Enrolled		<u>345</u>				<u>69</u>

Premiums and headcount paid as of monthly report date

- * Does not include ER HSA contribution
 Others Include ROE, KEN COM, Forest Preserve, COBRA, and Retirees

FY 16 MONTHLY MEDICAL INSURANCE INVOICES

	12/31/2015	1/31/2016	2/28/2016	3/31/2016	4/30/2016	5/31/2016	6/30/2016	7/31/2016	8/31/2016	9/30/2016	10/31/2016	11/30/2016	Totals
BlueCross Medical Premium	\$ 347,954												\$ 347,954
Met Life Dental Premium	22,476												\$ 22,476
Lincoln Life Premium	726												\$ 726
Health Savings Account	343,500												\$ 343,500
TOTALS	\$ 714,657	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 714,657

FY 15 MONTHLY MEDICAL INSURANCE INVOICES

(BUDGETED: \$4,747,400) * 91.4% of Budget

	12/31/2014	1/31/2015	2/28/2015	3/31/2015	4/30/2015	5/31/2015	6/30/2015	7/31/2015	8/31/2015	9/30/2015	10/31/2015	11/30/2015	Totals
BlueCross Medical Premium	\$ 315,655	\$ 322,904	\$ 323,368	\$ 321,771	\$ 328,759	\$ 329,521	\$ 318,882	\$ 322,074	\$ 319,795	\$ 313,546	\$ 313,232	\$ 323,642	\$ 3,853,148
Met Life Dental Premium	22,281	22,179	22,235	22,772	22,897	22,601	22,372	22,315	22,077	22,043	22,099	22,293	\$ 268,164
Lincoln Life Premium	718	730	743	742	759	747	737	732	726	730	736	729	\$ 8,829
Health Savings Account	16,375	17,375	17,000	17,000	18,000	18,125	17,500	17,750	17,000	17,125	18,500	17,750	\$ 209,500
TOTALS	\$ 355,029	\$ 363,188	\$ 363,345	\$ 362,285	\$ 370,415	\$ 370,994	\$ 359,492	\$ 362,870	\$ 359,599	\$ 353,444	\$ 354,566	\$ 364,414	\$ 4,339,641

FY 14 MONTHLY MEDICAL INSURANCE INVOICES

(BUDGETED: \$4,680,373) \$235,077 under FY

	12/31/2013	1/31/2014	2/28/2014	3/31/2014	4/30/2014	5/31/2014	6/30/2014	7/31/2014	8/31/2014	9/30/2014	10/31/2014	11/30/2014	Totals
BlueCross Medical Premium	\$ 333,830	\$ 337,723	\$ 333,582	\$ 323,495	\$ 334,201	\$ 334,375	\$ 327,651	\$ 325,037	\$ 324,487	\$ 330,947	\$ 324,542	\$ 332,659	\$ 3,962,531
Met Life Dental Premium	23,904	23,695	23,582	23,332	22,979	23,766	23,240	23,262	23,251	22,611	23,069	22,886	\$ 279,577
Lincoln Life Premium	637	826	785	778	743	743	750	750	745	750	750	743	\$ 15,687
Health Savings Account	15,875	15,875	15,875	15,750	15,750	16,500	16,375	15,875	15,250	15,250	15,250	13,875	\$ 187,500
TOTALS	\$ 374,246	\$ 378,120	\$ 373,825	\$ 363,355	\$ 373,673	\$ 375,384	\$ 368,016	\$ 364,925	\$ 363,733	\$ 369,558	\$ 363,611	\$ 376,850	\$ 4,445,296

FY 13 MONTHLY MEDICAL INSURANCE INVOICES

	12/31/2012	1/31/2013	2/28/2013	3/31/2013	4/30/2013	5/31/2013	6/30/2013	7/31/2013	8/31/2013	9/30/2013	10/31/2013	11/30/2013	Totals
BlueCross Medical Premium	\$ 388,429	\$ 323,668	\$ 348,602	\$ 339,854	\$ 342,421	\$ 343,576	\$ 341,555	\$ 340,995	\$ 333,428	\$ 334,508	\$ 338,081	\$ 339,583	\$ 4,114,699
Lincoln Dental Premium	21,939	23,232	21,747	22,168	22,133	23,625	22,498	22,874	22,863	22,818	22,555	*	\$ 248,451
Met Life Dental Premium	*	*	*	*	*	*	*	*	*	*	*	*	\$ 22,428
Lincoln Life Premium	708	714	733	717	737	739	734	727	747	753	726	731	\$ 8,766
Health Savings Account	11,625	11,625	13,500	12,500	12,875	12,625	12,875	12,625	12,625	13,125	12,875	12,875	\$ 151,750
TOTALS	\$ 422,701	\$ 359,238	\$ 384,582	\$ 375,239	\$ 378,166	\$ 380,565	\$ 377,662	\$ 377,220	\$ 369,662	\$ 371,204	\$ 374,237	\$ 375,617	\$ 4,546,094

Benefits Paid as of 12/31/15

MONTHLY ADMINISTRATION / HR SUMMARY REPORT

December 31, 2015

Workers' Comp. Claims (12/1/15-11/30/16)			
	Prior Year Total	YTD	Current Month
Administration			
Animal Control	5		
Circuit Clerk			
County Clerk		1	1
Facilities	3		
Forest Preserve	1	1	1
Health Dept.	3	1	1
HWY			
Judiciary			
PBZ			
Probation	2		
Public Defender			
Sheriff	7	2	2
State's Attorney		1	1
Technology			
VAC			
Totals	21	6	6

New Hires/Terminations (12/1/15-11/30/16)				
Department	New Hires		Resignations/Terms	
	YTD	Current Month	YTD	Current Month
Administration				
Animal Contr				
Circuit Clerk			1	1
County Clerk				
Facilities				
Forest Pres	1	1		
Health Dept.				
HWY				
KenCom			2	2
PBZ				
Probation				
Public Defender				
Sheriff	1	1	1	1
State's Att	1	1		
Technology				
VAC				
Totals	3	3	4	4

Property Claims (12/1/15-11/30/16)			
Dept	Description	Insurance	Amount
Total			\$0.00

MELLON HSA SOLUTIONS		
	Date	Deposit
1	12/31/14	343,500
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
Total		\$ 343,500

W.C. Claims Expense (12/1/15-11/30/16)		
December	\$	6,755
PEDA Reimbursements YTD		
Total	\$	6,755
	\$	6,755

** Paid from other fund
* Occurred last FY but reported this FY

Retirees/COBRA (12/1/15-11/30/16)			
Retirees	Medical+Dental	5	\$11,475.32
Retirees	Medical Only	0	\$0.00
Retirees	Dental Only	32	\$3,984.95
Retirees	Vision	4	\$247.98
COBRA	Medical / Dental	1	\$91.28
Total		42	\$15,799.53

* occurred last FY but report this FY

Claim Type	Incident Date	Department	Cause / Incident	Paid	Missed > 3 Days Work	Returned to Work	Modified Duty
WC	06/30/12	Forest Preserve	injured back and shoulder				
WC	02/04/13	Sheriff's	hurt / strain groin	\$48,261.81	Y	N	
WC	05/10/14	Sheriff's	injured multiple body parts	\$226,011.88	Y	Term	
WC	08/31/14	Sheriff's	contusion	\$109,052.69	Y	Y	
WC	05/05/15	Animal Control	contusion	\$13,644.28	Y	Y	
WC	05/05/15	Facilities	Strain/Sprain arm	\$0.00	N	Term	
WC	09/09/15	Facilities	sprain back	\$20,968.89	N	N	
WC	10/26/15	Sheriff's	contusion / hand	** \$1,978.04	N	Y	
WC	11/24/15	Animal Control	broken tooth	\$0.00	Y	Y	
				<u>\$0.00</u>	N	Y	
				\$419,917.59			

Claim Type	Incident Date	Department	Cause / Incident	Paid	Paid by KC (2009 - Present)	Coverage Type
Liability	04/06/09	HWY	fatality / vehicle accident	** \$15,000.00	\$0.00	General Liability
Liability	04/06/09	HWY	fatality / vehicle accident	** \$72,706.90	\$10,000.00	General Liability
Liability	08/25/11	Sheriff's	police brutality	\$22,566.47	\$20,021.32	Police Professional Liability
Liability	01/02/14	VAC	wrongful termination	\$0.00	\$0.00	Errors & Omissions
Liability	02/21/14	Sheriff's	police excessive force	\$3,477.67	\$0.00	Police Professional Liability
Liability	05/20/14	Sheriff's	discrimination	\$50,023.16	\$24,010.93	Errors & Omissions
Liability	01/06/15	Circuit Clerk	work discrimination	\$7,579.50	\$6,010.00	Errors & Omissions
Liability	08/27/15	Circuit Clerk	work discrimination	\$2,132.50	\$0.00	Errors & Omissions
Liability	09/28/15	Circuit Clerk	work discrimination	\$0.00	\$0.00	Errors & Omissions
Liability	10/18/15	Forest Preserve	work discrimination	\$0.00	\$0.00	General Liability
Liability	10/19/15	Circuit Clerk	work discrimination	\$0.00	\$0.00	Errors & Omissions
				<u>\$0.00</u>	<u>\$0.00</u>	
				\$173,486.20	\$60,042.25	

As of 12/31/15

** Closed out

Technology Services Request for Archived Emails

Please list dates, keywords, and/or email addresses below.

Dates:
To:
From:
Subject:
Keywords:
Attachment Name:
Other:

X

Requesting Department Head

X

Technology Services

Scott Koepfel

From: Anne K. Knight
Sent: Monday, January 4, 2016 3:39 PM
To: Scott Koepfel
Cc: Leslie Johnson
Subject: AT&T Agreement

Hi Scott,

In our earlier conversation you informed me that AT&T has refused all of our requested contract modifications. You stated, however, the cost of the service is significantly less than the alternative and, as such, you would still like to present the agreement to the Board for approval. You are welcome to provide my previous memo to the Board, however, in doing so, the memo would no longer be protected under the attorney-client privilege. As you requested, and in hopes of simplifying things, I have drafted a list of our biggest concern:

1. The contract is 3 years and does not allow the County to terminate without penalty. That means, if the County needs or wants to terminate the agreement, it will likely be on the hook for paying 50% of cost for the remainder of the contract term, in addition to any other fees and expenses.
2. There are multiple provisions that add additional fees and costs. We do not know how much these additional expenses will cost (4.2, 8.4).
3. The payment provision is inconsistent with the Illinois Prompt Payment Act, and creates a late fee penalty.
4. Section 7 requires the County to indemnify and defend AT&T under certain circumstances.
5. Section 5.4 requires the County to encrypt any data it does not want AT&T to read/access. This essentially means if the County does not encrypt the data, AT&T is likely not responsible for its employees accessing it. On a related point, AT&T did not agree to our requirement that AT&T employees working on the County service be subject to background checks.
6. Section 8.2(c) permits AT&T to suspend service for a violation of the Acceptable Use Policy (AUP). The AUP includes a prohibition on the transmission of child pornography. however, this service will be used by Kendall County law enforcement, and, in order to do their job, they may be required to violate this policy, which could result in the suspension of the service for the whole County.
7. Any legal claim relating to this agreement must be brought in the State of New York.
8. AT&T did not agree to our insurance or indemnification requirements; therefore, the County may be legally and financially liable for various damages or injuries caused by or to AT&T or its employees or agents.
9. Finally, the following provisions are legally required but are missing from this agreement: Non-discrimination compliance, assurance of no competitive bidding violations, and drug free workplace requirement.

These are the major concerns the Board should be made aware of. If you would like me to forward this email to the Board in order to preserve the attorney-client privilege, I would be happy to do so. Let me know if you have additional questions.

Annie

Anne K. Knight
Assistant State's Attorney
Kendall County, Illinois
807 John St.
Yorkville, IL 60560
Phone: (630) 553-4157
Fax: (630) 553-4204



Sales Contact Information
VIOLETT; PAUL
8652017943
pv8370@us.att.com

eSign Fax Cover Sheet Contract Id: 4633368

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

Total Pages: 4
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 4633368
 - II. All Pages stamped with Contract Id: 4633368
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1134321
Contract Id: 4633368



**AT&T MANAGED INTERNET SERVICE
 PRICING SCHEDULE**

Customer	AT&T
KENDALL COUNTY GOVERNMENT Street Address: 111 WEST FOX STREET,NA City: YORKVILLE State/Province : IL Zip Code: 60560 Country: United States	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary AT&T Contact
Name: Scott Koeppel Title: IT Director Street Address: 1102 Cornell Lane City: Yorkville State/Province: IL Zip Code: 60560 Country: United States Telephone: 6305538881 Fax: Email: skoeppel@co.kendall.il.us Customer Account Number or Master Account Number: 1-SK8V-701	Name: PAUL VIOLETT Street Address: 410 N CEDAR BLUFF RD City: KNOXVILLE State/Province: TN Zip Code: 37923 Country: United States Telephone: 8652017943 Fax: 8668367211 Email: pv8370@us.att.com Sales/Branch Manager: Chris Pennington SCVP Name: VACANT POSITION Sales Strata: Retail Sales Region: US-SOUTHEAST With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name1: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information

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 ASAP!

**AT&T MANAGED INTERNET SERVICE
 PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

5. RATES

Section I: AT&T Managed Internet Service

Table 1: MIS Self – Installation

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router	Undiscounted MIS w/ Virtual Router
Ethernet	\$1,500	\$1,500**	\$0.00

**Pricing available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

Table 2: On-Site Installation

Discount: 50.0 %

MIS Speed	Undiscounted MIS w/ Managed Router Only
Ethernet	\$1,500

**AT&T MANAGED INTERNET SERVICE
 PRICING SCHEDULE**

Table 3: Flat Rate and Flexible Bandwidth Billing Option – Ethernet

Available bandwidth levels are subject to qualification at time of each order and may vary for MIS ports/access ordered with or without the Network on Demand option.

Bandwidth	Discounted Ethernet Access Monthly Fee	Minimum Bandwidth Commitment		Undiscounted Incremental Usage Fee Per Mbps
		Undiscounted MIS with Customer Router Monthly Fee	Undiscounted MIS with AT&T Managed Router Monthly Fee	
2 Mbps	\$500.00	\$260.00	\$388.00	\$355.00
4 Mbps	\$500.00	\$262.00	\$390.00	\$325.00
5 Mbps	\$500.00	\$263.00	\$391.00	\$270.00
8 Mbps	\$500.00	\$266.00	\$394.00	\$235.00
10 Mbps	\$500.00	\$268.00	\$396.00	\$198.00
20 Mbps	\$530.00	\$449.00	\$577.00	\$144.25
50 Mbps	\$640.00	\$813.00	\$955.00	\$95.50
100 Mbps	\$810.00	\$1,400.00	\$1,555.00	\$77.75
150 Mbps	\$810.00	\$1,800.00	\$1,965.00	\$65.50
250 Mbps	\$1,100.00	\$2,150.00	\$2,240.00	\$44.80
400 Mbps	\$1,300.00	\$2,700.00	\$3,380.00	\$42.25
500 Mbps	\$1,300.00	\$3,500.00	\$4,325.00	\$43.25
600 Mbps	\$1,300.00	\$4,096.00	\$4,840.00	\$40.33
1000 Mbps	\$2,000.00	\$4,505.00	\$5,620.00	\$28.10
Discount:		62.0 %	62.0 %	100.0 %

Table 3.a: Flat Rate Billing Option – Ethernet (10 Mbps only)

Available only for 10 Mbps bandwidth level, subject to qualification. Not available for MIS ports/access with the Network on Demand option, or MIS ports/access with Customer managed router, or MIS ordered with AT&T BVoIP Service.

Bandwidth	Discounted Ethernet Access Monthly Fee	Minimum Bandwidth Commitment Undiscounted MIS with AT&T Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
10 Mbps	\$374.52	\$396.00	Not Applicable
Discount:		62.0 %	

Section II: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location

Section III: AT&T Business in a Box®

AT&T Business in a Box® is not available for MIS ports/access ordered with the Network on Demand option.

Discount: 100.0 %

Option	Undiscounted Monthly Service Charge*
Base Unit 12 Port	\$75.00

AT&T and Customer Confidential Information

Page 3
 ASAP!

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

8 Port Analog Module Add-On	\$40.00
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* Pricing also applies to Service locations in Alaska

Class Of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100%

Class of Service Monthly Service Fee	\$225*
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#Pricing also applies to Service locations in Alaska

This is the last page of the Pricing Document

Scott Koepfel

From: TRAORE, LAMIN <pt374t@att.com>
Sent: Friday, December 11, 2015 1:06 PM
To: Scott Koepfel
Subject: RE: Contract update?

Importance: High

Scott,

I apologize for the extended time it has taken to reply. According to legal, AT&T's approach is to not customize agreements for customers in this segment beyond adding in certain envelope terms. Therefore, this would result in rejection of your requests. Unfortunately, you will have to propose the agreement to the board without changes. Once again, I would like to apologize for the lack of response, things move very slow when legal is involved.

Respectfully,

Lamin Traore

Client Solutions Executive
AT&T NGEM

Mobile: 404-901-2169	675 W Peachtree St NW
Fax: 678-319-4609	28th Floor – 28-030
lamin.traore@att.com	Atlanta, GA 30308

From: Scott Koepfel [mailto:skoepfel@co.kendall.il.us]
Sent: Friday, December 11, 2015 12:25 PM
To: TRAORE, LAMIN <pt374t@att.com>
Subject: Contract update?

Do you have any updates on the contract? I am willing to take the contract to the board if all of the changes from our lawyers are not accepted.

Scott Koepfel
Technology Services Director
Kendall County
630-553-8881

Scott Koepfel

From: TRAORE, LAMIN <pt374t@att.com>
Sent: Friday, October 16, 2015 9:38 AM
To: Scott Koepfel
Cc: VIOLETT II, PAUL J
Subject: ATT MIS Contract
Attachments: MASTER_AGREEMENT_Contract_ID_4633369_v1.pdf;
AT&T_MANAGED_INTERNET_SERVICE_PRICING_SCHEDULE_Contract_ID_4633368_v1.pdf

Scott,

Per our conversation this morning, here is an e-mail with a brief explanation of the contract as well as our plan for the upfront credit:

The Master Agreement is an all-encompassing agreement that does not provide a specific service. The MIS agreement provides all of the terms which are the following:

- 36 month term
- Self-Install discounted at 100%
- On-Site Install discounted at 50% which would translate into \$750.00 (one-time cost).
- Table 3 on page 4 of the MIS agreement has lists your pricing schedule. The monthly cost is made up of two components, Access and Port speed. For 20Mbps:
 - Access - **\$530.00**
 - Port Speed (managed solution) - \$577.00 – 62% = **\$219.26**
 - **Total Cost: \$749.26**
- In addition, since we were unable to meet our initial quote due to recent tariff changes, we will be issuing a credit in the amount of \$1,778.04 to cover 50% of the \$100.00 difference over the next 36 months. Please know that this is not included in the contract, however, this e-mail may serve as documentation

Respectfully,

Lamin Traore

Client Solutions Executive
AT&T NGEM

Mobile: 404-901-2169	675 W Peachtree St NW
Fax: 678-319-4609	28th Floor – 28-030
lamin.traore@att.com	Atlanta, GA 30308

**ORDINANCE TO AMEND KENDALL COUNTY ORDINANCE 86-6 "KENDALL COUNTY
RAFFLE ORDINANCE"**

(Ordinance No. 14-20)

WHEREAS, on or about March 11, 1986, the Kendall County Board adopted Kendall County Ordinance 86-6 captioned "Kendall County Raffle Ordinance," which established a system for the licensing of organizations to operate raffles in Kendall County, Illinois pursuant to the Illinois Raffles Act; and

WHEREAS, effective June 10, 2014, Illinois Public Act 98-644 amended the Illinois Raffles Act by incorporating licensing requirements for poker runs into the statute and renaming the statute "The Raffles and Poker Runs Act"; and

WHEREAS, the Kendall County Board hereby seeks to amend the Kendall County Raffle Ordinance to also establish a system for the licensing of organizations to operate poker runs in unincorporated areas of Kendall County, Illinois, pursuant to the Illinois Raffles and Poker Runs Act, 230 ILCS 15/0.01 et seq.;

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of Kendall, Illinois, the Kendall County Raffle Ordinance is hereby amended as follows:

Article I - Definitions

Recitals. The above identified recitals are incorporated as if fully set forth herein.

Section 1. State Law.

Whenever reference herein is made to "State Law" it shall mean and refer to The Illinois Raffles and Poker Runs Act, as amended, 230 ILCS 15/0.01 et seq.

Section 2. Net Proceeds.

"Net Proceeds" mean the gross receipts from the conduct of raffles or poker runs, less reasonable sums expended for prizes, local license fees, and other reasonable operating expenses incurred as a result of operating a raffle or poker run.

Section 3. Licensing Agent.

The Raffle and Poker Run Licensing Agent for Kendall County is the Kendall County Clerk.

Section 4. Key Location.

"Key location" means the location where the poker run concludes and the prize or prizes are awarded.

Section 5. Other.

Unless the contest otherwise requires, all words and phrases used herein shall have the same meaning as the same or similar words or phrases defined and used in the State Law.

Article II - Qualifications

Section 1. Applicants.

A license to operate a raffle or poker run shall be issued only to bona fide religious, charitable, labor, business, fraternal, educational, or veterans' organizations, that operate without profit to their members, which have been in existence continuously for a period of five (5) years immediately before applying for a license, and which have had, during that entire five (5) year period, a bona fide membership engaged in carrying out their objects, or to a non-profit fundraising organization that the County determines is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or disaster.

Section 2. Waiver for Poker Runs.

The Licensing Agent may waive the five (5) year requirement for a bona fide religious, charitable, labor, business, fraternal, educational, or veterans' organization that applies for a license to conduct a poker run if the organization is a local organization affiliated with and chartered by a national or State organization that meets the five (5) year requirement.

Section 3. No license shall be issued to:

- a) any person who has been convicted of a felony;
- b) any person who is or has been a professional gambler or gambling promoter;
- c) any person who is not of good moral character;
- d) any firm or corporation in which a person defined in (a), (b), or (c) has a proprietary, equitable, or credit interest, or in which such a person is active or employed;
- e) any organization in which such a person defined in (a), (b), or (c) is to participate in the management or operation of a raffle or poker run as defined by State Law; or
- f) any organization in which a person defined in (a), (b), or (c) is an officer, director, or employee, whether compensated or not.

Article III - Application

Section 1. Required Information.

Application forms shall be furnished by the Licensing Agent and filed with same. Said applications shall show the following:

- a) the name and address of the applicant;
- b) the time period during which raffle chances will be sold or issued or a poker run will be conducted;
- c) the date, time and location at which winning chances will be determined;
- d) the place and date of chartering or incorporation of applicant, if applicable;

- e) the name, home address, telephone number, and date of birth of the presiding officer, secretary, and raffle or poker run manager of applicant;
- f) the area or areas within Kendall County in which raffle chances will be sold or issued or a poker run will be conducted;
- g) an itemized list of prizes and the retail value of each prize to be awarded in the raffle or poker run; and
- h) the price to be charged for each raffle ticket, participation voucher, or poker hand sold.

Section 2. Sworn Statement.

The license application shall contain a sworn statement attesting to the accuracy of the information provided and to the not-for-profit character of the prospective licensee. Said statement shall be signed by the presiding officer, secretary, and raffle or poker run manager of the prospective licensee.

Section 3. Single Use.

An application for a license under this ordinance is valid for one raffle or poker run only.

Section 4. Location Owner.

A licensee may rent a premises on which to determine the winning chance or chances in a raffle only from an organization which is also licensed under this Ordinance.

A premises where a poker run is held is not required to obtain a license if the name and location of the premises is listed as a predetermined location on the license issued for the poker run and the premises does not charge for use of the premises.

Article IV - Regulations Governing Licensee

Section 1. Conduct of Raffles or Poker Runs.

Raffles and poker runs are subject to the following restrictions:

- a) The entire net proceeds of any raffle or poker run must be exclusively devoted to the lawful purposes of the licensee permitted to conduct that game.
- b) No person except a bona fide member of the licensee organization may participate in the management or operation of the raffle or poker run.
- c) No person may receive any remuneration or profit for participating in the management or operation of the raffle or poker run.
- d) Raffle chances may be sold or issued only within the area or areas specified on the raffle license.
- e) Winning chances must be determined only at the time, date, and location specified on the license.
- f) Any person selling raffle chances or operating a poker run must carry a copy of the license issued for the raffle or poker run.
- g) A person under the age of 18 years may participate in conducting raffles or chances or poker runs only with the permission of a parent or guardian. A person under the age of 18 years may be within the area where winning chances in a raffle or winning

hands or scores in a poker run are being determined only when accompanied by his parent or guardian.

Section 2. Raffle or Poker Run Limits.

- a) The aggregate retail value of all prizes or merchandise awarded by a licensee in a single raffle or poker run shall not exceed \$50,000.00.
- b) The maximum retail value of each prize awarded by a licensee in a single raffle or poker run shall not exceed \$50,000.00.
- c) The maximum price which may be charged for each raffle chance, participation voucher, or poker hand issued or sold, shall not exceed \$100.00.
- d) The maximum number of calendar days during which chances, participation vouchers, or poker hands may be issued or sold, shall not exceed 180.
- e) The license shall not be valid for more than 210 calendar days from the date of issuance of the license.

Section 3. Manager and Bond.

- a) All operation and conduct of raffles or poker runs shall be under the supervision of a single manager as designated on the license application.
- b) The manager shall give a fidelity bond in the sum of the aggregate retail value of the prizes as set out on the application. The bond shall be in favor of the licensee organization and conditioned upon the manager's honesty in the performance of his duties. Said bond shall provide that notice shall be given in writing to the Licensing Authority not less than thirty (30) days prior to its cancellation. If the retail value of the prizes exceeds \$15,000.00, such bond shall have a corporate surety.
- c) This bond requirement may only be waived by a unanimous vote of the members of the licensed organization. The waiver is only valid if specifically identified, in writing, on the license.

Section 4. Records.

- a) Each organization licensed to conduct raffles and chances or poker run events shall keep records of its gross receipts, expenses and net proceeds for each single gathering or occasion at which winning chances in a raffle or winning hands or scores in a poker run are determined. All deductions from gross receipts for each single gathering or occasion shall be documented with receipts or other records indicating the amount, a description of the purchased item or service or other reason for the deduction, and the recipient. The distribution of net proceeds shall be itemized as to payee, purpose, amount, and date of payment.
- b) Gross receipts from the operation of raffle or poker run programs shall be segregated from other revenue of the licensee (including bingo gross receipts, if bingo games are also conducted by the same licensee pursuant to license issued by the Department of Revenue of the State of Illinois), and placed in a separate account. Each organization shall have separate records of its raffles and poker runs. The person who accounts for gross receipts, net proceeds and expenses from the operation of raffles and poker runs shall not be the same person who accounts for other revenues of the organization.

- c) Each licensee, within thirty (30) days after the conclusion of the raffle or poker run, shall report to its membership and to the Licensing Agent each of the following:
 - 1) all gross receipts generated by conducting the raffle or poker run;
 - 2) an itemized list of all expenses which have been deducted from the gross receipts;
 - 3) all net proceeds from conducting the raffle or poker run;
 - 4) an itemized list of the distribution of the net proceeds; and
 - 5) the name and all known contact information for all prize winners.
- d) Records required by this Section shall be preserved for three (3) years from the conclusion of the raffle or poker run, and the organization shall make available for public inspection their records relating to operating raffles or poker runs at reasonable times and places.

Section 5. Unlawful Gambling.

Nothing in the Ordinance shall be construed to authorize conducting or operating any gambling scheme, enterprise, activity, or device other than raffles or poker runs as provided by State Law.

Article V - Fees

The licensee shall pay a fee for each license issued by the Licensing Agent pursuant to this Ordinance. Payment shall be issued in full prior to the receipt of the license. Failure to submit payment may result in immediate revocation of the license. The total amount of the fee to be paid by the licensee shall be determined by the aggregate prize value for the licensee's raffle or poker run. The fee amount shall be as follows:

<u>Aggregate Prize Value</u>	<u>Fee</u>
Less than \$500.00	-0-
\$501.00 to \$5,000.00	10.00 per license
\$5,001.00 and over	10.00 per license

Article VI - Administration

Section 1. Administrator.

The Licensing Agent shall be charged with the administration of this Ordinance.

Section 2. Jurisdiction.

The authority and jurisdiction of Kendall County to issue a license to a prospective licensee shall extend only to that area of Kendall County which is both within the borders of Kendall County and outside the borders of any municipality. A poker run shall be licensed by the governing body with jurisdiction over the location wherein the poker run concludes and the prizes are awarded. The license granted by that governing body shall cover the entire poker run, including locations outside the jurisdiction of the licensing governing body. The license must identify the name and address of each location involved, including those outside the jurisdiction of the licensing governing body.

Section 3. Licensing Action.

The Licensing Agent shall act upon a license application within thirty (30) days from the date of receipt of the application.

Section 4. Intergovernmental Agreement.

The Chairman of the County Board and the County Clerk may enter into a written intergovernmental agreement with one or more Kendall County Municipalities which have adopted a raffle and poker run ordinance consistent with this Ordinance to jointly establish a system for the licensing of organizations to operate raffles or poker runs within the unincorporated area of Kendall County and within the corporate limits of any municipality that is a party of such agreement. Such agreement shall be consistent with the limitations of this Ordinance except that a license issued by one Government unit shall be valid throughout the jurisdiction of all parties to the contract.

Article VII - Enforcement

Section 1. Penalties.

Failure to comply with any of the requirements of this Ordinance shall constitute a violation. Whoever violates any of the provisions of this Ordinance is guilty of a Class "C" Misdemeanor for each offense. Each day the violation continues shall be considered a separate offense. The Kendall County State's Attorney's Office has authority to prosecute all violations of this Ordinance.

Section 2. Abatement.

The imposition of the penalties herein prescribed shall not preclude the State's Attorney from instituting appropriate action to prevent unlawful raffles or poker runs or to retain, correct, or abate a violation of this Ordinance or of the condition of a raffle or poker run license issued pursuant hereto.

Article VIII - Severability Clause

If any provision of this Ordinance or the application thereof is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such ruling shall not affect any other provision of this Ordinance not specifically included in such ruling or which can be given effect without the unconstitutional or invalid provision or applications; and to this end, the provisions of this Ordinance are declared severable.

Article IX - Effectiveness

These amendments to Kendall County Ordinance 86-6 shall be in full force and effect on and after the date signed below. The original language of Ordinance 86-6, not specifically amended herein, shall remain in full force and effect.

ADOPTED and APPROVED by the Kendall County Board this 5th day of August, 2014.



John Shaw, County Board Chairman

Attest: 

Debbie Gillette, County Clerk