

COUNTY OF KENDALL, ILLINOIS COMMITTEE OF THE WHOLE

Kendall County Office Building, 111 W. Fox Street County Board Room 209, Yorkville, IL 60560

Thursday, August 15, 2024, at 4:00 p.m.

- **MEETING AGENDA**
- 1. Call to Order and Pledge of Allegiance
- 2. Roll Call: Matt Kellogg (Chairman), Scott Gengler (Vice-Chair), Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley, Seth Wormley
- 3. Approval of Agenda
- 4. Approval of Claims
- 5. Committee Reports and Updates
- 6. New Committee Business
 - A. MOTION (Fwd to County Board):Intergovernmental Agreement between the Village of Millbrook and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Comprehensive Plan, Subdivision Control, and Stormwater Management within the Jurisdiction of the Village of Millbrook for a Term of Four (4) Years in the Amount of \$1.00 Annually Plus Associated Costs Paid by the Village of Millbrook to the County of Kendall (P.2)
 - B. MOTION (Fwd to County Board): Five-Year Leasing Agreement with Pitney Bowes for Mail Processing Equipment at County Office Buildings (p.16)
- 7. Old Committee Business
- 8. Department Head and Elected Official Reports
- 9. Public Comment
- 10. Questions from the Media
- 11. Chairman's Report

Appointments

Raphael Obafemi – Connect Kendall County Commission Eric E Bernacki – Historic Preservation Committee Shawn P. Flaherty – Sheriff Merit Commission Randy Mohr- Zoning Board of Appeals

- 12. Action Items for County Board
- 13. Executive Session
- 14. Adjournment

If special accommodation 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 Agenda Briefing

Meeting Type: Committee of the Whole

Meeting Date: 8/15/2024

Subject: Intergovernmental Agreement with Millbrook

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of an Intergovernmental Agreement between the Village of Millbrook and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Comprehensive Plan, Subdivision Control, and Stormwater Management within the Jurisdiction of the Village of Millbrook for a Term of Four (4) Years in the Amount of \$1.00 Annually Plus Associated Costs Paid by the Village of Millbrook to the County of Kendall

Previous Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

The intergovernmental agreement between Kendall County and the Village of Millbrook expires in August.

Since August 2023, approximately ten (10) inspections have occurred in Millbrook and there was one (1) minor amendment to a special use permit inside Millbrook at the Yogi Bear Campground.

The proposal increases the term of the contract from one (1) year to four (4) years as noted in Paragraph 8. Millbrook's annual payment to the County would remain the same as noted in Paragraph 3. The thirty (30) day early termination option would also remain unchanged as noted in Paragraph 9.

The Village of Millbrook approved the Agreement at their meeting on July 23, 2024.

Staff Recommendation:

Approval

Attachments:

Proposed Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MILLBROOK AND THE COUNTY OF KENDALL

THIS AGREEMENT, made this ____ day of August, 2024 by and between the VILLAGE OF MILLBROOK, a body corporate and politic, and the COUNTY OF KENDALL, a body corporate and politic, WITNESSETH:

WHEREAS, the Village of Millbrook was incorporated by act of the voters on November 5th, 2002, and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) permits units of local government to obtain or share services and to jointly contract, combine or transfer any power, privilege, function or authority among themselves, and

WHEREAS, the Local Land Resource Management Planning Act (50 ILCS 805/6) provides that a municipality and a County may enter into intergovernmental agreements for joint or compatible planning, local land resource management administration and zoning ordinance enforcement, and

WHEREAS, the Village of Millbrook adopted a Comprehensive Plan on August 22, 2009, and

WHEREAS, all the property located within the described boundaries of the Village of Millbrook have been heretofore subject to the building and zoning codes of the County of Kendall, and to the County Flood Plain, Soil Erosion and Stormwater Management Ordinances, and

WHEREAS, the parties desire to continue that relationship,

NOW, THEREFORE, it is hereby agreed as follows:

- 1) The above recitals are incorporated by reference as if fully set forth herein.
- 2) That the Village of Millbrook has by ordinance duly adopted the Zoning Ordinance of the County of Kendall, the Building Code of the County of Kendall, the Comprehensive Plan of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, the Countywide Stormwater Management Ordinances as its own and further agrees that any subsequent text amendments to said ordinances and plans as may be adopted by Kendall County from time to time shall be adopted and incorporated by the Village of Millbrook as its own.
- 3) That for the consideration of \$1 annually the receipt and sufficiency of which is hereby acknowledged, the County of Kendall agrees to continue administering the County Ordinances for the Village of Millbrook as described in Paragraph (2) above and in accordance with the procedures

attached hereto as Exhibit A and incorporated herein by reference all of which have been duly adopted by the Village of Millbrook, and apply them to all properties located within the municipal boundaries of the Village of Millbrook.

- 4) In addition to the consideration set forth in Paragraph 3 above, the Village of Millbrook shall be responsible for all costs associated with the enforcement of the Zoning Ordinance of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, and the Countywide Stormwater Management Ordinance for cases within the boundaries of the Village of Millbrook. At the written request of the Village of Millbrook, Kendall County shall provide an estimated cost for investigating individual alleged violations. Upon approval of the cost estimate by the Village of Millbrook, Kendall County will conduct the necessary investigation and bill the Village of Millbrook accordingly. The Village of Millbrook shall reimburse the County of Kendall for any actual costs incurred acting on behalf of the Village of Millbrook as provided herein.
- 5) The Village of Millbrook shall defend with counsel of the County's own choosing, indemnify and hold harmless the County of Kendall, its past, present, and future board members, elected officials, insurers, employees and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto including, but not limited to, attorney's fees and other legal expenses which the County, its board members, elected officials, insurers, employees and/or agents may sustain, incur or be required to pay arising in any manner out of the County's performance or alleged failure to perform its obligations pursuant to the Agreement.
- 6) That the Village of Millbrook shall secure, pay for and maintain throughout the period during which services are provided under this Agreement, general liability insurance with minimum limits of coverage equal to or greater than those limits maintained by the Village on the date of the execution of this agreement attached hereto as Ex. B and incorporated herein by reference. The Village's general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by the County or the County's employees, arising out of the County's performance or alleged failure to perform its obligations pursuant to this Agreement. The Village's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the County upon execution of this Agreement. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the County at least ninety (90) days in advance of such modification or cancellation. The Village shall furnish a copy of its insurance policies for examination by the County at any time upon demand of the County.
- 7) Kendall County shall maintain auto liability coverage for all County owned vehicles used by the County to perform its obligations pursuant to this Agreement. However, the Village of Millbrook shall pay the full cost of the deductible incurred by the County for any auto insurance claims arising out of or related to the County's performance of its obligations pursuant to this Agreement.
 - 8) That this Agreement shall be for a term of four (4) years, commencing on the date of

execution hereof, subject to renewal by the parties at least 30 days before the expiration date, said renewal to be in writing.

- 9) This Agreement may be terminated by either party upon 30 days' written notice to the other party.
- 10) This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
- 11) This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 12) The County of Kendall and the Village of Millbrook 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.
- 13) This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision.
- 14) Any notice from either party to the other party hereto shall be in writing and shall be deemed served if mailed by prepaid certified mail addressed as follows:

Kendall County Administrator 111 West Fox Street Yorkville, Illinois 60560

Village of Millbrook PO Box 51 Millbrook, Illinois 60536

VILLAGE OF MILLBROOK	COUNTY OF KENDALL		
BY:	BY:		
Village President- Jackie Kowalski	Chairman of Kendall County Board		
ATTEST:	ATTEST:		
Village Clerk	Kendall County Clerk		

Procedure for Processing Zoning & Subdivision Cases For The Village Of Millbrook Under County/Municipal Intergovernmental Agreement

Under the terms of the intergovernmental Agreements executed between the Village of Millbrook and Kendall County, the County PBZ staff as well as the Kendall County ZPAC, Concept Review Committee, Regional Planning Commission, and Zoning Board of Appeals, will serve as the municipal staff and the municipal recommending bodies in providing the Village Board with recommendations on applications for zoning map amendments, Special Uses, subdivision plat approvals and zoning variance requests involving properties within the corporate boundaries or proposed for annexation into the corporate boundaries of the municipality. In each instance, the Village Board of the municipality shall be responsible for acting on the recommendations supplied and adopting any related ordinances approving such requests. The following outline shall be followed when filing and processing such applications:

1. Pre-Application Meeting:

Prior to the submission of any applications, the petitioner shall schedule a joint "pre-application" meeting with County staff and representatives of the affected municipality to review the proposed request and provide preliminary feedback as well as guidance regarding the steps involved in the processing of the application.

2. Filing of an Application:

- a.) Using the applicable application forms and handouts provided by the County, the petitioner will submit the requisite number of copies of application and supporting documents and plans along with all required fees to the Kendall County Planning Building and Zoning Department (PBZ).
- b.) Simultaneous to that filing, the applicant shall forward an original copy of the application forms along with a copy of all related plans and supporting documents to the Village Clerk of the affected municipality for creation of the Village's Official file on the matter.

3. Review and Processing of Zoning Map Amendments and Special Uses:

a.) Zoning Map Amendments and Special Uses, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County's ZPAC Committee, representatives from

- the affected municipality will be invited to participate as sitting members of the committee.
- b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
- c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.
- d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.
- e.) All notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- f.) The County shall forward copies of the agenda, staff report and minutes of the ZPAC meeting to KCRPC as well as the Clerk of the affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion the Official Village file.
- g.) The County shall post copies of the agenda as required per County policies.
- h.) The Village Clerk shall also be responsible for posting of the agenda in an approved municipal location.
- i.) Following review and recommendation by the Regional Plan Commission, petitions involving a zoning map amendment shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the zoning matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- j.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior

- to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- k.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- 1.) The County shall forward copies of the agenda, staff report and copy of the minutes of the KCRPC meeting to the ZBA as well as to the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- m.) The County shall post copies of the ZBA agenda as required per County policies. The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- n.) If the application involves a request for a Special Use, the petition shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the Special Use as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- o.) All required notices required per State Statute and the County Zoning Ordinance shall be mailed and posted prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- p.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- q.) The County shall forward copies of the agenda, staff report and minutes of the KCRPC meeting to the ZBA as well as the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- r.) The County shall post copies of the agenda as required per County policies.
- s.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.

- t.) Following review and recommendation by the ZBA, PBZ staff will forward to the appropriate Village Board a report summarizing all of the recommendations and actions taken by each of the review and recommending bodies along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- u.) Along with the report, PBZ staff will prepare a draft ordinance approving the requested map amendment or Special Use for action by the Village Board. The summary report and draft ordinance in addition to a copy of the minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
- v.) In the event a related annexation hearing is required, the Clerk shall coordinate with the applicant to insure proper notice has been supplied and shall be responsible for the preparation and posting of Board's Agenda.
- w.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- x.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.
- 4. Review and Processing of Preliminary and Final Subdivision Plats:
 - a.) Preliminary and/or Final Plats, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County's ZPAC Committee, representatives from the affected municipality will be invited to participate as sitting members of the committee.
 - b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
 - c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the ZPAC members and the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.

- d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.
- e.) All required notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner.
- f.) The County shall forward copies of the agenda, staff report and a copy of the minutes of the ZPAC meeting to the KCRPC as well as the Clerk of affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion the Official Village file.
- g.) The County shall post copies of the agenda as required per County policies.
- h.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- i.) Following review and recommendation by the KCRPC, PBZ staff will prepare a report to the appropriate Village Board summarizing all of the recommendations and actions taken by each of the review and recommending bodies.
- j.) In addition to the summary the report, PBZ staff will prepare a draft ordinance approving the requested Preliminary and/or Final Plat for action by the Village Board. The summary report and draft ordinance shall NOT be forwarded to the appropriate Village Clerk for scheduling of the matter for action by the Village Board until such time as formal approval of the related preliminary and/or final engineering plans and or other supporting documents or agreements has been granted.
- k.) Once these approvals are received, PBZ staff will forward the summary report and draft ordinance in addition to a copy of the minutes of the KCRPC meeting to the appropriate Village Clerk along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.

- 1.) The Village Clerk shall then schedule the matter for action by the Village Board and prepare the related agendas for posting.
- m.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- n.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

5. Review and Processing of Zoning Variance:

- a.) Zoning Variances shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- b.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- c.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- d.) The County shall prepare and forward copies of the agenda and staff report to the ZBA as well as the Clerk of affected municipality for filing along with copies of any related plans, documents or supporting information submitted to the county by the petitioner in support of the application.
- e.) The County shall post copies of the agenda as required per County policies.
- f.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- g.) Following review and recommendation by the ZBA, the PBZ staff will forward a report summarizing the findings and recommendations made by ZBA along with copies of any related plans, documents or supporting information submitted to the

- county by the petitioner in support of the application. Along with the report, PBZ staff will prepare a draft ordinance approving the variance for action by the Village Board.
- h.) The summary report, draft ordinance and minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
- i.) The Village Clerk shall be responsible for the preparation and posting of Board's Agenda.
- j.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- k.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Julia Reynolds	
Illinois Municipal League Risk Management Association	PHONE (A/C, No, Ext); (217) 444-1199 FAX (A/C, No):	217) 477-6799
c/o Cannon Cochran Management Services, Inc. Towne Centre Building 2 East Main Street Danville, IL 61832	E-MAIL ADDRESS: jreynolds@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Illinois Municipal League Risk Management Association	
INSURED VILLAGE OF MILLBROOK ATTN: STEVE MOELLER PO BOX 51 MILLBROOK IL 60536-0051	INSURER B:	
	INSURER C:	
	INSURER D :	
	INSURER E :	
	INSURER F:	

CERTIFICATE NUMBER: REVISION NUMBER: COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR TR	TYPE OF INSURANCE	ADDL SUBR	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S
A	CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC		1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ \$ \$ \$ \$ \$
4	OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY	:4	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$
	WMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE		1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	\$ 7,000,000 \$ 16,000,000 \$
4	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	1/1/2024	1/1/2025	X PER STATUTE OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 3,000,000 \$ 3,000,000 \$ 3,000,000
A	PROP / IM / APD	W	1/1/2024	1/1/2025	per occurrence	250,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) COUNTY OF KENDALL, ITS MEMBERS, REPRESENTATIVES, OFFICERS, AGENTS AND EMPLOYEES, ADDITIONAL INSURED ONLY AS RESPECTS TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MILLBROOK AND THE COUNTY OF KENDALL. COVERAGE DOES NOT APPLY TO BI/PD CAUSED BY SOLE NEGLIGENCE OF ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF KENDALL, ITS MEMBERS, REPRESENTATIVES, OFFICERS, AGENTS AND EMPLOYEES

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED RE



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ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION

ENDORSEMENT #56 GENERAL PURPOSE ENDORSEMENT ADDITIONAL COVERED PARTIES COVERAGE ENDORSEMENT

Member: VILLAGE OF MILLBROOK Agreement No.

Effective Date: 01/01/2024 - 01/01/2025

Named Additional Protected Party or Entity: COUNTY OF KENDALL, ITS MEMBERS,

REPRESENTATIVES, OFFICERS, AGENTS AND EMPLOYEES

Name of Protected Subject Matter:

INTERGOVERNMENTAL AGREETMENT

With Respect to Contract or Agreement Titled (if applicable):

INTERGOVERNMENTAL

AGREEMENT

Protection extends to the additional protected party or entity, and its employees, and agents.

COVERAGE EXTENSION. The coverages afforded by forms RMA L, RMA 1, RMA 2, RMA 4, RMA 5, and RMA 6, including all terms, conditions, limitations, exclusions and provisions contained therein, are extended to include the coverage afforded hereunder subject to the following additional limitations:

A. The coverage provided to the additional protected party or entity applies only to "bodily injury", "property damage", "personal injury", "advertising injury", or "wrongful act", but only with respect to liability for "bodily injury", "property damage", "personal injury" and "advertising injury" or "wrongful act" caused, in whole or in part, by:

The negligent acts or omissions of the Member, its employees, elected or appointed officials, volunteers, service contractors, or consultants engaged or authorized by the Member to act on its behalf, in the performance of the Member's ongoing operations while acting on behalf of the above-mentioned subject matter.

Coverage does not apply to "bodily injury" or "property damage" if the acts or omissions of the Member or those acting on behalf of the Member in conjunction with the abovementioned subject matter did not directly cause the "occurrence", "wrongful act" or other incident that results in a claim against the additional protected party or entity.

The coverage provided to the additional protected party or entity is subject to all other terms, conditions, and exclusions of the Association's coverage grant(s).

B. However, regardless of the provisions of paragraph A above:

- 1. The Association will not extend any coverage to any additional protected party or entity:
 - a. That is not provided to the Member in the underlying coverage grant;
 - b. That is any broader coverage than the Member is required to provide to the additional protected party or entity in any written contract or written agreement; and
- 2. The Association will not provide limits of coverage to any additional protected party or entity that exceed the lower of::
 - a. \$1,000,000 per occurrence and \$1,000,000 annual aggregate; or
 - b. The limits of coverage the Member is required to provide in any written contract or written agreement.

All other terms, conditions, limitations, exclusions and provisions of forms RMA L, RMA 1, RMA 2, RMA 4, RMA 5, and RMA 6 remain unchanged.



Kendall County Agenda Briefing

Meeting Type: Committee of the Whole

Meeting Date: 8/15/2024

Subject: Lease for Mail Machines at County Office Buildings (502 & 504 S. Main

Street

Prepared by: Dan G. Polvere

Department: Facilities Management

Action Requested:

Review and Approve 5-year Lease with Pitney Bowes for Mail Machines at the County Office Buildings located at 502 & 504 S. Main Street

Board/Committee Review:

N/A

Fiscal impact:

The total contract cost is \$59,251.80

PITNEY BOWES CONTRACT					
	COB	Clerk Bldg	Total		
Quarterly Cost	\$ 1,732.50	\$ 1,229.76	\$ 2,962.59		
4Quarters	4	4	4		
Annual Cost	6,930.00	4,919.04	11,850.36		
60-Month Lease	5	5	5		
Total Contract Cost	\$34,650.00	\$24,595.20	\$59,251.80		

There is enough funding in the Postage Account to cover the new lease costs. No need for a budget revision.

Background and Discussion:

An additional Mail Machine is needed in the new County Office Building located at 504 S. Main Street for use by the Clerk, Recorder and Election departments. The lease for the current Mail Machine located at 804 S. Main Street ends in September, 2024. This new lease will cover both units.

Kendall County Agenda Briefing Meeting Date: 8/15/2024 Subject: Pitney Bowes Five Year Lease

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Staff Recommendation:

Approve 5-year Lease with Pitney Bowes for Mail Machines at the County Office Buildings located at 502 & 504 S. Main Street

Attachments:

Pitney Bowes Agreement



NASPO ValuePoint FMV Lease Agreement (Option C)

		1	1		1				
Agreement Number									

Your Business Information Full Legal Name of Lessee / DBA Name of Lessee Tax ID # (FEIN/TIN) Kendall County Accounts Payable Dept 366006598 Sold-To: Address 504 S Main St, Yorkville, IL, 60560, US **Sold-To: Contact Name** Sold-To: Contact Phone # Sold-To: Account # 6305534171 0018573775 Nancy Villa Bill-To: Address 504 S Main St, Yorkville, IL, 60560, US **Bill-To: Contact Name Bill-To: Contact Phone #** Bill-To: Email Bill-To: Account # 6305534171 0018573775 nvilla@kendallcountyil.gov Nancy Villa Ship-To: Address Multi-Location **Ship-To: Contact Name** Ship-To: Contact Phone # Ship-To: Account #

PO #

Your Business Needs

Qty	Item	Business Solution Description	
1	SENDPROMAILCENTER	Ship to Yorkville, IL MailCenter	
1	1FWX	15lb Interfaced Weighing Feature	
1	7W00	MailCenter Meter	
1	APAXL	Cost Acctg Accounts Level (100)	
1	APKG	SendPro 360 Shipping Feature	
1	APSD	145/70 LPM Speed	
1	AZBG	Black Graphics Upgrade	
1	CAABL	Basic Cost Acctg for SP MailCenter	
1	F9PG	PowerGuard Service Package	
1	HV1P	MailCenter Printer	
1	HV96000	MailCenter Weighing Platform	
1	HVBB	MailCenter 2000	
1	M9SS	USPS Tracking Services	
1	ME1C	Meter Equipment - Low	

1	MW90007	Drop Stacker		
1	MW92705	MailCenter 15in Display		
1	SJM2	SoftGuard - 2000		
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)		
1	SYTOL3	Activation for SP Auto, SP P Series		
1	SENDPROMAILCENTER	Ship to Yorkville, IL MailCenter		
1	1FWX	15lb Interfaced Weighing Feature		
1	7W00	MailCenter Meter		
1	APAXL	Cost Acctg Accounts Level (100)		
1	APKG	SendPro 360 Shipping Feature		
1	APSD	145/70 LPM Speed		
1	AZBG	Black Graphics Upgrade		
1	CAABL	Basic Cost Acctg for SP MailCenter		
1	F9PG	PowerGuard Service Package		
1	HV1P	MailCenter Printer		
1	HV96000	MailCenter Weighing Platform		
1	HVBB	MailCenter 2000		
1	M9SS	USPS Tracking Services		
1	ME1C	Meter Equipment - Low		
1	MW90007	Drop Stacker		
1	MW92705	MailCenter 15in Display		
1	SJM2	SoftGuard - 2000		
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)		
1	SYTOL3	Activation for SP Auto, SP P Series		
1	SHIPPING360	Ship to Yorkville, IL Shipping 360		
1	1E53	SP100 Network SendKit		
1	ALMSP360	ALM Support for SP360 Cost Accounts		
1	DATARETAIN-SND0	Data Retain Sending 0		
		I e e e e e e e e e e e e e e e e e e e		

1	OVERAGEVOL1	Overage Volume Band 1 - \$0.15 Per Piece	
1	PS-PRO-B	PS Pro - 100 Transactions Per Month	
1	PTK3	Meter Integration	
1	PTKHV	PitneyShip MailCenter Integration	
1	PTNY-ANALYTICS	PitneyAnalytics	
2	SL-ENV-CFW1	PB #10 Gumd Wht Cert Full Wndw Secr Env	
	SSS4	Implementation Half Day Rate - Solutions	
	SSSD	Implementation Day Rate	
	SSSD	Implementation Day Rate	
1	STDSLA	Standard SLA-Equipment Service Agreement (for Shipping 360)	
1	SYAD31	Analytics 360 Tier A	
1	SYMOL3	Activation for DM30x-DM40x, SP C Series	
1	SHIPPING360ADDON	Ship to Yorkville, IL Shipping 360 - PitneyShip Pro Add-on	
1	1E53	SP100 Network SendKit	
2	SL-ENV-CFW1	PB #10 Gumd Wht Cert Full Wndw Secr Env	
	SSSD	Implementation Day Rate	
1	STDSLA	Standard SLA-Equipment Service Agreement (for Shipping 360 - PitneyShip Pro Add-on)	
		<u> </u>	

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount	:	() Tax Exempt Certificate A
Number of Months	Monthly Amount	Billed Quarterly at*	() Tax Exempt Certificate N
60	\$ 987.43	\$ 2,962.29	() Purchase Power® transa

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*Does not include any applicable sales, use, or property taxes which will be billed separately.

If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

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() Tav	Evamnt	Certificate	Attached
١,	/ Iax	LACITIPE	Certificate	Allaciica

Not Required

action fees included

⁽X) Purchase Power® transaction fees extra

conditions of this contract will govern this transaction and be binding on us aftincluded in the Order, additional terms apply which are either (i) included in yo	e's contract, which is available at http://www.pb.com/states and is incorporated by reference. The terms and er we have completed our credit and documentation approval process and have signed below. If software is our State's contract which is available at http://www.pb.com/states or (ii) available by clicking on the hyperlink ney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.
NASPO VALUEPOINT CTR058808; 23-510CPOGS-CPOGS-R-143571 State/Entity's Contract#	
Lessee Signature	Pitney Bowes Signature
Print Name	Print Name
Title	Title
Date	Date
Email Address	
Sales Information	
Keelan Alberts	keelan.alberts@pb.com

Email Address

Your Signature Below

Account Rep Name

Y103341084

PBGFS Acceptance