



Kendall County Board Agenda
Adjourned September Meeting
Kendall County Office Building, 111 W. Fox Street
County Board Room 209, Yorkville, IL 60560
Tuesday April 2, 2024, at 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
8. Public Comment
9. Consent Agenda
 - A. Approval of County Board Meeting Minutes from March 20, 2024
 - B. Approval of Standing Committee Meeting Minutes
 - C. Approval of Claims in the amount of \$2,676,728.95
 - D. Approval of the release of the HR & INS Committee Executive Session Review of minutes dated October 17, 2023, and March 4, 2024
 - E. Approval of the release of the Committee of the Whole Executive Session Review of minutes dated September 14, 2023, and March 14, 2024
 - F. Approval of release of the Economic Development & Administration Executive Session Review of minutes dated September 20, 2023 & March 20, 2024
 - G. Approval of release of the Finance & Budget Executive Session Review of minutes dated September 28, 2023 & March 28, 2024
 - H. Approval of Resolution Granting the Kendall County Circuit Clerk authority to enter into agreements with OCV, LLC on behalf of Kendall County, Illinois
10. Old Business
11. New Business
12. Standing Committee Reports
 - A. Finance & Budget –
 1. Approval of Resolution Establishing Distribution of Grants from the 2023 Payable 2024 Senior Citizen Social Services Levy
 2. Approval of amendment of Pivot Tech Agreement
13. Special Committee Reports
14. Liaison Reports
15. Other Business
16. Chairman's Report
17. Public Comment
18. Questions from the press
19. Executive Session
20. 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

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
March 20, 2024**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Wednesday, March 20, 2024, at 9:02 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Brian DeBolt, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley (9:10 a.m.), and Seth Wormley. Member(s) absent: Elizabeth Flowers.

The County Clerk reported to the Chairman that a quorum was present to conduct business.

PLEDGE OF ALLEGIANCE

Megan Hanna from the Sheriff's Office led the Pledge of Allegiance.

INVOCATION

Rabbi David Eber from the Congregation Beth Shalom of Naperville gave the invocation.

THE AGENDA

Member DeBolt moved to approve the agenda. Member Peterson seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. Motion carried.

SPECIAL RECOGNITION

Kendall County Employee Service Award Celebration

County employees were recognized for milestone years of service.

Kendall County Sheriff's Office Representative for Illinois Special Olympics

Megan Hanna from the Sheriff's Office was recognized for her coordinating and fundraising efforts for the Special Olympics.

Kendall County Sheriff's Office Employee of the Year

Nancy Velez was recognized by the Sheriff's Office for Employee of the Year.

PUBLIC HEARING

Chairman Kellogg opened the Public Hearing to obtain public comment and consider the economic, social, and environmental effects of the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. §5311). There were no comments from the public. Chairman Kellogg closed the Public Hearing.

CONSENT AGENDA

Member Shanley moved to approve the consent agenda.

- A. Approval of County Board Meeting Minutes from February 6, 2024, and February 20, 2024
- B. Approval of Standing Committee Minutes
- C. Approval of Claims in an amount not to exceed \$1,742,527.91 from 2/27/24 and \$1,195,571.51 From 3/12/24
- D. Approve the intergovernmental agreement between the United City of Yorkville, The Village of Oswego, The Village of Montgomery, The City of Plano, The County of Kendall, and the Yorkville School District #115 for the use of the VirTra V-300 System.
- E. Approval of Kendall County Animal Control Kennel Technician Job Description
- F. Approval of Kendall County Animal Control Administrator/Veterinarian Job Description
- G. Approval of Employment Agreement between Kendall County, Illinois, and Dr. Gary Schlapp with an annual base salary of \$15,000/year
- H. Approval of Revised Kendall County Organizational Chart and Headcount

- I. Approval of Petition 24-01, A Request from Deb Chow on Behalf of Jade Restorations, Inc for Major Amendments to the Special Use Permit for a Kennel and Veterinary Granted by Ordinance 2020-01 and Amended by Ordinance 2023-05 by Changing the Site Plan, Landscaping Plan, and Photometric Plan at 949 Bell Road, Minooka (PIN: 09-24-100-012 (Part)) in Seward Township; Property is Zoned A-1 with a Special Use Permit
- J. Approval of Petition 24-02, A Request from Deb Chow on Behalf of Jade Restorations, Inc for a Map Amendment Rezoning Approximately 13.6 Acres of 949 Bell Road, Minooka (PIN: 09-24-100-012 (Part)) in Seward Township from A-1 Agricultural District and A-1 Agricultural District With a Special Use Permit for a Kennel and Veterinary to B-3 Highway Business District
- K. Approval of Petition 24-03, A Request from the Kendall County Regional Planning Commission for Amendments to the Future Land Use Map Contained in the Kendall County Land Resource Management Plan by Reclassifying 7775 A/B Route 47, 7789 Route 47, and 8175 Route 47 (PINs: 05-09-300-015, 05-09-376-002, and 05-16-100-006) in Kendall Township from Transportation Corridor to Mixed Use Business and Related Text Changes
- L. Authorization for Francis C. Klaas to enter into contracts, including joint participation agreements, on behalf of Kendall County with the State of Illinois and any of its agencies or departments
- M. Resolution appropriating funds for the payment of the county engineer's salary
- N. Approval of Contingency Reduction No.6 - The total request for Contingency Reduction No. 6 is \$38,046, with revised contract amounts as follows: O'Malley Welding \$16,800 (new contract: \$16,800 increase), Lite Construction \$2,157,700 (\$16,196 increase), Plainfield Grading \$620,498 (\$8,050 increase), Omega Plumbing \$141,702 (\$3,000 credit), Bob's Septic \$425 (new contract: \$425 increase), Abby Paving \$407,130(\$425 credit)
- O. Approval of Resolution Authorizing the Execution and Amendment of Downstate Operating Assistance Grant Agreement
- P. Approval of a Resolution Authorizing the Execution and Amendment of Section 5311 Grant Agreement

Member Peterson seconded the motion. Chairman Kellogg asked for a roll vote on the motion. All members present voting aye. Motion carried.

C) COMBINED CLAIMS: ADMIN \$495.54; ANML CNTRL WRDN \$12,269.04; ASSESS \$850.00; CIR CLK \$41,478.38; CIR CRT JDG \$13,225.01; CMB CRT SERVS \$13,616.98; CRNR \$1,461.05; CORR \$75,998.31; CNTY ADMIN \$100.00; CNTY BRD \$640,158.01; CNTY CLK \$80,231.22; HIGHWY \$127,089.70; CNTY TRSR \$3,239.89; ELECTION \$18,166.36; EMA DIR \$1,128.67; EMA \$582.68; FCLT MGMT \$43,103.77; GIS COORD \$4.10; HLTH & HMN SRV \$172,903.68; HR \$6,782.72; JURY \$25,263.60; MRT COM \$862.00; PBZ SR PLNR \$4,548.73; PBZ \$2,486.40; PRSDNG JDG \$9,713.66; PROB SPVSR \$18,952.20; PUB DEF \$591.52; ROE \$7,316.58; SHRF \$57,591.14; ST ATTY \$3,648.21; TECH \$8,269.84; TREAS \$121.18; UTIL \$62,495.11; VET \$3,786.78; FP \$60,055.09; SHF \$401,443.59; SHF \$49,529.18; SHF \$2,624.00; SHF \$46,645.41; CVL \$439,652.61

D) A complete copy of IGAM 24-09 is available in the Office of the County Clerk.

I) A complete copy of Ordinance 24-08 is available in the Office of the County Clerk.

J) A complete copy of Ordinance 24-09 is available in the Office of the County Clerk.

K) A complete copy of Resolution 24-08 is available in the Office of the County Clerk.

M) A complete copy of Resolution 24-09 is available in the Office of the County Clerk.

O) A complete copy of Ordinance 24-10 is available in the Office of the County Clerk.

W) A complete copy of Ordinance 24-06 is available in the Office of the County Clerk.

ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

Sheriff

Under Sheriff Richardson stated that the new squad car roll out is on target and the robbery suspect should be in custody soon.

County Clerk & Recorder

Revenue Report	2/1/24-2/29/24	2/1/23-2/28/23	2/1/22-2/28/22
CLKFEE County Clerk Fees	\$444.50	\$408.50	\$793.00
MARFEE County Clerk Fees - Marriage License	\$660.00	\$870.00	\$1,050.00

CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$25.00	\$45.00	\$60.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,216.00	\$1,630.00	\$1,418.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$175.00
MISINC	County Clerk Fees - Misc	\$127.25	\$60.00	\$65.00
	County Clerk Fees - Misc Total	\$1,368.25	\$1,735.00	\$1,718.00
RECREE	County Clerk Fees - Recording	\$17,092.00	\$15,503.00	\$28,097.00
	Total County Clerk Fees	\$19,564.75	\$18,516.50	\$31,658.00
CTYREV	County Revenue	\$37,633.50	\$26,161.75	\$39,289.50
DCSTOR	Doc Storage	\$10,410.51	\$8,958.50	\$16,534.00
GISMAP	GIS Mapping	\$31,052.00	\$28,500.00	\$52,470.00
GISRCD	GIS Recording	\$2,070.75	\$1,900.00	\$3,498.00
INTRST	Interest	\$118.86	\$86.35	\$28.99
RECMIS	Recorder's Misc	\$565.50	\$556.50	\$4,630.75
RHSP	RHSP/Housing Surcharge	\$16,002.00	\$7,353.00	\$14,274.00
TAXCRT	Tax Certificate Fee	\$1,960.00	\$1,720.00	\$1,160.00
TAXFEE	Tax Sale Fees	\$2,110.00	\$1,605.00	\$510.00
PSTFEE	Postage Fees	\$1,901.73	\$1,279.80	\$373.83
CK # 19827	To KC Treasurer	\$123,389.60	\$96,637.40	\$164,427.07

County Clerk Debbie Gillette thanked everyone for helping with the Election.

Treasurer

Office of Jill Ferko
 Kendall County Treasurer & Collector
 111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
 AS OF MONTH END 2/28/2024

<u>REVENUES*</u>	<u>Annual</u> <u>Budget</u>	<u>2024 YTD</u> <u>Actual</u>	<u>2024 YTD%</u> <u>%</u>	<u>2023 MTD</u> <u>Actual</u>	<u>2023 MTD</u> <u>%</u>
Personal Property Repl. Tax	\$915,000	\$114,446	12.51%	\$194,895	21.30%
State Income Tax	\$3,208,685	\$407,732	12.71%	\$756,662	23.95%
Local Use Tax	\$810,000	\$0	0.00%	\$96,858	12.74%
State Sales Tax	\$600,000	\$127,463	21.24%	\$89,557	13.78%
County Clerk Fees	\$350,000	\$40,359	11.53%	\$65,165	18.62%
Circuit Clerk Fees	\$1,000,000	\$255,899	25.59%	\$220,498	21.00%

Fines & Foreits/St Atty.	\$260,000	\$67,714	26.04%	\$24,786	9.91%
Building and Zoning	\$85,000	\$16,602	19.53%	\$5,455	6.82%
Interest Income	\$650,000	\$476,529	73.31%	\$277,378	369.84%
Health Insurance - Empl. Ded.	\$1,644,361	\$309,456	18.82%	\$287,436	19.31%
1/4 Cent Sales Tax	\$3,280,000	\$402,761	12.28%	\$389,624	12.07%
County Real Estate Transf Tax	\$450,000	\$80,956	17.99%	\$85,599	19.02%
Federal Inmate Revenue	\$503,700	\$32,936	6.54%	\$84,880	14.53%
Sheriff Fees	\$107,250	\$40,447	37.71%	\$19,108	16.81%
TOTALS	\$13,863,996	\$2,373,300	17.12%	\$2,597,899	19.75%
Public Safety Sales Tax	\$8,000,000	\$729,704	9.12%	\$701,970	9.36%
Transportation Sales Tax	\$8,000,000	\$729,704	9.12%	\$701,970	9.36%

****All Accruals have been completed at this time. So these figures are where we currently stand for FY2024**

*Includes major revenue line items excluding real estate taxes which are to be collected later.

Circuit Clerk

Clerk of the Court Matthew Prochaska reviewed the monthly report.

State's Attorney

State's Attorney Eric Weis spoke about the inmate awaiting mental health placement who has finally been placed and the need for more facilities.

Coroner

Coroner Jacquie Purcell reviewed the report in the packet, there will be a takeback/shred event on April 27, 2024.

Health Department

Executive Director RaeAnn VanGundy reviewed the Annual Report and stated that the Solid Waste Planning meetings have begun.

EMA

Roger Bonuchi gave an update on the hazard mitigation and spoke about the damage assessment webpage.

STANDING COMMITTEE REPORTS

Finance

Surplus Property Policy

Member Bachmann moved to approve the Surplus Property Policy. Member Peterson seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL COMMITTEE REPORTS

Member Bachmann informed the board that the Connect Kendall County Commission has received a \$15 million funding grant for broadband.

CHAIRMAN'S REPORT

Member DeBolt moved to approve the appointment(s). Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye except Wormley who was recused from voting. **Motion carried.**

APPOINTMENT(S)

Bobby J. Richardson - Board of Health - 3 year term - March 2027
Seth Wormley - Regional Plan Commission (Fox/Millbrook Twp) - 3 year term - March 2027

PUBLIC COMMENT

Jason Lanston from the Sheriff's Office stated that the grant funding received through the Connect Kendall County Commission is an amazing opportunity and will further Public Safety throughout Kendall County.

ADJOURNMENT

Member Peterson moved to adjourn the County Board Meeting until the next scheduled meeting. Member Koukol seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 23rd day of March 2024.

Respectfully submitted by,

Debbie Gillette

Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE
Meeting Minutes for Thursday, February 8 2024 at 5:30 p.m.

Call to Order The meeting was called to order by Committee Member Dan Koukol at 5:33 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers		5:40 p.m.	
Scott Gengler		5:34 p.m.	
Dan Koukol	Here		
Brooke Shanley	Here		
Seth Wormley	Here		

With 3 members present a quorum was established at 5:33 p.m.

Staff Present: Christina Burns, Latreese Caldwell, Taylor Cosgrove, Tracy Page, Todd Volker, Matt Asselmeier

Approval of Agenda – Member Shanley made a motion to approve the agenda, second by Member Wormley. **With three (3) members voting aye, the motion was carried by a vote of 3 -0.**

Approval of Minutes – Member Wormley made a motion to approve the December 20, 2023 Committee Meeting minutes, second by Member Shanley. **With three (3) members voting aye, the motion was carried by a vote of 3 -0.**

Committee Reports and Updates

- A. Animal Control Department Update** – Director of Animal Control Taylor Cosgrove provided to the committee the Animal Control December and January reports which are included in the packet on page 5. Ms. Cosgrove noted that bites have decreased with no major bites reported, average length of stay has also decreased, intakes have increased. She is working with Administration/HR on the employment agreement for the Administrator Veterinarian position. Scooter’s Coffee is offering a Day of Giving at three of their locations (Plano, Yorkville, and Sandwich) on March 8, 2024 a portion of their proceeds will go to KC Animal Control.
- B. Emergency Management Agency Update** – Deputy Director of EMA Tracy Page provided to the committee the monthly reports (Dec. 2023 and Jan. 2024) which can be found on page 16 of the packet. She noted that radios are being upgraded, work continues on the UCP. Important dates coming up; Hazard Mitigation Plan (HMP) public forum will be on February 20, 2024 and the National Weather Service Storm Spotting training will take place on February 28, 2024 at Yorkville High School.
- C. Revolving Loan Status Update-** Deputy County Administrator Latreese Caldwell updated the committee on the current status of the loans currently held by the County. The loan status report can be found on page 20 of the packet. Staff are working on getting updates from Minooka for the Minooka Water project and will be asking for a yearly update going forward.
- D. Economic Development Update-** Economic Development Coordinator Todd Volker prepared a written update on current projects, these can be found on page 21 of the packet. The monthly Entrepreneur’s breakfast has been a success so far. County Administrator Christina Burns supports the use of data collection, survey monkeys, and peer input from other municipalities, along with GCEP participation to determine where the County’s economic development efforts will be most beneficial.

New Committee Business

A. **DISCUSSION:** Lucky Beef N Dog Loan

Deputy County Administrator Latreese Caldwell updated the committee on the Lucky Beef N Dog Loan status, including the history of the loan and what has been done to collect this debt to date. They are currently still in arrears with the County, but staff has recently received four consecutive payments. Christina Burns said that staff will continue to send out payment notices and late payment letters as necessary and she will keep the committee apprised if anything significantly changes with the loan. The committee discussed looking at other ways to help with Economic Development efforts in the County instead of giving out revolving loans. Staff are asked to look at the parameters set by the state for revolving loan funds currently, and funds that might be available and bring that information back to the committee.

B. **DISCUSSION:** Animal Control Estate Donation uses

Director of Animal Control Taylor Cosgrove provided to the committee the proposed allocation of funds donated to Animal Control (pg. 23 of packet). These allocations are based on the current needs of the department. Proposed allocations; \$1000 microchip purchases, \$10,000 spay/neuter budget, \$5000 to Animal Medical Fund, \$750 staff training and the remainder to the Capital Fund. Member Gengler asked if a memorial plaque could be made for these kinds of donations. Staff will look into options and bring them back to the committee.

Member Gengler made a motion to approve the allocation of donations, second by Member Shanley. **With five (5) members voting aye, the motion was carried by a vote of 5 -0.**

Old Committee Business – None

Chairman's Report – None

Public Comment – None

Questions for the Media – None

Executive Session – None

Items for the Committee of the Whole Meeting – None

Action Items for County Board - None

Adjournment – Member Gengler made a motion to adjourn, second by Member Koukol. **With five (5) members present in agreement; the meeting was adjourned at 6:05 p.m.**

Respectfully submitted,
Sally A. Seeger
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
FINANCE & BUDGET COMMITTEE
Meeting Minutes for Thursday, February 29, 2024

Call to Order – Committee Chair Scott Gengler called the Finance & Budget Committee meeting to order at 4:08 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Scott Gengler	Here		
Brian DeBolt	Here		
Matt Kellogg	Here		
Jason Peterson	Here		
Seth Wormley	Here		

With five (5) members present a quorum was established.

Staff Present – Christina Burns, Latreese Caldwell, Jennifer Karales

Approval of Agenda – Member DeBolt made a motion to approve the agenda, second by Member Peterson. **With five (5) members present voting aye, the motion carried by a vote of 5 - 0.**

Approval of January 25, 2024 Finance & Budget Committee Meeting Minutes – Member Kellogg made a motion to approve the minutes, second by Member Peterson. **With five (5) members present voting aye, the motion carried by a vote of 5 - 0.**

Approval of Claims – Member DeBolt made a motion to forward the approval of the claims to the next County Board meeting, second by Member Wormley. **With five (5) members present voting aye, the motion carried by a vote of 5 - 0.**

Committee Reports and Updates

- A. **Personnel Reports** - Treasurer Jill Ferko provided to the committee the Treasurer’s Employee Status Report and is included in the packet starting on page 5.
- B. **FY24-26 ARPA Fund** – Financial Analyst Jennifer Karales provided to the committee the American Rescue Plan overview of what has been spend so far FY21-FY24 from this fund, report can be found on page 6 of packet. \$4.4 million still needs to be allocated by December 2024 and spent by 2026.
- C. **Budget Amendment Tracking** – Deputy Administrator Latreese Caldwell briefed the committee on the need to have a budget amendment tracking system in place, directed the committee to page 7 of the packet. Staff would like to use the Kendall County Agenda Briefing form to collect information on unbudgeted items; these are items that impact the budget for budget revisions. On this form is an area labeled fiscal impact, this should be filled in if an item has been unbudgeted for that fiscal year. This will allow administrative staff to track these unbudgeted expenditures. The committee requested that all unbudgeted items come before the finance committee for final review before being approved at County Board.

New Committee Business

A.*MOTION (VV): Approval of FY2024 Opioid Fund Applications

Probation/Court Services is requesting \$516 dollars to support people in treatment and recovery, the application can be found starting on page 9 of the packet provided. This is for a specific case that is in the process of closing. The committee asked if going forward the applicants can combine some of their smaller requests together, so they don't need to apply each month. Ms. Karales said that she will encourage them to do this. Judiciary is requesting \$1360 to support people in treatment and recovery (Halfway House fees). They are also requesting \$1790 to register two Judges to attend a training by AllRise that provides training in evidence based practices for Problem Solving Court programs.

Member Peterson made a motion for Approval of Opioid Fund Applications, second by Member DeBolt **With five (5)members present voting aye, the motion carried 5 - 0.**

B.*DISCUSSION: 2024-2026 Auditing RFP Timeline

Deputy Administrator Latreese Caldwell explained to the committee that Kendall County has contracted for auditing services with Mack & Associates through FY 2023. A typical contract for auditing services is three years and can be extended for one year periods, the contract with Mack & Associates was extended for three one-year periods, so it is now necessary to create a new RFP (Request for Proposal). Ms. Caldwell has provided the committee with a proposed timeline for the Accounting and Auditing RFP which can be found on page 17 of the packet. Next Finance & Budget meeting staff will bring the RFQ (Request for Quote) to this committee for review.

C.*MOTION (Forward to County Board): Discussion and Approval of an Ordinance Establishing Salary for the Kendall County Circuit Clerk

Deputy Administrator Latreese Caldwell briefed the committee that this will be discussion only and the actual salary amount decided on by the Finance Committee will then go to the Human Resources & Insurance committee for ordinance approval. The County Board has 180 days before the elected takes office to approve the ordinance. Chairman Gengler asked that both items C and D on agenda be moved to March 28, 2024 Finance & Budget meeting.

D.*MOTION (Forward to County Board): Discussion and Approval of an Ordinance Establishing Salary for the Kendall County Coroner

No discussion at this time, discussion has been moved to March 28, 2024 Finance & Budget meeting agenda.

E. *MOTION (Forward to County Board): Approval of Surplus Property Policy

Deputy Administrator Latreese Caldwell directed the committee to page 19 of the packet. The purpose of this policy is to standardize the process for the disposal of Kendall County's surplus property and capital assets. Surplus property defined, it has an original purchase price of less than \$500 and capital assets have an individual cost of more than \$5000 and estimated useful life greater than two years. It is the responsibility of the appointed or elected official to dispose of surplus property/capital assets with funds under the purview of the County Board. The methods of disposition of surplus property may include reuse by another County department of office; trade-in; sale at public or electronic auction; competitive sealed bid; and dispose by recycling, salvaging or as waste. Surplus property nor capital assets can be donated because the county holds property in trust for the public. It cannot give away property without breaching that trust. Ms. Caldwell is working on the procedures with GIS and creating a surplus property portal. Ms. Caldwell gave an overview of how this will work for departments/offices. Facilities are taking on the responsibility of working on inventorying county surplus property. Facilities Director will have final approval of disposition of property if it is not used by the County or sold. All titled equipment and items with an original purchase price over \$10,000 will need to be

approved through the Facilities Management Committee. Administration staff along with GIS will work with Facilities on tracking the disposition of the surplus property.

Member Kellogg made a motion for Approval of Surplus Property Policy to be forwarded to County Board meeting, second by Member DeBolt. **With five (5) members present voting aye, the motion carried 5 - 0.**

F.*DISCUSSION: FY25 Budget Calendar

Deputy Administrator Latreese Caldwell directed the committee to page 24 of the packet for the FY25 Budget Approval Calendar. Staff have put together a visual of this calendar breaking the calendar into months to make it easier to read. Member Kellogg asked if the Levy hearing that is scheduled for December can be moved to a Special County Board meeting, if possible prior to December 1st.

G.*DISCUSSION: 2024 Senior Levy

Financial Analyst Jennifer Karales asked the committee if they would want presentations by the applicants at the March 28, 2024 meeting? The committee would like to review the applications first at the March 28, 2024 meeting. If necessary set up a special Finance & Budget meeting on April 18, 2024 at 4:00 p.m. should the committee need further clarification from the applicants. FY23 allocations can be found on page 25 of the packet.

Old Committee Business – None

Chairman’s Report – None

Public Comment – None

Items for County of the Whole – None

Items for County Board

- Approval of Claims
- Surplus Property Policy

Adjournment – Member Kellogg made a motion to adjourn the Finance and Budget Committee meeting, second by Member DeBolt. **With five (5) members present voting aye; the meeting was adjourned at 5:00 p.m. by a vote of 5 - 0.**

Respectfully submitted,
Sally A. Seeger
Administrative Assistant and Recording Clerk



KENDALL COUNTY CIRCUIT CLERK, IL

Mobile App

Prepared for

Kendall County Circuit Clerk, IL

807 John St
Yorkville, Illinois 60560
Unites States

Matthew Prochaska
Circuit Clerk
mprochaska@kendallcountyil.gov

OCV LLC

PO Box 2010

Opelika, AL 36803
US

1 YOUR INVESTMENT

#20240229-151202472

Issued

February 29,
2024

Expires

May 29, 2024

The pricing of this agreement shall continue for a period of 6 years (Renewable annually thereafter)

Products & Services	Billing Frequency	Quantity	Unit price	Price
Mobile App Development (IOS/Android) - Tier 5		1	\$55,965.00	\$55,965.00
Mobile App Annual Support & Maintenance - Tier 5		1	\$7,995.00	\$7,995.00
Premium Digital + Printed Marketing Kit Digital Downloads, 6 ft. Printed Promo Banner, 1K Printed Cards w/QR Code, Promo Video w/Voiceover		1	\$1,995.00	\$1,995.00

One-time subtotal \$65,955.00

Year One Total \$65,955.00

2 LET'S WORK TOGETHER

OCV, LLC proposes to develop an iPhone and Android app for Kendall County Circuit Clerk, IL.

THIS AGREEMENT is made between OCV, LLC ("Host") having an address at 809 2nd Avenue, Opelika, AL. 36801 and Kendall County Circuit Clerk, IL ("Client") having a mailing address at 807 John St, , Yorkville, Illinois 60560 and is effective from Date Customer Signs Proposal to End Date: 6 years Following Signature (Renewable Annually Thereafter)

1. **SERVICES:** Host agrees to provide custom mobile app development services and support.

2. **BILLING AND PAYMENT:**

100% Invoiced Net 30 at Contract Signing

Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)

Annual Maintenance / Subscription Payment Schedule - 2025 and Beyond

Total Annual Maintenance / Subscription Fee - Annual fee billed annually on contract anniversary date.

3. ***TERM AND TERMINATION:** The term of this agreement shall begin as of the effective date (date of signatures of both parties) and shall continue thereafter for a period of 6 years.

*At the end of the initial contract period, Host will contact the customer for a renewal confirmation. Confirmation is typically communicated through email or other electronic means. Host will also send a renewal invoice 30 days prior to the expiration of this agreement. Receiving the invoice without renewal confirmation does not lock the customer into renewal. Customer will have 30 days to decline renewal. Host retains ownership of all intellectual property rights associated with the services, its technology and any enhancements or modifications thereof.

4. **AMENDMENTS:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

5. **ACCEPTANCE OF TERMS:** Use of services provided by Host constitutes acceptance of the terms and conditions contained in this agreement and any amendments thereto.

3 OCV, LLC TERMS AND CONDITIONS

1. **MOBILE APP CREATION AND REVIEW PERIOD:** Upon execution of this contract, the OCVapps team will go to work on designing and building your app(s). At the design phase, we will solicit your initial design ideas, existing graphics and logos and use any other existing asset that you have to set the direction. A mock up / prototype will be developed using graphics and be sent to you for approval/ review. This will happen prior to the start of coding. Upon electronic approval of the prototype images, OCV, LLC will begin coding your app (contingent on having all information from the customer).

Upon completion of the code, OCV will review and test the app at all levels. Once the app passes our internal review and processes, we will upload it to the Apple iTunes Store/Google Play store for official App review and release.

Upon acceptance of the app within the iTunes store/ Google Play store, we will notify you via email/phone. After the App is released in the stores we will train you how to use the control panel and how to update your app. Total elapsed time estimate: ~ 45 - 60 days after all information is provided to Host project management staff.

2. **OCV, LLC Features:** Features will be solidified after contract acceptance.

3. **CUSTOMER/OCV CONTROL:** An OCVapp exists in two parts: the “features” and “content”. The features remain static in nature. The “content” is the update-able features that the client can update. OCV will work with your team to ensure that you can edit the “content” via RSS feeds and a custom web accessible control panel. Unless requested of OCV by the client, only the client can make changes to the content within the control panel.

4. **PUSH NOTIFICATION AND OTHER ALERT NOTIFICATIONS:** An OCVapp may be instrumented with a Push notification or other Alert terminology. OCV does not warranty, suggest, or advertise that an OCVapp is designed for life saving immediate warnings. The OCVapp push notification and alert systems are simply intended to give a central location for end users to see the latest information. While it will be the intent of a push notification to be delivered to your OCVapp, it is not something that can be guaranteed. Due to the technical limitations, multiple internet connections and outside factors that are out of the control of OCV, we suggest that our warnings will almost always be delivered in less than a minute. Some instances will show quicker and others slower. There is a chance that during a storm or other emergency, information may slow due to power outages, mobile phone network shortages or outages and many other factors. In severe situations, the feed may not happen at all.

Note: Never assume that the end user has received the push notification. Due to the requirements of the marketplace, push notifications are opt-in services. A user can turn off the notifications at any time or uninstall the app.

5. **Warranties Disclaimer:** Due to the many links in the overall national and regional communication networks and infrastructure (national/regional cellular/mobile communication networks and their traffic management, land-phone lines and regional switching networks, power grids, etc.) all of which are completely outside the control or monitoring of OCV, OCV disclaims any and all warranties with respect to the Client’s use of an App developed by OCV, direct or indirect, including but not limited to warranties of merchantability and fitness for a particular purpose. In no event shall OCV, its affiliates, business partners, service providers, employees, agents, representatives, or shareholders be liable to customer for any incidental, consequential, indirect, special, or punitive damages (including damages due to: service failures, business or service interruptions, etc.) for any aspect of its service outside of OCV’s direct control.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

This Agreement, together with the following Attachments, constitute the entire Agreement between the parties with respect to the subject matter hereof, and as of the date this Agreement is executed by both Parties, shall supersede any

previous agreements or understandings, written or oral, between the Parties. All modifications to the applicable Compensation arrangement shall be in writing and signed by both Parties and shall not supersede the terms of this Agreement.

The Agreement shall commence on date of customer signature.

The total cost of the agreement is outlined in Section One (1) - Your Investment.

The total cost for the subsequent years is \$7,995/year. Subsequent years not billed until 2030.

Non-Discrimination: Host, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/unlawful harassment and further 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, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. Host, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal law and regulations. Host shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.

Certification: Host certifies that Host, 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 rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act.) Host further certifies by signing the Contract documents that Host, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Host made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent or employee of the Host been so convicted nor made such an admission.

Conflict of Interest: Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Host or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Host or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

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

Non-Appropriation: In the event Client is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the Client's obligations under this Agreement during said fiscal period, the Client agrees to provide prompt written notice of said occurrence to Host. In the event of a default due to non-appropriation of funds, either party has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

Indemnification: To the extent permitted by law, Host shall indemnify, hold harmless and defend with counsel of Client's own choosing, Kendall County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, 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 as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Host of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Host in its performance under this Agreement.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the Kendall County State's Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees' participation in its defense shall not remove Host'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 the indemnification provision. Indemnification shall survive the termination of this Agreement.

Notice: All notices under this Agreement will be in writing and shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Client:

Kendall County Circuit Clerk

807 John Street
Yorkville, IL 60560
With copy sent to:
Kendall County State's Attorney
807 John Street
Yorkville, IL 60560
Fax (630) 553-4204

Choice of Law and Venue: This Agreement shall be construed in accordance with the law and the 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.

Assignment: Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without prior written consent of the other.

Force Majeure: Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel supplies or parts, fire, explosions or other casualties, vandalism, and any similar acts beyond the control of the Contractor. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

Waiver: Client and/or the Host'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 the breach thereof.

Grant Compliance: Host understands the Client will be utilizing funds received pursuant to a grant to pay, in whole or in part, for the services set forth in this Agreement. Thus, Host agrees to comply with all applicable provisions of the grant's requirements. Also, Host agrees to promptly provide the Client, at the Client's request, with any documentation and any other information necessary for the Client to comply with the Client's grant reporting requirements.

Independent Contractor Relationship: Host hereby acknowledges and agrees that Host is an independent contractor and not an agent or employee of the Client. Host understands and agrees that Host is solely responsible for paying all wages,

benefits, and any other compensation due and owing to Host's officers, employees, and agents in the performance of services as set forth in this Agreement. Host further understands and agrees that Host is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Host's officers, employees and/or agents who perform services as set forth in the Agreement. Host acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Host, Host's officers, employees, and agents and agrees that the Client is not responsible for providing any insurance coverage for the benefit of Host, Host's officers, employees and agents. Host hereby agrees to defend with counsel of Client's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees, expenses (including attorneys' fees) and/or costs from Client, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries sustained by Host's officers, employees and/or agents while performing the services set forth in this Agreement.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Matthew Prochaska

mprochaska@kendallcountyil.gov

[sig|req|signer1]

Kevin Cummings

kevin@myocv.com

[sig|req|signer2]

Download

Print

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2024-_____

A RESOLUTION ESTABLISHING DISTRIBUTION OF GRANTS FROM THE 2023 PAYABLE 2024 SENIOR CITIZEN SOCIAL SERVICES LEVY

WHEREAS, the Kendall County Board annually extends a property tax levy for Senior Citizen Social Services to enhance the independence of the elderly residents of Kendall County; and

WHEREAS, the Kendall County Board has appropriated \$363,000 for grants to agencies to benefit the senior citizens in Kendall County; and

WHEREAS, the Kendall County Board has determined the allocation of grants to agencies to benefit the senior citizens in Kendall County.

NOW, THEREFORE, BE IT RESOLVED that the Tax Year 2023, Fiscal Year 2024 Senior Citizen Levy is granted to these agencies, providing services to the seniors of Kendall County in these amounts:

Community Nutrition Network	\$ 32,500
Fox Valley Older Adult Services	60,000
Kendall Area Transit	45,500
Oswegoland Seniors, Inc.	75,000
Prairie State Legal Services	10,000
Senior Services Associates, Inc.	128,000
VNA Health Care	12,000
Total	\$ 363,000

Approved and adopted by the County Board of Kendall County, Illinois, this ____ day of _____ 2024.

Attest:

Matt Kellogg
County Board Chair

Debbie Gillette
County Clerk & Recorder



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 4/2/2024
Subject: Pivot Tech Contract Amendment
Prepared by: Christina Burns, County Administrator
Department: Administration

Action Requested:

Approval of an Amendment to the County’s Pivot Tech Agreement (Forward to County Board)

Board/Committee Review:

February 6, 2024: Approval of an Agreement with Pivot Tech

March 28, 2024: Forward a First Amendment to Pivot Service Agreement to County Board

Fiscal impact:

The proposed \$1.5 million in predevelopment costs would be paid from ARPA funds

Background and Discussion:

The County has been working with Pivot Tech to develop plans and submit grants for a proposed County-owned broadband network. The previous contract with Pivot Tech covered the initial network concept and grant development. The County recently learned it will receive \$15 million in state grant funds to make the network a reality. There are additional tasks that are needed to complete the grant due diligence and secure the remaining financing for the project. These expenses are expected to total approximately \$1.5 million, which would be paid from ARPA funds. Those funds would be used as follows:

1) Marketing: public relations and anchor/residential	\$120,000
2) LiDAR survey of mid and last-mile routes	\$150,000
3) Workshop: project planning	\$ 10,000
4) Market Study: Uptake	\$140,000
5) Design Feasibility Confirmation	\$100,000
5) Debt Financing Retainer	\$ 50,000
6) Legal Fee (vendor and client contracts)	\$300,000
7) Permitting and Spectrum	\$240,000
8) Pivot Tech/Alma	\$240,000
9) Contingency	\$150,000
total	\$1,500,000

The County is working with legal counsel to finalize a contract amendment for final adoption.

Staff Recommendation:

Approval First Amendment of the County's Agreement with Pivot Tech pending final legal review.

Attachments:

Draft First Amendment to Pivot Tech

**FIRST AMENDMENT TO THE
SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO THE SERVICE AGREEMENT (“FIRST Amendment”) is made and entered into this _____ day of _____, 2024, by and between the County of Kendall, a county within the State of Illinois (“County”), and Pivot Tech Development Inc., a Delaware corporation (“Pivot”).

WHEREAS, County issued a certain Request for Proposal, dated April 25, 2023 (the “Solicitation”) to provide certain services in connection with a project designed to expand fiber optic connectivity to Kendall County, Illinois, and commonly known as Public-Private Partnership in Providing Fiber to the Home and Internet Services (the “Project”);

WHEREAS, Pivot, in conjunction with its consortium partners (Aecon Construction US, Inc., Alma Global Infrastructure, Inc., Ciena, Inc., Flexnode, Inc., Mobia, Inc., and Widelity, Inc.), responded to the Solicitation pursuant to that certain Proposal dated June 14, 2023 (the “Proposal”);

WHEREAS, County reviewed the Proposal and selected Pivot to perform the requested services in connection with the Project; and

WHEREAS, County entered into a Service Agreement with Pivot on or about January 24, 2024, (the “Agreement”), to perform the services defined in Exhibit A (the “Scope of Services”) of the Agreement;

WHEREAS, County has been notified that it will be awarded Fifteen Million Dollars and No Cents (US\$15,000,000.00) from the Illinois Broadband Office (the “Grant Award”) to partially facilitate the Project;

WHEREAS, in consideration of the pending Grant Award and subject to County receiving the Grant Award, County and Pivot now desire to amend the Scope of Services of the Agreement to include the additional services (“Additional Services”) as outlined in Attachment A, attached hereto and incorporated by reference;

WHEREAS, in exchange for the Additional Services defined in Attachment A to this First Amendment, County shall pay Pivot no more than One Million Five Hundred Thousand Dollars and No Cents (US\$1,500,000.00) for such Additional Services; and

WHEREAS, Pivot shall perform and complete the Additional Services described in Attachment A to the satisfaction of County.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1
THE AGREEMENT

1.1 The terms and conditions of the Agreement entered into on or about January 24, 2024, between the County and Pivot shall remain in effect except as specifically modified and or amended herein.

SECTION 2
FEES AND COSTS

2.1 **ADDITIONAL SERVICES.** The original scope of work in the Agreement has been modified to include the Additional Services as described in **Attachment A** to this First Amendment.

2.2 **PAYMENT OF FEES AND COSTS.** Subject to and specifically conditioned upon the County realizing the Fifteen Million Dollars and No Cents (US\$15,000,000.000) and in full consideration of the Additional Services to be performed by Pivot to the complete satisfaction of County, County hereby agrees to pay Pivot the fee set forth below subject to the completion of the Additional Services, set forth in **Attachment A**, attached hereto. Except as otherwise expressly set forth in this First Amendment, Pivot shall not be entitled to any other payments or reimbursements from County in connection with any services outside the scope of the Additional Services.

2.3 **NOT TO EXCEED.** County shall pay Pivot an amount not to exceed One Million Five Hundred Thousand Dollars and No Cents (US\$1,500,00.00) for the Additional Services rendered, as itemized in **Attachment A**. County shall pay Pivot pursuant to the Local Government Prompt Payment Act.

2.4 **SERVICES RENDERED OUTSIDE OF SCOPE OF SERVICES.** If Pivot performs any services for the Project outside of the Additional Services, then Pivot shall perform such service without liability to County and at Pivot's sole risk.

SECTION 3
ADDITIONAL TERMS

3.1 **TERMINATION.** This Agreement and/or Amendment may be terminated at any time with prior notice to Pivot. Upon termination of the Agreement and/or Amendment for any reason, the County shall pay to Pivot, unless otherwise being reasonably disputed, all amounts due under for the Scope of Services provided through the date of termination.

3.2 **ORDER OF PRECEDENCE AND PRIORITY.** In the event of ambiguities, conflicts, or inconsistencies between or among any of the provisions of the Agreement, this Amendment, or any subsequent amendment, the provisions will prevail in the following order of precedence and priority, with each taking precedence over those listed subsequently:

(a) The provisions establishing the higher quality, manner, or method of performing the Services using the more stringent standards will prevail, with the intent that the provisions that

produce the higher quality with the higher levels of safety, reliability, durability, performance, and service will prevail;

(b) The provisions of the main body of the Agreement or Amendment will prevail over any of the Exhibits or Attachments hereto; and

(c) If the ambiguity, conflict, or inconsistency is between a provision of general application and a provision that applies only to a specific part of the Scope of Services, the provision that applies to the specific part of the Scope of Services shall prevail for that specific part of the Scope of Services.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the authorized signatories named below have executed this AGREEMENT on behalf of the parties as of the date first set forth above.

COUNTY OF KENDALL, ILLINOIS

By: _____

Name: _____

Its: _____

PIVOT-TECH DEVELOPMENT INC.,
a Delaware corporation

By: _____

Name: James Cannon

Its: CEO

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
COUNTY OF Kendall, Illinois.

_____, 20_____
County Board Chairman
Kendall County, Illinois

**ATTACHMENT A
AMENDED SCOPE OF SERVICES**

1. PREDEVELOPMENT COUNTY CONTRIBUTION. County will pay Pivot an amount not to exceed One Million Five Hundred Thousand Dollars and No Cents (US\$1,500,000.00) for pre-development research, contracting, marketing, permitting, last mile planning, feasibility endorsements, and financial vehicle establishment. These costs are pre-development activities related to the State of Illinois DCEO Grant requirements in part and the overall progress of the project of the whole. The costs shall be limited to the following:

1) Marketing: public relations and anchor/residential	\$120,000
2) LiDAR survey of mid and last-mile routes	\$150,000
3) Workshop: project planning	\$ 10,000
4) Market Study: Uptake	\$140,000
5) Design Feasibility Confirmation	\$100,000
5) Debt Financing Retainer	\$ 50,000
6) Legal Fee (vendor and client contracts)	\$300,000
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9) Contingency	\$150,000
Total	\$1,500,000