



**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT
AND TECHNOLOGY COMMITTEE
Monday, January 9, 2023 @ 4:00p.m.**

**County Office Building; 111 W. Fox Street
2nd Floor Board Room; Yorkville IL**

MEETING AGENDA

- 1. Roll Call and Determination of a Quorum**
- 2. Approval of Agenda**
- 3. Approval of November 10, 2022 Minutes**
- 4. Public Comment**
- 5. Status Reports**
 - GIS
 - FY 2023 Capital Project List
- 6. Old Business/ Project Updates**
- 7. New Business/Projects**
 - A. Court Technology Modernization Initiative/Grant Process
 - B. Kendall County Phase One Capital Improvement Project
 - C. Tours of Facilities
 - D. Kendall Area Transit (KAT) grant from Rebuild IL for the design and construction of an operations facility.
 - E. Discussion of GIS Shared Services
 - F. Discussion of an Intergovernmental Agreement for the Sharing of Services, Staff and Equipment between the Village of Oswego, Kendall and Will Counties, Illinois, The Oswego Township, The Oswego Library District, The Oswego Fire Protection District, The Oswegoland Park District, Kendall County and Oswego Community Unit School District 308
- 8. Chair Report**
- 9. Executive Session**
- 10. Other Business**
- 11. Public Comment**
- 12. Questions from the Media**
- 13. 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
FACILITIES MANAGEMENT COMMITTEE
Meeting Minutes for Thursday, November 10, 2022**

Call to Order – Committee Chair Brian DeBolt called the Facilities Management Committee to order at 3:39 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
DeBolt, Brian	Here		
Gilmour, Judy	Here		
Rodriguez, Ruben			
Kellogg, Matt	Yes		
Koukol, Dan			

Others Present – Scott Koeppel, Dan Polvere

Approval of Agenda - Member Kellogg made a motion to approve the agenda, second by Member Gilmour. **With three members present voting aye, the motion carried by a vote of 3-0.**

Approval of October 3, 2022 Meeting Minutes – Member Kellogg made a motion to approve the October 3, 2022 meeting minutes, second by Member Gilmour. **With three members present voting aye, the motion carried by a vote of 3-0.**

Public Comment - None

Old Business/Project Updates

- A. Update regarding Constellation Natural Gas Agreements** – Director Polvere provided a status of the contract review with the State’s Attorney’s Office and Constellation. Director Polvere informed the committee the remainder points are more business items than legal. Chris Childress of Progressive Energy Group explained the points to the committee. Motion to forward Constellation Natural Gas Agreement to the full County Board for approval by Member Gilmour. Second by Member Kellogg. **All members present voting aye, Motion Approved.**

Chair Report - None

New Business/Projects

- A. Lease Extension Requests from CASA: 1st of Two One-Year Option** – Director Polvere submitted the request letter for approval on the first one-year extension as stated in the 2021 Lease. Motion to approve the extension by Member Kellogg. Second by Member Gilmour. **All members present voting aye, Motion Approved.**
- B. Lease Extension Requests from Workforce Development: 1st of Two** – Director Polvere submitted the request letter for approval on the first one-year extension as stated in the 2021 Lease. Motion to approve the extension by Member Kellogg. Second by Member Gilmour. **All members present voting aye, Motion Approved.**

Staffing/Training/Safety Updates

Items for the November 15, 2022 County Board Meeting – Constellation Natural Gas Agreement approval by the full County Board

Public Comment – None

Executive Session – None

Other Business – County Administrator Koepfel stated the approval for the five (5) year architectural, engineering, construction management agreement with Cordigan Clark will be on the agenda for the county board meeting on November 15, 2022. Also a phase one capital improvements project proposal on the agenda as well.

Adjournment – Member Kellogg made a motion to adjourn the Facilities Committee meeting, Member Gilmour seconded the motion. **With three members present voting aye, the meeting was adjourned at 3:49 p.m. by a vote of 3-0.**

Respectfully submitted,

Christina Wald
Administrative Assistant and Recording Clerk

FACILITIES MANAGEMENT
FY 2023 Capital Project & Procurement List: 1/9/23

Public Safety Center

- Procure & Install (9) Food-pass Cut-in Kits: \$ 22,563
- Replace (2) Ranges in the Jail Kitchen: \$ 14,000

Courthouse

- Replace Defective/Recalled Sprinkler heads: \$ 8,000
- Courts Technology Modernization: \$ 300,000
- Jury Assembly A/V System Upgrades: \$ 50,000
- ADA Lift Replacement for Courtroom #112: \$ 30,000
- Probation Space Build-out: \$ 60,000
- Probation Space FF&E: \$ 13,000
- Partial Roof Replacement (phase 3 of 3): \$ 250,000
- Storage Build-out @ Dumpster Area: \$ 6,500
- Office Chairs & Files @ Public Defender: \$ 6,840
- Orders of Protection Station Privacy Wall: \$ 15,000
- Office Chairs @ Probation: \$ 15,000
- Stand-up Desks @ Probation: \$ 3,000

Health & Human Services

- Heat Panels for Offices w/Exterior Walls: \$ 2,700

County Office Building

- Boardroom Speaker System Additions: \$ 4,500

Historic Courthouse

- Replace HVAC Systems for 2rd Floor Spaces: \$ 275,000
- Replace Membrane on (2) Flat Roofs: \$ 100,000
- Repair Water Damage in ROE: \$ 5,000

Facilities/Coroner Building & John Street Campus

- Tractor w/snow removal implement: \$ 25,000
- Pavement Repairs & Sealcoating: \$ 35,000
- Facilities Maintenance Vehicle: \$ 56,000
- Detention Pond Remediation: \$ 10,000
- Fiber Replacement (PSC to HHS, PSC to CH): \$ 59,000

Animal Control

- Replace Existing Fence/Gate on West Side: \$ 8,500
- Install Additional Dog Run Enclosure: \$ 11,000

INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF SERVICES, STAFF AND EQUIPMENT BETWEEN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, THE OSWEGO TOWNSHIP, THE OSWEGO LIBRARY DISTRICT, THE OSWEGO FIRE PROTECTION DISTRICT, THE OSWEGOLAND PARK DISTRICT, KENDALL COUNTY AND OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308

THIS INTERGOVERNMENTAL AGREEMENT (*the "Agreement"*) by and between the Village of Oswego, Illinois ("*Oswego*"), a home rule municipal corporation of the State of Illinois; the Oswego Township ("*Township*"), a non-home rule unit of government of the State of Illinois; the Oswego Library District ("*Library*"), a non-home rule unit of government of the State of Illinois; the Oswegoland Park District ("*Park District*"), a non-home rule unit of government of the State of Illinois; the Oswego Fire Protection District ("*Fire Protection District*"); Kendall County ("*County*"), a non-home rule unit of government of the State of Illinois; and the Oswego Community Unit School District 308 ("*School District*"), a school district in the State of Illinois (sometimes collectively referred to as "*Governments*" or "*Parties*" or individually as "*Government*" or "*Party*"); entered into this ____ day of _____, 2022.

W I T N E S S E T H:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government and school districts may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that any powers, privileges, functions or authority exercised or which may be exercised by a public agency may be exercised, combined, transferred, or enjoyed jointly with another public agency; and,

WHEREAS, the Governments experience variations in workload from time to time that may strain an individual Government's resources; and,

WHEREAS, many tasks require the same knowledge, expertise, and equipment across Governments, and there are opportunities for the Governments to share different knowledge, expertise, and equipment; and,

WHEREAS, the Governments would benefit on occasion from a joint purchasing arrangement when they purchase the same or similar products or services; and,

WHEREAS, the essential goal of this Agreement is that the Governments cooperate with one another to provide high quality, cost effective services to their respective residents.

NOW, THEREFORE, in consideration of the mutual promises, obligations, and undertakings hereafter set forth, the Governments agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. The Governments hereby designate their respective Leadership Representatives, as set forth by position title on Exhibit A, to coordinate with one another on an as needed basis, with regard to the services required for the effective, efficient operation of government services. The Leadership Representatives and/or their designees shall advise each other of the date and time such services are to be provided. The Governments shall independently determine whether they are able to offer assistance for all or a portion of the requested duration. No Government shall be obligated to provide assistance or participate in a shared or cooperative agreement.

Section 3. Personnel:

- A. Except when such assistance is requested under another intergovernmental agreement or shared service program, the Governments shall agree to reimburse hourly wages plus employer-paid benefits, inclusive of pension and taxes but exclusive of set-rate benefits including health insurance, for time worked assisting another Government. The Government shall provide an anticipated hourly rate for employees assisting another Government in advance of the shared service being initiated.
- B. Such shared staffing or service time may include remote assistance through the use of various technologies, so that the employee may remain at his or her place of employment to assist the other Government. Time assisting another Government shall be tracked in 15-minute increments and invoiced on a monthly basis to the requesting Government.
- C. Any Workers' Compensation or Liability Claim arising in the course a shared staffing period shall be paid by the Workers' Compensation Policy of the Government with whom the employee is employed on a regular basis.

Section 4. Equipment:

- A. Governments requesting the use of equipment shall work with the Leadership Representative or designee to receive authorization for the type of equipment requested and anticipated duration of use.
- B. The borrowing Government shall return the equipment in reasonably the same condition as when it was borrowed. In the event equipment is damaged during the course of such intergovernmental use, Leadership Representatives or their designee shall determine any compensation due to repair or replace the equipment.

Section 5: Purchases: The Leadership Representatives or their designees may also identify and pursue joint purchasing agreements, including joint bids, joint contracting, and piggybacking on purchases in accordance with their respective procurement policies and procedures.

Section 6: Shared facilities:

- A. Governments may request the use of another Government's facilities for operational or other needs on a temporary or permanent basis. The requesting Government(s) shall define the scope and purpose of the facilities sharing arrangement. The Government(s) receiving the request may determine whether the request can be accommodated and may elect whether to grant or deny the request. The Government(s) providing use of the facilities may require reimbursement of utility costs and rental payments, where applicable, prorated based on the usage of the facilities by the requesting Government(s).
- B. The Governments engaging in shared facilities requests shall comply with any facilities security requirements established by the Government that owns the facilities.

Section 7. Nothing in this Agreement shall be deemed to change or alter the jurisdiction of the Governments in any respect, including, their respective powers and duties.

Section 8. This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the units of government and school district as the Parties hereto.

Section 9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision

shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 10. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt, to the applicable individuals below:

If to the Village of Oswego: Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

With a copy to: Karl Ottosen
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 North Naper Blvd., Suite 350
Naperville, IL 60563

If to the Oswego Library District: Library Director
Oswego Public Library District
32 W. Jefferson St.
Oswego, IL 60543

If to the Oswego Fire Protection District: Fire Chief
Oswego Fire Protection District
3511 Woolley Road
Oswego, IL 60543

If to the Oswego Township: Township Supervisor
Oswego Township
99 Boulder Hill Pass
Montgomery, IL 60538

If to the Oswegoland Park District: Executive Director

Oswegoland Park District
313 E. Washington St.
Oswego, IL 60543

With a copy to: Derke Price
Ancel Glink
1979 N. Mill Street, Suite 207
Naperville, IL 60563

If to Oswego Community Unit School District 308:
Chief Financial Officer
Oswego CUSD 308
4175 Route 71
Oswego, IL 60543

With a copy to: Brittany Flaherty Theis
Whitt Law LLC
70 S. Constitution Drive
Aurora, IL 60506

Or any such other person, counsel, or address as any Party hereto shall specify pursuant to this Section from time to time.

Section 11. This Agreement may be executed in counterparts, all of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

Section 12. This Agreement represents the entire agreement between the Parties and there are no other promises or conditions in any other agreement whether oral or written, except to the extent there are separate intergovernmental agreements between any of the Parties with which this Agreement is not intended to conflict. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the Parties and may not be further modified except in writing acknowledged by each Party.

Section 13. Nothing contained in this Agreement, nor any act of any of the respective Governments pursuant to this Agreement, shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited

or general partnership, joint venture, or any association or relationship involving any of the Governments. Further, nothing in this Agreement should be interpreted to give any Government control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 14. When performing pursuant to the terms of this Agreement, the Governments intend that any injuries to their respective employees shall be covered and handled exclusively by their Government's own workers' compensation insurance, or other applicable insurance, in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, disability pension and workers' compensation claims, damage to or destruction of equipment, facilities, clothing, and related medical expenses of the Governments and their respective employees, which may result from their activities under this Agreement, shall be the responsibility of the Government which employs the employee making such a claim.

Section 15. The Parties shall defend, indemnify, and hold each other Party—and the other Parties' officials, officers, employees, agents, and representatives—harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, and costs of suit or defense, arising out of, resulting from, or alleged to arise out of or resulting from the negligent, careless, or wrongful acts, omissions, failures to act, or misconduct of the Parties, and their officers, employees, and agents, in connection with their performance under this Agreement. The Parties' indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the negligence, misconduct, or breach by any other Party, its officials, officers, employees, agents, or representatives. References to "losses, expenses, costs of suit or defense" do not include attorney's fees.

Section 16. The Parties 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 respective insurance carrier(s) to the Parties at the addresses set forth herein, and immediate notice given by the affected Government to the other Parties. Before starting shared projects hereunder, the Parties shall obtain the following insurance at a minimum: (a) Workers' Compensation, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, and (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other Party upon execution of this Agreement. No Party waives its immunities or defenses, whether statutory nor common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 17. This Agreement shall be in full force and effect beginning February 1, 2023 through December 31, 2027; provided however, any Party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other Parties. In such a case, this Agreement shall remain in full force and effect as to and between the remaining Parties.

Section 18. This Agreement may be amended only with written consent of all Parties hereto.

Section 19. The Village of Oswego, the Oswego Library District, the Oswego Fire Protection District, the Oswego Township, the Oswegoland Park District and Oswego Community

Unit School District 308 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Oswego, Illinois.

Village of Oswego, Illinois,
a municipal corporation

By: _____
Village President

Attest:

Village Clerk

Oswego Library District, Illinois
a public library district

By: _____
President

Attest:

Secretary

Oswego Fire Protection District, Illinois,
an Illinois fire protection district

By: _____
President

Attest:

Secretary

Oswegoland Park District, Illinois
a park district

By: _____
President

Attest:

Secretary

Oswego Township, Illinois
a township government

By: _____
Township Supervisor

Attest:

Township Clerk

Kendall County, Illinois
a county government

By: _____
Board Chairman

Attest:

County Clerk

Oswego Community Unit School District
308, Illinois,
a public school district

By: _____
Board President

Attest:

Board Secretary

Exhibit A

**Intergovernmental Agreement for the Sharing of Services, Staff and Equipment
Oswego, Illinois**

Leadership Representatives

Village of Oswego:	Village Administrator
Oswego Library District:	Library Director
Oswego Fire Protection District:	Fire Chief
Oswego Township:	Township Supervisor
Oswegoland Park District:	Executive Director
Oswego Community Unit School District 308:	Chief Financial Officer

