

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
COUNTY OFFICE BUILDING
County Board Room 210
Thursday, February 14, 2019 at 4:00 PM
AGENDA

- 1. Call to Order and Pledge of Allegiance**
- 2. Roll Call:** Judy Gilmour, Matt Kellogg, Audra Hendrix, Matthew Prochaska, John Purcell, Robyn Vickers, Elizabeth Flowers, Tony Giles, Scott Gryder, Amy Cesich
- 3. Approval of Agenda**
- 4. Old Business**
- 5. New Business**
 - *Illinois State Association of Counties (ISACo) Presentation – Joe McCoy*
 - *Discussion of Raintree 2 Development, SSA Fees, and Property Taxes*
- From Planning, Building and Zoning Committee:***
 - *Discussion regarding forwarding to the State's Attorney's Office for enforcement a Violation of Section 10.01.A.2. of the Kendall County Zoning Ordinance (Required Fencing in the M Zoning Districts) at 790 Eldamain Road*
- From Admin HR Committee:***
 - *Discussion of the Purchase of Tyler Munis ERP Solution using Sourcewell (NPJA) Contract*
 - *Discussion of Thomas Cullen Contract*
- From Finance Committee:***
 - *Discussion of the Kendall County Health Department Analysis*
- 6. Public Comment**
- 7. Questions from the Media**
- 8. Chairman's Report**
- 9. Review Board Action Items**
- 10. Executive Session**
- 11. Adjournment**

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630- 553-4171, a minimum of 24-hours prior to the meeting time

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, January 10, 2018

CALL TO ORDER AND PLEDGE OF ALLEGIANCE - The meeting was called to order at 4:03p.m. by County Board Chair Scott R. Gryder, who led the Pledge of Allegiance to the American Flag.

ROLL CALL

| Attendee | Status | Arrived | Left Meeting |
|-------------------|---------------|----------|--------------|
| Scott Gryder | present | | |
| Amy Cesich | present | | |
| Elizabeth Flowers | ABSENT | | |
| Tony Giles | here | | |
| Judy Gilmour | here | | |
| Audra Hendrix | | 4:06p.m. | |
| Matt Kellogg | yes | | |
| Matthew Prochaska | here | | |
| John Purcell | | 4:10p.m. | |
| Robyn Vickers | here | | |

Others present: Sheriff Dwight Baird, ASA Anne Knight, Scott Koeppel, Laura Pawson, Jim Smiley, Dr. Amaal Tokars, and State’s Attorney Eric Weis

APPROVAL OF AGENDA – Motion made by Member Prochaska to approve the agenda, second by Member Gilmour. **With seven member’s present voting aye, the motion to approve the agenda carried by a vote of 7-0.**

OLD BUSINESS

*Presentation and Q & A with State of Illinois Government Relations Consultants – Partners from Advantage Government Strategies – Aaron Winters & Ryan McCreery; Cullen & Associates – Tom Cullen; and Government Navigation Group – Tiffany Elking and Chris Nybo, provided company history, professional and political backgrounds, funding sources, Capital Bill ideas, and future strategic plans/ideas for Kendall County. Question and Answer period with County Board followed each presentation. **Mr. Koeppel was instructed to send the presentators proposals and any additional documentation to the County Board members prior to the County Board meeting on Tuesday, January 15, 2019, for further discussion.***

NEW BUSINESS

From PBZ Committee:

- *Discussion regarding forwarding to the State’s Attorney’s Office for enforcement a Violation of Section 10.01.A.2. of the Kendall County Zoning Ordinance (Required Fencing in the M Zoning Districts) at 790 Eldamain Road – Member Prochaska briefed the committee on the history of the issue, follow-up conducted by PBZ personnel, the involvement of the State’s Attorney’s Office, and the non-compliance by the homeowners. Attorney Kelly Helland, property owner’s council, reported that the fence structure has been completed, but that due to the height of the fence, the grey*

slats that go in between are on back-order, due in the next few weeks. Ms. Helland asked the Board to grant the property owners an additional thirty-days to install the slats and complete the project. **There was consensus by the Committee of the Whole to grant an additional 30-days to complete the fencing of the business' thirteen acres, and that the property owner is to provide the project completion date to the Planning, Building and Zoning Department no later than February 13, 2019.**

- *Discussion of Inoperable Vehicle Citation Letter* – Member Prochaska updated the committee on the collaboration of the State's Attorney's Office, Sheriff's Office, and the PBZ department on the logistics of enforcing the new regulations. At the January 7, 2019 PBZ Committee meeting, the Committee recommended changes to the letter, specifically requesting that the reference to "violation" in certain portions of the letter be changed to "citation", and that the requirement for the PBZ Committee to send a letter to the party receiving the citation before the case was closed. Member Prochaska stated that this was a priority of the Board, and the PBZ Committee was asking for the County Board's approval. Member Purcell stated that because there was no letter, that the Ordinance could not be enforced. State's Attorney Weis reviewed the section of the document regarding Court Appearance, and that there needs to be some type of mechanism in place that verifies proof of compliance prior to the scheduled Court Appearance. **The Committee instructed Mr. Koepfel or the PBZ Department to add the suggested language to the document for a County Board approval vote at the January 15, 2019 meeting.**

From Facilities Management Committee:

- *Discussion of County Facility Tour* – Matt Kellogg presented the idea to County Board members touring County facilities at a Special Committee of the Whole meeting. There was interest about touring the facilities in the early Spring.
- *Discussion of Public Safety Center HVAC Replacement Project* – Member Kellogg provided background on the proposed project, reviewed, the design, bid, and build process used in previous projects, the Trance turn-key process and timeline, the importance of proceeding with the project to ensure compliance with state and federal inmate facility requirements, and potential contract guidelines and requirements.

Discussion on funding, availability of parts and systems, possible obstacles, additional training for facilities personnel, and the legal opinion regarding a contract. Sheriff Baird stated that the facility is required to maintain a specific warmth temperature according to standards, and that building temperature issues/problems can affect the inmates treatment of each other and the Sheriff's personnel.

From Animal Control Committee:

- *Discussion of Kendall County Animal Control* – Member Cesich briefed the committee on the issues that occurred in the past month or so with Animal Control. Mr. Koepfel updated the committee on the Animal Control operation required by Statute, what Kendall County Animal Control provides additionally, placement of existing animals in the facility prior to the temporary closing and the staffing issues, and the ongoing assistance from Countryside Veterinary Clinic in Yorkville. Discussion on the current

and possible pay increase for part-time employees in order to retain qualified personnel, comparisons of the Kendall County facility compared to other Counties, potential training of personnel and volunteers, budget options with and without a shelter in place, animal housing cost calculations, and potential municipality contribution for stray animal pick-up.

Member Cesich stated that the facility is self-funding based on the primary revenue source of Rabies Tag sales.

Animal Control Director/Warden Laura Pawson addressed the committee and emphasized her desire for the shelter to be successful, her opinions about the shelter and its operation, and her plans for the future operation and next steps.

PUBLIC COMMENT – Jennifer Hipsman and Joseph Besco

QUESTIONS FROM THE MEDIA – Jim Wyman, WSPY News

REVIEW BOARD ACTION ITEMS – Chair Gryder asked the committee to review the draft County Board agenda for January 15, 2019.

ACTION ITEMS TO BE ADDED TO THE JANUARY 15, 2019 COUNTY BOARD MEETING

- Under Old Business
 - Discussion of State of Illinois Governmental Relations Consultants
- Under Facilities Management Committee
 - Approval of Public Safety Center A/C systems replacement by the Trane Co. utilizing US Communities Contract #15- JLP-023 Cooperative Quote Number: 30-10006-17-001 amount not to exceed \$769,019 (amount includes 10% contingency)
- Under Planning Building and Zoning
 - Approval of Inoperable Vehicle Ordinance Violation Letter

ITEMS FOR THE FEBRUARY 14, 2019 COMMITTEE OF THE WHOLE MEETING - None

CHAIRMAN'S REPORT – No report

EXECUTIVE SESSION – Not needed

ADJOURNMENT – Member Kellogg made a motion to adjourn the meeting, second by Member Hendrix. With nine members voting aye, the meeting was adjourned at 7:14p.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

Lennar Homes
Raintree Village
Yorkville, IL



SCOTT GUERARD

Land Acquisition Vice President

Lennar Homes

PRELIMINARY

Proposed Product Siena



— *The Siena A* —



— *The Siena B* —



— *The Siena C* —

PRELIMINARY

Proposed Product Victoria



— *The Victoria A* —



— *The Victoria B* —



— *The Victoria C* —

PRELIMINARY

Proposed Product Raleigh



— *The Raleigh A* —



— *The Raleigh B* —



— *The Raleigh C Shown with Optional Brick* —

PRELIMINARY

Proposed Product Townhomes



FRONT ELEVATION

PRELIMINARY

Proposed Product Townhomes



REAR ELEVATION

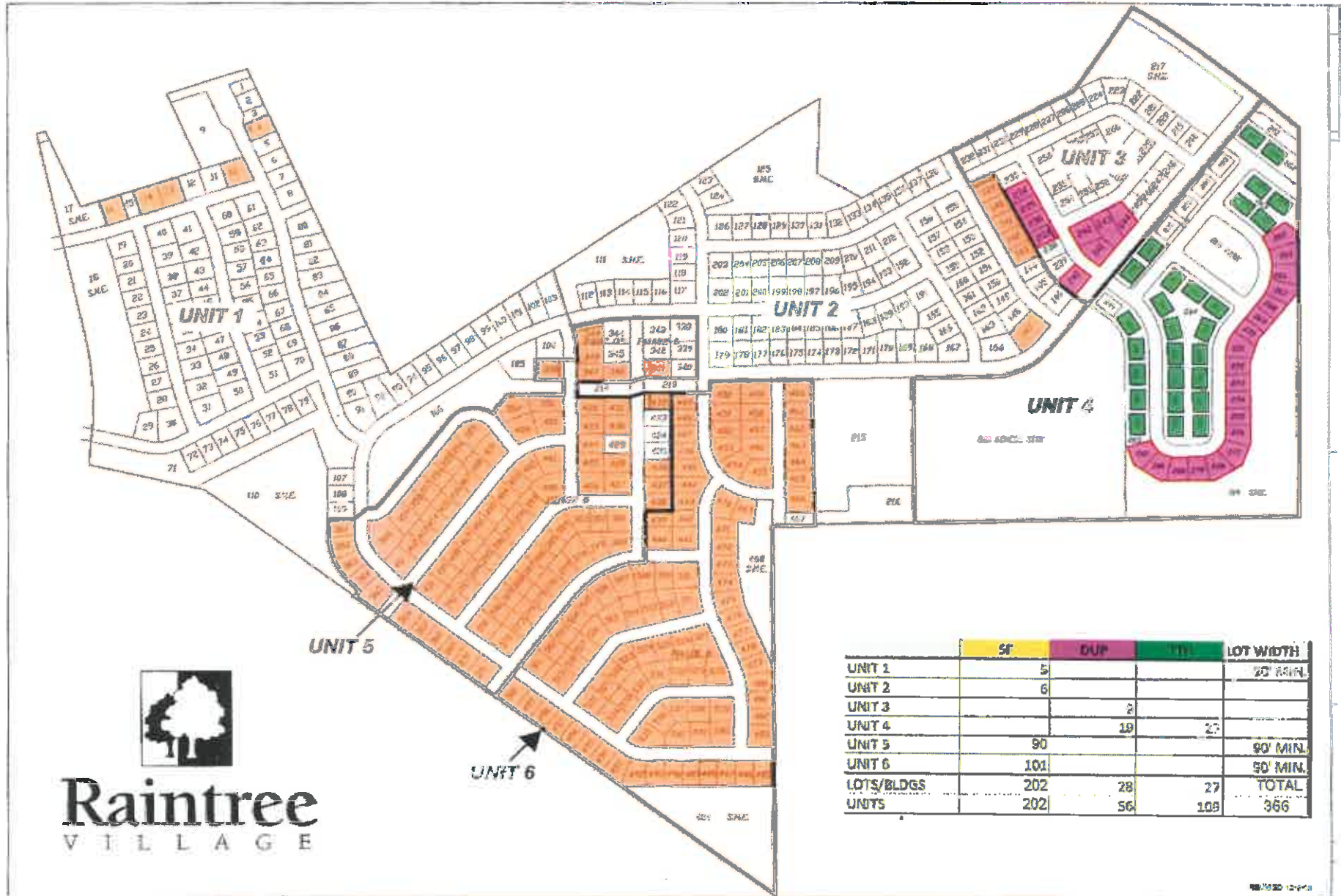


LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

Raintree Village – Site Map



Raintree
VILLAGE

Lennar Everything's Included "EI"

42" KITCHEN CABINETS

VINYL PLANK FLOORING

QUARTZ COUNTERTOPS

9' FIRST FLOOR CEILINGS

STAINLESS STEEL APPLIANCE PACKAGE

SMART HOME TECHNOLOGY

- Worlds first Wi-Fi Certified Home Design
- Smart Products – Voice control by Alexa
- Service – Activation and support by Amazon

How do we get the Raintree Community completed?

1. Complete the EIDA with the Village of Yorkville
 - Fees, Park Contribution and completion of punchlist items
2. Met with Raintree Community HOA Board and have their support
3. Reduce the outstanding penalties and interest associated with SSA Bonds in Kendall County
 - No reduction in general property taxes will be requested
4. Secure Agreement to purchase SSA Bonds from Bond holders to be paid by future home owners

Why are we here today?

We are here to come to an agreement as it relates to penalties and interest associated with the SSA Bonds.

- Currently the outstanding penalties and interest are estimated at \$2.2M
- We are proposing to pay the county \$550,000 towards the penalties and interest

Financial Analysis

| REAL PROPERTY TAX REVENUE | | | |
|----------------------------------|---|------------|--|
| PROPERTY TAX ** | Tax Rate Per \$100 Taxable Value (2017)* | Current | Projected Total Paid in 2020-2028 (10 years) |
| Total Taxable Value | | \$0 | \$175,677,776 |
| | | | |
| | | | |
| Kendall County | 0.70880 | \$0 | \$1,245,204 |
| Bristol-Kendall FPD | 0.74250 | \$0 | \$1,304,407 |
| Forest Preserve | 0.17520 | \$0 | \$307,787 |
| Jr College #156 | 0.55140 | \$0 | \$968,687 |
| Yorkville Library | 0.29940 | \$0 | \$525,979 |
| Yorkville/Bristol SD | 0.00000 | \$0 | 0 |
| Kendall Township | 0.09970 | \$0 | \$175,151 |
| Kendall Road District | 0.25370 | \$0 | \$445,695 |
| School District CU-115 | 7.34440 | \$0 | \$12,902,479 |
| City of Yorkville | 0.64700 | \$0 | \$1,136,635 |
| Yorkville 04 SSA 107 TBD | | \$0 | 0 |
| | | | |
| TOTAL | 10.82210 | \$0 | \$19,012,025 |

Successful Communities with SSA

- Tuscany Woods
Hampshire, IL
270 home sites
- Remington Pointe North
Volo, IL
287 home sites
- Stonegate
Manhattan, IL
376 home sites
- Windett Ridge
Yorkville, IL
170 home sites

Dormant Community Detention Basins



Dormant Community Building Pads



Dormant Community – Roadways prior to acquisition



Dormant Community – Roadways prior to acquisition

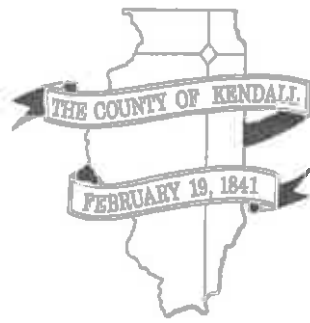


Dormant Community – Roadways after acquisition



Dormant Community – Roadways after acquisition





DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: Kendall County Committee of the Whole
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: February 13, 2019
Re: Zoning Violation at 790 Eldamain Road

Section 10.01.A.2 of the Kendall County Zoning Ordinance requires that properties zoned Manufacturing must comply with the following: "All business, production, servicing and processing shall take place within completely enclosed buildings, unless otherwise specified. Within one hundred and fifty feet of a Residential District, all storage shall be in completely enclosed buildings or structures; and storage located elsewhere in this district may be open to the sky but shall be enclosed by solid walls or fences (including solid doors or gates thereto) at least eight feet high, but in no case lower in height than the enclosed storage; and suitably landscaped."

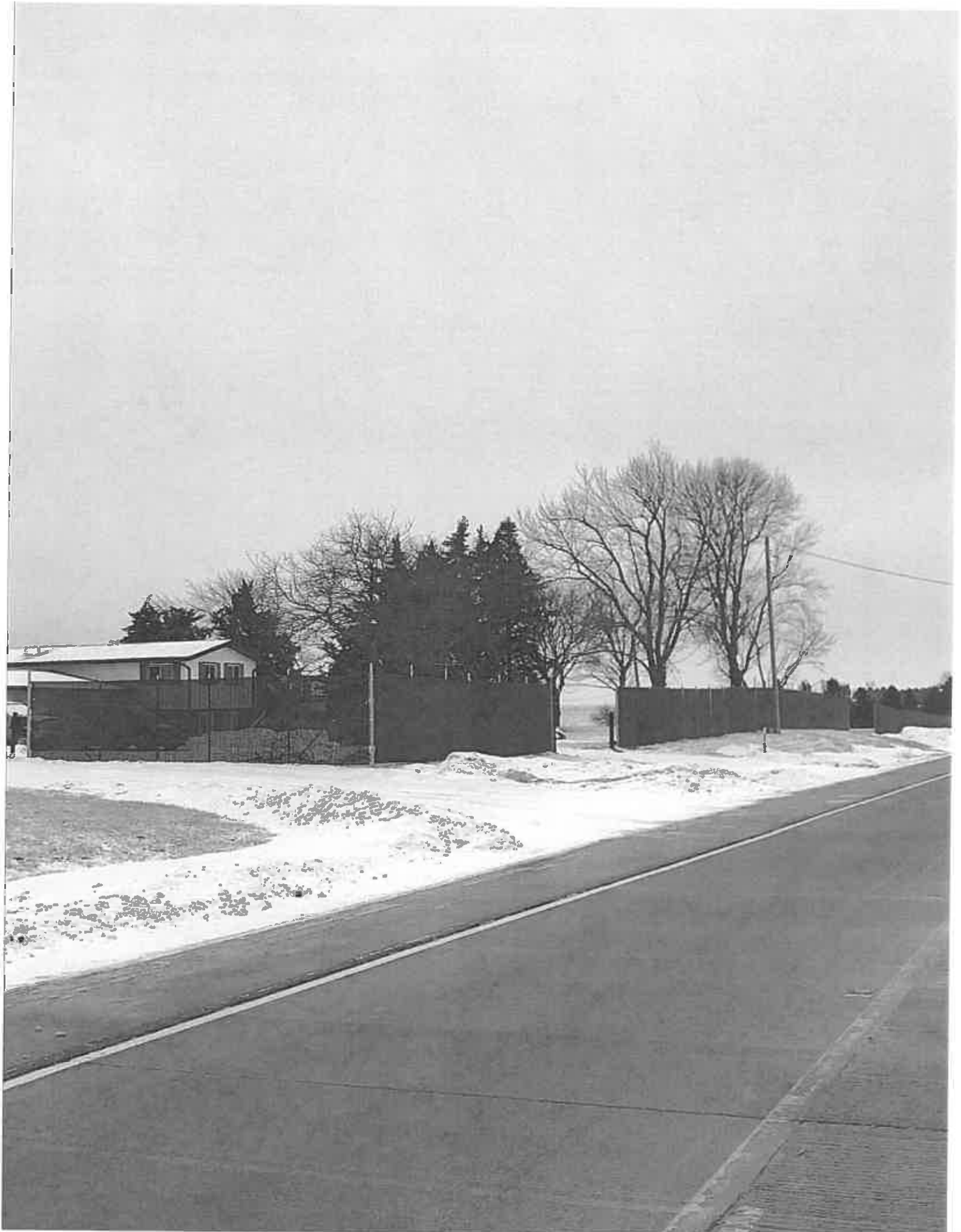
As of February 11, 2019, the owners completed the installation of slats inside the fence. However, there were two (2) areas that were not fenced; please see the attached pictures. These unfenced areas are probably the location of future gates. The property owner has not indicated when these gates will be installed.

At their meeting on February 11, 2019, the Planning, Building and Zoning Committee seemed favorable to granting an extension for completion of the fence. However, no official vote was taken.

If you have any questions regarding this memo, please let me know.

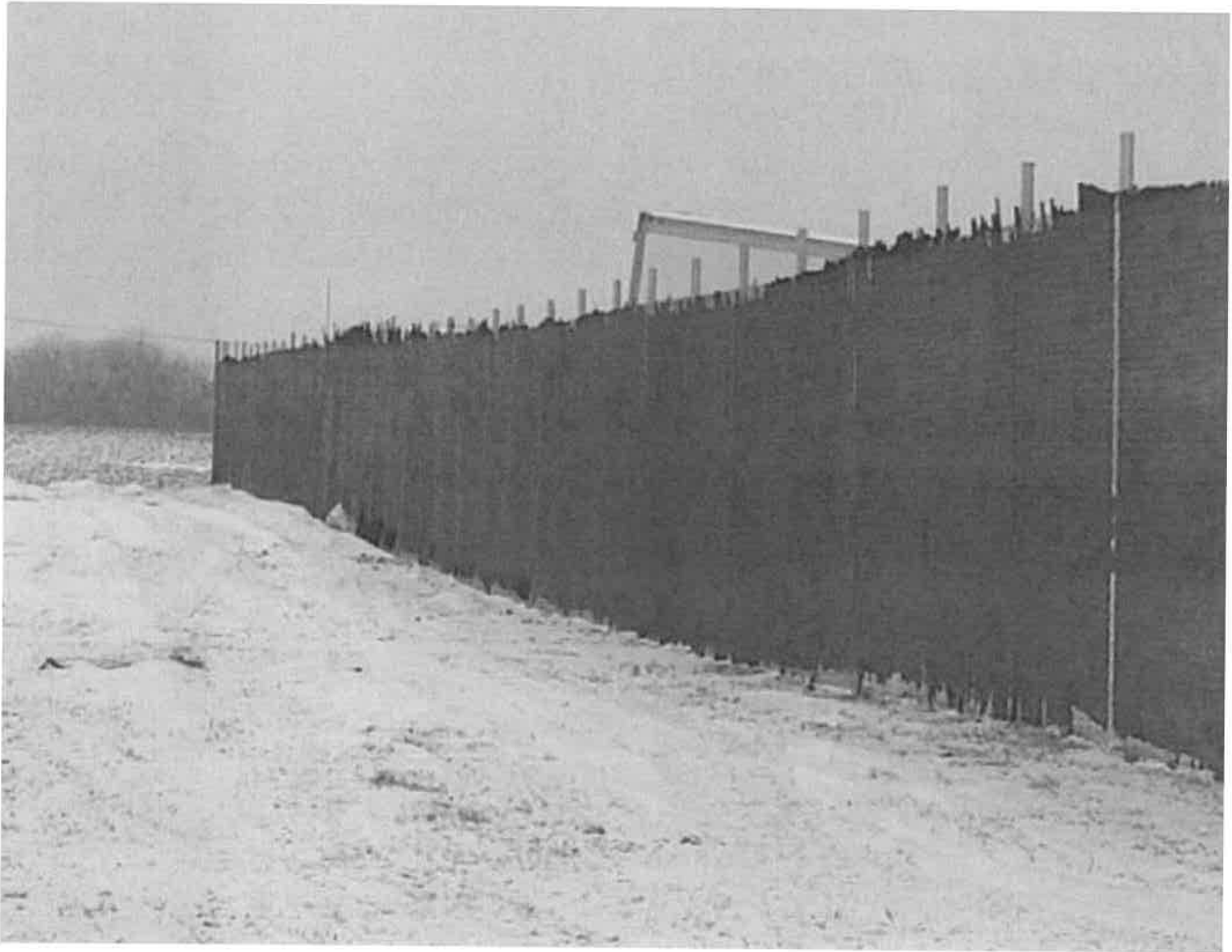
MHA

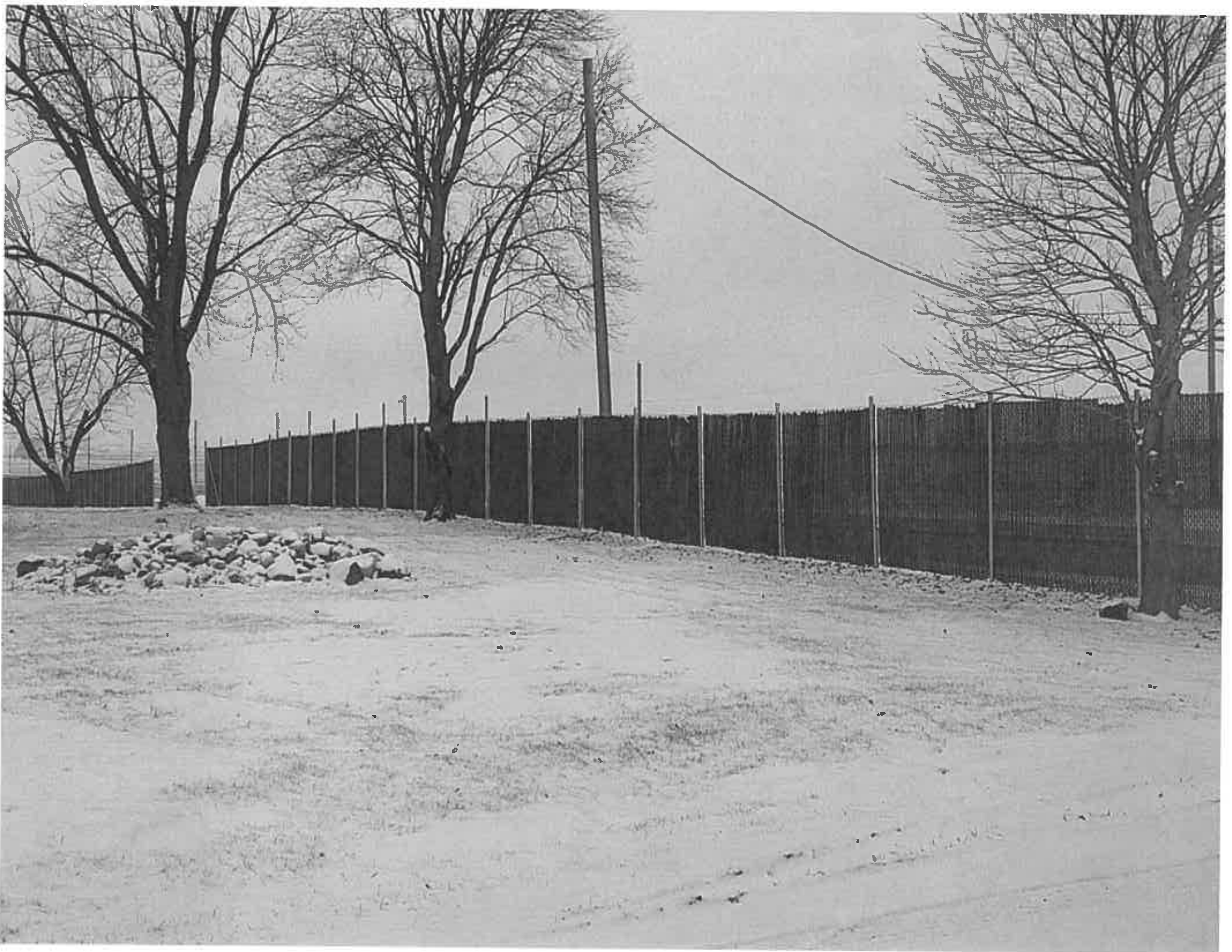
Encs.













Quoted By: Gary Dube
 Date: 2/8/2019
 Quote Expiration: 6/30/2019
 Quote Name: County of Kendall-ERP-Munis
 Quote Number: 2018-53453
 Quote Description: Contract Investment Summary - OnPrem

Sales Quotation For
 Kendall County
 111 W Fox Rd
 Yorkville, IL 60560-1621
 Phone +1 (815) 475-4104

Tyler Software and Related Services

| Description | License | Impl. Hours | Impl. Cost | Data Conversion | Module Total | Year One Maintenance |
|---|-------------|-------------|-------------|-----------------|--------------|----------------------|
| Financials: | | | | | | |
| Accounting/GL | \$53,550.00 | 96 | \$16,800.00 | \$10,600.00 | \$80,950.00 | \$9,639.00 |
| Accounts Payable | \$14,900.00 | 32 | \$5,600.00 | \$0.00 | \$20,500.00 | \$2,682.00 |
| Budgeting | \$14,900.00 | 32 | \$5,600.00 | \$0.00 | \$20,500.00 | \$2,682.00 |
| Capital Assets | \$12,300.00 | 40 | \$7,000.00 | \$3,000.00 | \$22,300.00 | \$2,214.00 |
| Cash Management | \$10,250.00 | 32 | \$5,600.00 | \$0.00 | \$15,850.00 | \$1,845.00 |
| Project & Grant Accounting | \$10,250.00 | 32 | \$5,600.00 | \$0.00 | \$15,850.00 | \$1,845.00 |
| Purchasing | \$22,550.00 | 80 | \$14,000.00 | \$0.00 | \$36,550.00 | \$4,059.00 |
| Human Capital Management: | | | | | | |
| ExecuTime Advanced Scheduling | \$7,225.00 | 48 | \$8,400.00 | \$0.00 | \$15,625.00 | \$1,445.00 |
| ExecuTime Advanced Scheduling Mobile Access | \$3,975.00 | 0 | \$0.00 | \$0.00 | \$3,975.00 | \$795.00 |
| ExecuTime Time & Attendance | \$12,200.00 | 80 | \$14,000.00 | \$0.00 | \$26,200.00 | \$2,440.00 |
| ExecuTime Time & Attendance Mobile Access | \$5,075.00 | 0 | \$0.00 | \$0.00 | \$5,075.00 | \$1,015.00 |
| Human Resources & Talent Management | \$13,200.00 | 56 | \$9,800.00 | \$0.00 | \$23,000.00 | \$2,376.00 |
| Payroll w/ESS | \$16,100.00 | 120 | \$21,000.00 | \$10,400.00 | \$47,500.00 | \$2,898.00 |

Tyler Software and Related Services

| Description | License | Impl. Hours | Impl. Cost | Data Conversion | Module Total | Year One Maintenance |
|---|---------------------|-------------|---------------------|--------------------|---------------------|----------------------|
| Revenue: | | | | | | |
| Accounts Receivable | \$11,000.00 | 64 | \$11,200.00 | \$0.00 | \$22,200.00 | \$1,980.00 |
| General Billing | \$5,000.00 | 32 | \$5,600.00 | \$0.00 | \$10,600.00 | \$900.00 |
| Productivity: | | | | | | |
| Tyler Forms Processing | \$9,500.00 | 0 | \$0.00 | \$0.00 | \$9,500.00 | \$1,900.00 |
| Tyler Content Manager SE | \$20,000.00 | 32 | \$5,600.00 | \$0.00 | \$25,600.00 | \$3,600.00 |
| Munis Analytics & Reporting (Limited Use) | \$10,800.00 | 80 | \$14,000.00 | \$0.00 | \$24,800.00 | \$1,944.00 |
| Additional: | | | | | | |
| Tyler Disaster Recovery Service | \$0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | \$10,141.00 |
| Sub-Total: | \$252,775.00 | | \$149,800.00 | \$24,000.00 | \$426,575.00 | \$56,400.00 |
| <i>Less Discount:</i> | <i>\$126,389.00</i> | | <i>\$0.00</i> | <i>\$0.00</i> | <i>\$126,389.00</i> | <i>\$46,259.00</i> |
| TOTAL: | \$126,386.00 | 856 | \$149,800.00 | \$24,000.00 | \$300,186.00 | \$10,141.00 |

Other Services

| Description | Quantity | Unit Price | Unit Discount | Extended Price |
|--|----------|------------|---------------|--------------------|
| Install Fee - New Server Install-WIN | 1 | \$6,000.00 | \$0.00 | \$6,000.00 |
| Project Planning Services | 1 | \$6,000.00 | \$0.00 | \$6,000.00 |
| Tyler Forms Library - Financial | 1 | \$1,800.00 | \$0.00 | \$1,800.00 |
| Tyler Forms Library - General Billing | 1 | \$2,000.00 | \$0.00 | \$2,000.00 |
| Tyler Forms Library - Payroll | 1 | \$1,200.00 | \$0.00 | \$1,200.00 |
| Tyler Forms Library - Personnel Action | 1 | \$1,000.00 | \$0.00 | \$1,000.00 |
| Tyler Forms Processing Configuration | 1 | \$2,000.00 | \$0.00 | \$2,000.00 |
| TOTAL: | | | | \$20,000.00 |

3rd Party Hardware, Software and Services

| Description | Quantity | Unit Price | Unit Discount | Total Price | Unit Maintenance | Unit Maintenance Discount | Total Year One Maintenance |
|---|----------|------------|---------------|-------------------|------------------|---------------------------|----------------------------|
| Tyler Secure Signature System with 2 Keys | 1 | \$1,650.00 | \$0.00 | \$1,650.00 | \$0.00 | \$0.00 | \$0.00 |
| <i>3rd Party Hardware Sub-Total:</i> | | | <i>\$0.00</i> | <i>\$1,650.00</i> | | | <i>\$0.00</i> |

3rd Party Hardware, Software and Services

| Description | Quantity | Unit Price | Unit Discount | Total Price | Unit Maintenance | Unit Maintenance Discount | Total Year One Maintenance |
|---------------|----------|------------|---------------|-------------------|------------------|---------------------------|----------------------------|
| TOTAL: | | | | \$1,650.00 | | | \$0.00 |

| Summary | One Time Fees | Recurring Fees |
|---|----------------------|-----------------------|
| Total Tyler Software | \$126,386.00 | \$10,141.00 |
| Total Tyler Services | \$193,800.00 | \$0.00 |
| Total 3rd Party Hardware, Software and Services | \$1,650.00 | \$0.00 |
| Summary Total | \$321,836.00 | \$10,141.00 |
| Contract Total (Excluding Estimated Travel Expenses) | \$331,977.00 | |
| Estimated Travel Expenses | \$47,950.00 | |

Detailed Breakdown of Conversions (Included In Contract Total)

| Description | Unit Price | Unit Discount | Extended Price |
|--|---------------|---------------|--------------------|
| Accounting - Actuals up to 3 years | \$1,500.00 | \$0.00 | \$1,500.00 |
| Accounting - Budgets up to 3 years | \$1,500.00 | \$0.00 | \$1,500.00 |
| Accounting Standard COA | \$2,000.00 | \$0.00 | \$2,000.00 |
| Accounts Payable - Checks up to 5 years | \$1,600.00 | \$0.00 | \$1,600.00 |
| Accounts Payable - Invoice up to 5 years | \$2,400.00 | \$0.00 | \$2,400.00 |
| Accounts Payable Standard Master | \$1,600.00 | \$0.00 | \$1,600.00 |
| Capital Assets Std Master | \$3,000.00 | \$0.00 | \$3,000.00 |
| Payroll - Accrual Balances | \$1,500.00 | \$0.00 | \$1,500.00 |
| Payroll - Accumulators up to 5 years | \$1,400.00 | \$0.00 | \$1,400.00 |
| Payroll - Check History up to 5 years | \$1,200.00 | \$0.00 | \$1,200.00 |
| Payroll - Deductions | \$1,800.00 | \$0.00 | \$1,800.00 |
| Payroll - Earning/Deduction Hist up to 5 years | \$2,500.00 | \$0.00 | \$2,500.00 |
| Payroll - Standard | \$2,000.00 | \$0.00 | \$2,000.00 |
| | TOTAL: | | \$24,000.00 |

Optional Tyler Software & Related Services

| Description | License | Impl. Hours | Impl. Cost | Data Conversion | Module Total | Year One Maintenance |
|--|-----------------------|-------------|--------------------|-------------------|--------------------|----------------------|
| Financials: | | | | | | |
| Contract Management | \$6,050.00 | 24 | \$4,200.00 | \$0.00 | \$10,250.00 | \$1,089.00 |
| Inventory | \$11,300.00 | 40 | \$7,000.00 | \$0.00 | \$18,300.00 | \$2,034.00 |
| Human Capital Management: | | | | | | |
| Recruiting | \$2,750.00 | 16 | \$2,800.00 | \$0.00 | \$5,550.00 | \$495.00 |
| Productivity: | | | | | | |
| eProcurement | \$10,000.00 | 8 | \$1,400.00 | \$0.00 | \$11,400.00 | \$1,800.00 |
| Tyler Meeting Manager | \$18,000.00 | 16 | \$2,800.00 | \$0.00 | \$20,800.00 | \$3,240.00 |
| Additional: | | | | | | |
| CAFR Statement Bullder | \$13,750.00 | 32 | \$5,600.00 | \$0.00 | \$19,350.00 | \$2,475.00 |
| Purchasing - Purchase Orders - Standard Open PO's only - D | \$0.00 | 0 | \$0.00 | \$2,700.00 | \$2,700.00 | \$0.00 |
| | Sub-Total: | | \$23,800.00 | \$2,700.00 | \$88,350.00 | \$11,133.00 |
| | <u>Less Discount:</u> | | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$30,925.00</u> | <u>\$0.00</u> |
| | TOTAL: | 136 | \$23,800.00 | \$2,700.00 | \$57,425.00 | \$11,133.00 |

Optional Other Services

| Description | Quantity | Unit Price | Discount | Extended Price |
|--------------------|---------------|------------|----------|-------------------|
| Source Code Escrow | 1 | \$1,500.00 | \$0.00 | \$1,500.00 |
| | TOTAL: | | | \$1,500.00 |

Optional Conversion Details (Prices Reflected Above)

| Description | Unit Price | Unit Discount | Extended Price |
|--|---------------|---------------|-------------------|
| Purchasing - Purchase Orders - Standard Open PO's only | \$2,700.00 | \$0.00 | \$2,700.00 |
| | TOTAL: | | \$2,700.00 |

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

| Description | License | License Discount | License Net | Maintenance Basis | Year One Maint Discount | Year One Maint Net |
|---|-------------|------------------|-------------|-------------------|-------------------------|--------------------|
| Financials: | | | | | | |
| Accounting/GL | \$53,550.00 | \$26,775.00 | \$26,775.00 | \$9,639.00 | \$9,639.00 | \$0.00 |
| Accounts Payable | \$14,900.00 | \$7,450.00 | \$7,450.00 | \$2,682.00 | \$2,682.00 | \$0.00 |
| Budgeting | \$14,900.00 | \$7,450.00 | \$7,450.00 | \$2,682.00 | \$2,682.00 | \$0.00 |
| Capital Assets | \$12,300.00 | \$6,150.00 | \$6,150.00 | \$2,214.00 | \$2,214.00 | \$0.00 |
| Cash Management | \$10,250.00 | \$5,125.00 | \$5,125.00 | \$1,845.00 | \$1,845.00 | \$0.00 |
| Project & Grant Accounting | \$10,250.00 | \$5,125.00 | \$5,125.00 | \$1,845.00 | \$1,845.00 | \$0.00 |
| Purchasing | \$22,550.00 | \$11,275.00 | \$11,275.00 | \$4,059.00 | \$4,059.00 | \$0.00 |
| Payroll/HR: | | | | | | |
| ExecuTime Advanced Scheduling | \$7,225.00 | \$3,613.00 | \$3,612.00 | \$1,445.00 | \$1,445.00 | \$0.00 |
| ExecuTime Advanced Scheduling Mobile Access | \$3,975.00 | \$1,988.00 | \$1,987.00 | \$795.00 | \$795.00 | \$0.00 |
| ExecuTime Time & Attendance | \$12,200.00 | \$6,100.00 | \$6,100.00 | \$2,440.00 | \$2,440.00 | \$0.00 |
| ExecuTime Time & Attendance Mobile Access | \$5,075.00 | \$2,538.00 | \$2,537.00 | \$1,015.00 | \$1,015.00 | \$0.00 |
| Human Resources & Talent Management | \$13,200.00 | \$6,600.00 | \$6,600.00 | \$2,376.00 | \$2,376.00 | \$0.00 |
| Payroll w/ESS | \$16,100.00 | \$8,050.00 | \$8,050.00 | \$2,898.00 | \$2,898.00 | \$0.00 |
| Revenue: | | | | | | |
| Accounts Receivable | \$11,000.00 | \$5,500.00 | \$5,500.00 | \$1,980.00 | \$1,980.00 | \$0.00 |
| General Billing | \$5,000.00 | \$2,500.00 | \$2,500.00 | \$900.00 | \$900.00 | \$0.00 |
| Productivity: | | | | | | |
| Munis Analytics & Reporting (Limited Use) | \$10,800.00 | \$5,400.00 | \$5,400.00 | \$1,944.00 | \$1,944.00 | \$0.00 |
| Tyler Content Manager SE | \$20,000.00 | \$10,000.00 | \$10,000.00 | \$3,600.00 | \$3,600.00 | \$0.00 |

Tyler Discount Detail

| Description | License | License Discount | License Net | Maintenance Basis | Year One Maint Discount | Year One Maint Net |
|---------------------------------|---------------------|---------------------|---------------------|--------------------|-------------------------|--------------------|
| Tyler Forms Processing | \$9,500.00 | \$4,750.00 | \$4,750.00 | \$1,900.00 | \$1,900.00 | \$0.00 |
| Additional: | | | | | | |
| Tyler Disaster Recovery Service | \$0.00 | \$0.00 | \$0.00 | \$10,141.00 | \$0.00 | \$10,141.00 |
| TOTAL: | \$252,775.00 | \$126,389.00 | \$126,386.00 | \$56,400.00 | \$46,259.00 | \$10,141.00 |

Optional Tyler Discount Detail

| Description | License | License Discount | License Net | Maintenance Basis | Year One Maint Discount | Year One Maint Net |
|------------------------|--------------------|--------------------|--------------------|--------------------|-------------------------|--------------------|
| Financials: | | | | | | |
| Payroll/HR: | | | | | | |
| Recruiting | \$2,750.00 | \$1,375.00 | \$1,375.00 | \$495.00 | \$0.00 | \$495.00 |
| Productivity: | | | | | | |
| eProcurement | \$10,000.00 | \$5,000.00 | \$5,000.00 | \$1,800.00 | \$0.00 | \$1,800.00 |
| Tyler Meeting Manager | \$18,000.00 | \$9,000.00 | \$9,000.00 | \$3,240.00 | \$0.00 | \$3,240.00 |
| Additional: | | | | | | |
| CAFR Statement Builder | \$13,750.00 | \$6,875.00 | \$6,875.00 | \$2,475.00 | \$0.00 | \$2,475.00 |
| Total: | \$61,850.00 | \$30,925.00 | \$30,925.00 | \$11,133.00 | \$0.00 | \$11,133.00 |

Comments

Tyler's Disaster Recovery Service is calculated at 25% of the Munis annual maintenance. There is a \$5,000 minimum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live Munis database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Payroll library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and

Comments

ACA 1095C.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That self-hosted customer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subject to change at the discretion of Tyler's escrow agent.



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #110515 PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES

Tyler Technologies, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be December 15, 2015 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Corquette
NJPA Executive Director (Name printed or typed)

Awarded this 15th day of December, 2015 NJPA Contract Number # 110515-TT1

NJPA Authorized signature: [Signature] Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 15th day of December, 2015 NJPA Contract Number # 110515-TT1

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Tyler Technologies, Inc.

Vendor Authorized signature: [Signature] Aldey Diaz
(Name printed or typed)

Title: Associate General Counsel

Executed this 21st day of December, 2015 NJPA Contract Number # 110515-TT1

Contract Award
RFP # 110515

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)


PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES
In compliance with the Request for Proposal (RFP) for PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Tyler Technologies, Inc. Date: November 2, 2015

Company Address: One Tyler Drive

City: Yarmouth State: ME Zip: 04096

Contact Person: Ehren Morse Title: Sales Operations Manager (800-772-2260 ext. 4662)

Authorized Signature (Ink only):  ** Abigail Diaz, Associate General Counsel
** Subject to Tyler's stated exceptions and Proposal scope. (Name printed or typed)

**INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES TO BE RENDERED
BY CULLEN, INC. D/B/A CULLEN AND ASSOCIATES
FOR KENDALL COUNTY, ILLINOIS**

This Independent Contractor Agreement for Services to be rendered by Cullen, Inc. d/b/a Cullen and Associates for Kendall County, Illinois (“Agreement”) is entered as of February 05, 2019 between Cullen, Inc., an Illinois corporation d/b/a Cullen and Associates, Springfield, Illinois (“Consultant”) and Kendall County, Illinois, a unit of local government (“Kendall County”).

RECITALS

WHEREAS, Consultant is in the business of performing legislative and executive branch representation and consulting services and has expertise in said business; and

WHEREAS, Kendall County desires to engage the services of Consultant more fully described herein; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the promises and conditions contained herein, it is agreed as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing February 5, 2019, and continuing through February 4, 2020 (“Term”), unless terminated sooner as provided herein.
3. **Early Termination:** Except as otherwise set forth in this Agreement, either party shall have the right to terminate this Agreement sixty (60) calendar days after having served written notice upon the other party, except in the event of Consultant’s insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice. The parties shall not be relieved of the duty to perform their obligations up to the effective date of termination.
4. **Scope of Services:** Consultant agrees to perform lobbying and regulatory services before the Illinois General Assembly and the Executive Branch of State Government representing Kendall County. Consultant will provide regular updates and reports as directed to the Kendall County Board Chairman, the Kendall County Board, and the Kendall County Administrator. Consultant has assigned Thomas Cullen, Mona Martin and Mandy Drendel to work with Kendall County to perform the services set forth in this Agreement. Also, Consultant has assigned Debra Lounsberry to prepare legislative tracking reports for Kendall County. In the event that Consultant removes or replaces any of these named individuals from performing the services set forth in this Agreement, Consultant agrees to provide prompt written notice to Kendall County. Kendall County may, from time to time,

request changes in the scope of services. However, any such changes, including any increase or decrease in Consultant's fees, shall be documented by an amendment to this Agreement signed by both Consultant and Kendall County.

5. **Compensation and Payment:**

- a. As compensation for the foregoing services, Kendall County agrees to pay to Consultant a monthly rate of five thousand dollars and zero cents (\$5,000.00) during the term of this Agreement.
- b. All expenses in association with this contract are the sole responsibility of the Consultant except for reasonable travel expenses pre-approved in writing by Kendall County. For purposes of this Agreement, "travel expenses" include the following: overnight travel, room accommodations, and airfare. Such pre-approved, reasonable travel expenses will be billed at cost. Also, Consultant shall be reimbursed for mileage at a rate of 75 cents per mile traveled on behalf of Kendall County, provided such travel is pre-approved in writing by Kendall County.
- c. Consultant shall submit monthly invoices to Kendall County referencing this Agreement with such supporting documentation as may be requested by Kendall County. Upon receipt of the invoice, Kendall County shall issue payment in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). Kendall County shall remit all payments to Cullen, Inc., 409 Jackson Parkway, Springfield, Illinois 62704.
- d. In the event of early termination of this Agreement, Kendall County shall only be obligated to pay the fees incurred up to the date of termination. In no event shall Kendall County be liable for any fees and/or costs incurred or services performed by Consultant after the effective date of termination of the Agreement.

6. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by Kendall County for performance under this Agreement, Kendall County shall notify the Consultant and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall Kendall County be liable to Consultant for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

7. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, however, Consultant may not assign or otherwise transfer its rights, obligations or duties under this Agreement without the prior written consent of Kendall County.

8. **Confidentiality and Ownership of Documents.**

- a. **Confidential Information.** In the performance of Services, Consultant may have access to certain information that is not generally known to others (“Confidential Information”). Consultant agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of Kendall County. Consultant shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the services, nor shall Consultant disseminate any information regarding services without the prior written consent of Kendall County. Consultant agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Consultant under this Agreement. The terms of this Paragraph 8(a) shall survive the expiration or termination of this Agreement.
- b. **Ownership.** All records, reports, documents and other materials prepared by Consultant in performance services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of Kendall County. All of the foregoing items shall be delivered to Kendall County upon demand at any time and in any event, shall be promptly delivered to Kendall County upon expiration or termination of this Agreement. In the event any of the above items are lost or damaged while in Consultant’s possession, such items shall be restored or replaced at Consultant’s expense.

9. **Representations and Warranties:** Consultant represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the term of this Agreement:

- a. Consultant will comply with the Illinois Lobbyist Registration Act as well as all other applicable state and federal laws, local ordinances, and applicable state and federal regulations pertaining to the performance of any obligation contained in this Agreement.
- b. Consultant shall secure all such licenses as may be required for its employees and for Consultant to conduct business in the state, municipality, county, and location.
- c. Consultant, 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. Consultant certifies that Consultant, 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). Consultant further certifies by signing the Agreement that Consultant, 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.*; 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's or employee's official capacity; and that Consultant has not made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
 - d. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Consultant or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Consultant or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3. Also, no payment, gratuity or offer of employment, except as permitted by the State Officials and Employees Ethics Act, was made by or to Consultant in relation to this Agreement or as an inducement for award of this Agreement.
10. **Independent Contractor:** Consultant is and at all times shall be an independent contractor in the performance of this Agreement. Consultant will exercise exclusive control over its employees and shall be solely responsible for the payment of any wages, salaries, benefits, or other remuneration of its employees and for the payment of any payroll taxes, contributions for unemployment insurance, social security, pensions, and annuities, which are imposed as a result of the employment of its employees. Consultant also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Consultant, Consultant's officers, employees and agents and agrees that Kendall County is not responsible for providing insurance coverage for the benefit of Consultant, Consultant's officers, employees and agents.
11. **Insurance.** Consultant 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 below. Before starting

work hereunder, Consultant shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder:

(a) Worker's Compensation and Occupational Disease Disability insurance:

- (i) State: Statutory
- (ii) Applicable Federal (e.g., Longshoremen's): Statutory
- (iii) Employer's Liability:
 - (A) \$500,000 per accident
 - (B) \$500,000 disease, policy limit
 - (C) \$500,000 disease, each employee

(b) If written under Comprehensive General Liability Policy Form –

- (i) Bodily injury: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
- (ii) Property damage: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
- (iii) Bodily injury and property damage combined: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
- (iv) Personal injury: \$2,000,000 aggregate per project
- (v) Professional Liability Insurance with a limit no less than 2,000,000 per occurrence or claim with an aggregate of 2,000,000 per project.

(c) If written under commercial general liability policy form:

- (i) \$2,000,000 general aggregate per project;
- (ii) \$1,000,000 products completed operations aggregate
- (iii) \$1,000,000 personal and advertising injury
- (iv) \$1,000,000 per occurrence
- (v) \$1,000 medical expenses (any one person)

(d) Business automobile liability (including owned, non-owned and hired vehicles):

- (i) Bodily injury and property damage combined: \$1,000,000 per occurrence

(e) Umbrella:

- (i) \$5,000,000 per occurrence
- (ii) \$5,000,000 aggregate

Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to all liability coverage, including workers' compensation, in favor of Kendall County. Also, Kendall County and shall be designated as the certificate holder.

12. **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 Kendall County, Attention: Kendall County Clerk and Recorder, 111 W. Fox Street, Yorkville, Illinois 60560, fax (630) 553-4119, with a copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Consultant, Attention: Tom Cullen, 409 Jackson Parkway Springfield, Illinois 62704, fax (217) 744-2533.

13. **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.
14. **Authority To Execute Agreement.** Kendall County and Consultant 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.
15. **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.
16. **Indemnification.** Consultant shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its past, present, and future board members, elected officials, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, taxes, tax penalties, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Consultant or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Consultant in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Releasees 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 Releasees, under this paragraph, must be one that has been approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney. Releasees' participation in their defense shall not remove Consultant's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.
17. **Remedies.** In any action with respect to this Agreement, Kendall County and Consultant 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.

18. **Miscellaneous.** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties. No amendments to this Agreement may be made except in writing and signed by both parties. Kendall County and/or Consultant'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.
19. This agreement shall become binding only after it has been signed by both parties.

Date: _____

CULLEN, INC. D/B/A CULLEN AND ASSOCIATES

BY _____
Thomas J. Cullen, President

Date: _____

KENDALL COUNTY, ILLINOIS

BY _____
Scott R. Gryder, Kendall County Board Chairman

ATTEST _____
Debbie Gillette, Kendall County Clerk/Recorder

Health Department
 Levy and Benefits Costs Analysis
 1/24/2019

| | | | |
|----|-------------------------------------|------------------|-------------------------|
| 1 | FY19 Health Levy | \$757,000 | |
| 2 | FY19 Benefits Reimbursement | <u>(413,241)</u> | |
| 3 | Current: Levy less Benefits Reimb. | 343,759 | \$343,759 |
| 4 | FY16 Fund 210 - Actual Deficit | \$189,729 | |
| 5 | FY17 Fund 210 - Actual Deficit | 311,765 | |
| 6 | FY18 Fund 210 - Actual Deficit | <u>71,948</u> | |
| 7 | 3Yr Actual Deficit FY16-18 | \$573,442 | |
| 8 | 3Yr Average Deficit FY16-18 | | <u>191,147</u> |
| 9 | Proposed: Levy less Benefits Reimb. | | <u><u>\$534,906</u></u> |
| 10 | FY19 Benefits Costs | \$918,616 | |
| 11 | Proposed: Levy less Benefits Reimb. | <u>534,906</u> | |
| 12 | Proposed Levy | 1,453,522 | |
| 13 | FY19 Levy | \$757,000 | |
| 14 | New Dollars | <u>696,522</u> | |
| 15 | Proposed New Levy | 1,453,522 | \$1,453,522 |
| 16 | FY19 Benefits Costs | | <u>(918,616)</u> |
| 17 | Proposed Levy less Benefits Reimb. | | <u><u>\$534,906</u></u> |

Health Department Fund 210
Income Statement
1/24/2019

| Revenue | FY19 | FY18 | | FY17 | | FY16 | |
|---------------------------------------|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| | Budget | Budget | Actual | Budget | Actual | Budget | Actual |
| Beginning Fund Balance | \$2,530,170 | \$2,719,899 | \$2,719,899 | \$3,031,665 | \$3,031,665 | \$3,103,613 | \$3,103,613 |
| Total Revenue | \$4,736,798 | \$4,739,175 | \$4,645,680 | \$4,291,577 | \$4,710,911 | \$4,103,533 | \$4,511,258 |
| Total Expenditure | <u>\$5,385,440</u> | <u>\$5,591,372</u> | <u>\$4,835,409</u> | <u>\$5,188,264</u> | <u>\$5,022,676</u> | <u>\$4,751,161</u> | <u>\$4,583,206</u> |
| Net Surplus/(Deficit) | (\$648,642) | (\$852,197) | (\$189,729) | (\$896,687) | (\$311,765) | (\$647,628) | (\$71,948) |
| Ending Fund Balance | \$1,881,528 | \$1,867,702 | \$2,530,170 | \$2,134,978 | \$2,719,900 | \$2,455,985 | \$3,031,666 |
| FB Months | 4.19 | 4.01 | 6.28 | 4.94 | 6.50 | 6.20 | 7.94 |
| <u>Deficit History</u> | | | | | | | |
| 3Yr AVG Budget Deficit FY16-18 | (\$798,837) | | | | | | |
| 3Yr AVG Actual Deficit FY16-18 | <u>(\$191,147)</u> | | | | | | |
| Difference | (\$607,690) | | | | | | |