



**Kendall County Board Agenda
Adjourned September Meeting
Kendall County Office Building, 111 W. Fox Street
County Board Room 209, Yorkville, IL 60560
Tuesday June 4, 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
 - A. Presentation of a 2024 Kendall County Historic Preservation Commission Award for a Lifetime of Dedication to the Field of Historic Preservation to Lisa Wolancevich
8. Public Comment
9. Consent Agenda
 - A. Approval of County Board Meeting Minutes from May 7, 2024
 - B. Approval of Standing Committee Meeting Minutes
 - C. Approval of Claims in the amount of \$2,444,814.59 as of May 31, 2024
 - D. Approval of Contingency Reduction 8A - CSN Electric Sound Inc - Expanding on the current Intrusion Panel that is supporting the Panic Pull Stations: \$6,545. New Contract Amount: \$1,005,178
 - E. Approval of Resolution granting the Kendall County Circuit Clerk authority to enter into agreements with Triedata on behalf of Kendall County Illinois
10. Old Business
11. New Business
12. Standing Committee Reports
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
May 7, 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 Tuesday, May 7, 2024, at 6:00 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Ruben Rodriguez, and Seth Wormley. Member(s) absent: Jason Peterson and Brooke Shanley.

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

PLEDGE OF ALLEGIANCE

Chairman Kellogg led the Pledge of Allegiance.

INVOCATION

Ruben Rodriguez gave the invocation.

THE AGENDA

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

SPECIAL RECOGNITION

Historic Preservation Month

Member Flowers moved to approve the Proclamation Declaring May Historic Preservation Month in Kendall County. Member DeBolt seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 24-11 is available in the Office of the County Clerk.

PUBLIC COMMENT

Ms. Studler spoke about the Master Gardener's plant sale on May 18, 2024.

CONSENT AGENDA

Member Gengler moved to approve the consent agenda. Member Wormley seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion Carried.**

- A. Approval of County Board Meeting Minutes from April 2, 2024
- B. Approval of Standing Committee Meeting Minutes
- C. Approval of Claims in the amount of \$5,100,707.73 from April 30, 2024
- D. Approval of Intergovernmental Agreement for Geographic Information System (GIS) System with the Village of Newark
- E. Approval of Resolution for the Kendall Area Transit Program on Behalf of Kendall County, Illinois Granting Signature Authority to the County Administrator or the Deputy County Administrator in the Administrator's Absence
- F. Approval of a Purchase Order in the amount of \$214,506 for the Kendall Area Transit (KAT) - Consolidated Vehicle Procurement Program (CVP)

C COMBINED CLAIMS: ADMIN \$168.78; ANML CNTRL WRDN \$5,658.15; CIR CLK \$77,273.49; CIR CRT JDG \$4,208.51; CMB CRT SERVS \$336.00; CRNR \$2,611.64; CORR \$13,924.21; CNTY ADMN \$100.00; CNTY BRD \$567,991.96; CNTY CLK \$3,152.67; HIGHWAY \$874,778.19; CNTY TRSR \$7,122.71; ELCTN \$1,775.30; FCLT MGMT \$28,083.75; GIS COORD \$417.26; HLTH & HMN SRV \$299,315.67; HR \$234.59; JRY COM \$161.19; MRT COM \$130.00; PBZ SR PLNR \$1,942.56; PBZ \$3,867.75; PRSDNG JDG \$4,010.05; PROB SPVSR \$3,394.14; PUB DEF \$10,202.84; ROE \$1,084.73; SHRF \$47,966.67; ST ATTY \$1,592.75; TECH \$40,646.27; TRSR \$55.82; UTIL \$19,565.88; VET \$1,800.00; FP \$37,664.11; SHF \$20,983.19; SHF \$34,796.82; CVL \$452,168.27

D) A complete copy of IGAM 24-12 is available in the Office of the County Clerk.

E) A complete copy of Resolution 24-15 is available in the Office of the County Clerk.

SPECIAL COMMITTEES

Connect Kendall County Commission

Predevelopment Agreement

Member Rodriguez moved to approve the Predevelopment Agreement with Pivot Tech Development LLC including project expenditures not to exceed \$1,306,000. Member Gengler seconded the motion.

Member Bachmann stated that they are now comfortable with the line items and expenditures. County Administrator Burns stated that they will use ARPA funds and recoup later.

Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion Carried.**

A complete copy of IGAM 24-13 is available in the Office of the County Clerk.

Letter of Engagement

Member DeBolt moved to approve the Letter of Engagement with Taft, Stettinius & Hollister for broadband legal services. Member Flowers seconded the motion.

Member Bachmann stated that this would continue the continuity of their representation to stay with IceMiller.

Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion Carried.**

ADJOURNMENT

Member Flowers 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 10th day of May 2024.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE
Meeting Minutes for Wednesday, March 20, 2024 at 5:30 p.m.

Call to Order The meeting was called to order by Chairman Elizabeth Flowers at 5:30 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	here		
Scott Gengler	here		
Dan Koukol	here		
Brooke Shanley	here		
Seth Wormley	absent		

With four (4) members present a quorum was established at 5:30 p.m.

Staff Present: Christina Burns, Taylor Cosgrove, Roger Bonuchi, Todd Volker, Matt Asselmeier

Approval of Agenda – Member Shanley made a motion to approve the agenda, second by Member Koukol. **With four (4) members voting aye, the motion was carried by a vote of 4 - 0.**

Approval of Minutes – Member Koukol made a motion to approve the February 08, 2024 Committee Meeting minutes, second by Member Gengler. **With four (4) members voting aye, the motion was carried by a vote of 4 - 0.**

Committee Reports and Updates

- A. Animal Control Department Update** – Director of Animal Control Taylor Cosgrove directed the committee to page 4 of the packet for the monthly reports on bites, average length of stay, and financial reports. Ms. Cosgrove stated that the employment agreement with Dr. Schlapp has been finalized, he will be in Animal Control on Wednesday mornings for routine checks and as needed for critical care. Ms. Cosgrove is also working on finding a veterinary provider for the voucher program, as the current veterinary clinic has significantly increased their pricing and has implemented restrictions on the number of vouchers that can be used. The Scooter’s Coffee Donor Day has been changed to April 5th, with all three locations (Sandwich, Plano and Yorkville) giving a percentage of profit to Animal Control. Animal Control is also working with several other businesses for April and May Adoption events. Animal Control participated in a successful K9’s for Cops event with the Oswego Police Dept. The dog they highlighted was adopted almost immediately and three other dogs were adopted in last the two days.

- B. Emergency Management Agency Update** – Director of Emergency Management Roger Bonuchi gave an update to the committee and directed them to page 13 of the packet. Mr. Bonuchi also stated that they had applied and passed the Storm Ready Designation by the National Weather Service, this is on a four year renewal cycle. This designation is given to those communities that have reached a high level of severe weather preparedness. EMA is ramping up on certification classes; completed two with the Sheriff’s Youth Academy and one with the general public and several classes will be offered in the coming months.

C. Revolving Loan Status Update- County Administrator Christina Burns gave a brief overview of the revolving loans (see page 14 of packet). Most are current with their payments and the committee will discuss Grace Holistic Center for Education later in this meeting.

D. Economic Development Update- Economic Development Coordinator Todd Volker briefed the committee on last month's Economic Development updates (see page 15 of packet). Highlights include a successful first factory tour hosted by Aurora Specialty Textiles; school career counselors, local manufacturers and economic development staff engaged in structured discussion on workforce development solutions. Member Koukol attended the second Entrepreneur's Breakfast with a good discussion and turnout. Next month's breakfast will feature an experienced SBA lender who will talk about startup capital. Mr. Volker is working on next month's job fair, have about 40 participants, these include businesses and organizations.

New Committee Business

A.DISCUSSION: Animal Control Donation Program

Animal Control Director Taylor Cosgrove gave a presentation on a proposed Donor Wall to be located inside the Animal Control building. The idea was born out of the \$30,000 dollar donation left by the Estate of Max C. Gartner. The plan is for a large plaque with individual silver and gold paws that will be custom engraved as donors reach the certain dollar amounts. Proposed levels for an engraved silver paw would be a donation of \$1000 - \$2500, \$2500 and up donation for an engraved gold paw. The committee would like Ms. Cosgrove to explore more options for the large donations but to go forward with the plaque and paws for now.

Ms. Cosgrove also presented a Receipt of Donation form that can be filled in for donations given to Animal Control. This provides the donor with a tax donation receipt and record keeping.

B.DISCUSSION: Revolving Loan Fund Loan Modification Agreement for Grace Holistic

County Administrator Christina Burns briefed the committee on the request from Grace Holistic to enter into a loan modification agreement. They were seeking a 12-month deferral originally but after subsequent discussions with them, their needs can be met with deferred principal payments to the September 1, 2024 with interest only payments and no extension of the loan date. The current and the proposed revised amortization schedule for Grace Holistic was provided in the packet starting on page 19. The committee discussed the appropriate method of modifying the loan, whether through action of the committee as has been done previously or County Board. A suggestion was made to have a business item added to a future agenda to discuss the Revolving Loan Fund program, including criteria for the loans and procedures of how to facilitate these loans in the future. The committee reached a consensus that they support the loan modifications set forth as presented for this loan. Ms. Burns asked if the State's Attorney has no issue with it being approved at committee, that staff can move forward with drafting a letter informing Grace Holistic that the deferment is approved. If the State's Attorney would like this to be on the County Board agenda, Ms. Burns will inform the committee of that decision.

Member Gengler made a motion to approve the loan modification, pending further discussion with the State's Attorney, second by Member Shanley. **With four (4) members voting aye, the motion was carried by a vote of 4 - 0.**

Roll Call Vote:

Elizabeth Flowers	Yes
Scott Gengler	Yes
Dan Koukol	Yes
Brooke Shanley	Yes

Old Committee Business – None

Chairman’s Report – None

Public Comment – None

Questions for the Media – None

Executive Session – (21) Discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Member Flowers made a motion to move into Executive session, second by Member Gengler. With four (4) members voting aye, the motion was carried by a vote of 4-0.

Roll Call Vote:

Elizabeth Flowers	Yes
Scott Gengler	Yes
Dan Koukol	Yes
Brooke Shanley	Yes

Items for the Committee of the Whole Meeting – None

Action Items for County Board - None

Adjournment – Member Shanley made a motion to adjourn, second by Member Koukol. **With four (4) members present in agreement; the meeting was adjourned at 6:14 p.m.**

Respectfully submitted,
Sally A. Seeger
Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS
FINANCE & BUDGET COMMITTEE
Meeting Minutes for Thursday, April 25, 2024**

Call to Order – Committee Chair Scott Gengler called the Finance & Budget Committee meeting to order at 4:04 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Scott Gengler	Here		
Brian DeBolt	Here		
Matt Kellogg		4:05 p.m.	
Jason Peterson	Here		
Seth Wormley	Here		

With four (4) members present a quorum was established.

Staff Present – Latreese Caldwell, Jennifer Karales, Leslie Johnson, Dan Polvere, Luke Prisco, Matthew Prochaska, Jacquie Purcell, Dave Guritz

Approval of Agenda – Member DeBolt made a motion to approve the agenda, second by Member Peterson. **With four (4) members present voting aye, the motion carried by a vote of 4 - 0.**

Approval of March 28, 2024 Finance & Budget Committee Meeting Minutes – Member DeBolt made a motion to approve the minutes, second by Member Peterson. **With four (4) members present voting aye, the motion carried by a vote of 4 - 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 Peterson. **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 (Pg.6).
- B. **Budget Amendment Tracking** – Deputy Administrator Latreese Caldwell the committee on the proposed budget amendments, which can be found on page 7 of the packet. Administration received the preliminary audit on April 24, 2024, and will be presented to the County Board at the May 21, 2024 meeting.
- C. **ARPA Update** – Financial Analyst Jennifer Karales provided to the committee the American Rescue Plan overview of ARPA outstanding projects for external entities. She explained that after May 7, 2024 she will be following up with each one to get an update from them on their YTD expenditures. Any money not spent will eventually come back to Kendall County.
- D. **ARPA Treasury Reporting Status Filing**– Financial Analyst Jennifer Karales briefed the committee that this is the required quarterly reporting for SLFRF compliance. The committee will need to allocate \$2.9 million by December 2024.

- E. **Opioid Settlement Status Filing** - Financial Analyst Jennifer Karales included in the packet (Pg. 10) the required Opioid Settlement Fund Quarterly Financial report. Program expenditures were \$13,884 with a remaining fund balance of \$220,000.
- F. **Audit RFP Update** – Deputy Administrator Latreese Caldwell directed the committee to page 14 of the packet for the 2024 Accounting and Auditing RFP calendar. All RFP’s are due to Administration by May 1, 2024, then they will be scored using a scoring matrix by Administration. After scoring all RFP’s will be reviewed by the Finance & Budget Committee at the May 30, 2024 committee meeting.

New Committee Business

A. *MOTION (RC): Approval of Compensation for Payroll Specialist

Human Resources Director Leslie Johnson presented to the committee her proposed salary adjustment for a new Payroll Specialist position, included on page 15 of packet. This position will oversee payroll functions and continue to develop and implement the Tyler Munis Human Capital Management and Time & Attendance modules. This position is essentially combining two positions; Payroll Specialist and HRIS Analyst. Ms. Johnson included a salary survey and job description (pages 16-20) for surrounding counties and is recommending a starting salary of \$80,000.00. The Time & Attendance module should be complete within one year.

Member Kellogg made a motion for Approval of Compensation for Payroll Specialist, second by Member Wormley. **With five (5) members present voting aye, the motion carried 5 - 0.**

B. *MOTION (RC): Approval of Capital Purchase – door security system at Animal Control, Facilities Management and Coroner

Facilities Director Dan Polvere briefed the committee on the need for Access Control & Panic Security for Animal Control, Facilities Management and Coroner offices. Mr. Polvere is asking for a \$18,000 increase from the original FY2024 Capital Project Budget Line item for greater security; includes additional doors in the Coroner’s office suite, keypad in Animal Control and signage in the Sheriff’s parking lot (Pg. 21 of packet). Mr. Polvere also included in the packet the full Convergent proposal and quote (Pg.23), he stated that they were able to save approximately \$17,000 in reusable equipment in the proposal.

Member DeBolt made a motion for Approval of Approval of Capital Purchase – door security system at Animal Control, Facilities Management and Coroner, second by Member Kellogg. **With five (5) members present voting aye, the motion carried 5 - 0.**

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

Circuit Clerk Matthew Prochaska presented to the committee his request to change the process of how his position gets the salary set. Included in packet (Pg. 37) are Attorney General opinions from 1973 and 1975 and UCCI analysis. Mr. Prochaska would like to have his salary reviewed on an annual basis with the budget cycle instead of being set for the four years as is current practice. The Chairman suggested that this proposal be reviewed by the State’s Attorney’s Office before any changes are made to the process, as this would require a new County policy.

Member Wormley made a motion for Approval of Ordinance Establishing Salary for the Kendall County Circuit Clerk to be forwarded to State’s Attorney Office for Review, second by Member DeBolt. **With five (5) members present voting aye, the motion carried 5 - 0.**

D.*MOTION (Forward to County Board): Discussion and Approval of Ordinance Establishing Salary for the Kendall County Coroner
Deputy Administrator Latreese Caldwell surveyed 11 different counties and put forth the salary information in the packet starting on page 56. The compensation of local government... shall be fixed at least 180 days before the beginning of the terms of the officers whose compensation is to be fixed. It was the consensus of the committee to set the Coroner's salary with a 2% increase for the next four years.

Member DeBolt made a motion for Approval of Ordinance Establishing Salary for the Kendall County Coroner to be forwarded to County Board meeting, second by Member Peterson. **With five (5) members present voting aye, the motion carried 5 - 0.**

E.*MOTION (RC): Approval of County credit card for Drug Court Coordinator Vanessa Melendez \$2,500 limit
Deputy Administrator Latreese Caldwell explained that Judge Krentz requested a credit card for the Drug Court Coordinator for the convenience of paying for trainings and explained that this is grant funded. The consensus of the committee is to approve this request.

Member Kellogg made a motion for Approval of County credit card for Drug Court Coordinator Vanessa Melendez \$2,500 limit, second by Member Peterson. **With five (5) members present voting aye, the motion carried 5 - 0.**

F.*MOTION (Forward to County Board): Approval of Resolution for the Kendall Area Transit Program on Behalf of Kendall County, Illinois Granting Signature Authority to the County Administrator or the Deputy County Administrator in the Administrator's Absence.

Financial Analyst Jennifer Karales briefed the committee that there are three major Kendall Area Transit grants; 5310, 5311 and DOAP. This resolution will give the County Administrator and Deputy County Administrator the ability to sign grant documentation on behalf of the County Board Chairman. In some instances, this will facilitate greater efficiency in the grant process.

Member Wormley made a motion for Approval of Resolution for the Kendall Area Transit Program on Behalf of Kendall County, Illinois Granting Signature Authority to the County Administrator or the Deputy County Administrator in the Administrator's Absence to be forwarded to County Board meeting, second by Member Peterson. **With five (5) members present voting aye, the motion carried 5 - 0.**

G.*MOTION (Forward to County Board): Approval of a Purchase Order in the amount of \$205,494 for the Kendall Area Transit (KAT) - Consolidated Vehicle Procurement Program (CVP)

Financial Analyst Jennifer Karales explained that approval is needed for the purchase order of vehicles for KAT. Kendall County applied for Consolidated Vehicle Procurement Program (CVP) funding in 2022 for the amount of \$225,000. Kendall County was awarded two replacement and one expansion vehicle.

Member DeBolt made a motion for Approval of a Purchase Order in the amount of \$205,494 for the Kendall Area Transit (KAT) - Consolidated Vehicle Procurement Program (CVP) to be forwarded to County Board meeting, second by Member Wormley. **With five (5) members present voting aye, the motion carried 5 - 0.**

***DISCUSSION:** FY24-26 ARPA Discussion

Financial Analyst Jennifer Karales briefed the committee on the U.S. Treasury’s American Rescue Plan Act (ARPA) changes that counties can implement (Pg. 63); including extended personnel costs covering a larger list of eligible positions through end of 2026, subrecipient flexibility, and reclassification of funds. Overview of the ARPA fund balance and future allocations for the funds was presented (Pg. 64). The remaining balance for allocation for FY24-26 is \$2.9 million.

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

State’s Attorney Eric Weis submitted an application for the use of opioid funds for the purpose of attending the National Association of Drug Court Professional annual conference. This provides needed training to address the Opioid crisis.

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

***DISCUSSION:** FY2023 – Draft Kendall County General Fund YTD

Deputy Administrator Latreese Caldwell briefed the committee and presented a copy of the year-to-date General Fund budget report (Pg. 70-89).

***MOTION (RC):** Approval of 6-month General Fund Balance Transfers

Discussion ensued around the County Office building renovation and funding. The renovations will be partially funded using FY23 fund balance surplus and will not need to be bonded. The \$6.1M will be transferred to the Capital Building Fund per the 6 month fund balance policy.

Member Kellogg made a motion for Approval of 6-month General Fund Balance Transfers to be forwarded to Committee of the Whole (COW), second by Member DeBolt. **With five (5) members present voting aye, the motion carried 5 - 0.**

Old Committee Business –

Matt Kellogg updated the committee on an email he received regarding the Ravago facility to be built in Montgomery, Illinois. Ravago is seeking a 10 year tax abatement with other public taxing bodies, it looks like Oswego School District may grant the abatement.

Chairman’s Report – None

Public Comment – None

Executive Session - None

Items for County of the Whole –

- Approval of 6-month General Fund Balance Transfers

Items for State’s Attorney Office Review –

- Discussion and Approval of Ordinance Establishing Salary for the Kendall County Circuit Clerk

Items for County Board

- Approval of Claims
- Discussion and Approval of Ordinance Establishing Salary for the Kendall County Coroner (May 21, 2024)
- Approval of Resolution for the Kendall Area Transit Program on Behalf of Kendall County, Illinois Granting Signature Authority to the County Administrator or the Deputy County Administrator in the Administrator's Absence
- Approval of a Purchase Order in the amount of \$205,494 for the Kendall Area Transit (KAT) - Consolidated Vehicle Procurement Program (CVP

Adjournment – Member Peterson 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 5:10 p.m. by a vote of 5 - 0.**

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

HIGHWAY COMMITTEE MINUTES

DATE: May 14, 2024
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Zach Bachmann, Brian DeBolt, Scott Gengler & Ruben Rodriguez
STAFF PRESENT: John Burscheid and Michele Riley
ALSO PRESENT: Jackie Kowalski, Steve Pence, Abby Christensen, C. Paul Eichelberger, Randy Roberts, and Ben Smith

The committee meeting convened at 3:33 P.M. with roll call of committee members. Koukol absent. Quorum established.

Motion Bachmann; second DeBolt, to amend the agenda moving #7, Speed Concerns on Fox River Drive in Millbrook, to #5. Motion approved unanimously.

Motion Rodriguez; second DeBolt to approve to agenda as amended. Motion approved unanimously.

Jackie Kowalski introduced the entire Village Board from Millbrook except for one. She said that traffic issues are always being discussed in the Village and they were looking for a more permanent solution to the speeding problems, with Fox River Drive being the main concern. In the last few years, buses stop on Fox River Drive; so there are additional concerns with kids being picked up and dropped off. Smith added that there are a lot more younger couples in Millbrook now, which contributes to the additional children. DeBolt asked if this was happening by the school, but Roberts said it was happening all along Fox Rive Drive with southbound being more of a problem. Gengler asked if the Village wanted a stop sign at Burton Street. Roberts suggested a stop sign for southbound Fox River Drive at Millbrook Road. Christensen added that it's just a two way stop and she suggested southbound traffic coming from Plano should stop. Pence said there used to be a 3-way stop at Harris Street; but it was moved to Millbrook Road many years ago. Eichelberger confirmed that drivers are disregarding stop signs and speeding. He was very concerned about the young people in town. Gengler asked if the Sheriff's Office had been notified. Village Board members confirmed that the Sheriff had done a study and shared that information with the committee. Gengler also asked if the Sheriff was doing any enforcement. Village members confirmed that there was some enforcement but understood that the Sheriff couldn't be out there forever. Rodriguez shared information about the use of speed bumps in California and suggested that as an option. Committee discussed the use of speed bumps in the Village of Plainfield.

Burscheid shared information from the MUTCD stating that stop signs shall not be used for speed control. He thought it might be a possibility at the intersection of Millbrook Road, but stops signs are probably not an option at the other streets. Burscheid also discussed how speeding complaints are dominating the complaints received at the Highway Department. He added that cell phones are exacerbating the problem as many drivers are distracted, which is contributing to speeding and accidents.

DeBolt asked if there was a school speed sign at the grade school. Village confirmed that there was a 20 mph speed limit when children are present. Rodriguez related a story about exiting the Yogi Bear campground and witnessed a truck passing another car going very fast; so he recognized that speeding is an issue.

DeBolt then discussed the idea of a stop sign at Burton or Harris. Pence reiterated that there used to be a stop sign at Harris. Burscheid reminded everyone that stop signs cannot be used for speed control. Gengler asked what justification was necessary for putting up stop signs. Burscheid said that a traffic study would have to be completed. The study would look at traffic, accidents, access, etc. Rodriguez asked what traffic studies performed recently have then resulted in changes to the county system. Committee discussed some of the recently completed projects. DeBolt asked about the installation of flashing lights

Bachmann summarized the discussion and segwayed into the idea of incorporating our safety matrix as part of a traffic study for this area. He confirmed that speeding is a problem county-wide and stressed the importance of coordinating with the Sheriff for some additional police presence. He indicated that, although the committee didn't have a solution today, the matter is on the County's radar and there would be additional conversations to address it. DeBolt again brought up the idea of stop signs at Fox River Drive and Millbrook intersection, as well as slow or school signs on each block. Burscheid related how there are now so many more accidents on County Highways – even on straightaways – due to distracted drivers. DeBolt gave an example of Fox River Drive coming into Plano, where there are stop signs, flashing lights, and crosswalk. Drivers blow right through there, even with the lights flashing, like it's not even there.

Roberts stated that Millbrook has discussed the idea of doing something similar to what Newark does... contracting with the Sheriff's Department for extra patrols and enforcement. Those negotiations have gone slowly due to staffing issues and other things. The committee and the Village agreed that they all wanted to look for solutions to improve safety. Bachmann thought that this is exactly the kind of public feedback that is useful in implementing safety improvements.

Burscheid discussed the use of speed signs that flash and post the driver's speed. Village of Plattville uses these types of signs on each end of town. One of the Village members asked if those could be used to issue tickets. No one knew the answer for sure. Roberts emphasized that if there was no enforcement, then drivers just won't pay any attention to the signs. Bachmann concurred that enforcement must be a part of the solution. Rodriguez asked if the Village gets complaints about speeding from the public. Village stated that they get complaints at every meeting.

Members then talked about the difficulty of installing sidewalks along Fox River Drive because it is so narrow. They talked about the age of the existing sidewalks and how narrow they were. DeBolt discussed the idea of installing new sidewalks from the grade school all the way to Millbrook Road. There was some additional discussion about installing a stop sign on Fox River Drive at Millbrook Road. Bachmann thanked the Village and said that he expects a have a more accurate game plan in the near future.

Motion DeBolt; second Gengler to approve the Highway Committee minutes from April 9, 2024. Motion approved unanimously.

Motion DeBolt; second Gengler to recommend approval of an ordinance granting variance to the Kendall County Highway Access Regulation Ordinance. Gengler confirmed that the proposed access is what was proposed by the architect. Bachmann indicated that Forest Preserve might have originally been looking for an additional full access; but the access now proposed is just a right in / right out. He felt this was a good compromise. Burscheid discussed that buses are generally not allowed to back up; so this extra access would be helpful for the occasional bus traffic. Motion approved unanimously by voice vote.

Motion DeBolt; second Gengler to recommend approval of a construction engineering services agreement between Kendall County and Engineering Enterprises, Inc. in the amount of \$228,150 for construction management of N. Johnson Street improvements. Bachmann stated that this project was designed by EEI, and Klaas had previously indicated that they (the County) did not have the personnel to oversee management of the project. Burscheid stated that the County is in the middle of another project in this vicinity – on Fox Rive Drive – and we have gapped the 3,600’ project that is part of this agreement. Burscheid emphasized that, although EEI would be doing the daily construction management, Highway Department would still track and supervise overall construction operations. Upon consideration, the motion was approved unanimously by voice vote.

Under Chairman’s Report, Bachmann discussed the adoption of the Intersection Safety Matrix. State’s Attorney has reviewed and recommended that the matrix be adopted by internal Highway Department policy. Bachmann planned to bring the matter up at C.O.W., just for discussion purposes, but advised that the internal policy idea would provide the best legal protection for the County. In retrospect, the committee then reviewed some of the conversation with the Village of Millbrook and how these issues would integrate with the adoption of the safety matrix. Rodriguez wanted to emphasize that actions taken by the Highway Department would be proactive. Bachmann felt the internal policy would allow the most flexibility and protection for the County.

In Other Business, Gengler asked if anything had been put out on social media regarding Collins Road construction. Riley reported that she had updated Facebook with the latest information. All work is supposed to be completed this calendar year. DeBolt thanked the Highway Department for installing the blinker stop signs at Little Rock Road, Abe St. and Creek Rd.

Motion DeBolt; second Rodriguez to forward Highway Department bills for the month of May in the amount of \$146,483.70 to the Finance Committee for approval. Gengler thought the amount was very small. Riley indicated that, due to the timing of bills coming into the Highway Department, the second check run of bills for the month is generally much larger than the first.

Motion Rodriguez; second Gengler to go into executive session at 4:12 PM for the purposes of discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. By roll call vote, motion approved unanimously.

Regular session resumed at 4:15 PM. Motion Gengler; second DeBolt to release executive session minutes from May 14, 2024. Motion approved unanimously.

Motion Rodriguez; second Gengler to adjourn the meeting at 4:16 PM. Motion carried unanimously.

Respectfully submitted,



Francis C. Klaas, P.E.
Kendall County Engineer

Action Items

1. Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance
2. Construction Engineering Services Agreement between Kendall County and Engineering Enterprises, Inc. in the amount of \$228,150 for construction management of N. Johnson Street Improvements



**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, May 16, 2024, at 4:00 PM
Meeting Minutes**

Call to Order and Pledge of Allegiance - The Committee of the Whole meeting was called to order at 4:00 p.m. by County Board Chairman Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

Roll Call

Board Member	Status	Arrived	Left Meeting
Matt Kellogg	Here		
Scott Gengler	Here		
Zach Bachmann	Here		
Brian DeBolt	Here		
Elizabeth Flowers		4:20 p.m.	
Dan Koukol	Here		
Jason Peterson	Here		
Ruben Rodriguez	Absent		
Brooke Shanley	Absent		
Seth Wormley	Here		

With seven (7) members present a quorum was established.

Staff Present: Jim Webb, Christina Burns, Latreese Caldwell, Jennifer Karales, Luke Prisco

Others Present: Luke Prisco, Brian Kronewitter

Approval of Agenda – Member DeBolt made a motion to approve the agenda. Second by Member Gengler. **With seven (7) members present voting aye, the motion was carried by a vote of 7 - 0.**

Approval of Claims – Motion made by Member Peterson, second by Member Wormley to forward claims to the next County Board meeting. **With seven (7) members present voting aye, the motion was carried by a vote of 7 - 0.**

Committee Reports and Updates-

A. Presentation: Monthly Update of the COB II Construction
 Brian Kronewitter from Cordogan Clark gave an update on the COB II construction. Work is on track to be finished for the ribbon cutting tentatively scheduled for June 13th. Some delays due to the weather last week especially for the site work on the main entry way. Punch list items

are being worked on; including facia work and flooring. The landscaping is scheduled in two weeks after the planters are installed. The flagpole heights and the location changed late in the project and will not be ready for the opening. The ceremony for the flagpoles will be held when the current building renovations (Phase 2) are completed.

New Committee Business

- A. **MOTION (Fwd to County Board)**- Approval of Contingency Reduction 8A & 8B-Total of \$17,348 – Lite Construction: \$2,181,793 (\$4,812 increase), Merit Corp: \$1,511 (\$1,511 increase), O'malley Welding: \$21,280 (\$4,480 increase)

Member DeBolt made a motion for Approval of Contingency Reduction 8A & 8B-Total of \$17,348 – Lite Construction: \$2,181,793 (\$4,812 increase), Merit Corp: \$1,511 (\$1,511 increase), O'malley Welding: \$21,280 (\$4,480 increase) to be forward to the next County Board, Seconded by Member Bachmann. **With 7 members present voting aye, the motion was carried by a vote of 7- 0.**

- B. **DISCUSSION:** County Office Building Temporary Office Space

Chair Kellogg explained to the committee that there have been lots of meetings/discussions on the best solution for the relocation of staff and operations while the County Office building is being renovated. It has been decided that the County Board meetings will be held in the Historic Courthouse. Christina Burns had been working with Yorkville on solutions as how the County can best serve the public during that time, but costs for this option kept increasing. Brian Kronewitter from Cordogan Clark shared an update that they are currently looking at the County Courthouse and utilizing the unbuild space on the first floor. This option will improve the county owned assets and work well with the long-term vision for the Courthouse building. Next steps will be a contract with Cordogan Clark for the renovation of the temporary space in the Courthouse and then bring for approval at a future County Board meeting.

Old Committee Business-

Member Bachmann spoke to the committee about the Highway Department adopting an Intersection Safe Matrix; a safety improvement program. The State's Attorney reviewed and recommended that the matrix be adopted internally as a Highway Department policy. The intention of this internal policy is to be more proactive in dealing with some of the County's more dangerous intersections. Member Bachmann stated this will be an internal rubric on how the Highway department grades how dangerous a particular intersection is and help determine solutions needed to address the problem.

Department Head and Elected Officials Reports – None

Public Comment – None

Questions from the Media – None

Chairman's Report – Chairman Kellogg noted the following appointments will be on the next County Board agenda and stated that David Kellogg is not related to him.

Appointments

Jason Bragg - Oswego Fire District - 3-year term- May 2027

David Kellogg- Newark Fire District - 3-year term- May 2027

Clint Vaughn - Newark Fire District - 3-year term- May 2027

Fred Kreinbrink (Alternate) - KenCom Executive Board (Little Rock-Fox Fire District)

Action Items for County Board

- Approval of Claims
- Approval of Contingency Reduction 8A & 8B-Total of \$17,348 – Lite Construction: \$2,181,793 (\$4,812 increase), Merit Corp: \$1,511 (\$1,511 increase), O'malley Welding: \$21,280 (\$4,480 increase)

Executive Session – None

Adjournment – Member Peterson made a motion to adjourn the meeting, second by Member DeBolt. **With eight (8) members present voting aye, the meeting adjourned at 4:25 p.m.**

Respectfully Submitted,

Sally A. Seeger
Executive Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS
SPECIAL FINANCE & BUDGET COMMITTEE
Meeting Minutes for Thursday, May 16, 2024**

Call to Order – Committee Chair Scott Gengler called the Finance & Budget Committee meeting to order at 3:09 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, Jacquie Purcell, Jill Ferko

Others Present- Ann Vickery

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

New Committee Business

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

Member DeBolt made a motion for Approval of Ordinance Establishing Salary for the Kendall County Circuit Clerk, second by Member Kellogg. No vote to follow.

Chairman Gengler explained that the salaries for Circuit Clerk and the Coroner are required to be set 180 days before the beginning of the terms of the officers whose compensation is to be fixed (50 ILCC 145/2). Circuit Clerk salary will be set by the board for now and if the State changes the statute it can be changed at that time. The discussion ensued around the spreadsheet and different percent increases for the next four years. Circuit Clerk’s office has taken on extra work due to the Safety Act requirements. The committee consensus was to give a 5 % increase for FY25, FY26, and FY27, and then a 2.5% increase for FY28.

Member DeBolt made a motion for Approval of Ordinance Establishing Salary for the Kendall County Circuit Clerk at a 5% salary increase for FY25, FY26, FY27 and 2.5% increase for FY28 for the Kendall County Circuit Clerk to be forwarded to the next County Board meeting, second by Member Peterson. **With five (5) members present voting aye, the motion carried by a vote of 5-0.**

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

Kendall County Coroner Jacquie Purcell spoke about the duties and responsibilities of the Coroner’s office. She also detailed her educational qualifications, licenses and certifications. She answered the committee’s questions regarding staffing of the coroner’s office and her salary concerns.

She would like to ensure that the County stays competitive with salaries moving forward. It was the consensus of the committee to increase her salary by 5% for 3 years(FY25, FY26, FY27, and 2.5% for the last year (FY28).

Member Wormley made a motion for Approval of Ordinance Establishing Salary at a 5% salary increase for FY25, FY26, FY27 and 2.5% increase for FY 28 for the Kendall County Coroner to be forwarded to the next County Board meeting, second by Member DeBolt. **With five (5) members present voting aye, the motion carried 5 - 0.**

C. *DISCUSSION: Discussion of Accounting and Auditing RFP Responses for Fiscal Years Ending 2024, 2025, and 2026 Deputy Administrator Latreese Caldwell directed the committee to page 7 of the packet for the calendar for the RFP Audit process, only two audits were returned to be considered, Mack CPA's and Sikich LLP. The evaluation criteria for the proposals for professional auditing services and the scoring of the two businesses can be found on page 8-9. Scoring was completed by the County Administrator, Deputy County Administrator, Treasurer, Chair of the Finance & Budget Committee and Vice-Chair of the Finance & Budget Committee. Both proposals are included in the packet, Mack & Associates (pg. 10-51) and Sikich LLP (pg. 52-86). Committee members agreed that both companies have excellent reputations for auditing services. County Administrator Christina Burns stated that the next step in the audit process is for both businesses to be interviewed and answer questions from the committee members. She asked that the committee review the proposals and send to Admin any questions they may have, so they can be addressed. Staff will invite both businesses to the next Finance & Budget committee meeting on May 30, 2024.

Old Committee Business – None

Chairman's Report – None

Public Comment – None

Executive Session - None

Items for County of the Whole – None

Items for County Board

- Approval of Ordinance Establishing Salary (5% for FY25,FY26, FY27 and 2.5% for FY28) for the Kendall County Circuit Clerk
- Approval of Ordinance Establishing Salary (5% for FY25,FY26, FY27 and 2.5% for FY28) for the Kendall County Coroner

Adjournment – Member Kellogg made a motion to adjourn the Finance and Budget Committee meeting, second by Member Wormley. **With five (5) members present voting aye; the meeting was adjourned at 3:46 p.m. by a vote of 5 - 0.**

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



Kendall County Agenda Briefing

Meeting Type: County Board
Meeting Date: 6/4/2024
Subject: Phase 1 Contingency Reduction 8A
Prepared by: Christina Burns, County Administrator
Department: Facilities

Action Requested: Approve Phase 1 Contingency Reduction 8A

Board/Committee Review: Committee of the Whole, May 16, 2024

Fiscal impact: \$6,545 Reduction of Phase 1 Contingency

Background and Discussion:

The County Board discussed Contingency Reduction 8A and 8B for County Office Building II and its May 16 Committee of the Whole, and approved both Contingency reductions during the May 21, 2024 Board meeting. Due to an administrative oversight, the contract increase for CSN Electric of \$6,545 was not spelled out on the agenda, however it was included in the total contingency reduction of \$17,384. The cost increase brings the total CSN contract to \$1,005,178.

Staff is requesting a separate approval of the CSN Electric change to ensure all approvals are done in accordance with State and County policy.

The cost increase has no additional impact on the building contingency fund, which remains at \$136,103.

Staff Recommendation: Approval of a contingency reduction 8A (CSN Electric increase of \$6,545)

Attachments:

- Contingency Reduction 8A

CONTINGENCY REDUCTION

Owner:
Architect:
Construction Manager:
Contractor:
Field:

PROJECT: Phase One New Office Building

CONTINGENCY REDUCTION #: CR-008A

CLIENT: Kendall County
111 W. Fox Street
Yorkville, IL 60560

DATE: 4/2/2024
CONTRACT DATE:
PROJECT #: 221071

CONSTRUCTION

MANAGER: Cordogan Clark Consulting Services
960 Ridgeway Avenue
Aurora, IL 60506

The Contract is changed as follows:

2. CSN Electric

Sound Inc - Expanding on the current Intrusion Panel that is supporting the Panic Pull Stations. \$6,545.00
New Contract Amount: \$1,005,178

SUB-TOTAL FOR CONTINGENCY REDUCTION: \$6,545.00

The Original Contingency was:	\$505,200.00
Net Change by previously authorized Contingency Reductions:	\$351,749.00
The Contingency prior to this reduction was:	\$153,451.00
The Contingency will be decreased by this reduction in the amount of:	<u>\$6,545.00</u>
The new Contingency with this reduction will be:	<u>\$146,906.00</u>
The Contract Time will be increased by:	(0) days
The date of Substantial Completion as of the date of this Contingency Reduction, therefore is:	<u>unchanged.</u>

NOTE: This Contingency Reduction does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until cost and time have been agreed by both the Owner, Contractor & Construction Manager, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER.

CONSTRUCTION MANAGER:

Cordogan Clark Consulting Services, Inc.
960 Ridgeway Avenue
Aurora, IL 60505

By: _____

Date: _____

OWNER:

Kendall County
111 W. Fox Street
Yorkville, IL 60560

By: _____

Date: _____



1550 Shore Road, Naperville, IL 60563 Phone: 630.369.2900 Fax: 630.369.1211

Change Order #1

Date: April 11, 2024

Project: Kendall County Clerk Building #2 Project

Subject: Intrusion System add on with Seven Motion Detectors to cover the interior of the building.

Architect's Project No: CORDOGAN CLARK & ASSOCIATES, INC. Project# 22-1071

Drawings: Addendum NO2 Dated 5-18-2023 Prints E1.2 & E1.3 Dated 4-26-2023.

Submitted By: Donald Danko
Senior Account Executive - Security

Current Contact to Date.....\$92,895.00

**Change Order #1:
Expanding on the current Intrusion Panel that is supporting the Panic Pull Stations.
Intrusion System Cost.....\$6,545.00**

Total Cost for Above Systems	<u>\$99,440.00</u>
-------------------------------------	---------------------------

Change Order #1

Warranty

The equipment furnished and installed by Sound Inc. under this proposal shall be warranted for one (1) year.

Clarifications

Sound Incorporated is complying with the intent of the security bid package. The following are Clarification points to be addressed to assume proposal as a complete package.

- All work to be completed during normal business hours (7:00AM to 3:30PM, Monday thru Friday excluding holidays)
- Please allow 4-5 weeks for equipment, engineering, scheduling and coordination.
- Sound Inc. will need free access to all areas related to the work.
- The proposal does not include any raceway, conduit, sleeves, coring, electrical conduit back boxes or 120 VAC power, where required.
- Electric Strike, Electrified locking hardware, Electrified Panic hardware, Door Operators and Overhead Doors are to be provided by others.
- Equipment Racks in IDF by others.
- All painting and patching, if required, done by others.
- All card reader data entry by others.
- All issuance of badges by others.
- Badge Design to be done by others.
- Fire Alarm contractor is to supply us the necessary points to interface the security system with the fire alarm system. These points must be provided at our panel locations.
- Owner to provide all the necessary IP addresses for the network devices.
- POE Network Switch's and Patch Panels to be provided by others.
- All Servers, PCs require a minimum of Microsoft Windows 10 operating system.
- Virtual computer configurations are not supported by proposed software.
- Should any existing equipment, or communications media (i.e. cables, fiber optics, etc.) be used on this contract Sound Incorporated does not warrant the operation of said equipment, and as such should any faults be found with existing equipment we reserve the right to make additional charges to rectify such faults. All such faults will be reported to the client prior to rectification.
- Due to the volatile market, this proposal can only be valid for a maximum of sixty days and may be subject to cost adjustment resulting from manufacture component shortages, international production crises, market equipment values, etc....
- Sound Incorporated requires that we need to receive all drawings in AutoCAD form, at no additional charge, for us to be able to provide submittals and as-builts on a timely basis.
- Owner to provide us with a list of contacts, phone numbers and e-mail addresses for the individuals that will be involved in the project and training session. One up to two-hour training class has been allocated. Any supplemental training will require additional cost, of which is not included in this proposal.

Terms

Monthly progress payments in accordance with agreed upon draw dates for work/material staged as well as work in progress. Payable net 30 days. (Other trade delinquency on completion will not affect our final payment) For payment via credit card a 3% handling charge will be assessed.

TERMS AND CONDITIONS

1. Creation of a Security Interest.
Until such time as Buyer has paid the agreed purchase price, Seller hereby retains, and Buyer hereby grants a purchase money security interest in the described equipment. In connection therewith, Buyer agrees to execute all instruments (including financing statements) deemed necessary by Seller under applicable law to establish, maintain and continue perfected Seller's purchase money security interest in the equipment or otherwise protect its rights in and to said equipment. Buyer hereby authorizes Seller as its attorney-in-fact to execute and file, on Buyer's behalf, any such UCC Financing Statement.
2. Limitation and Exclusion of Warranties.
Seller Hereby warrants the described equipment against defective parts for a period of one (1) year from the date of installation and warrants that the installation of said equipment shall be performed in a workmanlike manner. Buyer's exclusive remedy under these warranties shall be the repair and replacement by Seller at Seller's expense of nonconforming equipment of parts thereof.
The Warranty does not extend to any equipment which has been (1) subject to misuse, neglect, accident or abuse, (b) damaged by acts of God, exposure to elements of weather, inadequate or surplus utility power, power surges, insufficient heating/ventilating/air conditioning (HVAC), HVAC failure or causes other than ordinary use (It is the buyer's responsibility to regulate and filter any and all necessary power requirements and to supply and maintain a static free environment to insure system integrity), (c) wired, repaired or altered by anyone other than Seller without Seller's express and prior approval, (d) improperly installed by someone other than Seller, its subcontractors or affiliates, (e) used in violation of instructions furnished by Seller. In no event shall Seller be liable for consequential or incidental damages arising out of a breach of any warranty or any other provision contained herein. Seller may suspend warranty work if the purchase price is not paid in full when due and shall not be required to recommence warranty work until all obligations of Buyer under this Agreement are satisfied in full; provided, however, that nothing hereunder shall extend in the warranty period beyond one (1) year from the date of installation.
THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY SELLER, AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.
3. Waiver, Amendment, Notice, Termination.
Any waiver of rights hereunder or any amendment or requirement of notice or termination hereof shall not be effective unless made in writing and signed by the party against whom such waiver, amendment, notice or termination is sought to be enforced.
4. Risk of Loss.
Upon identification of the described equipment to the contract, Buyer shall bear the risk of loss and it shall remain on Buyer regardless of any breach by Seller of any provisions hereof.
5. Tax Obligation.
Buyer will pay promptly when due all taxes, assessments and other charges levied or assessed by any governments or governmental agency upon the sale of the described equipment.
6. Assignment.
Buyer may not delegate its performance or assign its rights under this Agreement except upon the express written consent of Seller which consent may be withheld in Seller's sole discretion.
7. Benefit.
This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, each of the parties hereto, its successors and assigns.
8. Limitation of Liability
Client understands that: a) Sound is not an insurer of Client's property or the personal safety of persons at said location b) Client will provide any insurance on said location and its contents c) the amount Client pays to Sound is based solely on the value of the system and service Sound provides and not on the value of Client's location or its contents d) security systems, alarm systems and Sound monitoring may not always operate properly for various reasons e) it is difficult to determine in advance the value of Client's property that might be lost, stolen or destroyed if the system or Sound service fails to operate properly f) it is difficult to determine how fast the police; fire department or others would respond to an alarm signal g) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by Sound's failure to perform, negligence, or a failure of the system.
Therefore, Client agrees that, even if a court decided that a failure of the system, Sound's negligence, monitoring, repair or service caused or allowed any harm of damage, whether property damage, personal injury or death to Client or anyone at Client's location, Sound's liability shall be limited to six (6) times the monthly service fee, and this shall be Client's only remedy, regardless of what legal theory is used to determine that Sound was liable for the injury of loss.
9. Third Party Indemnification and Subrogation
If anyone other than Client asks Sound to pay for any harm and/or damages, including property damage, personal injury or death, connected with or resulting from a) a failure of the security/alarm services b) Sound's negligence c) any other improper or careless activity of Sound in providing the system or services or d) a claim for indemnification or contribution,



Change Order #1

1550 Shore Road, Naperville, IL 60563 Phone: 630.369.2900 Fax: 630.369.1211

Client will repay to Sound any amount which a court orders Sound to pay or which Sound reasonably agrees to pay and amount of Sound's reasonable attorney's fees and any other losses and costs that Sound may incur in connection with the harm and/or damages. Client's obligation to repay Sound for such harm and/or damages shall not apply if the harm and/or damages occurs while one of Sound's employees or subcontractors is in or about said location, and such harm and/or damages is solely caused by the employee or subcontractor. Unless prohibited by Client's insurance policy, Client agrees to release Sound from any claims of parties suing through Client's authority or in Client's name, such as Client's insurance company, and Client agrees to defend Sound against such claim. Client will notify its insurance company of this release.

10. Construction

This writing constitutes the final expression of the agreement between the parties and is intended as a complete statement of the terms of the agreement. No course of prior dealings between the parties and no trade usage shall be relevant to supplement or explain any term used in this Agreement. This Agreement has been finally accepted in the State of Illinois and shall be governed by the laws of the State of Illinois including the Uniform Commercial Code and its amendments as effective in the State of Illinois.

11. Attorney's Fees/Interest

Buyer shall pay to Seller all attorney's fees, court costs, and all other expenses which may be incurred by Seller in enforcing, or attempting to enforce, any of its rights under this Agreement, or against any guarantors hereof, or with respect to any matters connected with the subject matter hereof.

12. Interest/Late Charges

Buyer agrees to pay 1 ½% per month FINANCE CHARGE (18% PER ANNUM) if the purchase price it is not paid in full when due.

13. Severability

This Agreement and all provisions hereof are intended to be severable, and this Agreement shall remain enforceable in the event any provision thereof is declared invalid.

14. Authority

Buyer represents, covenants and warrants to Seller that Buyer has corporate or other power to make and perform this Sales Agreement and that the making and performance of the Sales Agreement by Buyer, and the financing hereunder, have been duly authorized by all necessary corporate or other action of the Buyer and will not violate any provision of law or of its Articles of Incorporation or By Laws, Articles of Organization, Certificate of Formation or other charter, or Operating Agreement or result in the breach of any agreement to which Buyer is a party or by which it is bound.

Sound Incorporated is licensed by the State of Illinois to act as a private alarm contractor. All Sound employees involved in the engineering, design, sale, installation, documentation and maintenance of the proposed system hold Permanent Employee Registration Cards (PERC) as required by the state (225 ILCS 446/80).

Respectfully submitted by: Donald Danko

Donald Danko
Senior Account Executive - Security

Acceptance of Proposal: The above specifications, terms and conditions are satisfactory. You are authorized to do the work as specified

Buyer's Acceptance:

Sound Incorporated's Acceptance:

Accepted by: _____
(Printed name)

Accepted by: _____
(Printed name)

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____ at Naperville, IL.

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2024-__

RESOLUTION GRANTING THE KENDALL COUNTY CIRCUIT CLERK AUTHORITY TO ENTER INTO AGREEMENTS WITH TRIEDATA ON BEHALF OF KENDALL COUNTY, ILLINOIS

WHEREAS, the Kendall County Circuit Clerk has negotiated with Triedata. for an agreement for the creation of the eCopy request system that is completely grant funded; and

WHEREAS, the Kendall County Board has received, reviewed, and now approves of the contract attached to this Resolution as exhibits A

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby grants the Kendall County Circuit Clerk the authority, on behalf of Kendall County, to enter into the agreements, attached to this Resolution as exhibit A as negotiated by the Clerk of the Circuit Court.

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

Board Chairman Signature:

Attest:

Matt Kellogg, Chairman
County Board

Debbie Gillette
County Clerk

TRIEDATA CLERK-E-CERTIFY SERVICES ORDER FORM

Customer: Clerk of the Circuit Court, Kendall County	Contact: Mr. Matthew G. Prochaska
Address: 807 W. John Street, Yorkville IL 60560	Phone: 630-553-4183
	E-Mail: MProchaska@co-kendall.il.us
Services: Implementation of CLERK-E-CERTIFY System for generating and delivering electronic certified Court Records (the "Service(s)").	
<p>Service Fees for online Customers: A service fee of \$10 payable by the end-user for all online customers, will be assessed subject to the terms of Section TERMS AND CONDITIONS herein.</p> <p>Service fee for Jano Court Management system(Walk-in/Non-paying Government agency use):</p> <ul style="list-style-type: none"> • \$100 per month and includes 25 documents per month (Service capacity) <p>Base Implementation fee: \$9,500.00 (One-time fee)</p> <p>Jano technology integration fee: \$30,000 (One-time fee payable to Jano technologies)</p>	Service Term: <u>3 (Three) Years</u>
<p>Service Capacity: Service fee for Clerk / Government agency use:</p> <ul style="list-style-type: none"> • Includes 25 documents per data source <p>A fee of \$1 per document will be assessed for all certified documents generated using the system, exceeding the service capacity. This service order includes one (1) data source namely Jano court records.</p>	
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A and Exhibit B ("Support terms").	
Payment terms: Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1) et seq.)	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement (“Agreement”) is entered into on this _____ day of _____, 2024 (the “Effective Date”) between TRIEDATA Inc. with a place of business at 701 Market Street Suite 111-109., Saint Augustine, FL 32095 (“Company”), and Customer listed above (“Customer”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations, and use limitations.

TRIEDATA Inc.:

Clerk of the Circuit Court, Kendall County:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

TERMS AND CONDITIONS

SAAS SERVICES AND SUPPORT

Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process of the CLERK-E-CERTIFY System, Company will configure an account within the TRIEDATA software system to electronically generate certified copies of court Records and provide the functionality to deliver the documents via email to online users.

Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit C.

RESTRICTIONS AND RESPONSIBILITIES

1. Customer acknowledges that it, and not TRIEDATA, is offering the electronic certified Records to its consumers, on Customer's terms, which will be displayed to the end Subscribers.
2. TRIEDATA shall design, configure, and deploy the CLERK-E-CERTIFY system according to the statement of work and at a cost to Customer specified in the section Scope of Work; (I) Perform user acceptance testing in partnership with Customer; (ii) offer a commercial certification service with the ability to generate electronic certified copies of Court Records; (iii) Maintain, diagnose, and manage the CLERK-E-CERTIFY system in its own or partner data center(s); (iv) Offer web access or API for Clerk's staff to generate Certified copies of instruments for Walk-in Customers.
3. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); or remove any proprietary notices or labels.
4. Customer agrees to (I) install digital certificate provided by Company, including the cryptographic hardware; and (ii) agrees to connect the cryptographic device to the computer system running Company's software module at all times; and (iii) provide access to Customer's data repository including image repository for the purpose of generating certified documents; and (iv) provide an email address and connectivity for Company's software system to send electronic documents to end users; and(v) keep current and valid copies of the digital certificate at all times; and (vi) agrees to replace the digital certificate in case of a security breach or expiry of the certificate at their own cost.
5. Customer agrees to (I) Utilize Company provided online account on Company web site to generate certified copies of Records for all Walk-in customers and other internal purposes; and (ii) Agrees that the online account is a private account provided to the Customer for the sole purpose of generating electronic certified copies of Records for Walk-in customers at Customer's office premises; and (iii) Customer will protect its online account information and will not share this information with any third party.
6. Customer agrees to (I) allow the Company to use their name and other identifying information as part of their sales/marketing efforts; and (II) willingly provide reference upon request; and (III) utilize the system to process all certified document requests upon completion of the system implementation.

CONFIDENTIALITY; PROPRIETARY RIGHTS

1. Confidential Information. "Confidential Information" means trade secrets as defined in statute 765 ILCS 1065, Illinois Statutes, in any form relating to TRIEDATA's software and services provided hereunder that a reasonable person knows or reasonably should understand to be confidential. The Confidential Information subject to this agreement is protected by various federal and state laws as well as international treaty provisions, and TRIEDATA affirms that the Confidential Information is a trade secret as defined in Section 765 ILCS, Illinois Statutes. Pursuant to this statute, the Confidential Information shall be exempt from public disclosure. Confidential Information as defined herein does not include information that was known to the receiving party prior to disclosure by the disclosing party, or information that becomes publicly available through no fault of the receiving party. Nothing herein shall prohibit Customer from disclosing a record in order to comply with any applicable law.
2. It is understood and agreed to by the parties that all contracts entered into by a government body, such as Customer, are open to public review and as such will be on file with the County Clerk's office and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.)
3. Customer shall own all right, title, and interest in and to Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology

developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

4. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data only according to the provisions of the Florida Sunshine law regarding public Records. No rights or licenses are granted except as expressly set forth herein.

PAYMENT OF FEES

1. Customer will pay Company the then applicable fees described in the Order Form for the Implementation Services in accordance with the terms herein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).
2. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.) Company shall invoice the Customer for the implementation charges at the start of the implementation phase. Customer payment is required prior to ordering necessary cryptographic hardware.

3. Company reserves the right to charge a technology convenience fee of \$10 per document during the initial contract term, or then current fees during subsequent terms, to all customers who are required to pay a fee to obtain a certified copy of a court document, for the convenience and use of the technology, and a credit card service fee for processing the payments using its own credit card processing capabilities or its partner's credit card processing facilities. Such fees will be displayed promptly during end user order creation. A customer is defined as a customer who uses any self-service web portal(s) or sends email to the Clerk's office and is required to make a payment to purchase certified document(s).
4. Company agrees to collect the statutory fees, on behalf of Customer, for each certified copy requests per Illinois statute and promptly remit the funds to Customer's office through mutually established channels. Customer shall be responsible for all taxes associated with Services.
5. In the event the Company's staff is required to travel to Customer offices, the Company shall bill actual costs associated with the travel to the Customer. Customer permission shall be secured prior to the start of any travel.

TERM AND TERMINATION

1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination in writing at least thirty (30) days prior to the end of the then-current term.
2. In addition to any other remedies it may have, either party may also terminate this

Agreement upon thirty (30) days' written notice, if the other party materially breaches any of the terms or conditions of this Agreement. Customer may terminate this Agreement at any time on 90 days written notice. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon receipt of a termination notice, Company shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Customer shall not be liable for those costs and expenses resulting from Company's failure to mitigate such losses. Further, Customer shall not be responsible for salaries, overhead and fees accrued after the Agreement's termination. Customer shall not be liable for any other additional payments, penalties and/or early termination changes. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner that minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE

ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL;

MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

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

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

Customer and/or the Company'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.

No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever Company understands and agrees that Company is solely responsible for paying all wages, benefits and any other compensation due and owing to Company's officers, employees, and agents for the performance of services set forth in the Agreement. Company further understands and agrees that Company is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Company's officers, employees and/or agents who perform services as set forth in the Agreement.

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 Customer:

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

This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law's provisions. 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.

The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

Non-Discrimination: Company, 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. Company, 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. Company shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.

Certification: Company certifies that Company, 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.) Company further certifies by signing the Contract documents that Company, 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 Company 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.

Conflict of Interest: Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Company or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Company 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: Company 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 Customer is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Company. 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.

Authority to Execute: The County of Kendall and Company 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.

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.

Grant Compliance: Company understands that Customer 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, Company agrees to comply with all applicable provisions of the grant's requirements. Also, Company agrees to promptly provide the Customer, at the Customer's request, with any documentation and any other information necessary for the Customer to comply with the Customer's grant reporting requirements.

EXHIBIT A

STATEMENT OF WORK – CMS INTEGRATION

THE PROJECT

The statement of work defines the scope for implementing the CLERK-E-CERTIFY System in conjunction with the TRIEBRARY Electronic Gateway to generate and transmit electronic certified Court records. Key functions of the system are:

1. Provide an API for integration with Jano systems to generate Certified copies of Court Records for the benefit of Walk-in customers. Clerk shall be able to trigger a certified document request from third party software such as Jano systems, upon successful integration of the API by third party system.
2. A web page or API for online users to request and receive certified copies of Court Records from third party software systems such as Jano systems.
3. Electronically retrieve image and data associated with the online request from CMS data repositories (Jano).
4. Utilize the cryptographic device to generate a tamper proof PDF document with an embedded digital signature of the Clerk of the Court.
5. Provide a mechanism to email the certified documents to the end user utilizing Customer provided email address and email servers.
6. Provide a mechanism for Customer to verify the electronic document.

SCOPE OF WORK

The CLERK-E-CERTIFY System shall include a digital document processing module capable of generating tamper proof documents in PDF format, with a digital signature embedded to verify the authenticity and authorship of the Custodian of the record. Components of the system will be hosted within Company's cloud servers and also within Customer's computing hardware as necessary.

The Clerk E-Certify System shall offer four major features namely (i) "Web service" to access Customer's data repository for retrieving digital images, and (ii) "Automated certification service" to affix a digital signature as a proof of the authenticity and authorship of the document; and (iii) "Automated email generation service" to send documents to end users utilizing Customer provided email server; and (iv) "Real-time Verification service" to verify the author and authenticity of the document.

WEB PAGE OR API

The system shall offer the following functionality for Clerk's staff:

- Web page – Upon completion of integration with third party systems, Clerk's staff will be able to trigger generation of certified document request from third party system.
- Integrated Email: Clerk's staff will have ability to email certified documents directly to the Consumers.

CREATE CERTIFIED DOCUMENTS

The system will be configured to retrieve documents from Customers image repository on demand. For each request (i) the system shall fetch the image files from the repository utilizing TRIEBRARY API; and (ii) create a cover page including a unique code and details related to the Customer request; and (iii) embed the unique code within each page of the image file; and (iv) using cryptographic device attached to the host computing platform, create a tamper proof document; and (v) embed a QR code for manual verification.

The system shall record information regarding all electronic requests to Customer's database for future audit purposes.

DELIVER TAMPER PROOF DOCUMENTS

The System shall have ability to deliver tamper proof documents with following features:

- Online users can download the certified copy.
- System shall automatically email newly created documents to end users using the email address supplied by the end user, as well as utilizing Customer provided email server.
- Online users shall have ability to verify the status of their request by entering the unique reference code provided to them at the time of the request.

VERIFY DOCUMENTS

The System shall provide features to verify the authenticity and authorship of certified documents. Key features are:

- Electronic document verification: Online users can upload the original PDF file to Company web site, and the system shall verify whether the document has been tampered since it was issued by the system; and whether the document has originated from the publisher system.
- Hard copy verification: System shall provide features so that a hard copy document can be verified against the original data store either by entering the unique code associated with each instrument or scanning the QR code embedded within the cover page of the document.

IMPLEMENTATION CHARGES

Item	Description	Amount
1	Basic Implementation <ul style="list-style-type: none"> • Cryptographic hardware included • Cryptographic libraries included • CLERK-E-CERTIFY configuration and deployment 	\$9,500
2	Jano technologies integration cost (Estimated cost based on data provided by Jano technologies)	\$30,000
	TOTAL	\$39,500

- Cryptographic hardware and software library charges require advance payment

ASSUMPTIONS

- CLERK-E-CERTIFY System functions are highly dependent on the availability of the TRIEBRARY electronic gateway. The system will not be available if TRIEBRARY electronic gateway is not available or unable to access the official Records information. Further, system availability is subject to the availability of official Records database, official Records image repository and methods implemented for data access.
- CLERK E-CERTIFY technology offers an API for integration with third party systems. Third party providers are responsible for integrating the API into their workflow and trigger requests to Clerk eCertify system. Estimated cost or effort required by the third party for integration with Company system is included with this quote based on the estimate provided by Jano Technologies. Customer is required to approve the scope and deliverables directly with third party provider (Jano). Triedata is not responsible for the deliverables to be provided by Jano technologies.
- Customer shall provide a user name and password for sending certified copies of instruments to the end user. Further, it is assumed that the Customer email server supports either MS-Exchange web services or SMTP protocol for sending email messages.
- System implementation is highly dependent upon the access and configuration of existing Court Records system. Additional charges may incur if the Company's standard interface for Court System cannot be deployed due to any technical/functional restrictions imposed by the Customer's environment.

- The system will not be able to send any document exceeding the file size restrictions imposed by the sender or receiver email servers.
- Company supplied cryptographic hardware and cryptographic libraries are for One (1) license per deployment on one (1) Server or Node without VM (Virtual Machine), or one (1) VM (Virtual Machine) instance in a 'Production' environment.
- Clerk E-Certify system will not be able to process Certified Document request in cases where the existing Court system inhibits Clerk E-Certify system from accessing the images.
- Customer shall provide the images, logos, seal and branded message featured in the email message as well as the Clerk E-Certify web site. Additional charges may apply in the event the Customer requires the Company to develop custom images, logo's, seal and other artifacts.
- Customer shall provide VPN access to the Customer network for Company resources during the configuration and testing of the system and to provide remote connectivity for Company resources to access the software system for support and maintenance at all times.
- Company shall bill all travel costs related to the project implementation in actual costs to the Customer. Customer approval shall be secured prior to scheduling any travel.

EXHIBIT B

Support Terms

Company shall provide commercially reasonable customer support to Customer. At a minimum, a customer service contact shall be available to Customer throughout the Term and during regularly scheduled business hours, excluding federal holidays and weekends. TRIEDATA's sole and only obligation with respect to customer service for a Publisher Offering is to provide support for connectivity, technology and notification service monitoring. TRIEDATA shall also offer professional services to assist the commercial Subscribers in testing, onboarding, training and mentoring and all other services as TRIEDATA deems appropriate in accordance with its own professional services terms at no additional cost to the Publisher.