

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, May 16, 2017 at 9:00 a.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month's Minutes
5. Approval of Agenda
6. Special Recognition
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
 - A. Approval of Purple Heart Proclamation
 - B. Special Presentation by the Oswego Rotary Club to Deputy Wayne Dial for 10 years with Operation Impact
 - C. Approval of Chicago HIDTA Security Officer & Facility Manager Contract
 - D. Approve HIDTA Purchase Request for Trunarc handheld chemical identifications systems from Thermo Scientific Portable Analytical Instruments in the amount of \$202,419.36
 - E. Approval of Scott Koeppel as Acting County Administrator with a stipend of \$500 per pay period for a period not to exceed 6 months
12. Elected Officials Report and Other Department Reports
 - A. Sheriff
 - B. County Clerk
 - C. Treasurer
 - D. Clerk of the Court
 - E. State's Attorney
 - F. Coroner
 - G. Health Department
 - H. Supervisor of Assessments
13. Standing Committee Reports
 - A. Planning, Building & Zoning
 1. Approve Map Amendment for an 3.2 Acre Parcel Located at the Northeast Corner of Burkhart Drive and Douglas Road (2380 Douglas Road) Rezone from R-1 to R-3
 2. Revocation of a Special Use Permit at the Property Located at the Northwest Corner of Fox River Drive and Crimmin Road Identified by Parcel ID Numbers 04-30-200-003 and 04-29-100-007
 3. Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2017 NPDES – MS 4 Requirements
 4. Approval of Proposal from Jensen in the Amount of \$3,800 to Remove Brush Piles and Related Work in the Tanglewood Trail Subdivision
 - B. Law, Justice & Legislation
 1. Approval of Squad Car Video Recording System RFP
 - C. Administration/HR
 1. Approval of Electric Aggregation Supplier and Contract Terms and Authorize County Board Chair to sign Final Agreement with Dynegy Energy for 3 years
 - D. Highway
 - E. Facilities
 - F. Economic Development
 1. Approve Revolving Loan Fund loan to Priscilla Liberatore, James A. Manfre, and Michael Manfre for Lucky Beef N Dogs in an amount of \$32,500 at 2.9% interest rate and 6 year amortization
 - G. Finance

1. Approve Claims in an amount not to exceed \$ 1,105,805.78 and Grand Juror Claims in an amount not to exceed \$ 272.77

2. Approve Coroner Claims in an amount not to exceed \$ 1,115.00

H. Health & Environment

I. Labor and Grievance

J. Committee of the Whole

K. Standing Committee Minutes Approval

14. Special Committee Reports

A. VAC

B. Historic Preservation

C. Juvenile Justice Counsel

D. UCCI

15. Other Business

16. Chairman's Report

Appointments

Announcements

David Zielke – Board of Review – 2 year term – expires June 2019

Theodore Schneller – Board of Review Alternate – 2 year term – expires June 2019

17. Citizens to be Heard

18. Questions from the Press

19. Executive Session

20. Adjournment

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
April 18, 2017**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, April 18, 2017 at 10:15 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Matt Kellogg, Matt Prochaska and John Purcell.

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

THE MINUTES

Member Cullick moved to approve the submitted minutes from the Adjourned County Board Meeting of 3/21/17. Member Gilmour seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Chairman Gryder asked to strike item 11c from the agenda. Member Cullick moved to approve the amended agenda. Member Gilmour seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

CITIZENS TO BE HEARD

Todd Milliron spoke about the Circuit Clerk's appointment, nepotism, and what line item the COBRA payment will come out of and who is included in the coverage.

EXECUTIVE SESSION

Member Cullick made a motion to go into Executive Session for (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body. Member Purcell seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

Member Davidson made a motion to move finance, highway and facilities reports to number 10 on the agenda. Member Purcell seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

Finance

CLAIMS

Member Cullick moved to approve the claims submitted in the amount not to exceed \$557,649.54, Election Judge claims in an amount not to exceed \$50,623.08, and Grand Juror Claims from in an amount not to exceed \$280.26. Member Kellogg seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$48,640.52, B&Z \$958.66, CO CLK & RCDR \$900.63, ELECTION \$15,919.32, ED SRV REG \$5,900.17, SHRFF \$18,902.87, CRRECTNS \$28,267.05, EMA \$1,217.21, CRCT CT CLK \$1,693.01, JURY COMM \$66.38, CRCT CT JDG \$4,667.64, CRNR \$2,207.24, CMB CRT SRV \$1,984.12, PUB DFNDR \$3,140.14, ST ATTY \$3,608.32, SPRV OF ASSMNT \$1,268.19, TRSR \$17,415.31, AUD & ACCT \$12,125.00, PPOST \$86.08, OFF OF ADM SRV \$229.69, GNRL INS & BNDG \$54.00, CO BRD \$879.45, TECH SRV \$9,109.43, CAP EXPEND \$1,280.00, ECON DEV \$100.00, CO HWY \$15,744.80, CO BRDG \$5,043.09, TRNSPRT SALES TX \$23,487.08, HLTH & HMN SRV \$86,927.37, FRST PRSRV \$4,202.21, ELLIS HS \$940.53, ELLIS BRN \$206.35, ELLIS RDNG LSSNS \$1,158.82, ELLIS WDDNGS \$130.34, HOOVER \$3,025.37, ENV ED CMPS \$2.79, ENV ED NTRL BGNNGS \$270.42, ENV ED OTHR PUB PRGMS \$89.94, ENV ED LWS OF NTR \$23.34, NTRL AREA VLNTR \$54.09, GNDS & NTRL RSRCs \$3,188.64, ANML CNTRL EXPS \$401.71, HIDTA \$92,846.80, SHRFF RNG FND \$404.97, CMSRY FND \$45.00, COOK CO REIMB FND \$9,365.00, CRT SEC FND \$92.22, CRT AUTOMA \$145.00, PRBTN SRV EXP FND \$4,007.33, KC DRUG CT FND \$3,895.70, KAT \$37,290.87, PUB SFTY \$76,842.78, SHRFF FTA FND \$2,323.57, VAC \$3,978.98, CRNR SPCL FND \$594.00, FP BND PRCDS '07 \$300.00

Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Coroner Claims

Member Cullick moved to approve the coroner claims in the amount not to exceed \$2,801.24. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Purcell who voted present. **Motion carried.**

Highway

KC-TAP Funding

Member Cullick moved to approve the increase in the KC-TAP funding for the Kennedy Road Path from the current \$50,000 to a proposed \$80,000. Member Purcell seconded the motion.

Members discussed the rules for funding and what will be accomplished with the project.

Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Gilmour who abstained and Kellogg who voted present. **Motion carried.**

County and Township Motor Fuel Tax Projects

Member Kellogg moved to approve the resolution awarding all County and Township motor fuel tax projects to the low bidders, as identified on said resolution. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 17-15 is available in the Office of the County Clerk.

West Side Tractor

Member Kellogg moved to award the bid to West Side Tractor in the amount of \$151,824.69 for a new 2017 John Deere 624K II front end loader. Member Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

WIKADUKE Trail

Member Kellogg moved to approve the preliminary engineering agreement between Kendall County and Cemcon, Ltd. to study the alignment of the WIKADUKE Trail at a cost of \$49,117; said funds to be taken from the Transportation Sales Tax Fund. Member Davidson seconded the motion.

Members discussed who is going to take the lead on this and the alignment plan.

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

A complete copy of IGAM 17-11 is available in the Office of the County Clerk.

Little Rock Road

Member Kellogg moved to approve the preliminary engineering services agreement between Kendall County and Willett Hofmann & Associates for replacement of a double box culvert on Little Rock Road at a cost not-to-exceed \$103,436.47; said funds to be taken from the Transportation Sales Tax Fund. Member Davidson seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 17-12 is available in the Office of the County Clerk.

Facilities

Janitorial Services

Member Davidson moved to approve the three (3) year janitorial services contract with Cleaner Living Services, Inc. in the amount of \$16,185.12 per month. Member Purcell seconded the motion.

Members discussed the bids that were received and how the bids were made comparable.

Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Gryder and Purcell. **Motion carried 5-2.**

A complete copy of IGAM 17-13 is available in the Office of the County Clerk.

Meeting Time

Member Davidson moved to approve the change to the monthly facilities management committee meeting time from 3:30 pm to 4:00 pm on the first Monday of each month. Member Purcell seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

NEW BUSINESS

National Police Week

Member Purcell moved to approve the National Police Week Proclamation. Member Kellogg seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

A complete copy is available in the Office of the County Clerk.

Security Automation System Change Order

Member Purcell moved to approve the change order from Security Automation Systems for \$41,406.68 for the security system project. Member Prochaska seconded the motion.

Undersheriff Martin explained that field devices were needed.

Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Undersheriff Martin stated that they have deduct change orders in the amount of \$141,850.

County Clerk

Revenue Report		3/1/17-3/31/17	3/1/16-3/31/16	3/1/15-3/31/15
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$693.00	\$673.50	\$784.50
	County Clerk Fees - Marriage License	\$990.00	\$1,020.00	\$930.00
	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$30.00
	County Clerk Fees - Misc	\$2,403.42	\$1,718.00	\$1,792.94
	County Clerk Fees - Recording	\$23,800.00	\$23,153.00	\$27,125.00
01010061205	Total County Clerk Fees	\$27,916.42	\$26,564.50	\$30,662.44
01010001185	County Revenue	\$25,442.50	\$24,014.00	\$15,887.00
38010001320	Doc Storage	\$14,252.00	\$13,876.50	\$16,677.50
51010001320	GIS Mapping	\$24,004.00	\$23,335.00	\$28,167.00
37010001320	GIS Recording	\$2,996.00	\$2,911.00	\$3,517.00
01010001135	Interest	\$25.41	\$39.29	\$37.35
01010061210	Recorder's Misc	\$7,924.00	\$4,215.00	\$2,161.50
81010001320	RHSP/Housing Surcharge	\$12,474.00	\$12,123.00	\$14,121.00
37210001575	Tax Certificate Fee	\$1,720.00		
37210001576	Tax Sale Fees	\$60.00		
37210001577	Postage Fees	\$39.54		
CK # 18225	To KC Treasurer	\$116,853.87	\$107,078.29	\$111,230.79

Treasurer

Office of Jill Ferko
Kendall County Treasurer & Collector

Kendall County General Fund
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR FOUR MONTHS ENDED 03/31/2017

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2017 YTD Actual</u>	<u>2017 YTD %</u>	<u>2016 YTD Actual</u>	<u>2016 YTD %</u>
Personal Property Repl. Tax	\$370,000	\$115,406	31.19%	\$91,305	22.46%
State Income Tax	\$2,400,000	\$964,937	40.21%	\$728,392	27.49%
Local Use Tax	\$625,000	\$231,523	37.04%	\$352,380	74.97%
State Sales Tax	\$480,000	\$201,009	41.88%	\$128,402	23.54%
County Clerk Fees	\$330,000	\$136,696	41.42%	\$102,527	28.64%
Circuit Clerk Fees	\$950,000	\$204,719	21.55%	\$290,074	30.53%
Fines & Foreits/St Atty.	\$430,000	\$94,375	21.95%	\$116,667	24.56%
Building and Zoning	\$62,000	\$21,043	33.94%	\$11,891	19.99%
Interest Income	\$37,500	\$21,497	57.32%	\$11,182	37.27%
Health Insurance - Empl. Ded.	\$1,266,058	\$393,069	31.05%	\$380,322	30.42%
1/4 Cent Sales Tax	\$2,920,000	\$1,014,256	34.73%	\$995,298	36.89%
County Real Estate Transf Tax	\$396,420	\$131,199	33.10%	\$99,805	25.18%
Correction Dept. Board & Care	\$875,000	\$265,057	30.29%	\$185,340	24.18%
Sheriff Fees	\$255,000	\$68,422	26.83%	\$84,109	23.69%
TOTALS	\$11,396,978	\$3,863,208	33.90%	\$3,577,693	31.35%
Public Safety Sales Tax	\$5,068,000	\$1,792,976	35.38%	\$1,741,235	36.28%
Transportation Sales Tax	\$4,750,000	\$1,792,976	37.75%	\$1,741,235	40.49%

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

To be on Budget after 4 months the revenue and expense should at 33.32%

State's Attorney

Assistant State's Attorney Leslie Johnson stated that the Open Meeting Act training with the Attorney General's Office is scheduled for May 18, 2017 at 6:00pm in the Jury Assembly room at the Courthouse. Ms. Johnson stated the anti-harassment training will be available online.

Coroner

Description	**	Month: March 2017	Fiscal Year-to-Date	March 2016
Total Deaths		21	116	22
Natural Deaths		19	101	21
Accidental Deaths				
Overdose	**	1	5	0
Motor Vehicle		0	1	0
Other		0	1	0
Pending		0	0	0
Suicidal Deaths	**	1	5	0
Homicidal Deaths		0	1	0
Toxicology		2	15	1
Autopsies		2	15	2
Cremation Authorizations		7	68	12

**

Overdose Death(s):

1. 03/09/2017 – Kendall County Sheriff's Office – 57yo, male – Cocaine & Hydrocodone Toxicity

Suicidal Death(s):

1. 03/23/2017 – Joliet Police – 16 yo, male – Asphyxiation due to Hanging

PERSONNEL/OFFICE ACTIVITY:

1. New Hires: Deputy Coroner David Yahnke was hired on March 23.
2. Senior Deputy Brian Leonard provided 2 presentations for Operation Impact at Oswego East High School on March 2, 2017.
3. Coroner Purcell was appointed as the Director of District 1 of the Illinois Coroner's and Medical Examiner's Association.
4. Coroner Purcell attended training on March 13, 2017, in preparation for the upcoming Dresden Drill in April.
5. The Coroner's Office received an in-service on March 15, 2017 with Gift of Hope and Eversight to develop a program for tissue and cornea donation.

Member Flowers was excused at 12:30 pm.

STANDING COMMITTEE REPORTS

Planning, Building and Zoning

Building Safety Month

Member Gryder moved to approve the proclamation declaring May as Building Safety Month. Member Davidson seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

A complete copy is available in the Office of the County Clerk.

Member Purcell moved to move #3 to #2. Member Davidson seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

Map Amendment Rezoning

Member Kellogg moved to approve the ordinance – map amendment rezoning an 8.8 acre parcel located at 790 Eldamain Road from A-1 to M-1. Member Prochaska seconded the motion.

Member Davidson stated that there is a legal objection that has been filed and ¾ of the full board is needed to take action.

Member Prochaska moved to postpone the item until the May 2, 2017 meeting. Member Davidson seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

Member Purcell moved to go to the Chairman's report. Member Prochaska seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Chairman's Report

APPOINTMENT

Joe Steffen – Newark Sanitary Board – 3 year term – expires May 2020
Tom LeCuyer – Zoning Board of Appeals – 5 year term – expires July 2017
Jim Horton – Lisbon Seward Fire District – 3 year term – expires April 2020
Paul Anderson – Oswego Fire Protection District – 3 year term – expires April 2020
Rodger Long – Oswego Fire Protection District – 3 year term – expires April 2020
Robert Tripp – Oswego Fire Protection District – 3 year term – expires April 2020
Ken Johnson – Bristol Kendall Fire Protection District – 3 year term – expires April 2020
David Stewart – Bristol Kendall Fire Protection District – 3 year term – expires April 2020
Judy Gilmour replacing Elizabeth Flowers on the Highway Committee
Elizabeth Flowers replacing Bob Davidson on the Admin HR Committee

Member Purcell moved to approve the appointments. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

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

Approved and submitted this 21st day of April, 2017.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

**PROCLAMATION
COUNTY OF KENDALL, ILLINOIS**



A PURPLE HEART COUNTY

WHEREAS, the County of Kendall in the State of Illinois has great appreciation and gratitude for all men and women who selflessly served their country and our community in the Armed Forces; and

WHEREAS, Veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women from the County of Kendall who served in Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our residents, and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly make sure we never forget; and

WHEREAS, the County of Kendall has a large, highly decorated veteran population, many who have earned the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service.

THEREFORE, BE IT PROCLAIMED that the Board of the County of Kendall, Illinois hereby proclaims the County of Kendall as a **PURPLE HEART COUNTY**, and encourages the residents of the County of Kendall to show their appreciation for the sacrifices the Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and show them the honor and support they have earned.

Approved this 16th day of May, 2017

Attest:

Scott R. Gryder, County Board Chairman
Recorder

Debbie Gillette, County Clerk &

Kendall County Clerk				
Revenue Report		4/1/17-4/30/17	4/1/16-4/30/16	4/1/15-4/30/15
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$701.00	\$752.00	\$811.50
	County Clerk Fees - Marriage License	\$1,050.00	\$1,080.00	\$1,170.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
	County Clerk Fees - Misc	\$1,337.00	\$1,815.50	\$2,769.00
	County Clerk Fees - Recording	\$24,097.00	\$25,633.00	\$28,620.00
01010061205	Total County Clerk Fees	\$27,185.00	\$29,280.50	\$33,370.50
01010001185	County Revenue	\$32,860.00	\$22,829.75	\$39,577.50
38010001320	Doc Storage	\$14,131.00	\$15,394.00	\$17,045.50
51010001320	GIS Mapping	\$23,788.00	\$25,928.00	\$28,748.00
37010001320	GIS Recording	\$2,970.00	\$3,238.00	\$3,590.00
01010001135	Interest	\$20.97	\$33.96	\$32.41
01010061210	Recorder's Misc	\$3,573.50	\$1,178.00	\$6,450.00
81010001320	RHSP/Housing Surcharge	\$12,618.00	\$13,536.00	\$14,607.00
37210001575	Tax Certificate Fee	\$1,640.00		
37210001576	Tax Sale Fees	\$30.00		
37210001577	Postage Fees	\$0.00		
CK # 18236	To KC Treasurer	\$118,816.47	\$111,418.21	\$143,420.91
Death Certificate Surcharge sent from Clerk's office \$732.00 ck # 18234				
Dom Viol Fund sent from Clerk's office \$175.00 ck 18235				

Office of Jill Ferko

Kendall County Treasurer & Collector
111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR FIVE MONTHS ENDED 04/30/2017

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2017 YTD Actual</u>	<u>2017 YTD %</u>	<u>2016 YTD Actual</u>	<u>2016 YTD %</u>
Personal Property Repl. Tax	\$370,000	\$214,203	57.89%	\$167,728	41.27%
State Income Tax	\$2,400,000	\$964,937	40.21%	\$819,115	30.91%
Local Use Tax	\$625,000	\$231,523	37.04%	\$394,663	83.97%
State Sales Tax	\$480,000	\$33,996	7.08%	\$148,568	27.24%
County Clerk Fees	\$330,000	\$164,612	49.88%	\$129,091	36.06%
Circuit Clerk Fees	\$950,000	\$281,742	29.66%	\$290,074	30.53%
Fines & Foreits/St Atty.	\$430,000	\$130,048	30.24%	\$116,667	24.56%
Building and Zoning	\$62,000	\$27,544	44.43%	\$18,156	30.51%
Interest Income	\$37,500	\$32,208	85.89%	\$15,005	50.02%
Health Insurance - Empl. Ded.	\$1,266,058	\$481,719	38.05%	\$464,801	37.18%
1/4 Cent Sales Tax	\$2,920,000	\$1,210,113	41.44%	\$1,186,971	43.99%
County Real Estate Transf Tax	\$396,420	\$156,642	39.51%	\$123,819	31.23%
Correction Dept. Board & Care	\$875,000	\$312,237	35.68%	\$218,820	28.55%
Sheriff Fees	\$255,000	\$86,775	34.03%	\$105,323	29.67%
TOTALS	\$11,396,978	\$4,328,298	37.98%	\$4,198,800	36.80%
Public Safety Sales Tax	\$5,068,000	\$2,135,279	42.13%	\$2,094,839	43.64%
Transportation Sales Tax	\$4,750,000	\$2,135,279	44.95%	\$2,094,839	48.72%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 5 months the revenue and expense should at 41.65%

EXPENDITURES

All General Fund Offices/Categories

\$27,840,244 \$11,188,129 40.19% \$10,548,468 37.46%



KENDALL COUNTY CORONER
— JACQUIE PURCELL —

Description	**	Month: April 2017	Fiscal Year-to-Date	April 2016
Total Deaths		22	138	19
Natural Deaths		21	123	18
Accidental Deaths				
Overdose		0	6	0
Motor Vehicle		0	1	1
Other	**	1	2	0
Pending		0	0	0
Suicidal Deaths		0	5	0
Homicidal Deaths		0	1	0
Toxicology		1	16	1/11
Autopsies		1	16	0/6
Cremation Authorizations		11	81	8/61

**

Accidental Death (Other)

1. 04/06/2017 – KCSO – 64yo, male – Traumatic/Mechanical Asphyxiation

PERSONNEL/OFFICE ACTIVITY:

1. Deputy Coroners Levi Gotte and Katrina Busa attended the Basic Medicolegal Death Investigator Training at St. Louis University on April 3 –7.
2. Coroner Purcell participated in the Dresden Nuclear Drill on April 19 hosted by Kendall County Emergency Management.
3. Coroner Purcell attended the IACO Spring Conference in Springfield, IL April 24-26.
4. Deputy Coroners Levi Gotte and Jessica Knowles participated in the Operation Prom program at Oswego East High School on April 26.

CARORUM AD CURAM

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Office Building

Rooms 209 & 210

111 W. Fox Street, Yorkville, Illinois

6:30 p.m.

Meeting Minutes of May 8, 2017 – Unofficial until approved

CALL TO ORDER

The meeting was called to order by Chairman Bob Davidson at 7:25 p.m.

ROLL CALL

Committee Members Present: Lynn Cullick, Bob Davidson (Chairman), Judy Gilmour, Scott Gryder, and Matt Kellogg (Vice Chairman)

Committee Members Absent: None

Also Present: Matt Asselmeier (Senior Planner), Dan Kramer (Representing Robert Delaney and the John and Sharon Pagel Living Trust), Glenn Faus, Greg Peterson, and Marla Kunke

APPROVAL OF AGENDA

Motion by Member Gryder, seconded by Member Gilmour, to approve the agenda as presented. With a voice vote of five ayes, the motion carried.

APPROVAL OF MINUTES

Motion by Member Gryder, seconded by Member Kellogg, to approve the minutes from the April 10, 2017 meeting. With a voice vote of five ayes, the motion carried.

EXPENDITURE REPORT

Committee reviewed the claims report. Motion by Member Gryder, seconded by Member Kellogg to approve the claims report. With a voice vote of five ayes, the motion carried.

PUBLIC COMMENT

None

PETITIONS

16-14 Robert Delaney (Petitioner Requests a Layover Until June 12, 2017 Meeting)

Request: Special Use Permit to Operate an Outdoor Shooting Range

Location: 16502 Church Road, Lisbon Township

Motion by Member Gryder, seconded by Member Gilmour, to layover the petition until the June 12, 2017 meeting.

The Committee is waiting on the petitioner to submit a lead management plan. If the petitioner does not submit a lead management plan before the June meeting, the petition will be laid over again at the June meeting.

Ayes: Cullick, Gilmour, Gryder, Kellogg, and Davidson (5)

Nays: None (0)

Absent: None (0)

The motion to layover the petition carried.

16-26 John and Sharon Pagel Living Trust

Request: Rezone Property from R-1 to R-3

Location: 2380 Douglas Road (PIN: 03-15-251-009), Oswego Township

Motion by Member Kellogg, seconded by Member Gryder, to recommend approval of a map amendment rezoning 2380 Douglas Road from R-1 to R-3.

Mr. Asselmeier explained that the petitioner desires the rezoning in order to subdivide the parcel and construct an additional home on the eastern part of the property. The Kendall County Regional Planning Commission unanimously recommended denial of this request because of stormwater drainage concerns and inconsistency with development in the area because this parcel would be the only parcel on the east side of Douglas Road in this area zoned R-3. At the Zoning Board of Appeals public hearing, the petitioner invited a stormwater engineer that testified that the proposed house and yard would cause a reduction of stormwater from leaving the property. Also, the petitioner argued that any stormwater concerns about the property were site development issues and not zoning issues. The Zoning Board of Appeals recommended approval of this map amendment by a vote of 6-1. One member said that they voted in favor of the request because of the testimony of the engineer. The member that voted no said that he did not agree with having one parcel zoned R-3 while the rest of the subdivision was zoned R-1. The minimum lot size in the R-1 is 130,000 square feet; the minimum lot size in the R-3 is 45,000 square feet. Mr. Asselmeier read the findings of fact.

Mr. Kramer, representing the petitioner, discussed the stormwater drainage in the area. The location of the proposed house is the highest point on the proposed lot. The western lot would be approximately 1.7 acres and the eastern parcel would be approximately 1.2 acres. The immediate neighbors to the east and west did not object to the request. The Village of Oswego did not object to the proposal and the Township of Oswego recommended approval. The driveway will be hard surfaced. Mr. Kramer stated that two homes in the area were demolished, but the stormwater was not the only cause for the demolitions. Wolf Road is maintained by the Village and Township of Oswego.

Mr. Faus explained that he was concerned about the new home specifically; he would like the County to enforce stormwater regulations.

Ayes: Cullick, Gilmour, Gryder, Kellogg, and Davidson (5)

Nays: None (0)

Absent: None (0)

The motion carried. The proposed map amendment will be forwarded to the County Board for their May 16th meeting.

17-10 Samantha Dippold

Request: Revocation of a Special Use Permit

Location: Northwest Corner of Fox River Drive and Crimmin Road (PINs: 04-30-200-003 and 04-29-100-007), Fox Township

Motion by Member Cullick, seconded by Member Kellogg, to recommend approval of a map amendment rezoning 2380 Douglas Road from R-1 to R-3.

Mr. Asselmeier read the memo on this proposal. A special use permit was granted for the subject property in 1986. The special use permit allowed for the creation of a 42 lot residential subdivision with lot sizes smaller than normally allowed in a R-2 district. The lot sizes varied from less than one acre to 24.1 acres. Instead of granting variances, the County Board approved the entire development as a special use. The planned development did not occur and the petitioner desires to build a house on a portion of the property. Staff expressed no concerns regarding her request, but did advise that the other individuals owning property in the development seek a revocation of the special use permit.

Ayes: Cullick, Gilmour, Kellogg, and Davidson (4)

Nays: None (0)

Present: Gryder (1)

The motion carried. The proposed special use permit revocation will be forwarded to the County Board for their May 16th meeting.

NEW BUSINESS

Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2017 NPDES-MS4 Requirements

Motion by Member Kellogg, seconded by Member Cullick, to recommend approval the agreement between WBK Engineering and Kendall County for Work Related to the Submittal of the Annual Report for the 2017 NPDES-MS4 requirements.

Mr. Asselmeier read his memo regarding the proposal. The proposal is the same as the 2016 proposal with the same fee of \$1,700.

Ayes: Cullick, Gilmour, Gryder, Kellogg, and Davidson (5)

Nays: None (0)

Absent: None (0)

The motion carried. The proposal will be forwarded to the County Board for their May 16th meeting following legal review by the State's Attorney's Office.

OLD BUSINESS

Update on Billboards

Mr. Asselmeier presented the memo regarding billboards. At the December 16, 2013 PBZ meeting, discussion occurred regarding regulatory takings and the removal of billboards. Mr. Asselmeier stated that the billboard located at Hafenrichter and Route 34 was governed by a special use permit that contained a timeline. The owner has been notified and given until May 22nd to respond by either renewing the special use permit or starting the process of removing the billboard.

Update on Screening at 9111 Ashley Road

Mr. Asselmeier presented pictures of the Colorado blue spruce trees and lilac hedges planted at 9111 Ashley Road. Member Gilmour questioned the placement of lilac hedges because of concerns that they would lose their leaves and not block car lights. Member Gilmour also requested more details about the berm. Mr. Asselmeier reported that the owners have met the requirements of the special use permit. Chairman Davidson said that the owners could be invited to a future PBZ Committee meeting.

Authorize Jensen in the Amount of \$3,800 to Remove Brush Piles and Related Work in the Tanglewood Trails Subdivision

Motion by Member Gryder, seconded by Member Cullick, to recommend approval of the proposal by Jensen in the amount of \$3,800 to remove brush piles and related work in the Tanglewood Trails Subdivision.

Staff will check to see the amount of money in this fund.

Ayes: Cullick, Gilmour, Gryder, Kellogg, and Davidson (5)

Nays: None (0)

Absent: None (0)

The motion carried. The bid will be forwarded to the County Board for their May 16th meeting.

Request for Guidance Regarding Outdoor Shooting Range Regulations

Mr. Asselmeier provided information on outdoor shooting range regulations from McHenry County, Kane County, DeKalb County, Grundy County, Will County, and Lake County. Member Kellogg thanked Mr. Asselmeier for his research on the subject. Member Kellogg liked the specificity of the regulations from McHenry County; he would like to see setback regulations included. Member Kellogg also liked that Lake County included archery ranges in their regulations. Discussion occurred regarding recent court decisions related to outdoor shooting ranges. Chairman Davidson requested Committee members to review the information and the Committee will start the process of amending the ordinance at a future meeting.

Approval of Amended Intergovernmental Agreement Between the Village of Millbrook and Kendall County and the Village of Plattville and Kendall County

Mr. Asselmeier informed the Committee that the Village of Millbrook would like to amend Section 6 of the proposed Intergovernmental Agreement. They would like the Village's auto liability and general liability to be secondary coverage. The Village of Plattville will be considering the proposal at their May 15th meeting. The Committee requested that the proposal be forwarded to the State's Attorney's Office for review.

UPDATE FOR HISTORIC PRESERVATION COMMISSION

The Historic Preservation Commission will have a booth at PrairieFest on the Saturday of the event this summer. May is Historic Preservation month.

REVIEW PERMIT REPORT

The Committee reviewed the permit report.

REVIEW REVENUE REPORT

Committee reviewed the revenue report.

CORRESPONDENCE

None

PUBLIC COMMENT

Greg Peterson, 16502 Church Road, asked about the Delaney gun range special use petition. The layovers will continue until they provide a lead management plan. Mr. Peterson requested clarification on the definition of expert testimony. Citizen objections to shooting ranges will require expert testimony based on recent court decisions.

Marla Kunke, 15665 Church Road, requested the County not drop the ball on the proposed gun range and make sure the regulations are specific.

COMMENTS FROM THE PRESS

None

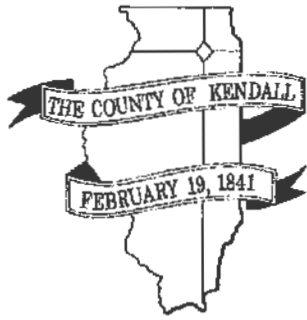
EXECUTIVE SESSION

None

ADJOURNMENT

Member Gryder motioned to adjourn, seconded by Member Cullick. With a voice vote of five ayes, Chairman Davidson adjourned the meeting at 8:25 p.m.

Minutes prepared by Matthew H. Asselmeier, AICP, Senior Planner



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 316

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: County Board
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: May 9, 2017
Re: Petition 16-26 – Proposed Map Amendment for an 3.2 Acre Parcel Located at the Northeast Corner of Burkhardt Drive and Douglas Road (2380 Douglas Road)

On the May 16th County Board agenda, there is a proposed map amendment rezoning approximately 3.2 acres at 2380 Douglas Road from R-1 to R-3. The petitioner desires to subdivide the property and construct another home on the newly created parcel to the east of the existing home.

At the May 8th PBZ Committee meeting, the Committee unanimously recommended approval of the proposed map amendment. The report of decision from the Zoning Board of Appeals hearing, including all reports and minutes of previous meetings, can be found at http://www.co.kendall.il.us/wp-content/uploads/Petition_16-26.pdf.

If you have any questions prior to the May 16th meeting, please let me know.

MHA

ENC: Proposed Ordinance

ORDINANCE NUMBER 2017-_____

**MAP AMENDMENT FOR AN 3.2 ACRE PARCEL LOCATED AT THE NORTHEAST CORNER
OF BURKHART DRIVE AND DOUGLAS ROAD (2380 DOUGLAS ROAD)**

Rezone from R-1 to R-3

WHEREAS, the John and Sharon Pagel Living Trust submitted a request for a map amendment from R-1 to R-3, for a property located at the northeast corner of the intersection of Burkhart Drive and Douglas Road in Oswego Township, more commonly known as 2380 Douglas Road; and

WHEREAS, said property is identified with the tax identification number 03-15-251-009 and the part for rezoning is legally described below; and

THAT PART OF THE NORTH HALF OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID NORTH HALF WITH THE CENTERLINE OF DOUGLAS ROAD; THENCE NORTHERLY, ALONG SAID CENTERLINE OF DOUGLAS ROAD, 488 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY, ALONG SAID CENTERLINE, 223.20 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID NORTH HALF, 643.85 FEET; THENCE SOUTHERLY, PARALLEL WITH SAID CENTERLINE OF DOUGLAS ROAD, 223.20 FEET; THENCE WESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID NORTH HALF, 643.85 FEET TO THE POINT OF BEGINNING IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS.

WHEREAS, the petitioner desires to rezone 3.2 acres to R-3 (One Family Residential District) for the purposes of subdividing the lot and constructing a new home on the proposed eastern lot; and

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.07.F of the Zoning Ordinance, and recommendation for approval by the Zoning Board of Appeals with a vote of 6 ayes and 1 nay on May 1, 2017; and

WHEREAS, the findings of fact were approved as follows:

Existing uses of property within the general area of the property in question. There are rural residential county subdivisions and Village of Oswego municipal subdivisions within the general area.

The Zoning classification of property within the general area of the property in question. A mix of County R-1, R-2, and R-3 as well as Village of Oswego R-1 and R-2 Zoning classifications are in the area.

The suitability of the property in question for the uses permitted under the existing zoning classification. True, the property is suitable to fulfill the petitioner's desires to rezone the property in order to divide the parcel to construct a smaller home.

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed

State of Illinois
County of Kendall

Zoning Petition
#16-26

amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The proposed amendment is for the benefit of the petitioner.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The current zoning of the property is consistent with the Land Resource Management Plan.

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants a zoning map amendment from R-1 to R-3 on the tract of land located and depicted on the drawing attached as "Exhibit A" hereto and incorporated herein.

IN WITNESS OF, this ordinance has been enacted on May 16, 2017.

Attest:

Kendall County Clerk
Dehhie Gillette

Kendall County Board Chairman
Scott R. Gryder

DEVELOPER:

John and Sharon Pagel
2380 Douglas Road
Oswego, Illinois 60543

AREA TO BE REZONED:

143645 Sq.Ft. = 3.2972 Acres

PRESENT ZONING:

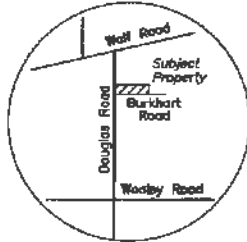
R-1 (Residential District)

PROPOSED ZONING:

R-3 (Residential District)

P.I.N.

03-15-251-009



LOCATION SKETCH
Not to Scale

SCALE
1"=50'

- Indicates Iron Stake Found
- Indicates Iron Stake Set
- Indicates Line of Fence
- - - Indicates Soils Boundary
- Indicates Direction of Drainage
- 72.10 Indicates Existing Spot Elevation
- 72.10 Indicates Existing Contour Elevation

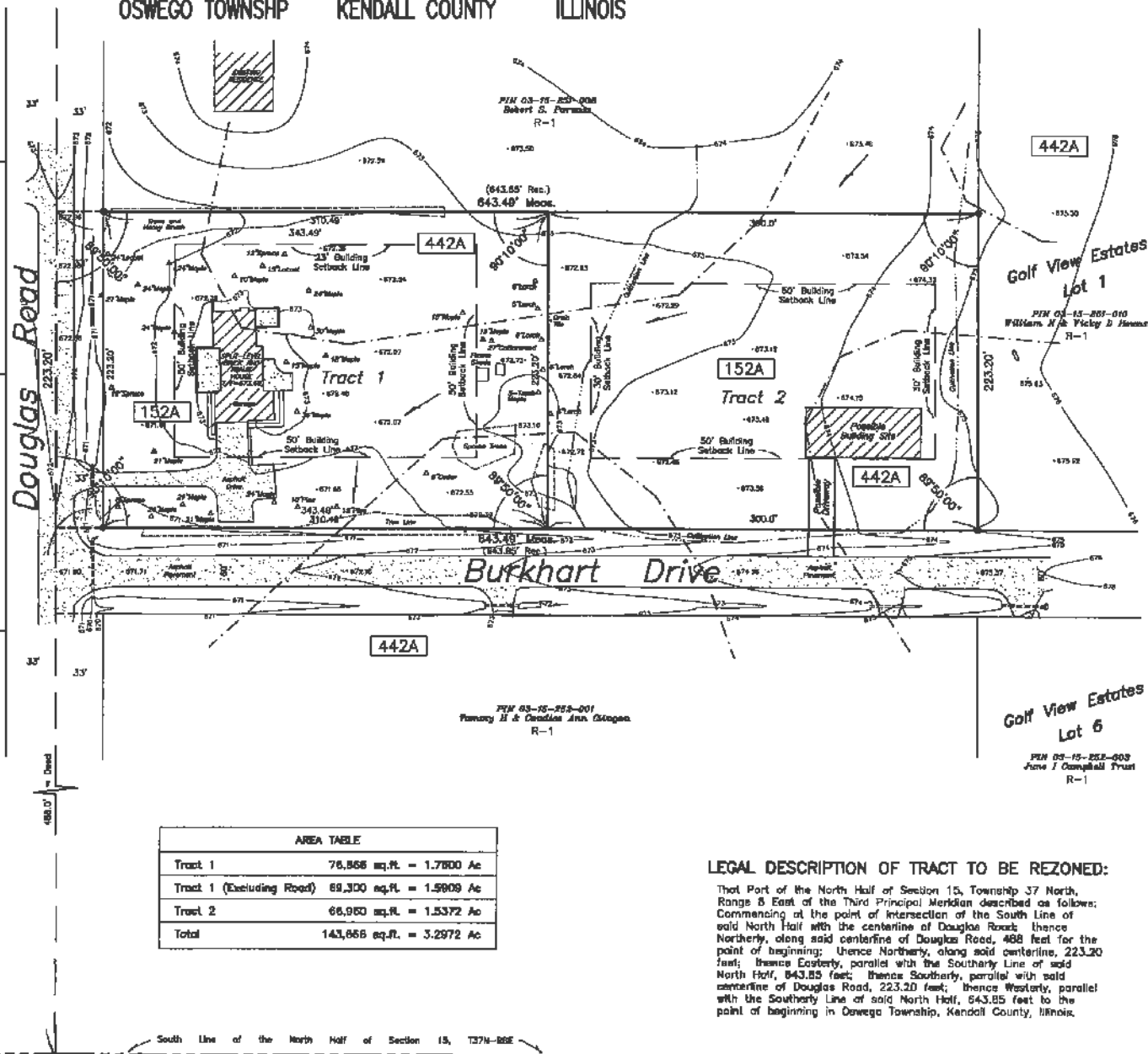
NOTE: This property is commonly known as 2380 Douglas Road.

Soil Type
(USDA/NRCS - Kendall County, 2015)

- 152A** Drummer Silty Clay Loam, 0%–2% slopes
- 442A** Mundelein Silt Loam, 0%–2% slopes

NOTE: The Subject Property is located in Zone X (areas determined to be outside the 0.2% annual chance floodplain) as depicted on FEMA Flood Insurance Rate Map Number 17093C0056G with an effective date of February 4, 2009.

ZONING PLAT OF
PART OF THE NORTH HALF OF SECTION 15, T37N-R8E, 3rd PM
OSWEGO TOWNSHIP KENDALL COUNTY ILLINOIS



AREA TABLE	
Tract 1	76,866 sq.ft. = 1.7600 Ac
Tract 1 (Excluding Road)	69,300 sq.ft. = 1.5909 Ac
Tract 2	66,960 sq.ft. = 1.5372 Ac
Total	143,666 sq.ft. = 3.2972 Ac

LEGAL DESCRIPTION OF TRACT TO BE REZONED:

That Part of the North Half of Section 15, Township 37 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the point of intersection of the South Line of said North Half with the centerline of Douglas Road; thence Northerly, along said centerline of Douglas Road, 488 feet for the point of beginning; thence Northerly, along said centerline, 223.20 feet; thence Easterly, parallel with the Southerly Line of said North Half, 643.85 feet; thence Southerly, parallel with said centerline of Douglas Road, 223.20 feet; thence Westerly, parallel with the Southerly Line of said North Half, 643.85 feet to the point of beginning in Oswego Township, Kendall County, Illinois.

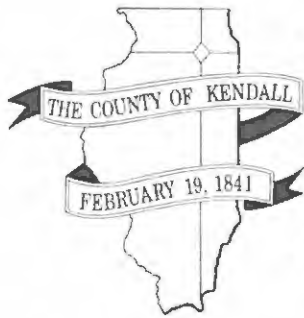
11078 South Bridge Street
Yorkville, Illinois 60560
Telephone (630)553-1380

Philip D. Young and Associates, Inc.
LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775

16082
PAGEL
16082

JOB NO.
JOB NAME
DWG FILE

August 1, 2016



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 316

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: County Board
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: May 9, 2017
Re: Petition 17-10 – Proposed Revocation of a Special Use Permit at the Property Located at the Northwest Corner of Fox River Drive and Crimmin Road Identified by Parcel ID Numbers 04-30-200-003 and 04-29-100-007

On the May 16th County Board agenda, there is a proposed revocation of a special use permit at the property located at the northwest corner of Fox River Drive and Crimmin Road identified by parcel ID numbers 04-30-200-003 and 04-29-100-007. The special use permit, granted in 1986, allowed a previous property owner to develop a 42 lot subdivision on lots smaller than allowed in the R-2 District; the lots ranged from less than 1 acre to 24.1 acres in size. The current owner would like to construct a house on the property which would not be allowed under the existing special use permit. If revoked, the property would be zoned R-2. The highlighted area on the attached map is the property impacted by the proposed revocation.

At the May 8th PBZ Committee meeting, the Committee unanimously recommended approval of the proposed revocation.

If you have any questions prior to the May 16th meeting, please let me know.

MHA

ENC: Proposed Ordinance

ORDINANCE # 2017-_____

**REVOKING A SPECIAL USE for
PROPERTY LOCATED AT THE NORTHWEST CORNER OF FOX RIVER DRIVE
AND CRIMMIN ROAD IDENTIFIED BY
PARCEL ID NUMBERS 04-30-200-003 AND 04-29-100-007**

WHEREAS, Gene Whitfield petitioned Kendall County in the manner required by law and the ordinance of Kendall County, Illinois for obtaining a special use permit for the development of a planned unit development at the northwest corner of Fox River Drive and Crimmin Road, in Fox Township; and

WHEREAS, said property is legally described as follows:

That part of the Southeast Quarter of Section 19, part of the Southwest Quarter of Section 20, part of the Northwest Quarter of Section 29 and part of the Northeast Quarter of Section 30, Township 36 North, Range 6 East of the Third Principal Meridian described as follows: Commencing at the southeast corner of said section 20; thence North 89° 15'14" west along the south line of said Section 20, 891.0 feet; thence north 0°30'12" East, 25.74 feet; thence North 79°32'34" West, 850.64 feet; thence North 25°42'41" East, 26.64 feet; thence North 81°50'28" West, 4,764.34 feet for a point of beginning; thence South 18°47'55" West, 944.76 feet to the south line of Lot 1 of said Section 30 as shown in Plat Book 3, page 20; thence South 82°19'24" East along said south line, 182.16 feet; thence South 30°13'28" West parallel with the Burlington Northern, Inc. Railroad Company right of way through said Section 30, 368.28 feet; thence South 29°43'28" West, 935.33 feet to the northerly line of Comb's Subdivision; thence South 82°04'11" East along said northerly line and said northerly line extended, to the center line of Crimmin Road; thence northerly along said center line; to a line drawn South 81°50'28" East from the point of beginning; thence North 81°50'28" West to the point of beginning in Fox Township, Kendall County, Illinois and containing 110.096 acres.

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request as Ordinance 86-12 on November 10, 1986; and

WHEREAS, the properties identified by Parcel ID Numbers 04-30-200-003 and 04-29-100-007 are located within the development awarded a special use permit by Ordinance 86-12; and

WHEREAS, Samantha Dippold purchased the properties identified by Parcel ID Numbers 04-30-200-003 and 04-29-100-007 in 2016; and

WHEREAS, Samantha Dippold, owner, has stated in a letter as provided in attached Exhibit "A" that she voluntarily requests that Kendall County revoke the special use permit on the above-referenced property and waived her right to a public hearing for the revocation; and

NOW, THEREFORE, BE IT ORDAINED, by the County Board of Kendall County, Illinois that the special use permit granted under Ordinance 86-12 as applied to those properties identified by

Parcel ID Numbers 04-30-200-003 and 04-29-100-007 be revoked as of the date of this Ordinance.

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 16th day of May, 2017.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

Exhibit A

Dear Kendall County Board:

I own the property identified by Parcel ID Number 04 30 200-003 and 04 29 100 007, which has a special use permit for a Planned Unit Development. This special use permit was issued in 1986 and no development has occurred on the property nor do I believe a development will occur on the property as was planned in 1986.

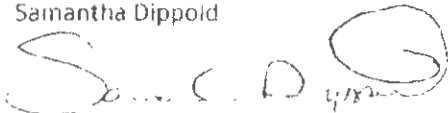
I wish to construct a single-family home on the property and, therefore, I request a revocation of the special use permit.

Please consider this letter a formal request to revoke the special use permit in question as required in Section 13.08.F of the Kendall County Zoning Ordinance. I waive my right to a public hearing on this matter and request that the revocation be reviewed by the PBZ Committee. Please let me know the date and time of the PBZ Committee meeting when this proposal will be reviewed.

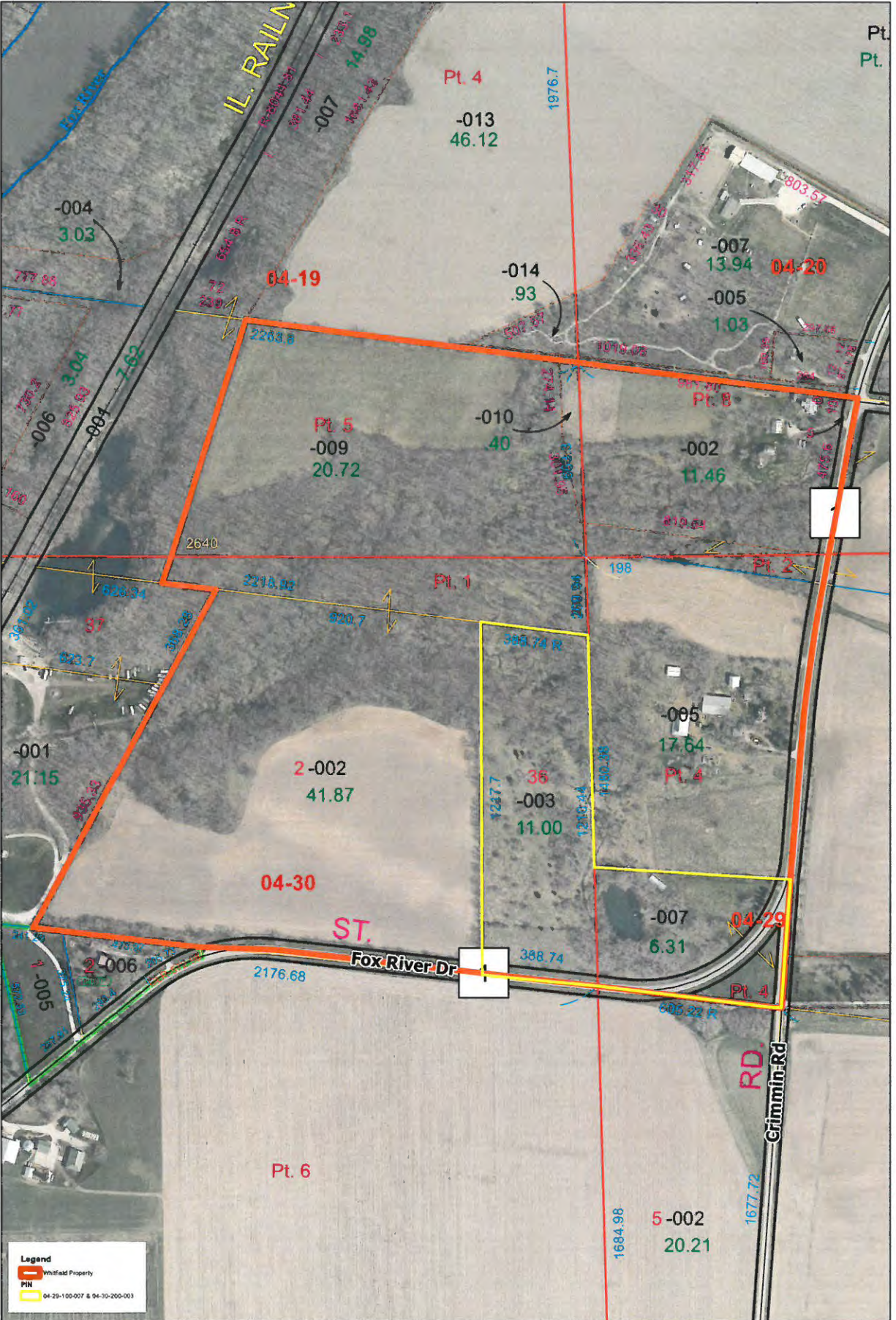
If you have any questions, please contact me at (573) 513-0309.

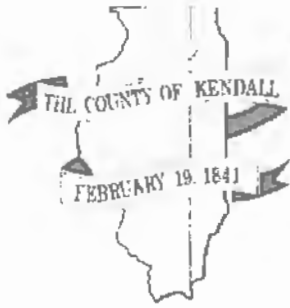
Sincerely,

Samantha Dippold

A handwritten signature in cursive script that reads "Samantha Dippold". The signature is written in black ink and is positioned to the right of the typed name.

Property Owner





DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 316

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: County Board
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: May 9, 2017
Re: Proposed Agreement with WBK Engineering for Work Related to the Submittal of the Annual Report for the 2017 NPDES-MS4 Requirements

Kendall County is required to annually prepare a report with the Illinois Environmental Protection Agency for renewal of the MS-4 ILR 40 Permit. The County is required to submit this report by June 1st.

WBK Engineering, LLC submitted the attached proposal. The scope of work and costs are the same as their proposal from 2016.

At the May 8th PBZ Committee meeting, the Committee unanimously recommended approval of the proposed agreement.

If anyone has any questions prior to the meeting, please let me know.

MHA

ENC: Proposed Agreement with WBK Engineering



Proposal for NPDES MS-4 Annual Report

Kendall County, Illinois

April 13, 2017

Mr. Matthew Asselmeier
Kendall County Planning, Building and Zoning
111 W. Fox Street
Yorkville, Illinois 60560

Dear Mr. Asselmeier:

WBK Engineering, LLC (WBK) is pleased to provide this proposal to Kendall County for professional engineering services related to submittal of the Annual Report for the 2017 NPDES – MS-4 requirements. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

Understanding of the Assignment

It is our understanding that the client needs to file an Annual Report with the IEPA for the renewal of the MS-4 ILR 40 permit. We further understand the County is seeking assistance with preparation of the annual report for compliance with NPDES requirements. The Annual Report will be prepared utilizing the most current IEPA forms and submitted in accordance with IEPA requirements.

Scope of Services

Task 1 | Preparation of Annual Report

WBK will prepare the MS-4 Annual Report in accordance with IEPA requirements and utilizing IEPA format for NPDES – MS-4. We will review the six minimum control measures with the County and document goals and objectives towards compliance. We expect to interview the Senior Planner and to inventory existing activities that demonstrate compliance with NPDES MS-4 requirements. We will identify activities performed by County Departments and report the same. A complete submittal will be prepared and submitted to the IEPA on behalf of the County with all supporting documentation.

Estimate of Fees

Due to the nature of the tasks listed in the above Scope of Basic Services, we have provided time and material budgets. The actual amount invoiced will be based on the level of effort required to accomplish the task, but we will not exceed the budget without your prior approval. Our estimated fees are based on the entire Scope of Basic Services being awarded to us. In general, individual tasks cannot be broken out and awarded separately.

WBK Engineering, LLC
WBKEngineering.com



St. Charles Office
116 West Main Street, Suite 201
St. Charles, IL 60174
630.445.7755

Aurora Office
8 East Galea Boulevard, Suite 400
Aurora, IL 60506
630.701.2245

Task #	Task Name	Fee
Task 1	Preparation of 2017 MS-4 Annual Report	\$1,700
	Reimbursable Costs (Including Printing)	Cost + 10%

Please note that preparing this proposal requires the exercise of professional knowledge and judgment, and as such, this proposal remains the proprietary instrument of service of the firm WBK Engineering, LLC. No portion of this proposal may be shared with another firm providing similar services without our permission.

We propose to bill you monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to Kendall County. If you have any questions, please do not hesitate to call.

Sincerely,



Patrick Ke sey, CPSS/SC
Resource Management Practice Principal

Encl: 2017 Schedule of Charges
General Terms and Conditions—Kendall County (April 4, 2016)

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR KENDALL COUNTY:

BY: _____

TITLE: _____

DATE: _____

WBK ENGINEERING, LLC
2017 Standard Charges for Professional Services

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 210
Engineer VI	\$ 189
Engineer V	\$ 189
Engineer IV	\$ 142
Engineer III	\$ 117
Engineer II	\$ 98
Engineer I	\$ 84
Engineering Technician IV	\$ 138
Engineering Technician III	\$ 116
Engineering Technician II	\$ 97
Engineering Technician I	\$ 81
Senior Scientist	\$ 178
Environmental Resource Specialist IV	\$ 123
Environmental Resource Specialist III	\$ 97
Environmental Resource Specialist II	\$ 88
Environmental Resource Specialist I	\$ 78
Urban Planner VI	\$ 185
Urban Planner V	\$ 152
Urban Planner IV	\$ 124
Urban Planner III	\$ 98
Urban Planner II	\$ 80
Professional Land Surveyor	\$ 133
Intern	\$ 45
Office Professional	\$ 62
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

Charges include overhead and profit.

WBK Engineering, LLC reserves the right to increase rates and costs by 5% annually.

WBK ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS WITH KENDALL COUNTY, ILLINOIS

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible. It is understood by Engineer that this agreement is with a government entity. As such, any further price adjustments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Client understands that the project schedule will be adjusted to accommodate the formal County procedure. The Engineer is not obligated to begin any additional work until County Board approval.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms

and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Any costs greater than the "not to exceed" fee referenced herein and by attachments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fees, incurred by Engineer and directly resulting from the project at issue, before the termination date shall be reimbursed by Client. Upon receipt of a termination notice, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Client shall not be liable for those costs and expenses resulting from Engineer's failure to mitigate such losses. Further, Client shall not be responsible for salaries, overhead and fees accrued after Agreement's termination.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies

provided to the Client all Identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk.
8. The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.
9. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
10. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the

reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly. However, Engineer acknowledges that any such compensation will be contingent upon prior submittal of costs to the County for review and approval by the Kendall County Board.

11. **Affirmative Action:** The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

12. **Indemnification:** Engineer shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Client Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the Engineer's negligent or willful acts, errors or omissions in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3- 9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Engineer's duty to indemnify and hold the County harmless, as set forth above.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

13. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
14. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

16. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
17. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein or within the Proposal for Engineering Services and the Schedule of Charges, which are herein incorporated by reference. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement, Proposal for Engineering Services and the Schedule of Charges shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
18. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
19. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
20. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, fires, natural calamities.
21. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing. Engineer hereby waives any claim of lien against subject premises on behalf of Engineer, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Engineer shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
22. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services. Should such services be necessary, Engineer shall provide a written quote to Client in advance for approval.

23. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
24. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

In the case of notice to Kendall County, County Administrator, County of Kendall, 111 West Fox Street, Room 316, Yorkville, IL 60560, Fax (630) 553-4214 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois 60560, fax (630) 553-4204. And, in the case of Engineer, to: P.J. Fitzpatrick, WBK Engineering, LLC, 116 W. Main Street, Suite 201, St. Charles, IL 60174

25. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed those amounts that are equal to what Engineer has retained insurance coverage for at the time of contracting. Said insurance limits at the time of contracting include: Professional Liability of \$2,000,000.00 each occurrence and \$4,000,000.00 general aggregate; General Liability of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate; Automobile Liability of \$1,000,000.00; and an Excess/Umbrella of \$10,000,000.00 per occurrence. Engineer understands that said limits on liability are based upon the coverage amounts that may be paid by his insurer and such liability limits are set irrespective of whether the insurer(s) actually pay such limits on Engineer's behalf. Engineer further understands that should insurance not provide the coverage amounts above, Engineer shall still be responsible for its liability up to the amounts listed. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
26. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which

the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

27. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify,

or because of errors or omissions which may have occurred in assembling the information the Client is providing.

28. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)
29. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

30. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Engineer has no responsibility to supervise and direct the work; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be contracted with to be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall be required to take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project. Nothing within this paragraph shall be construed to constitute a warranty or guarantee as to the safety of the services the Contractor shall perform or to intimate the existence of a duty for providing indemnification or shared liability on behalf of the County for any actions, inactions or failures of contractors to provide proper safety precautions in the performance of their work.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer, and the Client, shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer and the Client do not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

- 31 Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall be required to provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

32. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

33. Non-Discrimination: Engineer, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
34. Compliance With State and Federal Laws: Engineer 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 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.
35. Authority To Execute Agreement: The County of Kendall and Engineer each hereby warrant and represent that their respective signatures set forth in the attached Proposal for Engineering Services 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.
36. Venue: 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.
37. Non-Appropriation: In the event Kendall County 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 Engineer. In the event of a default due to nonappropriation of funds,

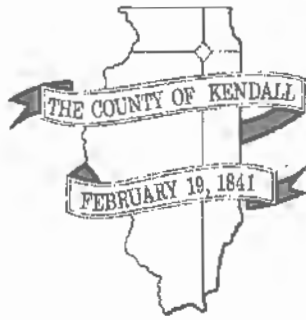
both parties have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

38. **Insurance.** Engineer will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein. Before starting work hereunder, Engineer shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage

In the minimum amount of \$1,000,000 per occurrence, and \$2,000,000 per aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Also, Kendall County and shall be designated as the certificate holders.

39. **Certification:** Engineer certifies that Engineer, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).
40. **Drug Free Workplace:** Engineer and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
41. **Prevailing Wage:** To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. ("the Act"), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
42. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in WBK or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in WBK or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

43. Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Act"), Engineer, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Engineer understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Engineer understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.
44. Engineer agrees to comply with The Davis Bacon Act – 40 U.S. C. 3141 et seq. as may be necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The DavisBacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction project through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 316

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: County Board
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: May 9, 2017
Re: Authorization of Jensen to Remove Brush Piles and Related Work in the Tanglewood Trails Subdivision

On the May 16th County Board agenda, there is an item to authorize Jensen in the amount of \$3,800 to remove brush piles and related work in the Tanglewood Trails Subdivision.

This invoice was reviewed at the April and May PBZ Committee meetings. At the May 8th PBZ Committee meeting, the Committee unanimously recommended approval of the proposal.

If approved and unless otherwise directed, the funds to pay for this work will come from the Tanglewood Trails Settlement escrow account.

If anyone has any questions prior to the meeting, please let me know.

MHA

ENC: Jensen Proposal



6751 E. Highpoint Rd.
 Yorkville, Illinois 60650
 830-254-8319
 Fax: 630-553-2854
 cdj80@msn.com

ATTN: Doug Westphal
 Email:
 Phone:

Date: 02/13/17

We hereby submit specifications and estimate for:	Tanglewood Trails Subdivision	
Price includes the following:		
Relocating brush piles from wet pond area to dry shoreline (Weather permitting)	\$	3,800.00
No hauling and no burning		
Total from sheet 2 if used:	\$	---
Total from all sheets:	\$	3,800.00

We hereby propose to furnish labor complete in accordance with the above specifications, for the sum of: \$ **3,800.00**

Payments as follows: Upon completion of each section of work or every 30 days

Exclusions: Permit acquisition, handling or hauling of contaminated soils, soils remediation, frost breaking, engineering/lay-out, shoring of excavations, demolition/excavation/export of unforeseen obstructions located below grade. Winter service charges. Dewatering beyond the capabilities of a 2" pump.

All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accident or delays beyond our control. If legal action is necessary for collection, a 2% monthly interest charge (24% per annum) will be accrued, in addition to all fees incurred for recovery. Prevailing Wage rates are excluded. If it is determined that government or municipal funds are an inclusive part of this project and/or agreements herein and project requires labor at prevailing wage rates then a change order extra will be immediately forthcoming. Jensen Excavating LLC is not responsible for utilities that are not marked by Jule and any costs for locating or repair of unmarked utilities is the responsibility of the owner. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature _____

ACCEPTANCE OF PROPOSAL
 The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

Print _____

KENDALL COUNTY SHERIFF'S OFFICE (KCSO)

REQUEST FOR PROPOSAL

**In Car Audio/Video Recording Systems with
Integration of Optional Body Worn Camera System**



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In Car Audio/Video Recording Systems with Integration of Body Worn Camera System

On behalf of the Kendall County Sheriff's Office, I invite you to furnish a proposal in accordance with the Proposal Guidelines and Proposal Specifications for the products and/or services stated herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this project. **Please take note that this RFP is for an In Car Audio/Video Recording System and for an Integrated Body Worn Camera System. As such, we are seeking for a proposal for an In Car Audio/Video Recording System with, and without, the pricing option for purchasing an Integrated Body Worn Camera System at the same time.**

Kendall County Sheriff's Office
1102 Cornell Ln.
Yorkville, IL 60560

All questions should be directed to:

Deputy Commander Langston
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560
Jlangston@co.kendall.il.us
(630) 553-7500 x 1134

Any questions received shall be answered at the discretion of the County. Replies will be issued to all Proposers/ Vendors of record in writing and will become part of the RFP Documents. Questions will not be responded to by oral clarification. Oral clarifications or interpretations shall be without legal effect.

All questions must be submitted at least seven business days prior to the submittal deadline.

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INSTRUCTION TO RESPONDERS

A. Pre-bid Facility Tour:

A pre-bid meeting will be held on April **TBD**, 2017 at 1:00pm at the Kendall County Sheriff's Office to allow for a tour of the facilities and the observance of the equipment and vehicles to be outfitted with the bid equipment. All potential bidders are encouraged to attend.

B. Availability of Documents:

Interested suppliers should note that, unless otherwise stated in the REQUEST FOR PROPOSAL (RFP) documents, there is no charge or fee to obtain a copy of the bid documents and respond to documents posted for competitive solicitations. All bidding documentation and addenda issued will be available at the Kendall County Sheriff's Office or online at <http://www.co.kendall.il.us/call-for-bids/> . Bidders are responsible for reviewing the website and obtaining any Addenda issued prior to the submittal date.

C. Proposal Format of Responses: This section outlines the County's *strong preference* for the proposal format and information provided by the proposer. Any proposer not providing the required information, or not conforming to the format specified in all material respects, may be eliminated. The County strongly prefers concise responses to the information requested. The use of tables, graphics, and bulleted lists, where appropriate, is strongly encouraged.

1. **Information Required From Responders:** As set forth herein, you may offer additional or alternative options, but these should be clearly indicated and separate from the response to this request.
2. **Cover Letter:** Provide a cover letter prepared on the proposer's business stationery. The purpose of this letter is to transmit the proposals, so it should be brief. The letter should contain a statement that the proposer is responding to the County's RFP. Other items outlined in the cover letter include:
 - a. A statement that the attached proposal is complete as submitted;
 - b. A statement that all terms and conditions contained in the proposal are valid for at least 90 days from the proposal closing date;
 - c. A statement that the "General terms and conditions vendor must agree to incorporate into final contract documents" will in fact be agreed to and incorporated;
 - d. The letter must be signed by a representative who is authorized to contractually obligate the proposer or consortium of Responders.
3. **TECHNICAL PROPOSAL REQUIREMENTS:** Your Proposal must include the following:
 - a. **Basic Company Information**
 1. Company Name/address/Telephone/Fax Numbers/ E-Mail Address.
 2. Contact Person.
 3. Underlying philosophy of your firm in providing the services requested.
 4. Firms Financial Ability to Provide Services and Fulfill Project Contract.

5. Years in Business Providing Similar Services.
6. Corporate Experience:
 - i. General experience in mobile audio/video systems.
 - ii. Related corporate experience.
 - iii. Management (corporate) support for the project.

b. Brief Company History

c. References.

1. Limit references to a total of three (3).
2. Local or Regional agencies that are currently deploying the system and a point of contact for each.
3. Recent state bid awards.

d. Financial/Legal

1. State of Illinois Business License.
2. Provide Insurance Coverage Certification.
3. Provide Statement of Legal Actions pending or threatened against you relating to Current or Past systems and any actions brought against you within the last five (5) years directly related to the system.

e. Contract Start-up/ Transition Plan

1. Approach to start-up.
2. Organizational ability to start-up.
3. Detailed description of implementation plan (To include system testing.)
4. Detailed description of transition of services.
5. Include a detailed description of what problems might reasonably be expected (practical, structural, software compatibility, operational, etc.) through the design, install and initial operation of these systems and your suggestions as to how you and KCSO should handle these matters.

f. Project Approach

1. Describe your business philosophy and how you plan to approach this RFP.
2. Describe proposed delivery of system & quality controls, including the residence of your technicians who will service this system, once installed.
3. specifically address the following areas:
 - i. Hardware.
 - ii. Software Security.
 - iii. Features.
 - iv. Data Storage Capability.
 - v. Report and Data Compilation Capability.
 - vi. Monitoring and Recording Capability.
 - vii. Service Maintenance Plan.
 - viii. Training.

D. Submission of Proposals

All Vendors must submit one (1) original and two (2) copies of their proposal in a sealed package plainly marked in the lower left-hand corner **“In Car Audio/Video Recording System with Integration of Body Worn Camera System Proposal.”** Failure to submit a proposal in a properly marked package may eliminate the proposal from consideration.

The following will apply to all proposals received:

1. All proposals must be comprehensive and complete for the services requested. Accepted proposal shall be contracted by Kendall County and the Kendall County Sheriff for the total of the submitted proposal. Kendall County and the Kendall County Sheriff will not be responsible for any additional charges above the accepted proposal unless additional services are negotiated and accepted by the Kendall County Sheriff/Kendall County by addendum to the original contract. Failure to provide detailed responses will result in the vendor being eliminated from award of contract consideration.
2. The County will not be responsible for any expenses incurred by the Vendor in preparing and submitting proposals. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
3. The proposing party must sign in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature. Both must be complied with for the proposal to be valid.
4. The individual signing the document for the proposing organization shall initial all erasures or corrections.
5. All variations to the stated specifications must be described in detail (free from ambiguity).
6. All pricing information submitted in the proposal shall be honored until December 31st 2017 at 11:59 p.m.
7. All Responders must be appropriately licensed and authorized to conduct business within the State of Illinois.
8. The failure of a Responder to promptly supply information requested in this RFP or other information subsequently requested may result in the Responder being eliminated from consideration.
9. Discussions may be conducted with Responders who submit proposals determined to have a reasonable likelihood of being selected for award. However, proposals may be accepted without such discussions. Therefore, all information requested and necessary for the County to evaluate this RFP should be included in your response.

10. Responders who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal.
11. The contents of the proposal submitted by the successful Vendor(s) and this RFP (as well as the necessary contract terms and conditions contained herein) will become a part of any contract awarded as a result of these specifications. The "GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS" must be agreed to by each bidder and incorporated into any final contract/agreement.
12. Kendall County and/or the Kendall County Sheriff's Office reserve the right to request clarifications or corrections to proposals.

The proposal must be addressed to:

Kendall County Sheriff's Office
Attn: Deputy Commander Jason Langston
1102 Cornell Lane
Yorkville, IL 60560

Proposals must be delivered no later than 4:00 P.M. on TBD... ("Due Date"). Proposals received after the Due Date will not be considered.

All proposals submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon Kendall County's request, the Responder(s) agrees to an extension.

E. Opening Proposals and Awarding Agreement

Proposals will be opened and publicly read on TBD at 10:30 A.M CST in the Sheriff's Office located at 1102 Cornell Ln. Yorkville, IL 60560. Proposals will be evaluated and an award, if any, will be made in accordance with the RFP section titled "Selection Criteria" below.

The purpose of this RFP is to solicit responses from qualified individuals/vendors for the procurement of services and/or supplies as set forth herein.

F. Property of the County

The Responder acknowledges that all proposal materials become the property of the County and, as such, may be available to the public. By submitting a proposal, the Responder acknowledges that the County's decision is final, binding, and conclusive upon the Responder for all purposes.

G. Errors and Omissions

The Proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or the County. Should the Proposer suspect any error, omission, or discrepancy in the specifications or instructions, the Proposer shall immediately notify the County in writing, and the County will issue written corrections or clarifications as Addenda. The Proposer is responsible for the contents of its Proposals and for satisfying the requirements set forth in the RFP. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Proposer in the process of putting the Proposal together.

H. Reserved Rights

County reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in RFP; (2) to supplement, amend, or otherwise modify the RFP, without notice; (3) to request additional information from Responders; (4) to reject any or all bids; (5) to waive minor defects and technicalities; (6) to award a contract for only the In Car Audio/Video Recording Systems and not for the Body Worn Camera System at this time; and (7) to award an Agreement which is in the best interest of the County and the KCSO. FURTHER, THE COUNTY RESERVES THE RIGHT TO NEGOTIATE WITH THE PROVIDER WHO, IN THE COUNTY'S OPINION, OFFERS THE BEST PROGRAM OF PRODUCTS AND SERVICES.

The awarded Responder will be an independent contractor. The Vendor is not, and will not be, an employee or agent of Kendall County or the Kendall County Sheriff's Office.

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REQUEST FOR PROPOSAL FOR IN CAR AUDIO/VIDEO RECORDING SYSTEMS

PROPOSAL GUIDELINES

- A. **PROJECT SCOPE:** The Kendall County Sheriff's Office has issued this Request for Proposal (RFP) for the sole purpose of obtaining responsive proposals from qualified individuals or firms to establish a contract, through competitive negotiation, for the procurement of services and/or supplies as set forth herein.

Only vendors who have demonstrated the ability to provide the requested products and services, at competitive rates, with timely delivery of services, and abiding by policies/procedures of government customers of comparable size will be considered for award of contract.

All requests, responses, inquiries and ultimate final negotiations will be conducted by the Kendall County Sheriff, all subject to final agreement by the Contractor (Responder/Vendor), Kendall County and the Kendall County Sheriff.

1. IN CAR AUDIO/VIDEO RECORDING SYSTEMS

The Responder shall provide KCSO with a proposal for a fully functioning in car audio/video recording system for the Sheriff's Office, to include all necessary equipment, materials, software, installation requirements or otherwise company authorized installers, configuration (hardware, software, and networking), documentation, testing, warranty and training services.

The in car audio/video recording system will be able to support several mobile audio/video recording solutions, up to and including expansion to support body worn cameras.

The in car audio/video recording system will capture footage of law enforcement activities via an installed camera/s as well as capture audio recordings of the associated video footage. All recordings will remain the property of KCSO.

NOTE: KCSO currently has an in car audio/video recording system in place.

The Responder shall be required to plan, finance and implement the phased integration and testing of all required equipment and software relative to the in car audio/video recording solution without impacting the daily operation of the existing Information Technology/Network Systems or Sheriff's Office operations.

The Responder shall describe in detail the approach to the project and why Responder proposes the specific in car audio/video solution. The response should address the following areas:

1. Hardware (To Include Dimensions/Technical Specifications/Warranty Information, including extended warranties)
2. Software/Video Management
3. Security Features
4. Data Storage Capability and Options
5. Report and Data Compilation Capability
6. Video Monitoring and Recording Capability
7. Service and Maintenance Plan
8. Installation/Cut Over/Transition (To Include System Testing)
9. Training
10. Provide option to transfer existing DP2 and DP3 data to new system

PLEASE NOTE THE FOLLOWING MINIMUM SPECIFICATIONS RELATED TO THE IN CAR AUDIO/VIDEO RECORDING (MOBILE VIDEO SYSTEM: MVS) SYSTEM SOLUTION:

SPECIFICATIONS

Summary of product requirements:

- | | |
|---|----------|
| <ul style="list-style-type: none"> • System must INCLUDE Wi-Fi & Mi-Fi, cellular capable and manual/Ethernet offload capabilities | YES / NO |
| <ul style="list-style-type: none"> • System must be a stand-alone system i.e. does not require an in car or separate computer to operate. | YES / NO |
| <ul style="list-style-type: none"> • System must have a remote display touch screen. | YES / NO |
| <ul style="list-style-type: none"> • System must have the ability to support multiple in car cameras. | YES / NO |
| <ul style="list-style-type: none"> • System must have the ability for the end user to view live stream video from various device(s) with an internet connection. | YES / NO |
| <ul style="list-style-type: none"> • System must have an internal GPS system and mapping feature to include vehicle tracking. | YES / NO |
| <ul style="list-style-type: none"> • System must have internal triggering functions. | YES / NO |
| <ul style="list-style-type: none"> • System must have the capability for fully integrated body worn cameras. | YES / NO |
| <ul style="list-style-type: none"> • System must have an independent wireless microphone. | YES / NO |
| <ul style="list-style-type: none"> • System management software must have the ability to electronically transfer (email) video files and or links to allow viewing, recording, and copying of videos and or files. | YES / NO |
| <ul style="list-style-type: none"> • Video management system must have the capability to manage all evidence/videos via agency provided numbering or case management systems. | YES / NO |
| <ul style="list-style-type: none"> • Manufacturer must provide positive references including but not limited to actual field deployments from multiple police agencies. | YES / NO |
| <ul style="list-style-type: none"> • System must have redaction capability included at no additional charge. | YES / NO |
| <ul style="list-style-type: none"> • System video management, DVR, and supporting software must integrate interview room recordings. | YES / NO |

**** FOR EACH BULLET POINT, BIDDER MUST CIRCLE YES OR NO TO INDICATE WHETHER OR NOT PRODUCT OFFERED MEETS THE REQUIREMENT. ****

THIS PAGE MUST BE FILLED OUT AND INCLUDED WITH BID SUBMISSION*

Preferred specifications are detailed on pages 11-12.

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PREFERRED SPECIFICATIONS:

1. Hardware:

DVR Unit:

- DVR must support a minimum of two IP cameras and up to eight analog cameras, totaling 10 cameras per DVR.
- DVR must have an internal backup battery and power management system that will power all devices attached to DVR in the event of a power failure. Must be configurable via OTA (over the air) configuration changes. No external battery backup unit will be accepted.
- Wi-Fi must be built into the DVR and support a minimum of 802.11AC.
- GPS receiver should be built into the DVR, alternatives will be considered.
- DVR must include a minimum solid-state storage with additional storage options. Storage must be non-user accessible.
- DVR should have an integrated GPIO (General Purpose Input Output). In addition, GPIO interface must be configurable remotely.
- DVR should have an internal accelerometer and G-force sensor that is configurable via OTA configuration changes. Systems with external crash sensor module will be accepted.
- DVR should have an internal locked storage bay that will accommodate an alternate storage medium.
- DVR must support being activated via minimum methods/features such as a single event or as a chain of events i.e. light bar activation, door(s) open/close activation, configurable acceleration/G-force, wireless microphone(s), Speed threshold exceeded. DVR must be "aware" of all events, maintain a log for audit trail, and report said events to the back-end.
- To safeguard data, The DVR must support an option to encrypt its data at rest.
- DVR BIOS must have a password protection feature.
- DVR should be capable of use for interview room deployment (i.e.: support and record interview room audio and video recordings)

Cameras:

- System must include a minimum of two cameras; one front-facing camera and one backseat camera.
 - Front-facing Camera Specifications:
 - Front-facing camera should support multiple resolutions, with 720p and 480p resolutions preferred.
 - Front-facing camera must be capable of low-light video capture without the use of supplementary infrared LEDs.
 - Front-facing camera should have an optical zoom capability.
 - To indicate recording, front-facing camera must have an indicator light. This light must turn off while system is recording in any Covert (Stealth) mode.
 - Backseat Camera Specifications:
 - Backseat camera should support at least a 480p resolution.
 - Backseat camera is preferred to have a field of view not to exceed 120 degrees.
 - Backseat camera must have supplementary IR LED lights capable of capturing video in low and no light.
 - Backseat camera should have an integrated microphone that captures all audio in the rear cabin of a patrol vehicle.

Mobile Video Control Display Unit:

- MVS system should include a control display unit with the following specifications:
 - Minimum 480p resolution.
 - Touch-screen capability for use.
 - Back-lit hardware buttons for Power, Covert (Stealth) mode, Menu, Brightness, Start/Stop record, Play, Zoom, Volume, Microphone mute/un-mute, and Camera View cycle.

- Able to be folded up in a vehicle out of line of sight.
- Auto-dimming ambient light sensor for Day/Night modes.
- Speakers built-in for playback of recorded audio.

Microphone:

- Wireless microphone must have a range of up to 1500ft line of sight.
- Wireless microphone should have anti-tampering capability.
- Wireless microphone should last a minimum of 12 hours continuous recording.
- Up to two wireless microphones must be supported at the same time (training cars).

Software:

- Front-end software
 - Must support more than one user logging into the system at the same time.
 - Must be “touch friendly” allowing for ease of use both via a display and/or and MDT (Mobile Data Terminal).
 - Must be capable of receiving updates securely via OTA (over the air).
- Back-end Software
 - Must be web-based and compatible with Microsoft Internet Explorer, Mozilla FireFox, or Google Chrome.
 - Evidence Video player should be HTML5-based.
 - Should be capable of a native AVL (Automatic Vehicle Location) function that displays all vehicles at no additional cost. No third party substitution will be accepted to give this capability.
 - Should have a native Analytics Map function capable of generating heat maps based on all digital evidence in the system.
 - Should be capable of displaying a live stream (view) of both MVS and BWC systems.
 - Must have native Redaction capabilities without the need for installation of third party software or plug-ins. Once applied, redaction filters must be made permanent and non-removable. Non-native or third party redaction capabilities will not be accepted.
 - Must be capable of generating reports with analytics relevant to evidence capture. Logs must include at a minimum: DVR Details, User Access logs, User Shared Logs, Enterprise Log, Unit Log, Storage Usage by user/unit, Assets List, Assets Available (downloaded), Assets viewed, Assets to expire/deleted, Assets Redacted, Evidence Audit Trail, Assets Unclassified.
 - System must also be capable of generating custom reports based on departmental needs and criteria. Logs must be exportable to PDF and Excel formats.
 - All digital evidence must have a checksum applied that is verified by the back-end before, during, and after upload for data integrity. Full log of these events must be viewable within the system.
 - Should have the native capability of sharing media via email. Sharing of media must have a full audit trail of IP address, email address, and any actions taken. Shared media must have an expiration date capability, and download capability.
 - Must have integration with body worn camera that works seamlessly with the DVR. Automatic upload to DVR is required. The DVR evidence and the Body Worn Camera (BWC) must integrate in the backend in order to see the associated video on the same window or display.

Storage Options:

- Must presently have available a robust Cloud Storage Solution and a Self-Hosted model to allow for flexibility utilizing CJIS standards capable of unlimited storage of captured footage for a minimum of 90 days.
 - For Self-Hosted option provide required amount of storage to meet 90 day minimum standard.
 - Must provide native data encryption (256bit AES) of all data in transit without the use of VPN including data transfer on Ethernet, Wi-Fi and other means.

2. INTEGRATED BODY WORN CAMERA SYSTEMS

The Responder shall also provide KCSO with a proposal for a fully functioning Body Worn Camera System that integrates with the Vendor's in car audio/video recording system proposed for the Kendall County Sheriff's Office. It is to include all necessary equipment, materials, software, installation requirements or otherwise company authorized installers, configuration (hardware, software, and networking), documentation, testing, warranty and training services.

The Body Worn Camera System will capture footage of law enforcement activities via body worn camera/s as well as capture audio recordings of the associated video footage. All recordings will remain the property of KCSO.

If provider offers body worn cameras as part of the system or as an independent item the following are the preferred specs.

Body Worn Camera (BWC) preferred specs:

- Body Worn Camera (BWC) Hardware should meet rugged specifications for:
 - Operating Temperature
 - Storage Temperature
 - Thermal Shock
 - Vibration (Integrity)
 - Vibration (Vehicle)
 - IPX Rating
 - DROP
- BWC should have a Field of View not to exceed 120 degrees horizontally.
- BWC should have at least 64GB of on-board, solid state, non-user replaceable storage. Solutions with removable storage will not be accepted.
- Wi-Fi must be built into the BWC and support a minimum of 802.11N as standard. No other Wi-Fi standard will be accepted. Wi-Fi antenna must be internal to the device and be inaccessible to the end-user.
- GPS receiver must be built into the BWC. No external GPS receiver or secondary device that provides GPS will be accepted.
- BWC battery must meet the following specifications: Battery must allow for up to 12 hours continuous recording at 640x480. BWC must have a standby time that exceeds 24 hours.
- BWC should have the ability to tag video in the field using a hardware selector switch.
- BWC must be capable of low-light video capture without the use of supplementary infrared LEDs.
- BWC weight should not exceed 4.5oz (130g).
- BWC must have a covert (stealth) mode that disables all spoken and audible cues. BWC must have a vibration feedback feature to indicate operation while in covert mode.
- BWC must be fully capable of integration with an in-car Digital Video Recorder (DVR)/Mobile Video System (MVS). Said integration should include, but is not limited to: Wireless activation of the BWC with in-car cameras, ability to offload video/audio files to the DVR, and live stream capable to a remote location.
- BWC should support being activated via minimum methods/features such as a single event or as a chain of events i.e. light bar activation, door(s) open/close activation, manual activation. BWC must be "aware" of all events, maintain a log for audit trail, and report said events to the back-end.
- To safeguard data, the BWC must support an option to encrypt its data at rest via 256-bit AES encryption. Data must also be capable of being encrypted in transit (Ethernet, Wi-Fi etc) with a minimum of 1024-bit RSA authentication and without the use of a VPN (Virtual Private Network).
- BWC must at a minimum have the following features:
 - Power
 - Bookmark

- Record
- Mute Audio
- Covert Mode

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- B. PROJECT TARGET DATES:** The following projected timetable should be used as a working guide for planning purposes. Kendall County and/or the Kendall County Sheriff's Office reserve the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
Pre-Bid Facility Tour	TBD at 1:00 p.m. CST
Proposals Due	TBD by 4:00 p.m. CST
Opening of Proposals	TBD at 10:30 a.m. CST
Begin to Provide Service	TBD
Completion of In-Car & Interrogation Room Camera Installation, Set up and required training.	TBD
Completion of Body Worn Camera Integration (If purchased)	TBD

- C. TRANSFER OF OWNERSHIP OR ASSIGNMENT of CONTRACT:** Vendor may use disclosed sub-contractors; however, awarded vendor shall not transfer the resulting contract or performance of contract to another individual or firm; nor shall the awarded vendor change or sub contract any portion of the awarded contract, during the contract period without consent of the Sheriff.

The terms and conditions of the RFP and resulting contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- D. ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS:** By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Kendall County and/or the Kendall County Sheriff's Office may rescind its acceptance of the Proposer's proposal. The insurance requirements are contained in the "GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS" below.

- E. RECYCLE POLICY:** Kendall County encourages all vendors to recycle and consider their impact upon the environment.

- F. TAX EXEMPT STATUS:** Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax. TAX EXEMPTION IDENTIFICATION NUMBER: E999S-9003-07. The County agrees to notify Vendor promptly in the event of a change in its tax-exempt status.

- G. SELECTION CRITERIA:** The Kendall County Sheriff intends to award this contract in whole to the lowest responsive and responsible Responder that is in compliance with all specifications,

terms and conditions contained herein. The Responder shall have specific experience supplying similar products, on a satisfactory basis, to other customers with a similar volume. In determining the lowest responsible Vendor, the County shall take into consideration the qualities of the services/articles supplied; their conformity with the specifications; their suitability to the requirements of the county, availability of support services; uniqueness of the service, materials, equipment, or supplies as it applies to networked, integrated computer systems; compatibility to existing equipment; and the delivery terms. The Kendall County Sheriff also reserves the right to consider bid prices, the references and successful service history, corporate experience and capability, financial capability, qualifications, proposed approach to the project, value added services and other related factors in the award decision that demonstrate the important factors of financial responsibility and ability to perform. Intangible factors, such as the Responders reputation and past performance in executing the County contract, will also be weighed in executing County contracts. The criteria are not necessarily listed in any particular order. The Sheriff may request additional information from all proposers and further evaluate the selection criteria.

An interview may be conducted during the selection process. Discussions may be conducted with the responsible Responders who submitted proposals determined to be reasonably susceptible of being selected for award, for the purpose of clarification to ensure there is full understanding and responsiveness to the solicitation requirements. Responders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revision may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offers.

The Kendall County Sheriff reserves the right to reject any or all proposals, waive any or all irregularities, and select the proposal which is in the best interest of Kendall County, Illinois. Kendall County and/or the Kendall County Sheriff's Office retain the authority to eliminate any service features that are deemed too costly or unnecessary. The County may seek clarification from a Proposer at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

The Responders failure to meet the mandatory requirements will result in the disqualification of the Vendor's proposal from further consideration as an unresponsive bid.

Submission of a proposal confers no rights on the Responder to selection or to a subsequent contract. This RFP process is for the County's benefit only and is intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion.

H. PROPOSER COMPETENCY: To allow the County to evaluate the competency and financial responsibility of a Responder, such Responder shall, when requested by the County, furnish the following information that shall be sworn to under oath:

1. Address and description of Proposer's plant and place of business.
2. Name and/or Articles of co-partnership of incorporation.
3. Itemized list of equipment available for use on the Responders awarded project.

4. Statement regarding any past, present, or pending litigation.
5. Such additional information as may be required that will satisfy the County that the Responder is adequately prepared in technical experience, or otherwise to fulfill the contract.
6. Documents to ensure that the Responder is in compliance with the current Fair Employment Practice requirements of the County.

I. DISQUALIFICATION OF RESPONDERS: Any of the following may be considered sufficient for the disqualification of a Responder and the rejection of his/her proposal(s):

1. Evidence of collusion among Responders.
2. Lack of responsibility as revealed by either financial or technical experience statements, as submitted.
3. Lack of expertise and poor workmanship as shown by performance history.
4. Uncompleted work under other contracts that in the judgment of the County might hinder or prevent the prompt completion of additional work is awarded.
5. Being in arrears on existing contracts, in litigation with the County, or having defaulted on a previous contract.

J. INVESTIGATION OF RESPONDERS: The County will make such investigations as are necessary to determine the ability of the Vendor to fulfill Proposal requirements. The Vendor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and services similar to that included in this Proposal. It shall be at the sole discretion of the County to reject any Proposal if it is determined the Vendor does not fully demonstrate its ability to carry out the obligations of the contract.

K. COMMENCEMENT OF WORK: The successful Responder must not commence any billable work prior to the County's execution of the contract (purchase order issuance) or until any required documents have been submitted. Work done prior to these circumstances shall be at the Responder's risk.

L. CHANGE IN OWNERSHIP/FINANCIAL VIABILITY STATUS: The Vendor shall notify Kendall County and/or the Kendall County Sheriff's Office immediately of any change in its status resulting from any of the following:

1. vendor is acquired by another party;
2. vendor becomes insolvent;
3. vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act;
4. vendor ceases to conduct its operations in normal course of business.

Kendall County and/or the Kendall County Sheriff's Office shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS

- a. Compliance with State and Federal Laws: Vendor 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 to conduct 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.
- b. Equal Opportunity/Non-Discrimination: The Vendor and any Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications. Vendor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- c. Notice: Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the Kendall County Sheriff, Attention: Deputy Commander Langston, Kendall County Sheriff's Office, 1102 Cornell Lane, Yorkville, IL 60560, fax (630) 553-1972, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Vendor, to: _____.
- d. Payment: Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*). Kendall County and/or the Kendall County Sheriff's Office reserve the right to reject any portion of the invoice that is outside the scope of the approved Project work or outside the scope of any additional approved work.
- e. Entire Agreement: This Agreement includes and incorporates by reference all terms and conditions set forth in the "General Terms and Conditions Vendor Must Agree to Incorporate into Final Contract Documents" as set forth in the RFP, as well as any and all other conditions, specifications, requirements, and attachments to the subject RFP, all of which are collectively referred to as the "Agreement". This Agreement may not be modified except in writing acknowledged by both parties.
- f. Choice of Law and Venue: This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
- g. Non-Appropriation: In the event Kendall County and/or the Kendall County Sheriff's Office 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 Vendor. In the event of a default due to non-appropriation of funds, Vendor and/or Kendall County has the right to terminate the Agreement upon providing thirty (30) days written notice to Vendor. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

- h. Termination: Vendor may terminate contract by providing one hundred eighty (180) days written notification. The Sheriff reserves the right to terminate this contract, or any part of this contract, upon ninety (90) days written notice without cause. In case of such termination, the Vendor shall be entitled to receive payment from the Sheriff for work completed to the termination date in accordance with the terms and conditions of this contract. In such case, no penalties and/or early termination charges shall be required from the Sheriff.

In the event that Vendor defaults, the Sheriff shall be entitled to cancel the contract for cause. Cause/Default shall occur when Vendor fails and/or refuses to carry out any obligation, term or condition of this contract. Upon default, the Sheriff will issue written notice to the Vendor for acting or failing to act as in any of the following:

1. The Vendor fails to adequately perform the services set forth of this contract;
2. The Vendor breaches any material clause of the contract;
3. The Vendor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
4. The Vendor provides material that does not meet the specifications of this contract and RFP;
5. The Vendor fails to progress in the performance of this contract and/or gives the County reason to believe that the Vendor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice, the Vendor shall have ten (10) days to provide a satisfactory, written response to the county. Failure on the part of the Vendor to adequately address all issues of concern and remedy such problems may result in the county resorting to any single or combination of the following remedies:

1. Cancel the contract;
2. Purchase substitute items and/or services elsewhere and charge the Vendor with any or all losses incurred, including attorney's fees and expenses;
3. Reserve all rights or claims of damage for breach or any covenants of the contract.

- i. Warranties: All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor to the highest standards and to the satisfaction of Kendall County and/or the Kendall County Sheriff's Office. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
- j. Assignment: Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- k. 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, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. 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.

- l. **Insurance:** Vendor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to the Kendall County Sheriff / Kendall County at the address set forth herein. Before starting work hereunder, Vendor shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County and the Kendall County Sheriff's Office shall be named as Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County and the Kendall County Sheriff's Office. Kendall County shall also be designated as the certificate holder. The Kendall County Sheriff's Office's or Kendall County's failure to demand such certificate of insurance shall not act as a waiver of Vendor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Vendor, nor be deemed as a limitation on Vendor's liability to Kendall County and/or the Kendall County Sheriff's Office under this Agreement.
- m. **Indemnification:** Vendor shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, the Kendall County Sheriff, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Vendor or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of Vendor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the Kendall County Sheriff, Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, must be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Vendor's duty to indemnify, defend, and

hold Kendall County and the Kendall County Sheriff's Office harmless, as set forth above.

Kendall County and the Kendall County Sheriff's Office does not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or other law by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

- n. **Independent Contractor Relationship:** It is understood and agreed that Vendor is an independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County and/or the Kendall County Sheriff's Office. Vendor understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to Vendor's officers, employees, and agents for the performance of services set forth in the Agreement. Vendor further understands and agrees that Vendor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Vendor's officers, employees and/or agents who perform services as set forth in the Agreement. Vendor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents and agrees that Kendall County and/or the Kendall County Sheriff's Office are not responsible for providing any insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents. Vendor hereby agrees to defend with counsel of Kendall County and/or the Kendall County Sheriff's Office's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that Vendor, its officers, employees and/or agents may sustain while performing services under the Agreement.
- o. **Background Checks/Security:** Vendor shall exercise general and overall control of its officers, employees and/or agents. Vendor agrees that no one shall be assigned to perform work at Kendall County's facilities on behalf of Vendor, Vendor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Vendor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Vendor agrees that the individual shall not be assigned to perform work on or at Kendall County's facilities absent prior written consent from the Kendall County Sheriff. The Kendall County Sheriff, at any time, for any reason and in the Kendall County Sheriff's sole discretion, may require Vendor and/or Vendor's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Vendor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of

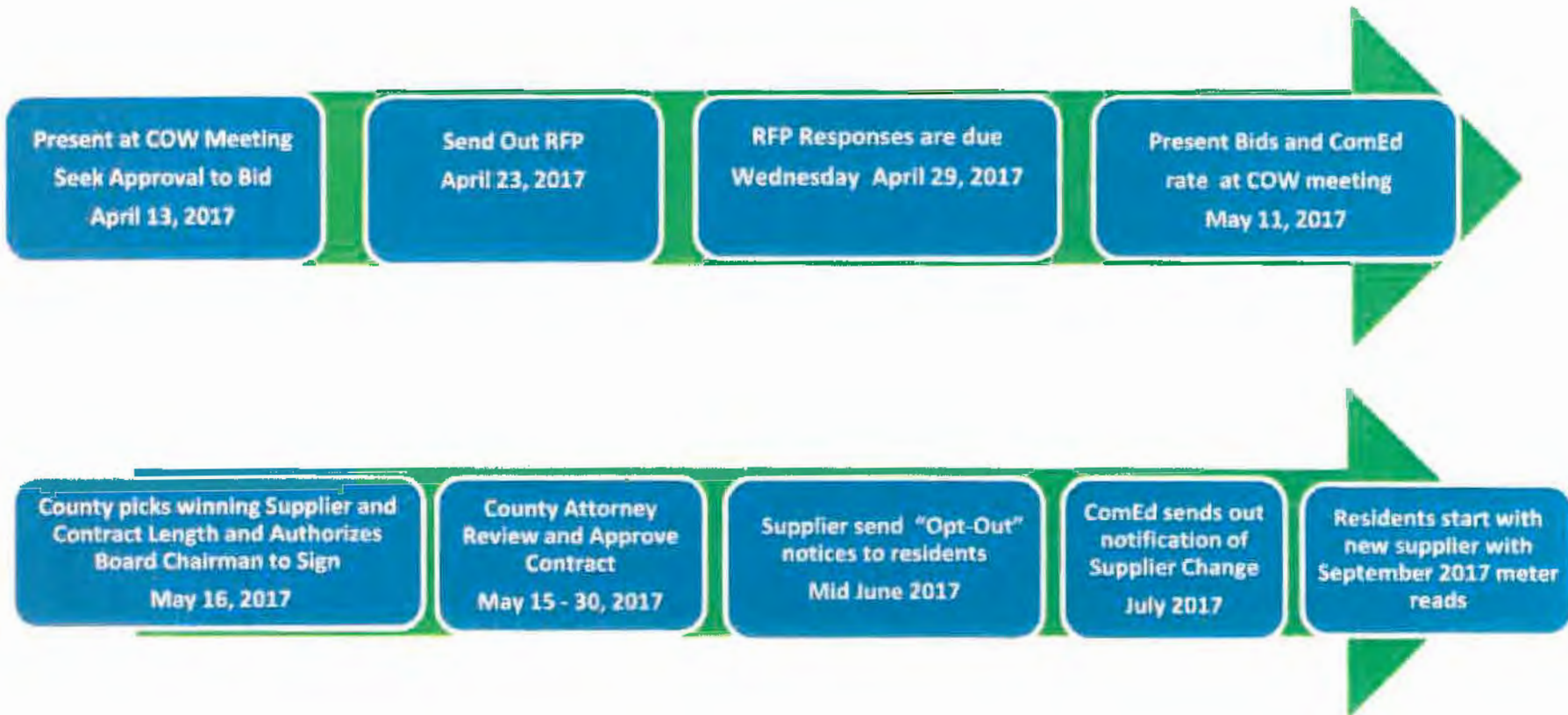
order in a correctional facility or any persons therein. Vendor further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within the facility.

- p. **Certification:** Vendor certifies that Vendor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Vendor further certifies by signing the Contract documents that Vendor, 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 or employee's official capacity. Nor has Vendor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
- q. **Conflict of Interest:** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- r. **Waiver:** County and/or Vendor'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.
- s. **Waiver of Lien:** Vendor hereby waives any claim of lien against subject vehicles and premises on behalf of Vendor, its officers, insurers, employees, agents, suppliers and/or subcontractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Vendor shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
- t. **Drug Free Workplace:** Vendor and its consultants, employees, Vendors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- u. **MSDS:** When applicable, Vendor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 et seq., 820 ILCS 220/0.01 et seq. and 820 ILCS 225/0.1 et seq.
- v. **Confidentiality:** It is understood and agreed to by Vendor that all contracts entered into by a government body, such as Kendall County and/or the Kendall County Sheriff's Office, are open to public review and as such will be on file with the County Clerk's office and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, et seq.).
- w. **OSHA:** The Vendor and any Subcontractors shall comply with all the provisions of the Federal

Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

- x. **Authority to Execute Agreement:** The County of Kendall and Vendor 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.
- y. **Counterparts:** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- z. **Remedies:** In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.
- aa. **Prevailing Wage:** To the extent that this Agreement may call for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"), such work shall be covered under the Act. The Act requires Contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>
The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. All Contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
- bb. **Employment of Illinois Workers on Public Works Act:** If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Act"), Contractor, its consultants, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Contractor understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

Tentative Aggregation Timeline 2017



HIGHWAY COMMITTEE MINUTES

DATE: May 9, 2017
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Matt Kellogg, Scott Gryder, Lynn Cullick, Bob Davidson and Judy Gilmour
STAFF PRESENT: Ginger Gates, Fran Klaas
ALSO PRESENT: P.J. Fitzpatrick, Kelly Farley & Nathan Holmer

The committee meeting convened at 4:00 P.M. with roll call of committee members. Scott Gryder absent. Quorum established. Gryder arrived at 4:05 PM.

Chairman Kellogg asked to strike item #6 of the agenda. Motion Davidson; second Cullick, to approve the agenda as amended. Motion carried unanimously.

Motion Cullick, second Davidson to approve the Highway Committee meeting minutes from April 11, 2017. Motion carried unanimously.

Klaas gave an update on the status of the Millington Road Bridge, and showed the committee some pictures of the bridge during low water. Gilmour asked for an explanation of "scour". Klaas indicated it was caused by water action that removes granular material out from underneath the footing of the piers. Several agencies and other citizens have asked for a signed detour route for the road closure. The cost to install and maintain the required signs for 12 months is \$11,500. Another requirement will likely be to obtain a temporary easement from the property owner(s) on the north side of the River so that a causeway can be built out to the north pier. Finally, Klaas indicated there were not enough funds in the County Bridge Fund to pay for these repairs, but the Sales Tax Fund could accommodate the project. He then provided a power point presentation to the Committee that explained how the bridge could be repaired. Gilmour stated that proposed repairs to the Millbrook Bridge required coordination with Army Corps and other agencies. Klaas stated that this was also the case with the Millington Bridge, but he was hopeful that these resource agencies would work quickly with the County due to the emergency nature of the repairs. The consultant estimates that the repairs might cost between \$1 million and \$2 million; but could extend the life of the bridge for 50 years. A new bridge would likely exceed \$6 million and would have an estimated life of 75 years. LaSalle County would share in the costs of the project because this bridge is a county line bridge.

Gryder explained how he had been in contact with Rick Gardner from Oswego, who is a Purple Heart veteran from the Vietnam War. Rick had asked if Kendall County could become a Purple Heart County. There are only 3 or 4 counties in Illinois that currently have this designation. Gryder indicated that there would be a resolution at the next County Board meeting; the County would fly a Purple Heart flag, and individuals would come to speak about the designation. Gryder recommended the cellular 911 signs at the county lines could be removed and replaced with the Purple Heart signs. Sheriff Baird did not have a problem with this proposed action. Klaas estimated that the cost for signs would be about \$1,000. Highway Department could perform installations. The consensus of the Committee was to move forward with installation of the signs.

Chairman Kellogg requested that the County Engineer provide the Committee with a list of roadways that will be closed in 2018, because there are several county highways that will be closed.

P.J. Fitzpatrick updated the Committee on the Collins Road Extension project. He would be sending out responses to the folks who had made comments on the project at the recent public hearing. There is another federal coordination meeting coming up on June 8th at IDOT. After that, WBK would be scheduling meetings with Oswego to keep them in the loop.

The Little Rock Road project is under contract, and the public utilities are moving their facilities now. The project is on schedule to be completed this year.

Kellogg asked about any progress on land acquisition at the Millington-Rogers intersection. Klaas thought that the County's negotiator was going to be able to make a deal with Swenson for a dedication of right-of-way. There are also indications that ComEd would be willing to move a couple of their poles further from the intersection in the Southwest quadrant.

Gryder asked about a bill related to maintenance of the Orchard Road wetland. Klaas told the committee that the County had built a 5 acre wetland when they constructed the Orchard Road Bridge over the Fox River. There are small, continuing costs to maintain the wetland.

Motion Cullick; second Gryder to forward Highway Department bills for the month of May in the amount of \$223,536.05 to the Finance Committee for approval. Motion to approve bills carried unanimously.

Meeting adjourned at 4:32 P.M.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Francis C. Klaas", written in a cursive style.

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

COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY May 1, 2017

Committee Chair Bob Davidson called the meeting to order at 4:00 p.m.

Roll Call: Bob Davidson – yes, Tony Giles – here, Judy Gilmour not present, – Audra Hendrix – not present, Matt Kellogg – yes. **With enough members present, a quorum was formed to conduct business.**

Others Present: Facilities Management Director Jim Smiley, Technology Director Scott Koppel.

Approve any changes to the County Board Approved April 3, 2017 Facilities Committee Meeting Minutes
– there were no changes to approve

Public Comment – None

Old Business/Projects

1. *Historic Courthouse (HCH) Window Replacement Project* – Director Smiley received a letter stating that two (2) of the windows are done however the manufacture has not received quality material from their “normal suppliers” for the arch window and has reached out to other suppliers. Jim stated that no installation date has been set at this time. Jim is expecting by next meeting to have a firm installation date. Chairman Davidson requested updated pricing for the replacement of the balance of the windows.
2. *SEDAC Energy Assistance Review – Public Safety Center* – Jim informed the Committee the engineer has suggested changes and is waiting on pricing from Trane as it relates to the programming. SEDAC informed Jim that he should have the report and pricing by the end of May.
3. *Circuit Clerk Counter and Room Pass through Project* – Mr. Smiley stated that the wall has been completed; painted, tile re-installed and a threshold installed. Jim received the proof for the Millwork and verified the measurements with the area. It was determined that the dimensions were off and the adjustments have been made on the proof. Jim is just waiting for Robyn on the final approval.
4. *Coroner’s Autopsy Table Replacement* – Director Smiley informed the Committee the autopsy table will be removed tomorrow, May 2, 2017 per the request of the Coroner. Jacquie is donating the table to a County that currently does not have one. Jim stated that the replacement table’s original ship date was for this week, but no confirmation email has been received.
5. *County Office Building Elevator Inspection* – Director Smiley reminded the committee that an ADA phone needed to be installed at the County Office Building elevator. When the tech tried to install the phone they experienced low voltage in the line which prevented the installation. Jim stated that it was discovered though faxing issues within the County Office Building that the power supply in the PBX was defective which was causing the voltage to drop. This has been repaired and Advance Elevator will be calling to schedule another install of the phone.
6. *H.V.A.C. Replacement RFP* – Jim will be reviewing the RFP with the County Administrator, Jeff Wilkins sometime this week. Once approved Mr. Smiley will be forwarding the RFP to the States’ Attorney’s Office for their review. Jim hopes to have the RFP ready for the Committee by the next Facilities meeting.
7. *Masonry Repairs* – Mr. Smiley stated that the vendor plans to begin work this Thursday, May 4th – weather pending. Chairman Davidson inquired about repairs on the red striping at the Courthouse. Consensus of the Committee is for Jim to get quotes for the repairs.

New Business/Projects

1. *Chairman's Report* ;
 - a. *Health & Human Services Security Improvements* – Mr. Smiley informed the Committee that an RFP was put together and advertisements were placed in The Beacon newspaper and The Record as well as calling companies that previous bid on it. The result was that no bids have been received. Member Kellogg made a motion to re-bid the project second by Vice Chairman Giles. Director Koeppel suggested waiting until Technology has the bid program up and running which would give our RFP's more coverage. Chairman Davidson informed the committee that according to the lease with HHS; Kendall County is responsible for the public areas and anything from the counters back is the responsibility of HHS. Chairman Davidson also stated that any improvements wanted by HHS needs approval by the County Board. Member Kellogg and Vice Chairman Giles requested copies of the lease for review.
 - b. *Facilities Study* – Chairman Davidson stated that requested figures should be ready to present by next Facilities Meeting.
2. *M.S.D.S. Electronic Program* – Director Smiley along with Jail Command and Highway participated in a webinar for a computer program to manage safety data sheets since we do not have a dedicated department to maintain these records. Mr. Smiley is hoping to get the program later this year or in the 2018 budget. Jim believes that if the Jail, Highway and possibly Forest Preserve all participate this cost could be split between the departments.
3. *Annual KenCom Cleaning* – Jim stated that once a year a deep cleaning to the KenCom offices are done. This includes cleaning of the carpets and detailed cleaning. Cleaning was completed on April 10th. **Project Complete.**
4. *Courthouse Coffee Machine Installation* – Director Smiley received a request from the Court Administrator Nicole Swiss to have a coffee vending machine installed in the public area. KCFM staff needed to connect a water line into the area for the new machine. **Project Complete.**
5. *Public Safety Center (PSC) Window Replacement* – Mr. Smiley stated that a window in the conference room had a broken seal. The window was replaced. **Project Complete.**
6. *PSC Parking Lot Lighting Rewiring* – Jim informed the committee the parking lot lights for the PSC had outages during heavy rains. Mr. Smiley stated that it was imperative to have wiring issues resolved as when the shunt trip happened it would deactivate the entire PSC facility. R&R Electric along with help of the KCFM staff ran several new wires and are now feeding off Animal Control. **Project Complete.**
7. *PSC Water Analysis* – Director Smiley stated that Jail Commander Jennings requested testing for water. Jim set up testing with HOH to test the water. The test was negative for E. Coli and met standards for water entering the facility and in the jail pods. Chairman Davidson requested that the water be tested twice a year at all buildings. **Project Complete.**
8. *Animal Control Fence Installation* – Jim informed the committee that he was requested to review quotes for a specific donation of a fence to be installed. Jim informed Director Pawson after reviewing with County Administrator Wilkins that it would be ok to connect to the existing wooden fence if they left room for the electric meter to be read on the trailer. **Review Complete.**
9. *Coroner Door Bell System Installation* – Mr. Smiley stated that the Coroner purchased a doorbell and requested KCFM staff to install it. **Project Complete.**
10. *County Board Room Electronic Lock Install* – Director Smiley stated that County Administrator Wilkins requested that a lock be installed on the board room door so that only board members have access to that entrance with their key fobs. Signs have also been added to the outside of the door stating “Board Member Entrance Only” and “Public Entrance.” **Project Complete.**

11. “*Permanent*” *FM Committee Meeting Time Change Notice* - Director Smiley informed the Committee that the protocol provided by the State’s Attorney’s office to permanently change the Facilities Meeting times have been met. **Project Complete.**

Staffing/Training/Safety

- *Reportable Labor Hours* – Reports were included in the packet.

Other Items of Business

- *CMMS Charts* – Reports were included in the packet for:
- Reported versus Completed Work Orders Reported by Building Current Month
 - Work Orders by Work Type Current

Questions from the Media - None

Executive Session – None

Adjournment – Chairman Davidson asked if there was a motion to adjourn. Vice Chairman Giles made a motion to adjourn the meeting, second by Member Kellogg. **With enough members present voting aye, the meeting adjourned at 5:13 p.m.**

Respectfully submitted,

Christina Wald
Administrative Assistant

KENDALL COUNTY ILLINOIS

Economic Development Committee

Meeting Minutes
Friday, April 21, 2017

Call to Order

The meeting was called to order by Chair Audra Hendrix at 9:00 a.m.

Roll Call

Committee Members Present: Chair Audra Hendrix, Matt Kellogg, Lynn Cullick
Committee Members Absent: Scott Gryder, Elizabeth Flowers

Staff Present: Andrez Beltran, Economic Development and Special Projects Coordinator; Jeff Wilkins, County Administrator;

Members of the Public:

Approval of Agenda – Member Kellogg made the motion to approve the agenda with the amendment to move Approve Revision to Revolving Loan Fund Recapture Strategy to last under Committee Business. It was seconded by Member Cullick. **Approved 3-0.**

Approval of Meeting Minutes – Member Cullick made a motion to approve the meeting minutes from the March 17, 2017 meeting. Seconded by Member Kellogg. **Approved 3-0.**

Committee Business

Revolving Loan Fund

- *Approve proposed stipulations for loan agreement with Lucky Dogs N Beef*
Member Kellogg made the motion to approve the language stipulating that the business must be operating during the term of the loan. Member Cullick seconded. **Approved 3-0**
- *Review Village of Oswego's pre-application and application for loan in amount of \$650,000*
The Committee discussed the particulars of the loan. It would be to Oswego for a term of ten years for a business in the downtown. One point of concern was that it is located in TIF discussion. After further discussion, the Member Kellogg made amended the motion as follows:

To approve the pre-application of the Village of Oswego and move to an application with waiver of the application fee. Member Cullick seconded. **Approved 3-0**
- *Approve interest rate and terms for loan to Village of Oswego in the amount of \$650,000*
No discussion as application was not approved.
- *Approve revisions to Revolving Loan Fund Recapture Strategy*
The Committee spoke on continuing to revise the Revolving Loan Fund Recapture Strategy.

KENDALL COUNTY ILLINOIS

Economic Development Committee

Updates and Reports

No agenda items were discussed under Updates and Reports.

Chairwoman's Report - None

Public Comment – None

Executive Session - None

Adjournment

With no further business to discuss, Member Cullick moved to adjourn. The motion was seconded by Member Kellogg. There being no objection, the Economic Development Committee at 10:01 a.m., adjourned.

Respectfully Submitted,

Andrez P. Beltran
Economic Development and Special Projects Coordinator

County of Kendall
Resolution 17 – _____

RESOLUTION TO GIVE A REVOLVING LOAN FUND LOAN TO LUCKY'S BEEF N DOGS OF \$32,500 AT AN INTEREST RATE OF 2.9% FOR A TERM OF 6 YEARS

WHEREAS, the County of Kendall, Illinois is a duly organized unit of local government existing within the State of Illinois;

WHEREAS, The Kendall County Board, being duly advised and after due consideration, and upon the advice and recommendation of counsel and its insurer hereby resolve as follows:

1. The County of Kendall hereby approves loaning the sum of \$32,500.00 to, Priscilla Liberatore, individually; James A Manfre, individually; and Michael Manfre, individually regarding a business that shall be operated at 1890 Douglas Road, Kendall County, Illinois.
2. A note evidencing said loan shall be executed jointly and severally by the above named parties. The loan shall be payable over six (6) years at an interest rate of 2.9%.
3. The purpose of the loan is for Lucky's Beef n Dogs LLC to occupy and use the property as its business establishment at all times during the term of this loan. Said business shall include a food and the service of alcoholic beverages.
4. A mortgage evidencing the loan shall be executed by the parties and recorded against the property commonly known as 119 Hamlet Circle, Montgomery, Kendall County, Illinois.
5. A copy of the signed Note and Mortgage are hereby attached and incorporated by reference.

IT IS HEREBY RESOLVED that it is approved

PRESENTED and ADOPTED by the County Board, this 16th day of May 2017.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder

PROMISSORY NOTE AGREEMENT

Date:

1. PARTIES. “Borrower” means each person signing at the end of this Note, and the person’s successors and assigns. “Lender” means **COUNTY OF KENDALL, ILLINOIS a body politic** and its successors and assigns.

2. BORROWERS' PROMISE TO PAY; INTEREST. In return for sum due and owing relative improvements being made to the above captioned property, Borrowers promise to pay the principal sum of Thirty Two Thousand Five Hundred and 00/100 (\$32,500.00) plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender at the rate of Two and Point Nine percent (2.9%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED. Borrowers' promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the “Security Instrument.” The Security Instrument protects the Lender from losses which might result if Borrowers default under this Note.

4. MANNER OF PAYMENT.

(a) Time. Borrowers shall make a payment of principal and interest to Lender on the first day of each month beginning on June 1, 2017. Any principal and interest remaining on the first day of May 1, 2023, will be due on that date, which is called the maturity date.

(b) Place. Payment shall be made at County of Kendall, 111 W. Fox Street, Yorkville, Illinois or at such place as Lender may designate in writing by notice to Borrower.

(c) Amount. Each monthly payment of principal and interest will be in the amount of Four Hundred Ninety Two and 34/100 (492.34).

5. BORROWERS' RIGHT TO PREPAY. Borrowers have the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrowers pay interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrowers make a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWERS' FAILURE TO PAY.

(a) Late Charge for Overdue Payments. If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(c) of

this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Five percent (5%) of the overdue amount of each payment.

(b) Default. If Borrowers default by failing to pay in full any monthly payment, then Lender may, except as limited by Regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default.

(c) Payment of Costs and Expenses. If Lender has required immediate payment in full, as described above, Lender may require Borrowers to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS. Borrowers and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES. Unless applicable law requires a different method, any notice that must be given to Borrowers under this Note will be given by delivering it or by mailing it by first class mail to Borrowers at the property address above or at a different address if Borrowers have given Lender a notice of Borrowers' different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrowers are given a notice of that different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated herein or at a different address if Borrowers are given a notice of that different address. The following are the addresses of the parties for notice purposes:

To Borrowers:

To Lender: 111 W. Fox Street
Yorkville, Illinois 60560

With a copy to: Eric Weis, Kendall County State's Attorney
807 W. John Street
Yorkville, IL 60560

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE. If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any

person who is guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its right under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note. Borrowers shall pay all title company charges related to this transaction prior to receipt of loan funds. The parties hereunder shall be jointly and severally liable for the obligations under this note.

BY SIGNING BELOW, Borrowers accept and agrees to the terms and covenants contained in this Note.

_____(Seal)
MICHAEL MANFRE, individually

I, _____, Notary Public, hereby attest that the following, MICHAEL MANFRE did hereby appear before me and attach their signatures to this Note.

SUBSCRIBED to and SWORN before me this _____ day of _____, 2017.

_____(Seal)
JAMES A. MANFRE, individually

I, _____, Notary Public, hereby attest that the following, MICHAEL MANFRE did hereby appear before me and attach their signatures to this Note.

SUBSCRIBED to and SWORN before me this _____ day of _____, 2017.

_____(Seal)
PRISCILLA LIBERATORE, individually

I, _____, Notary Public, hereby attest that the following, PRISCILLA LIBERATORE, did hereby appear before me and attach their signatures to this Note.

SUBSCRIBED to and SWORN before me this _____ day of
_____, 2017.

When recorded return to:

Kendall County State's Attorney's Office
807 W. John Street
Yorkville, IL 60560

This instrument was prepared by:

Kendall County State's Attorney's Office
807 W. John Street
Yorkville, IL 60560

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on this _____ day of _____, 2017. The Borrowers are: Michael Manfre, James A. Manfre and Priscilla Liberatore. The Lender is County of Kendall, a body politic.

The Borrowers have an address of: 119 Hamlet Circle, Montgomery, Kendall County, Illinois 60538

Borrower owes Lender the principal sum of **Thirty Two Thousand, Five Hundred and 00/100 (\$32,500.00)**.

This debt is evidenced by Borrowers' note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable in full on May 1, 2023.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note,

with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrowers' covenants and agreements under this Security and Instrument of the Note. For this purpose, Borrowers do hereby mortgage, grant and convey to Lender, and to the successors and assigns the following described property located in Kendall County, Illinois:

LEGAL DESCRIPTION:

LOT 24 OF SEASON'S RIDGE UNIT 5, IN THE VILLAGE OF MONTGOMERY, KENDALL COUNTY, ILLINOIS.

PIN: 03-04-228-019

which has the address of **119 Hamlet Circle, Montgomery, Kendall County, Illinois 60538**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWERS COVENANT that Borrowers are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered except for encumbrances of record. Borrowers warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrowers and Lender covenant and agree as follows:

1. Payment of Principal, Interest and Late Charge. Borrowers shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrowers shall at all times pay any and all insurance premiums and tax installments due on said property. In the event that Borrowers shall fail to make a payment as required herein for taxes or insurance, it shall constitute a default hereunder. Borrowers shall annually provide to Lender proof of payment of insurance premiums and coverage as Lender in its sole discretion requires.

3. Application of payments. All payments under Paragraphs 1 and 2 shall be applied by lender as follows:

First- to interest due under the Note;

Second- to amortization of the principal of the Note; and

Third - to late charges under the Note.

4. Fire, Flood, and Other Hazard Insurance. Borrowers shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrowers shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrowers shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrowers. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrowers and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then prepayment of principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments.

Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity entitled thereto. In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title, and interest of Borrowers in and to insurance policies in force shall pass to the Lender.

5. Preservation, Maintenance and Protection of the Property; Borrowers' Loan Application; Leaseholds. Borrower, PRISCILLA LIBERATORE, shall at all times occupy and use the Property as Borrower's principal residence and shall continue to occupy the Property as Borrower's principal residence during the term of the loan and until such time as all sums due and owing Lender hereunder have been paid in full. Borrowers shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear is expected. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrowers shall also be in default if Borrowers, during the loan application process gave materially false or inaccurate information or statements to lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrowers occupancy of the Property. Borrowers hereunder shall be in default if at any time during the term

of this agreement and until such time as the balance due and owing is paid in full, PRISCILLA LIBERTORE does not occupy and use this property as set forth in this paragraph. In addition, Borrowers shall at all times during the term of this mortgage actively operate the business commonly known as Lucky Beef N Dogs.

6. Condemnation. The proceeds if any reward or claim for damages, direct or consequential, in connection with any condemnation or other taking any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amount applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrowers and Protection of Lender's Rights in the Property.

Borrowers shall pay all governmental or municipal charges, fines, and impositions that at any time become due and owing against the subject property. Borrowers shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's Request Borrowers shall promptly furnish to Lender receipts evidencing these payments.

If Borrowers fail to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrowers and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrowers shall promptly discharge any lien which has priority over this Security Instrument unless Borrowers: (a) agree in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of

the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrowers a notice identifying the lien. Borrowers shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Grounds for Acceleration of Debt.

(a) Default. Lender may in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrowers default by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrowers default by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(iii) All or part of the Property or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), or

(iv) The Property is not occupied by the borrower as a principal residence.

(b) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

9. Reinstatement. Borrowers have a right to be reinstated if Lender has required immediate payment in full because of Borrowers' failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrowers shall tender in a lump sum all amounts required to bring Borrowers' account current including, to the extent they are obligations of Borrowers under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceedings. Upon reinstatement by Borrowers, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrowers shall not operate to release the liability of the original Borrowers or Borrowers' successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by

reason of any demand made by the original Borrowers or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrowers. The covenants and agreements shall be joint and several.

12. Notices. Any notice to Borrowers provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method to the following addresses:

To Borrowers:

To Lender: County of Kendall
111 W. Fox Street
Yorkville, IL 60560

with a copy to: Eric Weis, Kendall County State's Attorney
Kendall County State's Attorney's Office
807 W. John Street
Yorkville, IL 60560

The notice shall be directed to the above Property Address or any other address Borrowers designate by notice to Lender. Any notice to Lender shall be given by certified mail return receipt requested to Lender's address stated herein or any address Lender designates by notice to Borrowers. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrowers or Lender when given as provided in this paragraph.

13. Governing Law; Severability. This Security instrument shall be governed by Federal law and the State of Illinois, County of Kendall. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Borrowers' Copy. Borrowers shall be given one conformed copy of the Note and of this Security Instrument.

15. Hazardous Substances. Borrowers shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrowers shall not do, or allow anyone else to do, anything affecting the Property that is in violation of any

Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal business uses and to maintenance of the Property

Borrowers shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrowers have actual knowledge. If Borrowers learn, or are notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrowers shall promptly take all necessary remedial actions in accordance with applicable law and ordinance.

Environmental Law. As used in this paragraph 15, "Hazardous Substance" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 15, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or Environmental protection.

16. Assignment of Rents. Borrowers unconditionally assign and transfer to Lender all the rents and revenues of the Property.

Borrowers authorize Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrowers of Borrowers' breach of any covenant or agreement in this Security Instrument, Borrowers shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrowers. This assignment of rent constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrowers: (a) all rents received by Borrowers shall be held by Borrowers as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents on the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrowers have not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrowers. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any

default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 8, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in law and equity under applicable law, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrowers. Borrowers shall pay any recordation costs.

BY SIGNING BELOW, Borrowers accept and agree to the terms contained in this Security Instrument.

MICHAEL MANFRE

Dated:

STATE OF ILLINOIS

COUNTY OF KENDALL

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by

NOTARY PUBLIC

(SEAL)

Printed Name: _____

My Commission Expires:

JAMES A. MANFRE

Dated:

STATE OF ILLINOIS

COUNTY OF KENDALL

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by

NOTARY PUBLIC

(SEAL)

Printed Name: _____

My Commission Expires:

PRISCILLA LIBERATORE

Dated:

STATE OF ILLINOIS

COUNTY OF KENDALL

The foregoing instrument was acknowledged before me this _____ day of
_____, 2017 by

NOTARY PUBLIC

(SEAL)

Printed Name: _____

My Commission Expires:

Loan Amortization Schedule

Loan Information			Summary	
Loan Amount	32,500	Rate (per period)	0.242%	
Annual Interest Rate	2.90%	Number of Payments	72	
Term of Loan in Years	6	Total Payments	35,448.64	
First Payment Date	6/1/2017	Total Interest	2,948.64	
Payment Frequency	Monthly			
Compound Period	Monthly			
Payment Type	End of Period			

Monthly Payment 492.34

Schedule

Rounding On

No.	Due Date	Beginning Balance	Scheduled Payment	Additional Payment	Total Payment	Interest	Principal	Ending Balance
								32,500.00
1	6/1/17	\$32,500.00	\$492.34		\$492.34	\$78.54	\$413.80	\$32,086.20
2	7/1/17	\$32,086.20	\$492.34		\$492.34	\$77.54	\$414.80	\$31,671.40
3	8/1/17	\$31,671.40	\$492.34		\$492.34	\$76.54	\$415.80	\$31,255.60
4	9/1/17	\$31,255.60	\$492.34		\$492.34	\$75.53	\$416.81	\$30,838.79
5	10/1/17	\$30,838.79	\$492.34		\$492.34	\$74.53	\$417.81	\$30,420.98
6	11/1/17	\$30,420.98	\$492.34		\$492.34	\$73.52	\$418.82	\$30,002.16
7	12/1/17	\$30,002.16	\$492.34		\$492.34	\$72.51	\$419.83	\$29,582.33
8	1/1/18	\$29,582.33	\$492.34		\$492.34	\$71.49	\$420.85	\$29,161.48
9	2/1/18	\$29,161.48	\$492.34		\$492.34	\$70.47	\$421.87	\$28,739.61
10	3/1/18	\$28,739.61	\$492.34		\$492.34	\$69.45	\$422.89	\$28,316.72
11	4/1/18	\$28,316.72	\$492.34		\$492.34	\$68.43	\$423.91	\$27,892.81
12	5/1/18	\$27,892.81	\$492.34		\$492.34	\$67.41	\$424.93	\$27,467.88
13	6/1/18	\$27,467.88	\$492.34		\$492.34	\$66.38	\$425.96	\$27,041.92
14	7/1/18	\$27,041.92	\$492.34		\$492.34	\$65.35	\$426.99	\$26,614.93
15	8/1/18	\$26,614.93	\$492.34		\$492.34	\$64.32	\$428.02	\$26,186.91
16	9/1/18	\$26,186.91	\$492.34		\$492.34	\$63.29	\$429.05	\$25,757.86
17	10/1/18	\$25,757.86	\$492.34		\$492.34	\$62.25	\$430.09	\$25,327.77
18	11/1/18	\$25,327.77	\$492.34		\$492.34	\$61.21	\$431.13	\$24,896.64
19	12/1/18	\$24,896.64	\$492.34		\$492.34	\$60.17	\$432.17	\$24,464.47
20	1/1/19	\$24,464.47	\$492.34		\$492.34	\$59.12	\$433.22	\$24,031.25
21	2/1/19	\$24,031.25	\$492.34		\$492.34	\$58.08	\$434.26	\$23,596.99
22	3/1/19	\$23,596.99	\$492.34		\$492.34	\$57.03	\$435.31	\$23,161.68
23	4/1/19	\$23,161.68	\$492.34		\$492.34	\$55.97	\$436.37	\$22,725.31
24	5/1/19	\$22,725.31	\$492.34		\$492.34	\$54.92	\$437.42	\$22,287.89
25	6/1/19	\$22,287.89	\$492.34		\$492.34	\$53.86	\$438.48	\$21,849.41
26	7/1/19	\$21,849.41	\$492.34		\$492.34	\$52.80	\$439.54	\$21,409.87
27	8/1/19	\$21,409.87	\$492.34		\$492.34	\$51.74	\$440.60	\$20,969.27
28	9/1/19	\$20,969.27	\$492.34		\$492.34	\$50.68	\$441.66	\$20,527.61
29	10/1/19	\$20,527.61	\$492.34		\$492.34	\$49.61	\$442.73	\$20,084.88
30	11/1/19	\$20,084.88	\$492.34		\$492.34	\$48.54	\$443.80	\$19,641.08
31	12/1/19	\$19,641.08	\$492.34		\$492.34	\$47.47	\$444.87	\$19,196.21
32	1/1/20	\$19,196.21	\$492.34		\$492.34	\$46.39	\$445.95	\$18,750.26
33	2/1/20	\$18,750.26	\$492.34		\$492.34	\$45.31	\$447.03	\$18,303.23
34	3/1/20	\$18,303.23	\$492.34		\$492.34	\$44.23	\$448.11	\$17,855.12
35	4/1/20	\$17,855.12	\$492.34		\$492.34	\$43.15	\$449.19	\$17,405.93
36	5/1/20	\$17,405.93	\$492.34		\$492.34	\$42.06	\$450.28	\$16,955.65
37	6/1/20	\$16,955.65	\$492.34		\$492.34	\$40.98	\$451.36	\$16,504.29
38	7/1/20	\$16,504.29	\$492.34		\$492.34	\$39.89	\$452.45	\$16,051.84
39	8/1/20	\$16,051.84	\$492.34		\$492.34	\$38.79	\$453.55	\$15,598.29
40	9/1/20	\$15,598.29	\$492.34		\$492.34	\$37.70	\$454.64	\$15,143.65
41	10/1/20	\$15,143.65	\$492.34		\$492.34	\$36.60	\$455.74	\$14,687.91
42	11/1/20	\$14,687.91	\$492.34		\$492.34	\$35.50	\$456.84	\$14,231.07
43	12/1/20	\$14,231.07	\$492.34		\$492.34	\$34.39	\$457.95	\$13,773.12
44	1/1/21	\$13,773.12	\$492.34		\$492.34	\$33.29	\$459.05	\$13,314.07
45	2/1/21	\$13,314.07	\$492.34		\$492.34	\$32.18	\$460.16	\$12,853.91
46	3/1/21	\$12,853.91	\$492.34		\$492.34	\$31.06	\$461.28	\$12,392.63
47	4/1/21	\$12,392.63	\$492.34		\$492.34	\$29.95	\$462.39	\$11,930.24
48	5/1/21	\$11,930.24	\$492.34		\$492.34	\$28.83	\$463.51	\$11,466.73
49	6/1/21	\$11,466.73	\$492.34		\$492.34	\$27.71	\$464.63	\$11,002.10
50	7/1/21	\$11,002.10	\$492.34		\$492.34	\$26.59	\$465.75	\$10,536.35
51	8/1/21	\$10,536.35	\$492.34		\$492.34	\$25.46	\$466.88	\$10,069.47
52	9/1/21	\$10,069.47	\$492.34		\$492.34	\$24.33	\$468.01	\$9,601.46
53	10/1/21	\$9,601.46	\$492.34		\$492.34	\$23.20	\$469.14	\$9,132.32
54	11/1/21	\$9,132.32	\$492.34		\$492.34	\$22.07	\$470.27	\$8,662.05
55	12/1/21	\$8,662.05	\$492.34		\$492.34	\$20.93	\$471.41	\$8,190.64
56	1/1/22	\$8,190.64	\$492.34		\$492.34	\$19.79	\$472.55	\$7,718.09
57	2/1/22	\$7,718.09	\$492.34		\$492.34	\$18.65	\$473.69	\$7,244.40
58	3/1/22	\$7,244.40	\$492.34		\$492.34	\$17.51	\$474.83	\$6,769.57
59	4/1/22	\$6,769.57	\$492.34		\$492.34	\$16.36	\$475.98	\$6,293.59
60	5/1/22	\$6,293.59	\$492.34		\$492.34	\$15.21	\$477.13	\$5,816.46
61	6/1/22	\$5,816.46	\$492.34		\$492.34	\$14.06	\$478.28	\$5,338.18
62	7/1/22	\$5,338.18	\$492.34		\$492.34	\$12.90	\$479.44	\$4,858.74
63	8/1/22	\$4,858.74	\$492.34		\$492.34	\$11.74	\$480.60	\$4,378.14
64	9/1/22	\$4,378.14	\$492.34		\$492.34	\$10.58	\$481.76	\$3,896.38
65	10/1/22	\$3,896.38	\$492.34		\$492.34	\$9.42	\$482.92	\$3,413.46

66	11/1/22	\$3,413.46	\$492.34	\$492.34	\$8.25	\$484.09	\$2,929.37
67	12/1/22	\$2,929.37	\$492.34	\$492.34	\$7.08	\$485.26	\$2,444.11
68	1/1/23	\$2,444.11	\$492.34	\$492.34	\$5.91	\$486.43	\$1,957.68
69	2/1/23	\$1,957.68	\$492.34	\$492.34	\$4.73	\$487.61	\$1,470.07
70	3/1/23	\$1,470.07	\$492.34	\$492.34	\$3.55	\$488.79	\$981.28
71	4/1/23	\$981.28	\$492.34	\$492.34	\$2.37	\$489.97	\$491.31
72	5/1/23	\$491.31	\$492.50	\$492.50	\$1.19	\$491.31	\$0.00