

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Wednesday, March 16, 2016 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
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. Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois for a term not to exceed one (1) year
 2. Approval of a one (1) year extension to the recording of the final plat of subdivision for petition 08-18 Camelot Farm Oswego, LLC
 - B. Public Safety
 1. Approve the Accurate Controls, Maintenance and Service Agreement
 - C. Administration/HR
 1. Approve Resolution Establishing Organizational Chart and Department Heads Supervised by the County Administrator
 2. Approval of Contract for Spring 2016 GIS Aerial Photography with Ayres Associates in an amount not to exceed \$31,560
 - D. Highway
 1. Approve resolution to approve the low bid of D Construction, Inc. in the amount of \$4,653,223.25 to reconstruct Sherrill Road
 2. Approve resolution to approve the low bid of Geneva Construction in the amount of \$505,101.25 to make improvements at Orchard/Caterpillar and Orchard/Galena intersections
 3. Approve Kendall County Forest Preserve District to revise the KC-TAP fund amount of \$3,000 to \$6,000 for shared use path along Route 34 between Ill. Rte. 47 and Orchard Road
 - E. Facilities
 1. Approve Call One customer service agreement for one year
 2. Approve Call One Centrex contract for one year for an estimated cost of \$9.00 per month to guarantee continued use of two circuits, with an estimated cost of \$4,153.06 per month depending on usage
 3. Approval of a one (1) year extension of the waste and recycling agreement dated June 20, 2012 between the County of Kendall and Groot Industries, Inc. from July 30, 2016 to July 29, 2017 in the amount of \$903.87 per month
 4. Approve extension of temporary Facilities Maintenance 1 position for a maximum of 178 days
 - F. Finance
 1. Approve Claims in an amount not to exceed \$ 701,504.42
 2. Approval of Loan to Kendall County Association of Chiefs of Police for \$50,000 from the Public Safety Capital Improvement Fund
 3. Approval of Fiscal Year 2014-2015 audited financial statements
 - G. Labor and Grievance
 - H. Committee of the Whole

- I. Standing Committee Minutes Approval
- 14. Special Committee Reports
 - A. Public Building Commission
 - B. VAC
 - C. Historic Preservation
 - D. Board of Health
- 15. Other Business
- 16. Chairman's Report

Appointments

Announcements

Melissa Maye – Historic Preservation Commission – 3 year term – expires April 2019

- 17. Citizens to be Heard
- 18. Questions from the Press
- 19. Adjournment

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
February 16, 2016**

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, February 16, 2016 at 9:20 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell and Jeff Wehrli.

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

THE MINUTES

Member Purcell moved to approve the submitted minutes from the Adjourned County Board Meeting of 1/19/16. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

THE AGENDA

Member Purcell moved to approve the agenda with the split of the Executive Session at item 9 and then at the end of the meeting after Questions from the Press. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

CORRESPONDENCE AND COMMUNICATIONS

Member Davidson asked what the costs are for the laptops that are going to be used to register voters on Election Day. The County Clerk's office has not yet received a bill for them.

CITIZENS TO BE HEARD

Todd Milliron stated that the unfunded mandate for the computers was discussed at Finance and has been planned for. Mr. Milliron spoke about item 13 A 3, his concern is that proper notification needed to be given to all of the affected property owners. He asked if the board might want to consider tabling the item and going through a new public hearing so everyone has proper notice.

Jerry Bannister, 110D Riverwood Dr, Oswego spoke about item 13 A 3; he informed the board that as he speaks his attorney is at the courthouse attempting to get a verified emergency motion for temporary restraining order and preliminary injunction in a complaint for declaratory relief as it pertains to this issue. Mr. Bannister stated that since there is no way he has to know how the board will vote regarding either tabling the vote or other methodologies to delay it he has had to attempt this action to protect his rights. He has met with Fox Metro to try to get this resolved; he is not trying to stop this he wants it to go forward correctly.

EXECUTIVE SESSION

Member Gryder made a motion to go into Executive Session for (11) litigation, when an action against, affecting of on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

RECONVENE

Member Davidson moved to come back into regular session. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

NEW BUSINESS

Resolution Authorizing the Release of All Claims

Member Wehrli moved to approve a resolution authorizing the release of all claims of bonny Flerlage, et. al. vs. Village of Oswego, et. al., filed in the United States District Court of the Northern District of Illinois, Docket Number 13 DV 6024, for the amount of \$5,000. Member Davidson seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Cullick, Gilmour, Koukol, and Purcell. Members voting nay include Davidson, Gryder, Prochaska, Shaw and Wehrli. **Motion failed 4-5.**

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Baird did not have a report.

County Clerk

Revenue Report		1/1/16-1/31/16	1/1/15-1/31/15
Line Item	Fund	Revenue	Revenue
	County Clerk Fees	\$669.50	\$703.50
	County Clerk Fees - Marriage License	\$780.00	\$450.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00
	County Clerk Fees - Misc	\$1,701.50	\$1,251.00
	County Clerk Fees - Recording	\$22,862.00	\$24,387.00
01010061205	Total County Clerk Fees	\$26,013.00	\$26,791.50
01010001185	County Revenue	\$25,974.25	\$28,184.25
38010001320	Doc Storage	\$13,686.50	\$14,927.50
51010001320	GIS Mapping	\$23,079.00	\$25,250.00
37010001320	GIS Recording	\$2,885.00	\$3,156.00
01010001135	Interest	\$42.42	\$39.01
01010061210	Recorder's Misc	\$4,540.25	\$3,442.00
81010001320	RHSP/Housing Surcharge	\$12,051.00	\$12,663.00
CK # 17723	To KC Treasurer	\$108,271.42	\$114,453.26

Death Certificate Surcharge sent from Clerk's office \$1,028.00 ck # 17960

Dom Viol Fund sent from Clerk's office \$130.00 ck 17961

County Clerk Debbie Gillette presented an annual report for 2015 which includes all of the business conducted in the Offices of the Clerk, Recorder and Elections.

Treasurer

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

Kendall County General Fund
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR TWO MONTHS ENDED 01/31/2016

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2016 YTD Actual</u>	<u>2016 YTD %</u>	<u>2015 YTD Actual</u>	<u>2015 YTD %</u>
Personal Property Repl. Tax	\$406,460	\$69,845	17.18%	\$73,484	19.86%
State Income Tax	\$2,650,000	\$300,649	11.35%	\$518,732	21.70%
Local Use Tax	\$470,000	\$235,436	50.09%	\$92,540	20.56%
State Sales Tax	\$545,492	\$73,247	13.43%	\$174,445	21.14%
County Clerk	\$358,000	\$52,292	14.61%	\$51,080	14.27%

Fees					
Circuit Clerk Fees	\$950,000	\$141,583	14.90%	\$152,393	16.04%
Fines & Foreits/St Atty.	\$475,000	\$55,485	11.68%	\$76,857	15.37%
Building and Zoning	\$59,500	\$3,942	6.62%	\$5,238	9.52%
Interest Income	\$30,000	\$3,965	13.22%	\$1,776	5.92%
Health Insurance - Empl. Ded.	\$1,250,141	\$199,048	15.92%	\$208,554	18.72%
1/4 Cent Sales Tax	\$2,698,000	\$471,424	17.47%	\$456,054	17.71%
County Real Estate Transf Tax	\$396,420	\$55,009	13.88%	\$58,935	23.57%
Correction Dept. Board & Care	\$766,500	\$90,840	11.85%	\$167,040	18.56%
Sheriff Fees	\$355,000	\$32,941	9.28%	\$53,004	9.22%
TOTALS	\$11,410,513	\$1,785,704	15.65%	\$2,090,132	18.43%
Public Safety Sales Tax	\$4,800,000	\$816,101	17.00%	\$799,468	18.59%
Transportation Sales Tax	\$4,300,000	\$816,101	18.98%	\$799,468	18.59%

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

To be on Budget after 2 months the revenue and expense should at 16.66%

EXPENDITURES

All General Fund Offices/Categories

	\$28,159,719	\$4,805,395	17.06%	\$4,238,553	15.71%
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Treasurer, Jill Ferko stated that they have received the salary reimbursements thanks to the help of the State's Attorney's Office.

State's Attorney

State's Attorney Eric Weis stated that Kendall is one of the 4 counties that have received the salary reimbursements; that should put to rest the case that we have pending here. There will be a ribbon cutting for Mutual Ground on February 17th at 3:00pm.

Coroner

Statistics:

2016 Statistics		Stats for Same Period in 2015		Difference
2016 Total Deaths.....	52	Total Deaths.....	40	30%
Autopsies to Date.....	5	Autopsies....	2	100%
Toxicology Samples.	6	Toxicology Samples..	2	100%
Cremation Permits....	27	Cremation Permits...	24	13%

- Deputy Coroner Purcell received 30 hours of continuing education credit for the Medicolegal Death Investigation training through State University of New York at Binghamton.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti presented the projected equalization factors and the estimate of the 2016 EAV.

**ASSESSMENT RATIOS ADJUSTED FOR CHANGES
NON-GROUPED TOWNSHIPS
THROUGH 2015 - BOARD OF REVIEW**

URBAN BY TWP.	2013	2014	2015	3 YEAR AVE.	X FACTOR	= ADJ. AVE.
BIG GROVE	33.55	32.65	32.69	32.96	1.0112	33.33
BRISTOL	32.28	30.29	28.15	30.24	1.1022	33.33
FOX	33.68	32.90	32.55	33.04	1.0088	33.33
KENDALL	32.14	31.20	30.24	31.19	1.0686	33.33
LIS/NASY/SEWARD	34.00	31.18	29.72	31.63	1.0537	33.33
LITTLE ROCK	32.31	27.33	24.86	28.17	1.1832	33.33
OSWEGO	32.96	31.15	30.23	31.45	1.0598	33.33
URBAN WTD.	32.81	30.59	29.24	30.88	1.0793	33.33

\$2,882,920,371	2015 FINAL GROSS EAV
-\$ 63,276,453	2015 FARMLAND & FARM BUILDING EAV

\$2,819,643,918	2015 NON-FARM EAV
X 1.0793	2016 EQUALIZATION FACTOR (+7.93%)

\$3,043,241,681	2016 EQUALIZED ADJUSTED GROSS EAV
+ \$ 66,237,791	2015 FARM BUILDINGS AND FARMLAND WITH 2016 INCREASE (approx + 4.68%)
+ \$ 28,454,310	ESTIMATED NEW CONSTRUCTION
- \$ 21,302,730	ESTIMATED BOR REDUCTIONS

\$3,116,641,052	ESTIMATED 2016 EQUALIZED GROSS EAV

\$3,116,641,052/\$2,882,920,371 = 1.081 or an 8.1% **INCREASE** IN EAV FROM 2015 TO 2016.

Members discussed the tax rate impact on property owners.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Special Use for 9923 Walker Road

Member Gryder made a motion to approve petition 15-17 by Kevin Calder for a Special Use located at 9923 Walker Road in Kendall Township to allow a landscape operation in the A-1 Agricultural District. Member Davidson seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Davidson who abstained.
Motion carried.

A complete copy of Ordinance 16-01 is available in the office of the County Clerk.

Special Use for 8573 Fox River Drive

Member Gryder made a motion to approve petition 16-01 by Peter and Mary Bielby for a special use located at 8573 Fox River Drive in Fox Township to allow a kennel operation in the A-1 Agricultural District and a variance to Section 7.01 D.27 of the Kendall County Zoning Ordinance to permit a kennel structure to be located twenty-five feet from a non-residential zoning district. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting. **Motion carried.**

A complete copy of Ordinance 16-02 is available in the office of the County Clerk.

Variance for Fox Metro

Member Gryder stated that a public hearing on Thursday. Greg Chismark the engineer from WBK Engineering explained that the variance has two components the first is site runoff storage and the second is flood plain storage. Mr. Chismark spoke about the first component the site runoff storage/storm water detention. They are looking to seek a positive approval of the variance. They are not looking for a vote on the second item; he believes that it bears further review.

BREAK

RECONVENE

Chairman Shaw reconvened the meeting going back to the Building and Zoning item 3. State’s Attorney Eric Weis stated that he has talked to both parties and they seem to be in agreement as to what the board can vote upon. The judge has not approved it yet; the understanding is that they would allow a vote on the site runoff storage requirement. They are withdrawing that from part of their petition for any temporary restraining order. They are going to agree on a temporary restraining order on the issue of the flood plain compensatory storage. The board would not be allowed to take action on that. As long as the judge agrees they board will be able to vote on part one if they choose to.

Proclamation Recognizing the 175th Anniversary of Kendall County

Member Gilmour made a motion to approve a proclamation recognizing the 175th anniversary of the creation of Kendall County. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting. **Motion carried.**

IGAM 16-07

**A PROCLAMATION
RECOGNIZING THE 175TH ANNIVERSARY OF THE CREATION OF KENDALL COUNTY**

Whereas, Kendall County has a long rich history in Illinois dating back to its first settlers in the 19th Century; and

Whereas, favorable weather conditions in the early 1830’s allowed hundreds of settlers to travel west to Illinois; and

Whereas, by 1838 the communities of Oswego, Newark, Yorkville, Little Rock, Lisbon, and Millington had been settled; and

Whereas, residents of Oswego, Bristol, and Little Rock townships originally traveled north to Geneva to conduct legal business at the Kane County Courthouse; and

Whereas, those living in Na Au Say, Kendall, Fox, Big Grove, Lisbon, and Seward townships traveled to Ottawa to conduct legal business at the LaSalle County Courthouse; and

Whereas, settlers living along the Fox River between Ottawa and Aurora worked together to establish a new county to call their own; and

Whereas, the original petition circulated in the fall of 1840 asked the Illinois General Assembly to establish a new county comprised of nine townships; and

Whereas, when the new county was proposed in the Illinois House of Representatives, it included the boundaries for new townships that would eventually become the townships of Little Rock, Bristol, Oswego, Fox, Kendall, Na-Au-Say, Big Grove, Lisbon, and Seward; and

Whereas, the name of the newly created county would be Kendall, in honor of Postmaster General Amos Kendall under President Andrew Jackson; and

Whereas, the legislation creating Kendall County was approved by the Illinois Senate and Illinois House of Representatives on February 13, 1841; and

Whereas, the legislation was approved on February 19, 1841.

Now Therefore Be It Proclaimed by the Kendall County Board:

That February 19, 2016 marks the 175th anniversary of the creation of Kendall County in the State of Illinois and the people of Kendall County are encouraged to recognize and celebrate this historic occasion with their fellow citizens across the County.

Adopted by the Kendall County Board this 16th day of February, 2016

Attest:

Debbie Gillette
County Clerk

John A. Shaw
Chairman

Public Safety

Member Prochaska reviewed the minutes in the packet from the February 8, 2016 meeting.

Administration/HR

Member Cullick reviewed the minutes in the packet from the February 4, 2016 meeting.

Highway

Resolution to Seal Coat Grove Road

Member Koukol made a motion to approve the resolution appropriating \$120,000 of Motor Fuel Tax Funds to seal coat Grove Road from Sherrill Road to US Route 52. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting. **Motion carried.**

A complete copy of Resolution 16-02 is available in the office of the County Clerk.

Resolution to resurface Plainfield Road

Member Koukol made a motion to approve a resolution appropriating \$1,400,000 of Motor Fuel Tax Funds to resurface Plainfield Road from Grove Road to Ridge Road. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting. **Motion carried.**

A complete copy of Resolution 16-03 is available in the office of the County Clerk.

Resolution for County Engineer's Salary

Member Koukol made a motion to approve the resolution appropriating funds for the payment of the County Engineer's salary of \$109,000 and authorizing IDOT to transfer \$54,000 of Federal Surface transportation funds in return for an equal amount of State funds. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting. **Motion carried.**

A complete copy of Resolution 16-04 is available in the office of the County Clerk.

Announce recipients of 2016 KC-TAP funds

Member Koukol announced the 2016 KC-TAP Kendall County Transportation Alternatives Program funds to the Kendall County Forest Preserve District in the amount of \$3,000 for shared use path along Route 34 between IL Rte 47 and Orchard Road and the City of Yorkville in the amount of \$35,000 for multi-use path and sidewalks along IL Rte 47 in Yorkville.

Facilities

Lightning Protection Contract

Member Davidson made a motion to approve the lightning protection contract for the Courthouse with Continental Electric in the amount of \$23,790.00 to be reimbursed by the Public Building Commission. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting. **Motion carried.**

A complete copy of IGAM 16-08 is available in the office of the County Clerk.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of \$621,610.57 and Grand Juror Claims in the amount of \$750.00. Member Gryder seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$52,757.47, B&Z \$1,154.58, CO CLK & RCDR \$699.95, ELECTION \$4,809.07, ED SRV REG \$5,900.17, SHRFF \$25,817.30, CRRCTNS \$15,441.83, EMA \$976.98, CRCT CT CLK \$1,386.12, JURY COMM \$4,718.09, CRCT CT JDG \$7,699.14, CRNR \$1,809.94, CMB CRT SRV \$344.29, PUB DFNDR \$425.90, ST ATTY \$658.19, SPRV OF ASSMNT \$1,508.65, CO TRSR \$509.09, EMPLY HLTH INS \$25,100.42, OFF OF ADMN SRV \$137.95, GNRL IN & BNDG \$108.00, CO BRDG \$633.41, TECH SRV \$4,055.02, PRPTY TX SRV \$13,860.00, CAP EXPNEND \$1,461.00, CO HWY \$43,097.57, CO BRDG \$165,118.40, TRANSPRT SALES TX \$37,394.66, KC TRANSP ALT PRGM \$5,745.44, HLTH & HMN SRV \$93,641.51, FRST PRSRV \$731.62, ELLIS HS \$191.29, ELLIS BDAY PARTIES \$17.98, ELLIS WDDNGS \$914.12, HOOVER \$1,191.85, ENV ED NTRL BEGINNINGS \$156.11, ENV ED LWS OF NTR \$140.44, GRNDS & NTRL RSRCs \$4,197.91, RCDR DOC STRG \$5,500.00, SHRFF PREV OF ALCH-CRM \$212.00, DRG ABS EXPND FND \$3,611.98, HIDTA \$38,809.25, CO CMSRY FND \$14,387.66, CRT SEC FND \$60.14, LAW LBRY \$1,665.46, JUV JSTC CNCL \$250.00, PRBTN SRV EXP FND \$2,678.64, GIS \$3,221.60, CO RSRV FND \$461.82, EMPLY BNFT PRGM \$1,485.74, PUB SFTY \$21,750.00, SHRFF FTA FND \$2,306.59, VAC \$1,418.23, SHRFF VHCL FND \$30.00

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

Labor & Grievance

The committee did not meet.

Committee of the Whole

Chairman Shaw stated that they had discussions that they are still trying to settle.

STANDING COMMITTEE MINUTES APPROVAL

Member Gryder moved to approve all of the Standing Committee Minutes and Reports. Member Davidson seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL COMMITTEE REPORTS

Public Building Commission

Member Wehrli stated that they did not have a meeting; hopefully they will be able to start to close it out soon.

VAC

Member Wehrli reported that they have quarterly meetings and the last meeting was reported on last month.

Historic Preservation

Member Wehrli stated that they meet on February 17th.

Board of Health

Member Wehrli reported that they will be meeting on February 23rd.

Juvenile Justice Council

Member Gilmour said that they meet on April 1st.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Variance for Fox Metro

State's Attorney Eric Weis told the board that he has received confirmation from the emergency order that was filed today. The court has ruled on the verified emergency for temporary restraining order and preliminary injunction. The parties have agreed as follows: a variance regarding the flood plain compensatory storage shall be tabled and the variance regarding the onsite storm water storage shall be presented for a vote to the County Board. The motion is continued to March 3, 2016 at

9:00am. They board may table the whole thing; they cannot vote on the issue of the flood plain, they may vote on an amended ordinance for a variance as to the onsite storm water storage.

Member Gryder made a motion to approve the variance to accept fee-in-lieu of site runoff storage under the requirements of Sections 201.6 Depressional Storage and 203 Site Runoff Storage Requirements of Article II of the Kendall County Stormwater Management Ordinance for on-site storm water detention in the amount of 6.69 acre-ft and depressional storage in the amount of 0.40 acre-ft for the Fox Metro Reclamation District located at 682 State Route 31 in Oswego Township. Member Wehrli seconded the motion.

Members discussed the flood plain compensatory storage at the Fox Metro site on Route 31. How compensatory storage works was explained by Mr. Chismark. It was expressed that proper notification and a public hearing would be held if the need arises in the future.

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

A complete copy of Ordinance 16-02 is available in the office of the County Clerk.

CHAIRMAN'S REPORT

APPOINTMENTS

Dan Roberts (Reappointment) – Minooka Fire Protection District Trustee, Kendall County Rep 3 year term Expires April 2019

Member Shaw moved to approve all of the appointment. Member Davidson seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

EXECUTIVE SESSION

Member Davidson made a motion to go into Executive Session for (1) litigation, when an action against, affecting of on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity and (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations, concerning salary schedules for one or more classes of employees. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

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

Approved and submitted this 3rd day of March, 2016.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk

Kendall County Clerk			
Revenue Report		2/1/16-2/28/16	2/1/15-2/28/15
Line Item	Fund		Revenue
	County Clerk Fees	\$617.50	\$620.00
	County Clerk Fees - Marriage License	\$810.00	\$600.00
	County Clerk Fees - Civil Union	\$0.00	\$30.00
	County Clerk Fees - Misc	\$1,421.50	\$3,717.04
	County Clerk Fees - Recording	\$21,373.00	\$21,175.00
01010061205	Total County Clerk Fees	\$24,222.00	\$26,142.04
01010001185	County Revenue	\$18,821.25	\$14,438.00
38010001320	Doc Storage	\$12,629.50	\$12,981.00
51010001320	GIS Mapping	\$21,278.00	\$21,908.00
37010001320	GIS Recording	\$2,656.00	\$2,736.00
01010001135	Interest	\$34.78	\$33.88
01010061210	Recorder's Misc	\$4,264.75	\$4,313.61
81010001320	RHSP/Housing Surcharge	\$11,115.00	\$11,160.00
CK # 17984	To KC Treasurer	\$95,021.28	\$93,712.53
Death Certificate Surcharge sent from Clerk's office \$756.00 ck # 17981			
Dom Viol Fund sent from Clerk's office \$135.00 ck 17982			

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 THREE MONTHS ENDED 02/29/2016

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2016 YTD Actual</u>	<u>2016 YTD %</u>	<u>2015 YTD Actual</u>	<u>2015 YTD %</u>
Personal Property Repl. Tax	\$406,460	\$69,845	17.18%	\$73,484	19.86%
State Income Tax	\$2,650,000	\$300,649	11.35%	\$518,732	21.70%
Local Use Tax	\$470,000	\$235,436	50.09%	\$135,313	30.07%
State Sales Tax	\$545,492	\$98,738	18.10%	\$249,524	30.25%
County Clerk Fees	\$358,000	\$78,305	21.87%	\$77,871	21.75%
Circuit Clerk Fees	\$950,000	\$210,213	22.13%	\$152,393	16.04%
Fines & Foreits/St Atty.	\$475,000	\$83,770	17.64%	\$76,857	15.37%
Building and Zoning	\$59,500	\$5,080	8.54%	\$8,850	16.09%
Interest Income	\$30,000	\$7,816	26.05%	\$3,125	10.42%
Health Insurance – Empl. Ded.	\$1,250,141	\$292,350	23.39%	\$293,267	26.32%
1/4 Cent Sales Tax	\$2,698,000	\$712,895	26.42%	\$699,123	27.15%
County Real Estate Transf Tax	\$396,420	\$80,984	20.43%	\$87,120	34.85%
Correction Dept. Board & Care	\$766,500	\$139,320	18.18%	\$185,760	20.64%
Sheriff Fees	\$355,000	\$58,159	16.38%	\$73,101	12.71%
TOTALS	\$11,410,513	\$2,373,558	20.80%	\$2,634,519	23.23%
Public Safety Sales Tax	\$4,800,000	\$1,239,988	25.83%	\$1,229,430	28.59%
Transportation Sales Tax	\$4,300,000	\$1,239,988	28.84%	\$1,229,430	28.59%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 3 months the revenue and expense should at 24.99%

EXPENDITURES

All General Fund Offices/Categories

\$28,159,719	\$6,653,278	23.63%	\$6,160,690	22.84%
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KENDALL COUNTY CORONER

February 2016 Monthly Report

DATE	CASE NUMBER	TIME	NATURE	POST	TOX	LOCATION
Wednesday, February 03, 2016	1602053 *	11:15 PM	Natural	N	N	Residence
Thursday, February 04, 2016	1602054	11:20 AM	Natural	N	N	Residence
Thursday, February 04, 2016	1602055 *	8:54 PM	Natural	N	N	Residence
Saturday, February 06, 2016	1602056 *	8:50 AM	Natural	N	N	Residence
Sunday, February 07, 2016	1602057 *	12:45 AM	Natural	N	N	Nursing Home
Sunday, January 31, 2016	1602058 *	6:40 PM	Natural	N	N	Residence
Wednesday, February 10, 2016	1602059 *	7:11 PM	Natural	N	N	Residence
Thursday, February 11, 2016	1602060	4:10 PM	Natural	N	N	Residence
Thursday, February 18, 2016	1602061	10:36 AM	Natural	N	N	Residence
Friday, February 19, 2016	1602062 *	9:43 PM	Natural	N	N	Nursing Home
Friday, February 19, 2016	1602063	11:05 AM	Natural	N	N	Residence
Saturday, February 20, 2016	1602064 *	11:45 AM	Natural	N	N	Residence
Monday, February 22, 2016	1602065 *	8:26 AM	Natural	N	N	Nursing Home
Monday, February 22, 2016	1602066	2:02 PM	Natural	N	Y	Roadway
Tuesday, February 23, 2016	1602067 *	5:37 AM	Natural	N	Y	Campground
Thursday, February 25, 2016	1602068	12:15 PM	Natural	N	N	Residence
Thursday, February 25, 2016	1602069	3:10 PM	Natural	N	N	Residence
Friday, February 26, 2016	1602070 *	11:14 PM	Natural	N	N	Assisted Living

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours 61%

Statistics:

FY 2016 Statistics		Stats for Same Period in FY 2015		Difference
2016 Total Deaths.....	70	Total Deaths.....	56	25%
Autopsies to Date.....	5	Autopsies....	4	100%
Toxicology Samples..	8	Toxicology Samples..	5	100%
Cremation Permits....	41	Cremation Permits...	33	24%

Coroner's Office Personnel Update:

* Coroner Toftoy provided New Hire Orientation for a new Kendall County Sheriff's Office Deputy on February 2, 2016.

* Deputy Coroner Jacquie Purcell provided a presentation to the Law Enforcement Class at Oswego High School on February 17, 2016.

* Deputy Coroner Jacquie Purcell provided a morgue tour for the Law Enforcement Class from Oswego High School on February 19, 2016.

* Deputy Coroner Jacquie Purcell provided a presentation to the Advanced Health/Health Careers Class at Oswego East High School on February 25, 2016.

**COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2016-__**

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN
KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE,
ILLINOIS**

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

WHEREAS, Kendall County and the United City of Yorkville are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), Kendall County and the United City of Yorkville are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, Kendall County and the United City of Yorkville wish to share their resources and assist each other in the performance of building inspections.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby approves the *Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois*, which is attached hereto and made a part hereof by reference as Exhibit A; and

BE IT FURTHER RESOLVED that the Kendall County Board Chairman is hereby authorized to execute said intergovernmental agreement on behalf of Kendall County.

Approved and adopted by the County Board of Kendall County, Illinois, this 16th day of March, 2016.

Board Chairman Signature:

Attest:

John A. Shaw, Chairman
County Board

Debbie Gillette
County Clerk

EXHIBIT "A"

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING
INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND THE
UNITED CITY OF YORKVILLE, ILLINOIS - 2016**

THIS INTERGOVERNMENTAL AGREEMENT (*"the Agreement"*) by and between the County of Kendall, a unit of local government of the State of Illinois (*"Kendall County"*) and the United City of Yorkville, Kendall County, Illinois (the *"City"*) a municipal corporation of the State of Illinois, is as follows:

WITNESSETH:

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

WHEREAS, the City and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), the County and City (collectively referred to as the *"Parties"*) are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

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WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

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

Section 2.

- a. The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Pete Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.
- b. The Parties agree that the United City of Yorkville Building Code Official Pete Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

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violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

- a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or
- h. If Kendall County Code Official Holdiman or City Building Code Official has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or
- c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or
- d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

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For purposes of this Agreement, the party requesting assistance shall be referred to as "the home jurisdiction" and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as "the visiting inspector".

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector's assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours notice when there is a foreseeable need for the other party's inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector's services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction's forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

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and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,

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when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

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Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

If to the County: Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

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

If to the City: Community Development Director
United City of Yorkville Building Safety and Zoning
800 Game Farm Road
Yorkville, Illinois 60560
Fax: 630-553-7264

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

Section 17. 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.

Section 18. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except

EXHIBIT "A"

as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 19. Nothing contained in this Agreement, nor any act of Kendall County or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to the parties at the addresses set forth in Section 16. Before starting inspections hereunder, the parties shall obtain the following insurance at a minimum: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where

EXHIBIT "A"

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; (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit; and (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence and \$5,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. Neither party waives its immunities or defenses, whether statutory or common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 22. This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

Section 23. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

EXHIBIT "A"

Section 24. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 25. Kendall County and the City each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

County of Kendall, a unit of local government
of the State of Illinois

United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____
Chair, Kendall County Board

By: _____
Mayor

Date: _____

Date: _____

Attest:

Attest:

County Clerk

City Clerk

March 7, 2016

Mr. Brian Holdiman
Code Official, The County of Kendall
Planning, Building and Zoning
111 West Fox Street, Room 203
Yorkville, IL 60560

Re: Camelot Farm Subdivision, Na-Au-Say
Township, Kendall County, Illinois

Dear Brian,

We appreciate the courtesy that Kendall County has extended to us in granting an extension on the recording of the plat of subdivision over these past years and hope that it is appropriate to grant another extension given that we now have the large dairy barn home on the market and are determined keep it on the market until sold. Our attorney, Dan Kramer, has the original of the plat that was previously prepared, signed and ready for recording as soon as the home is sold. The delay in recording is beneficial for us maintain legal protections that Dan and our insurance provider have recommended. It has no impact on the county that we are aware of, no impact on our neighbors and is only intended to help us properly sequence the sale of the home and the recording of the subdivision.

In the fall of 2015, we initiated the first step in the process by entering into a one year agreement with a real estate company and placed the large dairy barn home on the market. Given the uniqueness of the property, the real estate company suggested that selling the home and finding the right buyer may take quite some time. We fully agree with this assessment, but are confident that we will eventually find the right buyer.

Once the dairy barn home is sold, the plat of subdivision will be recorded concurrently with the recording of the sale of the home. We are optimistic that the market has improved to the point where our home is attractive to a greater number of potential buyers.

My wife and I appreciate and thank you and the County for your help in this regard.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Massimo Bianchini". The signature is fluid and cursive, with a horizontal line extending to the right.

Massimo Bianchini and Susan Kovalik
Camelot Farm Oswego
55 Chippewa Drive
Oswego, IL 60543
Work Phone: (312) 269-3175
Cell Phone: (708) 935-9501

Kendall County Subdivision Control Ordinance

Section 7.00 Procedure for Approval and Requirements

Section 7.06.H

Upon approval of the plat by the County Board, the application shall record the plat with the County Recorder within six (6) months. If the plat has not been recorded within this amount of time, the approval shall become null & void unless an extension to the recording of the plat has been granted by the County. Such a request shall be made in writing and submitted to the Plat Officer who will then forward the request to the PBZC for review and recommendation to the full County Board.



Maintenance And Service Agreement

Accurate Controls, Inc.

MAINTENANCE AND SERVICE AGREEMENT

(Security Automation Systems)

THIS AGREEMENT executed on this the ____ day _____ of , 2016 , but agreed to be effective from and after the 28th day of January , 2016 , by and between Kendall County, Kendall County Sheriff's Office (hereinafter "Client"), and ACCURATE CONTROLS, INC., (hereinafter "ACI"). NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Client hires ACI and ACI agrees to work for Client under the terms and conditions hereby agreed upon by the parties.

SECTION 1 – Scope of Services

ACI agrees to perform maintenance services for the Security Automation Systems, installed by ACI, at the Client's facility located at 1102 Cornell Lane, Yorkville, IL 60560. ACI agrees to perform the work for the Client on the terms and conditions set forth in this Agreement and as defined under the following Plans. It is recommended that the owner provide an internet link for remote access so we can better support your facility.

BRONZE PLAN:

Provide online, 24/7 telephone technical assistance, and provide one (1) scheduled annual maintenance visit. Annual maintenance visit will include one qualified technician for a limit of two (2) days, 8:00 am until 4:30 pm (lunch break 1/2 hour) to inspect and adjust any equipment scheduled by the Client or deemed necessary by the inspecting technician. This visit will include a routine check of all security control systems installed by ACI. The scheduled maintenance date shall be determined at the beginning of the Agreement.

	Typical	Contract
<input checked="" type="checkbox"/> ANNUAL FEE (for 1 year Agreement):	\$ 7,202.68	\$ 4,861.00
<input type="checkbox"/> TWO YEAR FEE* (for 2 year Agreement):	\$ 14,117.25	\$ 9,528.34
<input type="checkbox"/> THREE YEAR FEE* (for 3 year Agreement):	\$ 20,527.64	\$ 13,854.99

**The two year Agreement is equal to the Annual Fee multiplied by two (2), less a 2% incentive discount. The three year Agreement is equal to the Annual Fee multiplied by three (3), less 5% incentive discount.*

Any additional visits made by Accurate Controls' maintenance staff will be provided and billed by hour, travel and per diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

SECTION 2 – Term of Agreement

Option #1: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of twelve (12) months from the effective start date of the Agreement.

Option #2: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of twenty-four (24) months from the effective start date of the Agreement.

Option #3: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of thirty-six (36) months from the effective start date of the Agreement.

Maintenance and Service Agreement may be renewed between Client and ACI thirty (30) days prior to the expiration of subject Agreement. Terms and Conditions of extended Agreement are subject to change and will be presented to the Client in a new Maintenance and Service Agreement offered by ACI at that time. ACI shall also allow annual extensions of an existing Maintenance and Service Agreement via the use of a signed purchase order from the facility. Terms and conditions of the existing Maintenance and Service Agreement will be binding unless agreed changes are specifically outlined on the signed purchase order.

SECTION 3 – Payment Terms

3.1 ACI's payment terms shall be as follows:

- a. ACI's payment terms shall be as follows: All payments to ACI shall be made in compliance with Illinois Local Government Prompt Payment Act. 50ILCS 505/1, et seq.
- b. Agreement billing shall be as follows:
 1. 1 Year Plan: Shall be billed in full at initiation of contract or 12 equal payments. Select Plan.
 - One Invoice, payment in full
 - Monthly Invoices
 2. 2 Year Plan: Shall be billed in two installments. First installment, equal to 50% of the total Agreement amount, billed at initiation of Agreement and final installment equal to 50% of the total Agreement, billed one year from date of first billing. Twenty-four monthly invoice option also available. Select Plan.
 - Two Invoices
 - Monthly Invoices
 3. 3 Year Plan: Shall be billed in three installments. First installment, equal to 45% of the total Agreement amount, billed at initiation of Agreement. Second installment equal to 35% of the total Agreement amount shall be billed one year from date of first billing. Final installment equal to 20% of the total Agreement amount shall be billed two years from date of first billing. Thirty-six monthly invoice option also available. Select Plan.
 - Three Invoices
 - Monthly Invoices

Any additional equipment costs over ACI's maximum coverage levels, any emergency visits and door hardware service work will be invoiced at the time of the service call.

3.2 Late fees may be subject to increase.

SECTION 4 – Maintenance Services

- 4.1 In case of emergency, ACI will promptly respond to the Client's call for services and an emergency call-out telephone contact number will be provided and manned 24 hours a day throughout the Agreement. On-site services shall be provided within 24 hours as deemed required by ACI.
- 4.2 Except in emergency, maintenance services will normally be carried out between the hours of 8:00 am to 4:30 pm on weekdays.
- 4.3 Major maintenance services will be undertaken during hours as agreed in advance between the Client and ACI.
- 4.4 Routine maintenance service visits shall be scheduled between Client and ACI Scheduling Supervisor and are subject to change based on ACI technician availability.

SECTION 5 – Standard of Services

- 5.1 All services to be undertaken by ACI shall be executed by competent and properly trained personnel of ACI to the highest standards and to the reasonable satisfaction of the Client. 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.
- 5.2 Accurate Controls, Inc. will not replace or warrant hardware, which is damaged due to client's negligence, fire, natural disasters or vandalism. ACI assumes no responsibility for any current, or extended, manufacturer's warranties on products, which existed in the Client's facility when this Agreement was entered in to.
- 5.3 ACI's normal working hours are 8 am to 4:30 pm Central Time with ½ hour lunch break, Monday through Friday. Any service times other than these hours will be considered premium and will invoice at 1.5 times the maintenance agreement rate listed on Schedule A, with the exception of Sundays or National Holidays, which will be invoiced at 2 times the maintenance agreement rate.
- 5.4 The security system will not work properly if equipment is tampered with, and, or otherwise damaged.
- 5.5 ACI agrees to comply with any and all applicable federal, state or 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, or location. Such obligation includes, but is not limited to environmental laws, civil rights laws, prevailing wage and labor

laws.

SECTION 6 – Unacceptable Services or Contractor’s Personnel

- 6.1** Any services which are not performed in accordance with the requirements of the Agreement shall, upon request by Client, promptly be corrected free of charge.
- 6.2** Any personnel of ACI who are, in the Client's reasonable opinion, incompetent or in any other way unacceptable (including but not limited to, those situations articulated in Section 9.1) shall promptly be replaced by acceptable personnel at no cost to the Client.

SECTION 7 – Reports

- 7.1** ACI shall submit regular reports to the Client detailing services carried out, repairs and adjustments made, condition of equipment, and other information which the Client may from time to time reasonably require.

SECTION 8 – Spare Parts

- 8.1** ACI shall at all times keep a listing of all spare parts sufficient for all service and repair work as may become necessary during the Agreement period. ACI will order parts for next day delivery from its manufacturers, suppliers and distributors. ACI shall notify Client when spare parts become obsolete.
- 8.2** Any parts required to be replaced during scheduled maintenance calls by ACI, shall be called in to ACI by Client no later than seven (7) business days prior to the scheduled maintenance call.

SECTION 9 – Liability of the Contractor

9.1 ACI is an independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Client. ACI understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to ACI's officers, employees, and agents for the performance of services set forth in the Agreement. ACI further understands and agrees that ACI is solely responsible for making all required payroll deductions and other tax and wage withholding pursuant to state and federal law for ACI's officers, employees and/or agents who perform services as set forth in the Agreement. ACI also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of ACI, ACI's officers, employees and agents and agrees that Client is not responsible for providing any insurance coverage for the benefit of ACI, ACI's officers, employees and agents. ACI hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Client, Kendall County, past, present and future board members, officials, employees, insurers, and agents for any alleged injuries that ACI, its officers, employees and/or agents may sustain while performing services under the Agreement.

ACI shall exercise general and overall control of its officers, employees. For public security purposes, ACI further agrees that it shall not assign any individual to perform work on-site at Kendall County unless ACI has completed a criminal background investigation for each individual to be performing work on-site at Kendall County. 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, ACI agrees that it shall not assign the individual to perform work on-site at Kendall County absent prior consent from Client. Client, at any time and in Client's sole discretion, may require ACI to remove any individual from performing any further work on-site under this Agreement. Should Client have a complaint regarding the performance of the services or the behavior of ACI's officers, employees and/or agents performing services under this Agreement, or should Client request a change in the manner in which services are being performed pursuant to this Agreement, Client shall transmit the same to ACI's on-site foreman and/or to any other member of ACI's management, who shall take immediate action and shall resolve the problem to Client's satisfaction. ACI's failure to take immediate action and/or to resolve the problem to Client's satisfaction may result in a material breach of the Agreement.

9.2 ACI shall at its own expense arrange and maintain insurance to cover its liability under this Contract. ACI will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be canceled or changed without thirty (30) days prior written notice, given by the insurance carrier to Client. Before starting work hereunder, ACI shall deposit with Client 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 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate. Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. . Kendall County shall also be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of ACI'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 ACI, nor be deemed as a limitation on ACI's liability to Kendall County in this Agreement.

SECTION 10 – Independent Contractor

10.1 ACI shall, in the performance of all obligations under this Agreement, act in the capacity of an independent Contractor and not as agent for the Client.

SECTION 11 – Termination

11.1 This Agreement may be terminated at any time by the Client giving not less than thirty (30) days written notice to ACI. In the event that this contract is terminated prior to its expiration, the client will be entitled to a refund of its fees paid in advance as follows: For each scheduled visit not completed by ACI, the client will be refunded \$1,316.00. In addition, the remainder of the contract total less the cost of scheduled on-site visits completed shall be refunded on a per diem basis (remaining contract total divided by total contract days multiplied by a contract days used).

11.2 This Agreement may, notwithstanding any other provisions, be terminated by the Client forthwith at any time in the event of ACI's default, breach of contract, bankruptcy, receivership, or liquidation.

11.3 This Agreement may also be terminated by ACI at any time in the event of the Client being more than sixty (60) days overdue with payment, when taking into account the Illinois Local Government Prompt Payment Act (50ILCS 505/1 et seq.) or in the event of the Client's bankruptcy, receivership or liquidation. Should ACI choose to exercise this option, it shall first notify Client in writing fourteen (14) days prior to such termination to allow for Client to cure the default.

SECTION 12 – Assignment & Subletting

12.1 ACI shall not assign or sublet this Agreement or any part of it to any third party without the prior written consent of the Client.

12.2 The terms of this contract extend to the Client's successors, assignees, and legal representatives.

12.3 It is understood and agreed between the parties hereto that time is of the essence to this contract and this applies to all terms and conditions contained herein.

a. This Agreement shall be governed by, construed and enforced pursuant to the laws of the State of Illinois without regard to the conflicts of law provisions of the State of Illinois. The venue for all litigation pertaining to this Agreement shall be the Circuit Court of Kendall County.

12.4 In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

12.5 ACI and Client each hereby warrant and represent that their respective signature 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.

- 12.6** This Agreement may be executed in counterparts (including facsimile signature), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 12.7** The undersigned Client has read completely the terms of this contract and understands and agrees to follow the terms and obligations as specified herein.
- 12.8** ACI agrees to indemnify and hold harmless Client, including Client's past, present and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys' fees and other legal expenses, which Client, its past, present and future board members, elected officials, insurers, employees and/or agents may sustain, incur or be required to pay arising out of ACI's performance or failure to adequately perform its obligations pursuant to this Agreement.
- 12.9** All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Prevailing Wage Act (820 ILCS 130/0.01, et seq.). Including, but not limited to all wage, notice and record-keeping duties.
- 12.10** ACI certifies that ACI is 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 820 ILCS 130/1. Et seq. (The Prevailing Wage Act).
- 12.11** ACI, 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. Also, ACI agrees to provide a drug free workplace as provided for in 30 ILCS 580/1, et seq.
- 12.12** If during the term of the Agreement 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 Preference Act"), ACI agrees to employ Illinois laborers on this Project in accordance with the Preference Act. ACI understands that the Preference Act defines (a) "period of excessive unemployment" "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. ACI understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
- 12.13** Any notice to be given under this agreement shall be sent via certified mail return receipt requested to:

For the Client:

Kendall County Sheriff
Attn: Commander Sabrina J. Jennings
1102 Cornell Lane
Yorkville, IL 60560

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

For ACI:

Accurate Controls Inc.
Attn: Lynn Priebe
326 Blackburn St.
Ripon, WI 54971

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

SECTION 13 – Entire Agreement

13.1. This Agreement represents the entire agreement between parties and may not be modified except in writing signed by both parties.

Dated this ____ day _____ of 2016.

Client

ACI

Signed by: _____

Signed by: _____

Printed name and title: _____

Printed name and title: _____

For and on behalf of: _____

For and on behalf of: _____

Signed by: _____

Printed name and title: _____

For and on behalf of: _____

SCHEDULE A

Fees and Expenses for Time and Material

- 1. Online technical assistance:**
 - a. \$123.00 per hour billed in 30 minute increments without an Agreement
 - b. \$84.00 per hour billed in 30 minute increments with an Agreement
- 2. Telephone technical assistance:**
 - a. \$123.00 per hour billed in 30 minute increments without an Agreement
 - b. \$84.00 per hour billed in 30 minute increments with an Agreement
- 3. Programming assistance:**
 - a. \$162.00 per hour billed in 30 minute increments without an Agreement
 - b. \$105.00 per hour billed in 30 minute increments with an Agreement
- 4. After normal working hours telephone technical assistance (After normal working hours are from 4:30 pm. To 8:00 am.)**
 - a. \$246.75 per hour billed in 30 minute increments without an Agreement
 - b. \$168.00 per hour billed in 30 minute increments with an Agreement
- 5. On-site Services:**
 - a. \$123.00 per hour per person, including travel time to and from facility without an Agreement
 - b. \$84.00 per hour per person, including travel time to and from facility with an Agreement
- 6. Additional Training:**
 - a. \$125.00 per hour per person, including travel time to and from facility without an Agreement
 - b. \$100.00 per hour per person, including travel time to and from facility with an Agreement
- 7. Door hardware service: \$162.75 per hour per person, including travel time to and from facility.**
- 8. Travel per diem expense:**
 - a. \$2,878.00 per required round trip to Yorkville, IL without an Agreement.
 - b. \$1,734.00 per required round trip to Yorkville, IL with an Agreement.
- 9. Per Diem expense: \$173.00 per required overnight stay per person.**

Lynn Priebe – Accurate Controls, Inc.

Service Manager

326 Blackburn Street

Ripon, WI, 54971

Phone: 920-748-6603 ext. 226

Fax: 920-748-9397

lpriebe@accuratecontrols.com

www.accuratecontrols.com

COUNTY OF KENDALL, ILLINOIS
ADMINISTRATION HUMAN RESOURCES COMMITTEE
County Office Building
County Board Rooms 209-210
111 W. Fox Street, Yorkville IL
Meeting Minutes
Thursday, March 3, 2016

CALL TO ORDER

The meeting was called to order by Admin HR Committee Chair Lynn Cullick at 9:00a.m.

ROLL CALL

Committee Members Present: Judy Gilmour – here, John Purcell – yes, John A. Shaw – present, Lynn Cullick - here

Committee Members Absent: Dan Koukol

Others present: Glenn Campos, Don Clayton, Leslie Johnson, Scott Koeppel, Andy Nicoletti, Jim Pajauskas, Jeff Wilkins

APPROVAL OF AGENDA: Member Gilmour made a motion to approve the agenda, second by Member Shaw. **With all in agreement, the motion carried.**

APPROVAL OF MINUTES: Member Purcell made a motion to approve the February 23, 2016 meeting minutes, second by Member Gilmour. **With all in agreement, the motion carried.**

PRESENTATION ON GIS AERIAL PHOTOGRAPHY BIDS – Don Clayton distributed a list of the top three bids for the aerial Flight that is proposed for this year. The lowest bid is with the same company that completed the aerials in 2014, Ayres Associates, from Madison WI. Mr. Clayton stated that he planned to forward the contract that was reviewed by the State’s Attorney’s Office in 2014, and ask Ayres Associates to create a new contract with the same verbiage, and then present the contract to the County Board for approval at the March 16, 2016 meeting.

Motion made by Member Shaw to forward the approval of the GIS Aerial Photography contract, second by Member Purcell. **With four members present voting aye, the motion carried.**

MONTHLY REPORTS

- a. **Department Heads and Elected** – Scott Koeppel, Technology Services Director reported that they have added the *Most Wanted* icon addition to the Sheriff’s website, and said the Sheriff would like to add a link to the *Find a Sexual Offender* site. There was consensus by the committee to go ahead as requested.

Mr. Koeppel said they continue to work with the County Clerk’s office on the equipment and software for the laptops to be used at the upcoming election.

Mr. Koeppel said Technology is also evaluating new security devices for the network (replacing the firewall). Mr. Koeppel stated that we are at a point where we are not meeting security standards, and he would like to purchase a new device that would reduce the year-to-year costs, and replace two additional devices that are not functioning properly. Mr. Koeppel asked if he could take this item to a future Finance Committee meeting, and either to Committee of the Whole or back to the Admin HR Committee prior to going to the Board for approval.

Mr. Koeppel said he met with Jim Smiley and Joe Gillespie regarding the wiring of the PSC and Courthouse projects, and said they are willing to attend a future meeting. Member Cullick asked that they attend the March 22, 2016 meeting to provide additional information and discussion.

- b. **County Administrator** – Jeff Wilkins briefed the committee on the Mayors Managers meeting held on March 2, 2016. Wilkins explained the Regional Cooperative Growth initiatives presented by Metro Chicago Exports, and Chicago Metro Metals Consortium, as well as a CMAP Next plan workshop led by Kane Kendall Council of Mayors personnel.

Mr. Wilkins also reviewed the monthly Human Resources reports with the committee.

OLD BUSINESS

- *Organization Charts Discussion* – item not discussed at this meeting

NEW BUSINESS

- *Employee Handbook* – item not discussed at this meeting

EXECUTIVE SESSION – Motion made by Member Gilmour to enter into Executive Session for the purpose of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body (5ILCS 120-2c/1); and for the purpose of collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees (5ILCS 120-2c/2); and Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court of administrative tribunal, or when the public body finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting (5ILCS 120-2c/11); second by Member Shaw.

Roll Call: Member Purcell – aye, Member Shaw- yes, Member Gilmour – yes, Member Cullick – yes.
With four members present voting aye, the committee entered into Executive Session at 9:42 a.m.

Committee Members Absent: Dan Koukol

Others Present: Leslie Johnson, Jeff Wilkins, Jim Pajauskas, Glenn Campos

Member Shaw left the meeting at 9:47a.m.

Member Purcell made a motion to reconvene into Open Session, second by Member Gilmour. With all members present in agreement, the committee entered into Open Session at 11:26a.m.

ITEMS FOR COMMITTEE OF THE WHOLE - None

ACTION ITEMS FOR COUNTY BOARD – *Approval of GIS Aerial Photography Bid from Ayres Associates in the amount of \$31,560*

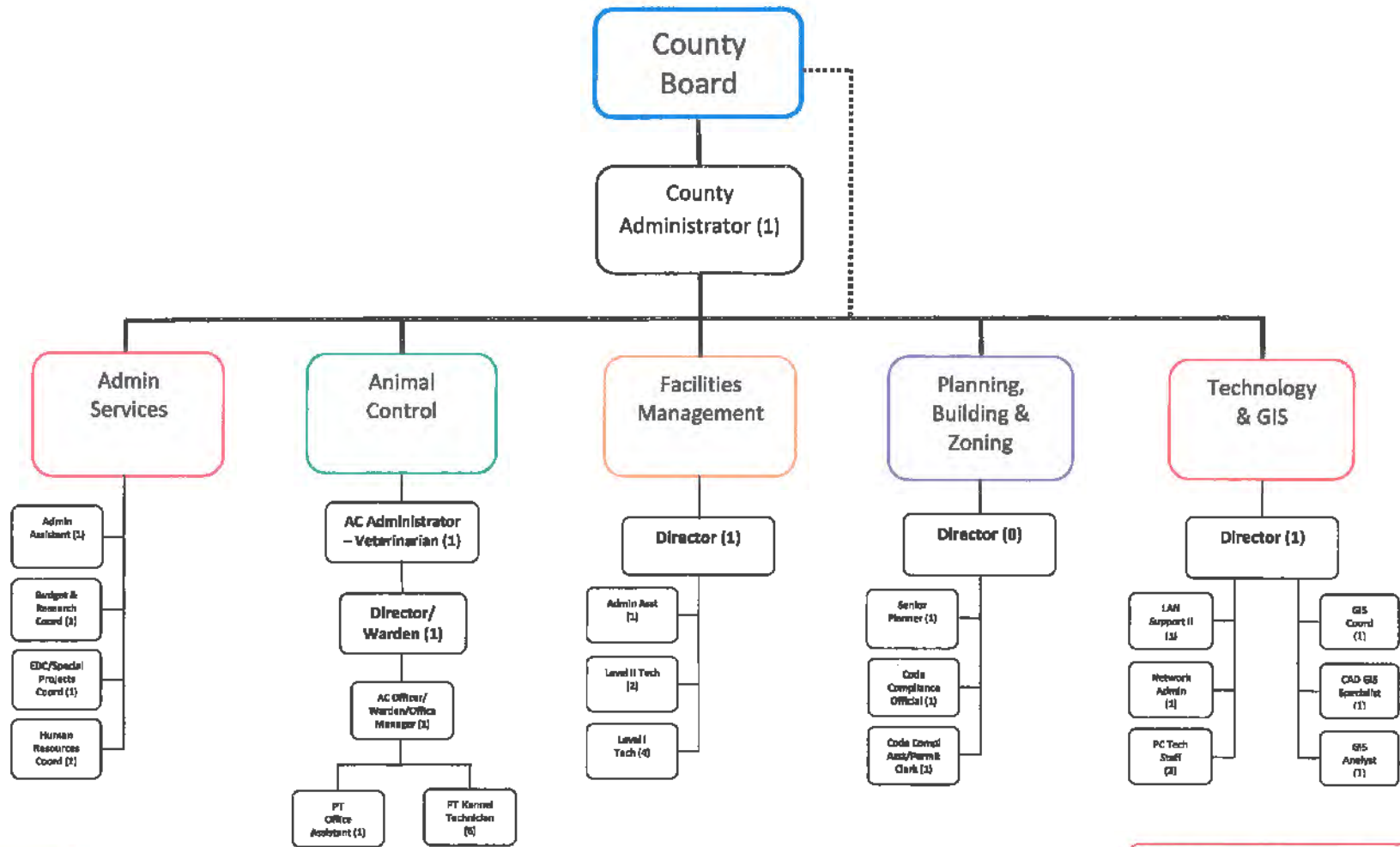
PUBLIC COMMENT – None

ADJOURNMENT – Member Purcell moved to adjourn the meeting at 11:29a.m., Member Gilmour seconded the motion. The motion was unanimously approved by a voice vote.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

KENDALL COUNTY ADMINISTRATIVE DEPARTMENTS



Direct Supervision —————
Oversight

Admin Services	5	PBZ	3
Animal Control	10	Technology/GIS	7
Facilities Mgmt	8	TOTAL:	33

AGREEMENT FOR PROFESSIONAL SERVICES

FOR

ORTHOPHOTOGRAPHY / PHOTOGRAMMETRIC SERVICES

THIS AGREEMENT is made by and between Kendall County (OWNER) and Ayres Associates Inc, 5201 E. Terrace Drive, Suite 200, Madison, WI 53718 (CONSULTANT).

WHEREAS, the OWNER intends to retain the CONSULTANT to provide digital 4-band aerial imagery and digital orthoimagery services in 2016.

NOW, THEREFORE, the OWNER and CONSULTANT agree to the performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below:

ARTICLE 1 – SCOPE OF SERVICES

1.1 BASIC SERVICES

After written authorization to proceed, CONSULTANT shall:

- 1.1.1 Obtain 4-band (RGB,IR) digital aerial imagery during the spring of 2016 using a calibrated, large-format digital photogrammetric camera system for the project area shown on Attachment A. Aerial imagery will be acquired at 5.5-inch ground sample distance, suitable for the production of color orthoimagery at 6-inch ground pixel resolution. Imagery will not be attempted when the ground is obscured by snow, foliage, haze, smoke, or dust; when streams are outside their normal banks; or when the clouds or cloud shadows will appear on more than 5% of the area of any one image. Imagery shall be completed leaf-off and snow-free. The aerial imagery will only be acquired when the sun angle is 30 degrees or greater above the horizon.
- 1.1.2 Collect control for the project using Inertial Measurement Unit (IMU), Airborne Global Positioning System (ABGPS), and ground-based GPS technology. Existing ground control will be used to support analytical aerotriangulation and orthoimagery which meets ASPRS Class 1 horizontal accuracy for 1" = 100' map scale. The coordinates shall be horizontally georeferenced to Illinois State Plane, East, Zone, US survey feet, NAD83.
- 1.1.3 Prepare an analytical aerotriangulation solution for the aerial imagery. The analytical aerotriangulation solution for OWNER will support digital orthoimagery meeting ASPRS Class 1 horizontal accuracy for 1" = 100' map scale.
- 1.1.4 Prepare 6-inch resolution color digital orthoimagery for the project area shown on Attachment A. Orthoimagery products will be produced to support ASPRS Class 1 horizontal accuracy for 1" = 100' map scale. The orthoimagery tiling structure will follow the OWNER'S existing tile schematic, delivered in uncompressed, TIFF format (with world file). Orthoimagery will include a MrSID format compressed mosaic of the tiles.
- 1.1.5 Prepare FGDC compliant metadata.

1.1.6 Final deliverable products to OWNER will include:

- a) Aerial Imagery Data
 - Preliminary flight diagram, including approximate flight lines and image centers in PDF format
 - Geodatabase of "as-flown" data including: point feature class of photo centers of each exposure and line feature class of the flight lines
- b) 6-inch Resolution Color Orthoimagery, 4-Band
 - One complete set of digital, 4-band orthoimagery, uncompressed GeoTIFF format with associated world files
 - MrSID compressed tiles
 - MrSID project-wide mosaics
- c) Aerotriangulation report
 - RMS error summaries
 - Coordinate values, in ASCII file format, of all triangulation points, including control, pass, drop, tie, and quality control
- d) Ground Control Survey report
 - field notes
 - Control points in ASCII format
 - Control points in Geodatabase format
- e) Metadata
 - Compliant with the FGDC's Data Content and Process Standards, in XML format

1.1.7 The CONSULTANT will submit written monthly status reports to the County. These reports will include:

- a. Any product or document that is delivered,
- b. Meetings held, planned, or requested, including the minutes thereof,
- c. Issues or problems that are encountered, need to be addressed, or resolved,
- d. Invoicing and payment, and
- e. Production goals for the next reporting period.

1.1.8 CONSULTANT's Basic Services shall include all services, specifications and obligations as presented in Kendall County RFP No. GIS-2016_001, which is hereby incorporated by reference along with the Appendix' I, II, III, IV, V & VI and CONSULTANT's Response to the same, for which Consultant was awarded this Contract. Any conflicts between the scope of services as represented in this Contract and those articulated in the RFP and accompanying documents as referenced above, shall be controlled by the terms of RFP No. GIS-001 issued on January 14, 2016.

ARTICLE 2 – CHANGES IN THE SCOPE OF SERVICES

2.1 Services Requiring Changes in the Scope of Services

The OWNER or the CONSULTANT may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, while not anticipated, may include an increase or decrease in the amount of CONSULTANT'S compensation. Any such changes must be mutually agreed by and between OWNER and CONSULTANT and shall be incorporated in written amendments to this agreement. Such changes may include:

2.1.1 Services to investigate existing conditions or facilities or to verify the accuracy of information furnished by OWNER.

- 2.1.2 Services resulting from significant changes in the general scope, extent or character of the Project.
- 2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services.
- 2.1.4 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
- 2.1.5 Additional services in connection with the Project, including services, which are to be furnished by OWNER and services not otherwise, provided for in this Agreement.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 3.1 Place at CONSULTANT's disposal all available pertinent information, upon which the CONSULTANT can rely.
- 3.2 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- 3.3 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.4 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.
- 3.5 Provide project limits and tile schematic in vector format with same coordinate system to be utilized for the deliverable products
- 3.6 Provide existing Digital Terrain Model (LiDAR bare earth data) and associated metadata.

ARTICLE 4 - PERIODS OF SERVICE

- 4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project.

CONSULTANT understands that pursuant to the RFP for which the contract was awarded, the following penalties as outlined in Appendix III shall be applied if services are not completed within the specified time frame:

1-30 Days past Due	5% of Contract Amount
31-60 Days past Due	10% of Contract Amount
61-90 Days past Due	25% of Contract Amount
91-120 Days past Due	50% of Contract Amount
121 + Days past Due	100% of Contract Amount

4.2 All services called for in Article 1 will be completed and submitted by December 31, 2016. Specific tasks will be completed and delivered according to the following schedule:

Task	Completion Date
Finalize flight plan, select Pilot Area	February 15, 2016
Aerial imagery acquisition	March 31, 2016 (as weather permits)
Submit unprocessed imagery of Pilot Area	March 31, 2016
Pilot Area submittal and Review	June 15, 2016
Complete orthoimagery TIFF tiles	September 30, 2016
MrSID tiles and mosaics	Two weeks after OWNER accepts TIFF tiles (approximately October 31, 2016)

4.3 CONSULTANT's services under this Agreement shall be considered complete when submissions have been accepted by the OWNER.

4.4 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably, and any such modification shall be in writing signed by both parties.

ARTICLE 5 - PAYMENTS

5.1 Compensation for Services

5.1.1 OWNER shall compensate CONSULTANT for services included in Article 1 as follows:

- 5.1.1.1 For services outlined above, OWNER shall pay CONSULTANT a lump sum fee of \$31,560.00.
- 5.1.1.2 CONSULTANT shall submit invoices for Basic and Additional Services Rendered according to the following schedule.
 - o Invoice 1, Imagery acquisition and survey: 45% of the total project fees (\$14,202.00) upon completion and acceptance of the aerial imagery mission and GPS survey (approximately May 1, 2016).
 - o Invoice 2, Processing and preparation of deliverable products: 55% of the total fees (\$17,358.00) upon completion and acceptance of orthoimagery products (approximately October 15, 2016).

5.2 Other Provisions Concerning Payments

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

5.2.2 In the event of termination by OWNER without cause, CONSULTANT will be reimbursed for all charges and services rendered to date. However, should OWNER terminate the agreement due to a substantial failure on CONSULTANT's part, no such reimbursement shall be paid (See 6.3 below).

- 5.2.3 Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices.
- 5.2.4 Any changes in compensation must be mutually agreed by and between the OWNER and the CONSULTANT and shall be incorporated in written amendments to this agreement.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Reuse of Documents

Any reuse of the services and documents provided under this agreement for purposes not intended, will be at the owners sole risk.

6.2 Controlling Law

This Agreement is to be governed by the law of the State of Illinois.

6.3 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by either party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may also be terminated without cause by Kendall County upon written notice delivered to the CONSULTANT at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

6.4 Indemnification

The CONSULTANT shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, 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, in regard to The CONSULTANT's performance or failure to adequately perform its obligations pursuant to this agreement as well as those arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from The CONSULTANT'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. Kendall County's participation in its defense shall not remove CONSULTANT's duty to indemnify, defend, and hold Kendall County harmless, as set forth above.

6.5 Data ownership Assignment

The CONSULTANT assigns sole ownership of the data (deliverables) to the OWNER and its project participants for all deliverable products produced under this contract and such data shall not be copyrighted by the CONSULTANT. The CONSULTANT agrees that the products and documents shall not be made available to nor used to prepare additional products for any individual or organization at any time without prior written approval by the OWNER.

6.6 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 CONSULTANT. In the event of a default due to non-appropriation of funds, County has the right to terminate the Agreement upon providing thirty (30) days written notice to CONSULTANT. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

6.7 Compliance with State and Federal Laws

The CONSULTANT 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.

6.8 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.

6.9 Authority To Execute Agreement

The County of Kendall and the CONSULTANT 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.

6.10 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.

6.11 Warranties

All services to be undertaken by the CONSULTANT shall be carried out by competent and properly trained personnel of the CONSULTANT to the highest standards and to the satisfaction of Kendall County. No warranties implied or explicit may be waived or denied.

6.12 Assignment

Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without

the prior written consent of the other.

6.13 Independent Contractor Relationship

It is understood and agreed that the CONSULTANT is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. The CONSULTANT understands and agrees that the CONSULTANT is solely responsible for paying all wages, benefits and any other compensation due and owing to the CONSULTANT's officers, employees, and agents for the performance of services set forth in the Agreement. The CONSULTANT further understands and agrees that the CONSULTANT is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for the CONSULTANT's officers, employees and/or agents who perform services as set forth in the Agreement. The CONSULTANT also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the CONSULTANT, The CONSULTANT's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of the CONSULTANT, the CONSULTANT's officers, employees and agents. The CONSULTANT hereby agrees to defend with counsel of Kendall County'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 the CONSULTANT, its officers, employees and/or agents may sustain while performing services under the Agreement.

6.14 Non-Discrimination

The CONSULTANT, 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.

6.15 Certification

The CONSULTANT certifies that the CONSULTANT, 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).

6.16 Insurance

The CONSULTANT 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 below. Before starting work hereunder, the CONSULTANT 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 for each accident, (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 an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance.

Further, the general liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall. Kendall County shall also be designated as the certificate holder.

6.17 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.

6.18 Remedies

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

ARTICLE 7 - EXHIBITS AND SCHEDULES

7.1 The following Exhibits are attached to and made a part of this Agreement.

7.1.1 Attachment A – Project Area Map (consists of 1 page).

7.1.2 Kendall County RFP No. GIS-2016_001, along with the Appendix' I, II, III IV, V & VI and Consultant's Response to the same.

7.2 This Agreement (consisting of pages 1 to 10, inclusive), together with the Exhibits and Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument. Amendments, supplements and modifications shall not be effective unless duly authorized in writing by Kendall County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Kendall County, Illinois
OWNER

Ayres Associates Inc
CONSULTANT

(Signature)

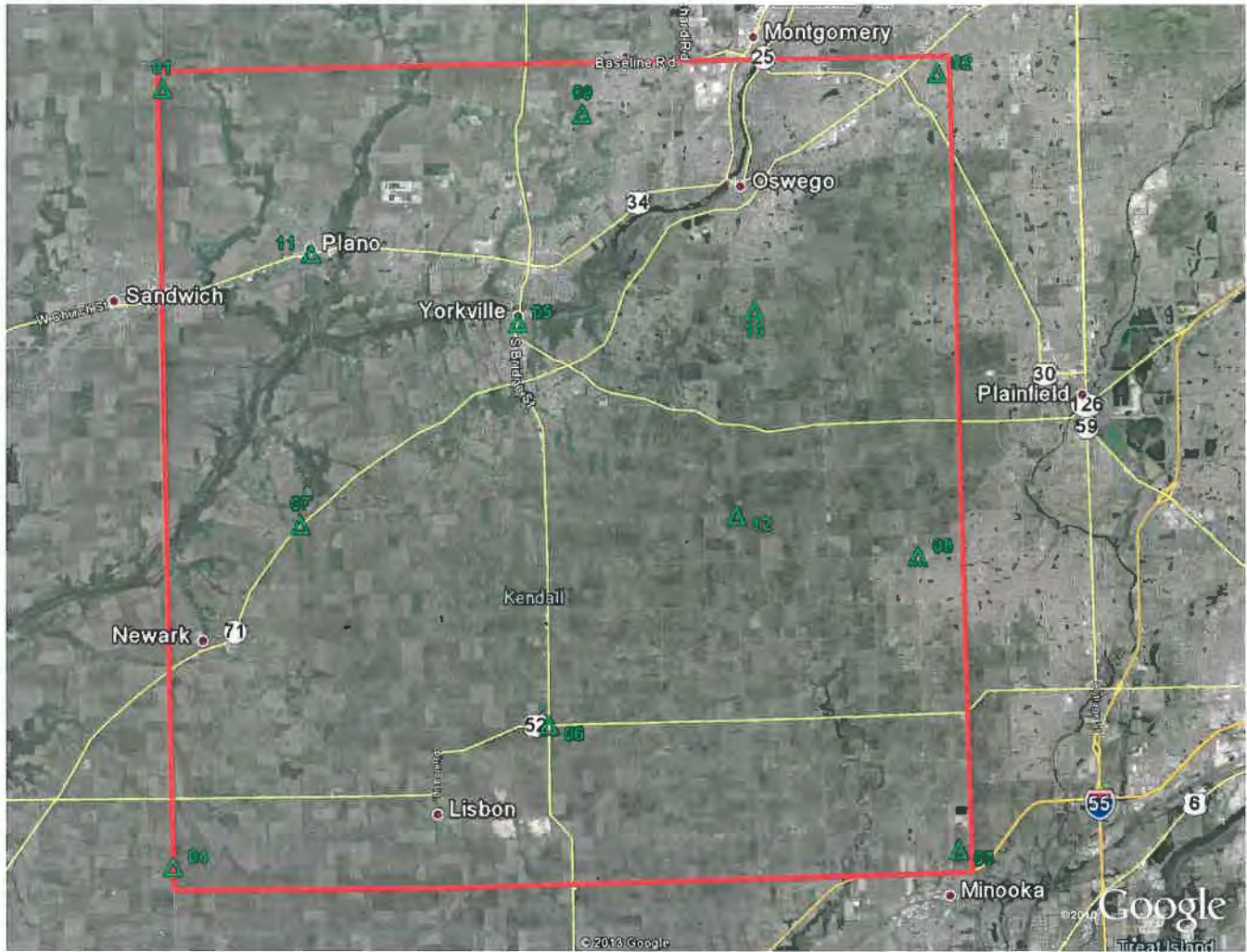
(Typed Name)

(Title)

(Date)

Attachment A Map of Project Area

Project Limits (in red) with Approximate Control Locations



HIGHWAY COMMITTEE MINUTES

DATE: March 8, 2016
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Scott Gryder, Judy Gilmour, Jeff Wehrli and Matt Prochaska
STAFF PRESENT: Andy Myers, Ginger Gates and John Burscheid
ALSO PRESENT: P.J. Fitzpatrick and Kelly Farley

The committee meeting convened at 4:00 P.M. with roll call of committee members. Quorum established.

Motion Gryder; second Prochaska, to approve the agenda as presented. Motion carried unanimously.

Motion Prochaska, second Gilmour to approve the Highway Committee meeting minutes from February 9, 2016. Motion carried unanimously.

A bid opening was held on Friday, February 26, 2016 for the Sherrill Road reconstruction project. A resolution to approve the low bid from D Construction, Inc. in the amount of \$4,653,223.25 to reconstruct Sherrill Road from O'Brien Road to Ashley Road was presented to the committee. This project consists of reconstructing 2 – 12' lanes and 4' shoulders placed. Motion Koukol; second Gilmour to recommend to the County Board approval of the low bid from D Construction, Inc. in the amount of \$4,653,223.25. Motion carried unanimously.

A bid opening was held on Friday, February 26, 2016 for improvements at Orchard/Caterpillar and Orchard/Galena intersections. A resolution to approve the low bid from Geneva Construction in the amount of \$505,101.25 to make roadway and traffic signal improvements at Orchard/Caterpillar and Orchard/Galena intersections was presented to the Committee. Motion Koukol; second Gilmour to recommend to the County Board approval of the low bid from Geneva Construction in the amount of \$505,101.25. Motion carried unanimously.

A request came from Kendall County Forest Preserve District to revise the amount of \$3,000 to \$6,000 for KC-TAP funds for the shared use path along U.S. Route 34. The Committee recommended approval for the revised amount to \$6,000 for the KC-TAP funds.

PJ Fitzpatrick gave a brief report on the progress of preliminary engineering by WBK on the Collins Road Extension. Kelly Farley gave a report on the progress of preliminary engineering by CMT on the Little Rock / Galena project.

Motion Koukol; second Gryder to forward Highway Department bills for the month of March in the amount of \$145,465.77 to the Finance Committee for approval. Motion to approve bills carried unanimously.

Meeting adjourned at 4:20 P.M.

Respectfully submitted,



Andy Myers
Assistant County Engineer

Action Items

1. Resolution to approve the low bid of D Construction, Inc. in the amount of \$4,653,223.25 to reconstruct Sherrill Road
2. Resolution to approve the low bid of Geneva Construction in the amount of \$505,101.25 to make improvements at Orchard/Caterpillar and Orchard/Galena intersections
3. Kendall County Forest Preserve District to revise the KC-TAP fund amount of \$3,000 to \$6,000 for shared use path along Route 34 between Ill. Rte. 47 and Orchard Road.

KENDALL COUNTY

Resolution No. _____

WHEREAS, bids were received at the County Highway Office on February 26, 2016 on the following listed projects:

Sec. 11-00115-00-FP, Sherrill Road, C.H. #5, approve the low bid of D Construction, Inc. in the amount \$4,653,323.25.

Sec. 15-00132-00-TL, Orchard Road, C.H. #9A, approve the low bid of Geneva Construction Company in the amount of \$505,101.25.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Kendall County award the above listed projects to the lowest responsible bidders as listed above.

This resolution approved by the County Board of Kendall County, State of Illinois.

John Shaw - Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the 16th day of March, 2016.

Debbie Gillette - County Clerk

(SEAL)

Facilities Committee Minutes
February 29, 2016

CALL TO ORDER

Chairman Davidson called the Facilities Management Committee meeting to be in session; located in the County Office Building County Board Conference Room to order at 3:31 p.m.

- 1) **Roll Call** – Suzette Sanford called roll call for attendance. Present were Chairman Davidson, Vice-Chair Koukol, Member Prochaska, Member Wehrli & Member Gilmour. All committee members were present to form a quorum of the committee. County Administrator Wilkins, Facilities Management Director Smiley & Technology Director Koeppel was also present.
- 2) **Approval of the February meeting minutes** - Member Gilmour made a motion to approve the February meeting minutes. Member Wehrli 2nd the motion. All members voted aye via voice vote. Motion approved.
- 3) **Public Comment** - No members of the public had comments for the committee.

OLD BUSINESS/PROJECTS

- 1) **Courthouse & Public Safety Center Security Improvement Project**
 - a. **Dewberry 30% Design meeting**

- “Stakeholders” met with Dewberry on February 18, 2016. Dewberry staff, Director Smiley, Technology Director Koeppel, Network Administrator Kollins & D.C. Gillespie met first and went through the equipment rooms to determine the way new wiring could be routed. Director Koeppel & N. A. Kollins also reviewed the county existing fiber optic cabling to determine if any fiber could be made available for the project. This was done in an effort to reduce the project cost if possible. The group also went over possible locations for fixed indoor cameras and the overall layout of the exterior cameras using fixed cameras instead of the current design of Power, Tilt and Zoom cameras. Director Smiley provided his copy of his and D.C. Gillespie’s review of the proposed specifications for the project. Dewberry is reviewing the questions and suggestions from Jim and Joe’s review and will be incorporating them into the next 60% review of the design. The group met with Sheriff Baird and Command staff as well as County Board members Prochaska & Davidson to go over the overall plan and to discuss what was discovered during the morning visit. The Sheriff’s office said there is a possibility of the current jail phone system provider installing a system for visitation and Bond Call. The Sheriff’s office will do more research on this and bring back their findings at the 60% design review meeting which is tentatively scheduled for March 2017. Technology Director Koeppel also provided his desires for the type of operating system, servers and equipment racks and fiber optic connections to be incorporated into the specifications.

Report from Meeting

Member Wehrli asked if more fixed cameras will require more fixed monitors. D.C. Gillespie said yes and no. All cameras would be recording. Certain cameras would be up normally and if motion is detected then that camera would pop up on the spot monitor. Vice-Chair Koukol mentioned discussion of wiring that could possibly be used and what would need to be run new. Director Koeppel mentioned the Fiber Optic Wide Area Network is what he mentioned as possibly being able to use, depending on how many fiber pairs Dewberry ended up designing as being needed. D.C. Gillespie also told members a Sheriff’s office wide email went out recently to see what the actual users of the current systems like, do not like and what they feel need to be added to the new systems.

- 2) **Courthouse Mural Project**

- KCFM staff explored the way the wall is constructed. We found it is just drywall on studs with acoustic panels adhered to the drywall with construction adhesive. We will need to build a platform to stand on for part of the project. Then we can use the scissors lift to do the rest of the work. Director Smiley will work with Court Security to coordinate the work to have the least impact on court operations.

Report from Meeting

Member Gilmour asked if we had a date for the artist to come out. Jim said he did not know of a date but wanted to get started on the project since it is not something that can be done quickly and is in a high traffic area of the Courthouse. Member Prochaska said the artist had a rough design but it was not approved and he does not know when he will be ready either.

- 3) **Public Safety Center Garage Bathroom and Wall Project**

- All of the metal studs were installed for the bathroom and perimeter walls. The water heater was reinstalled above the bathroom and the rough plumbing was installed and tested. Electrical was roughed in and pre-wired in all walls. This included a spot for a large screen display on both large walls of the workout room walls. Drywall was installed on the plumbing wall so the sink & toilet could be hooked up. KCFM plans to continue installing the rest of the drywall and plywood on the workout room perimeter walls. Director Smiley hopes to have substantial completion on the project by the next FM Committee meeting.

NEW BUSINESS/PROJECTS

1) Chairman's Report

a. Resolution to Approve Facilities and Property Management Policy.

- The State's Attorney's Office has drafted a document to address questions of department heads and elected officials requests for information in various departments including county and other elected officials departments.

Report from Meeting

Chairman Davidson mentioned that our time is about up on the temporary worker and we need to make a decision if Jim needs to see if the County Board will authorize to keep the temporary worker employed. Bob asked what the status of the employee was that is on workmen's compensation. Jim said he recently went to a doctor appointment but we did not know his status. Consensus was to have the extension of the temporary worker be sent to the next COW meeting to discuss with the County Board. County Administrator Wilkins said the main issue with extending the temporary workers employment is that the position would qualify to be offered medical benefits, but that should not be an issue since the current temp. is already covered on medical through another county employee. Members discussed whether a motion should be made to send this item to the County Board and they settled on having discussion of extending the position to be on the agenda of the next COW meeting.

Chairman Davidson said he felt Facilities needs to have a policy for releasing any items that are handled in the department such as video's, card access and voicemails. Director Smiley explained the major sections of the proposed policy put together by the State's Attorney's office. Bob said we are not voting on this but he wanted all members to read it and get familiar with the policy to discuss at another meeting where we could vote on it. Bob also mentioned that the policy should have retention time limits mentioned. Vice-Chair Koukol commended Chairman Davidson for getting this together so quickly, but said he was concerned about having multiple similar policies for items like this. Dan said the HR/Admin. Committee has been working on an email policy that is very similar to this proposed policy for six months for emails. Dan also said Director Koeppel has dug up the laws and he knows we cannot decide the amount of retention time for items to be released by any department.

2) Approve One year Extension of Refuse and Recycling with Groot Industries per current contract terms of \$903.87 per month.

- The current contract was for an initial three year term 2012 -2015. The contract also included two options years with pre-determined pricing. Last year Complete Sanitation was purchased by Groot Industries, Inc. The County Board approved to have Groot take over the contract as specified by the State's Attorney's office. The County Board also approved extending the first one year option which expires in 2016. Groot has expressed a desire to extend the contract for the remaining one year option which expires in 2017 if accepted. Director Smiley says we have experienced good service and would like to have the County Board approve the final one year extension at \$903.87 per month.

Report from Meeting

Chairman Davidson said we need to consider approving the remaining one year extension with Groot Industries. Director Smiley went over the County Board actions last year to allow Groot to take over the contract and then extend the contract for the first year. Vice-Chair Koukol suggested we ask Groot to extend one year by foregoing the 2% increase in the contract. Jim said his concern was to get this on the County Board meeting March 15, 2016. Director Smiley was directed to see if Groot would forgo the 2% increase if we extend the contract. Vice-Chair Koukol made a motion to have the County Board approve the remaining one year extension in the contract at a cost to not exceed \$903.87 per month. Member Wehrli 2nd the motion. All members voted aye via a voice vote. Motion approved.

3) Approve a contract to be negotiated and to be forwarded to the County Board for approval with the low bidder and our current voice line carrier Call One for the County Analog Phone Circuits in the amount of \$4,153.41 per month.

- Director Smiley conducted a public bid for these services. The RFP was advertised locally and was put on the County website. Three (3) bids were received and the low bid came from our current provider Call One. Director Smiley would like to have the County Board accept the low bid from Call One in the projected amount of \$4,153.41 per month and allow a new contract to be negotiated and sent to the next County Board meeting to be considered for approval.

Report from Meeting

Member Wehrli made a motion to send to the County Board to approve a one year contract with Call One for analog phone circuits in the amount of \$4,153.41 per month. Member Gilmour 2nd the motion. All members voted aye via a voice vote. Motion approved.

NEW BUSINESS/PROJECTS CONTINUED

4) Water Softener Issues at the Public Safety Center

- The unit heads are made out of plastic. We experienced a failure of internal parts of the unit. KCFM staff looked into the issue and we ended up needing to call a company out that specializes in water softeners to repair the heads. Director Smiley contracted with the company to repair both water softeners. We expect this work to be completed in the next couple of weeks.

5) Network Module Addition to County Office Building Emergency System

- Director Smiley has been working to get the final items completed on the emergency system for this facility. Working with Technology Director Koepfel and County Administrator Wilkins Director Smiley had the vendor propose a way to alarm staff without setting off an audible alarm. The vendor suggested a network module which can dial telephones both in the office and cell phones as well as send emails and interface to the Alertus system that we use for weather emergencies. The unit ended up only costing \$100.00 to install and raised the current systems monitoring fee by \$15 per quarter. Jim is in the process of getting the unit installed. Once that is complete Jim will work with Administration to adapt written procedures to reflect how the system is setup. Then we would plan to go over the written plan with department heads, Elected Official and County Board members.

6) Pavement Core Samples on Ridge St. South of Main St to 200 feet East.

- Director Smiley is starting to plan for the upcoming paving season. One of the worst roadways targeted for this year is Ridge St. between the County Office Building and Historic Courthouse. Since we do not know what is under the road Fran Klaas recommended to Jim that we do core samples so the specifications can accurately reflect what needs to be done to redo the roadway. Fran suggested Jim use McCleary Engineering for this work. Jim has received a proposal to do the work for \$1,600.00. This would be paid for from project funds.

7) Public Safety Center H.V.A.C & Controls Replacement Plan

- Director Smiley is also starting to work on a plan for replacing existing equipment and controls at the Public Safety Center. Jim and KCFM tech's met with Trane to go over the present situation and to get guidance on developing specifications for the eventual replacement of the systems and controls. Trane said there is also a possibility of some project funding from energy efficiency improvement programs. So, Jim will be continuing to review and develop the plan for the eventual replacement of these systems. This should also help more accurately develop a long term budget for upcoming years.

8) Public Safety Center Parking Lot Lighting Issue

- Further issues have developed on the underground wiring to these lights. This has caused all of the parking lot lighting around the PSC to not work. Last week Director Smiley was called in after hours for a power failure at this site. Jim found the remaining working wiring apparently shorted out and caused the ground fault unit on the main facility switchgear to trip open. The ground fault was reset and the power was restored. KCFM staff spent several days this past week troubleshooting the wiring to get as many lights back on as possible and to try and determine what areas might need directional boring to repair bad wiring. KCFM technicians were able to get a few lights back on as well as the building wall pack units. KCFM technicians believe they have determined an area that needs to have the wire replaced. Jim is planning to call an electrician to get their opinion and to get prices to get this repaired as soon as possible.

9) Kendall County Phone System Master Planning

- Director Smiley & Director Koepfel met with our current vendor to develop a long range plan for our telephone systems. We found out at this meeting that the next system upgrade will require telephone sets to also need to be replaced. So, we will be reviewing the best route to go and decide if we want to stay with the current manufacturer or go to a different manufacturer for the long range plan. From this we will be able to forecast a realistic budget for keeping our telephone network in working order.

NEW BUSINESS/PROJECTS CONTINUED

10) Civil Process Build Out Planning Meeting

- The Sheriff's office asked to have a meeting with Judge McCann & Director Smiley to review a possible permanent or semi-permanent location for Civil Process as the temporary space in the Circuit Clerk's office is too small, although the space worked out well to get the unit into the Courthouse where they were needed. Originally the thought was to possibly develop a budget to build out some of the "future" Probation space. However after looking at options it was decided we could use what is currently the lawyers lounge (Old CR#4 by the old main entrance and current lunchroom) and turn it into an area that Civil Process could use for the foreseeable future. By building a couple of small walls in this space it is possible to get this project accomplished this year. Sheriff Baird asked Jim if he could get the project done on or around May 1, 2016. Sheriff Baird also said he could contribute money to get signage done or for whatever is needed for the project. Jim said he would discuss it with Chairman Davidson and the committee and see if this project could be advanced in front of other projects.

Report from Meeting

Member Wehrli asked what projects this project would go in front of. Director Smiley said they are trying to finish the garage build out for the Sheriff and the K.A.T. office at the Historic Courthouse, plus the mural project at the Courthouse. Cost wise the project could be done for a few hundred dollars if we can find a door and door frame in our stock. Member Gilmour said the artist is not ready and the concept of the mural has not been approved, so it should not be a problem putting this in front of the mural project. Jim agreed but wanted to make sure the committee was comfortable doing it first since we talked about a project policy at the last FM Committee meeting. Vice-Chair Koukol asked if Dwight would have the \$1,000.00 or so for signage. Jim said Dwight seemed confident that he could help pay for the project.

11) Courthouse Return Fan Drive Replacement

- This drive failed last week. The return fan is less critical than the main supply fan but is needed to help bring conditioned air back to the system from the conditioned space. Director Smiley is in the process of getting pricing for a replacement. KCFM staff would install the unit and the equipment vendor would initialize and setup the drive to operate the return fan.

12) Kendall Area Transit Operations Office Construction

- The remaining office to build has been dry walled and painted as of last Friday. KCFM staff still needs to install the door and the base. Wiring needs to be trimmed out in the office and ran in the cubicle space to complete the project. Jim hopes to have this work completed by the next FM Committee meeting in April.

Questions from the Press

There were no questions from the Press for the committee.

ADJOURNMENT

- Chairman Davidson asked if there was a motion to adjourn the meeting. Member Gilmour made a motion to close the meeting at 4:28 p.m. Vice-Chair Koukol 2nd the motion. All members voted aye via voice vote. Motion approved. Meeting adjourned by Chairman Davidson at 4:28 p.m.

Submitted by,
Jim Smiley
Facilities Management Director



Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Kendall County
804 W. John Street
Address Suite B
City Yorkville ST IL ZIP 60560

Please check box to determine term and discount

- 1 Year
- 2 Year
- 3 Year

Additional Charges: All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement.
Carrier Access Fees - Waived.

Service/Additional Terms:
Renewal of existing services.

Subject to last sentence of this paragraph, the County shall have the right to convert its service to another Call One product (the "Upgraded Product"), if the County agrees to either (i) pay, for the remainder of the term of the Contract, any difference between the MRC stated in the Contract and the MRC for the Upgraded Product, or (ii) enter into a new agreement with Call One for term of at least 36 months. If the County chooses alternative (ii), it shall be entitled to the discounted MRC applicable to contracts of at least 36 months, and no termination penalty shall be charged. Notwithstanding the foregoing, the County shall not have the right to convert its service in the last 12 months of the initial term of the Contract. The General Terms and Conditions of the Request for Proposal ("RFP") shall be binding on bidder and if there is a conflict between the RFP and the final contract entered into, the terms and conditions listed in the RFP shall control.

Billing Telephone Numbers (BTN) associated with this account:

Physical Location City, State BTN

Authorized customer signature _____ *Date* _____ *CallOne authorized signature*

Print name _____ *Title* _____ *Print name* _____ *Date*

Call One Inc.
225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Billing Telephone Numbers (BTN) (continued):

1102 CORNELL	YORKVL, IL	630-553-0003
1102 CORNELL; Flr 1	YORKVL, IL	630-553-0167
109 W RIDGE; Flr 1	YORKVL, IL	630-553-0222
103 BEAVER; Flr 1	YORKVL, IL	630-553-0264
1102 CORNELL; Flr 1	YORKVL, IL	630-553-0911
1102 CORNELL; Flr 1	YORKVL, IL	630-553-1240
1204 CORNELL; Flr 1	YORKVL, IL	630-553-1615
1102 CORNELL	YORKVL, IL	630-553-2052
111 W FOX; Flr 1	YORKVL, IL	630-553-3335
1102 CORNELL; Flr 1	YORKVL, IL	630-553-4031
110 W RIDGE; Flr 1	YORKVL, IL	630-553-4100
807 JOHN; Flr 1	YORKVL, IL	630-553-5303
10480 ROUTE 71	YORKVL, IL	630-553-5444
1102 CORNELL; Flr 1	YORKVL, IL	630-553-5856
166 W HYDRAULIC AV	YORKVL, IL	630-553-6314
1102 CORNELL; Flr 1	YORKVL, IL	630-553-7500
6780 ROUTE 47	YORKVL, IL	630-553-7616
1102 CORNELL; Flr 1	YORKVL, IL	630-553-8750
111 W FOX; Flr 1	YORKVL, IL	630-882-8015
6 ROCKY WY; Bldg APT; des parking lot	MONTGRY, IL	630-892-5858
1102 CORNELL	YORKVL, IL	800-281-1945
1102 CORNELL	YORKVL, IL	877-446-4528
1102 CORNELL	YORKVL, IL	888-476-0500
1102 CORNELL	YORKVL, IL	888-477-4576
1102 CORNELL	YORKVL, IL	888-477-4882

Customer initials _____

Call One initials _____

Terms and Conditions

1. **Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided (the "Effective Date"). Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term.
2. **Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified in its monthly invoice or in the applicable state tariff, effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment"), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If, as part of Call One's provision of Services, Customer terminates a Third Party Commitment(s), Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment(s) as provided above or the Third Party Commitment(s) has expired and Customer has entered a new agreement directly with Call One.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. As used herein, "Term Savings Recovery" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date; and (B) the difference between the discounted monthly recurring charges Customer received for the Term selected in this Agreement and the Call One tariff non-discounted monthly recurring charges in effect as of the Effective Date times the number of months Service was provided. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Call One terminates Service(s) in whole or in part due to Customer's non-payment or default, customer will be deemed to terminate the Service(s) and liable for all early termination charges. (c) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.
6. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services effected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
9. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
10. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached and referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



Centrex Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Kendall County
 Address 804 W. John Street
Suite B
 City Yorkville ST IL ZIP 60560

Term Agreement: 12 Months

Centrex Monthly Charge: \$9.00

Number of Lines Guaranteed: 2

Additional Charges: All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement.
 Carrier Access Fees - Waived.

Service/Additional Terms:

Renewal of existing services. Apply all other rates and terms from CSA 28716..

Subject to last sentence of this paragraph, the County shall have the right to convert its service to another Call One product (the "Upgraded Product"), if the County agrees to either (i) pay, for the remainder of the term of the Contract, any difference between the MRC stated in the Contract and the MRC for the Upgraded Product, or (ii) enter into a new agreement with Call One for term of at least 36 months. If the County chooses alternative (ii), it shall be entitled to the discounted MRC applicable to contracts of at least 36 months, and no termination penalty shall be charged. Notwithstanding the foregoing, the County shall not have the right to convert its service in the last 12 months of the initial term of the Contract. The General Terms and Conditions of the Request for Proposal ("RFP") shall be binding on bidder and if there is a conflict between the RFP and the final contract entered into, the terms and conditions listed in the RFP shall control.

Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN
1102 CORNELL; Flr 1	YORKVL, IL	630-553-7500

_____	_____	_____	_____
<i>Authorized customer signature</i>	<i>Date</i>	<i>CallOne authorized signature</i>	
_____	_____	_____	_____
<i>Print name</i>	<i>Title</i>	<i>Print name</i>	<i>Date</i>

Terms and Conditions

- 1. Term.** Customer hereby orders the Local Exchange, Interechange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term") Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
- 2. Rates.** By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified to Customer in its monthly invoice or in the applicable state tariff, and will be effective as stated therein. If Customer has elected a Term other than Month-to-Month, the monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
- 3. Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
- 4. Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has terminated the Third Party Commitment(s) as provided above or the Third Party Commitment(s) have expired and Customer has entered a new agreement directly with Call One.
- 5. Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service. (c) The penalty will be calculated as follows: $25\% \times (\text{number of lines guaranteed}) \times (\text{line charge} + \text{Centrax charge}) \times (\text{number of months remaining on term})$.
- 6. Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
- 7. Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
- 8. Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
- 9. Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
- 10. Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.
- 11. Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Carrier Services RFP response by Call One, AT&T, and Access One

SAVINGS ANALYSIS

	Call One Current Rates			Call One Proposed			AT&T Proposed			Access One Proposed		
	Rate	Qty	Charge	Rate	Qty	Charge	Rate	Qty	Charge	Rate	Qty	Charge
Monthly Service Charges - Analog Services												
Business Line - Access Area C	\$14.64	79.0	\$1,156.56	\$14.64	79.0	\$1,156.56	\$28.00	79.0	\$2,212.00	\$27.00	79.0	\$2,133.00
Remote Call Forwarding (R C F)	\$5.50	1.0	\$5.50	\$5.50	1.0	\$5.50	\$19.50	1.0	\$19.50	\$19.50	1.0	\$19.50
Centrex Lines - Area C	\$14.64	57.0	\$834.48	\$14.64	57.0	\$834.48	\$28.00	57.0	\$1,596.00	\$125.00	57.0	\$7,125.00
Centrex Charge	\$9.00	57.0	\$513.00	\$9.00	57.0	\$513.00	\$14.00	57.0	\$798.00	Inc	57.0	\$0.00
Centrex System Charge	\$5.00	1.0	\$5.00	\$5.00	1.0	\$5.00	\$5.00	1.0	\$5.00	Inc	1.0	\$0.00
Centrex Telephone Charge	\$1.50	6.0	\$9.00	\$1.50	6.0	\$9.00	\$1.50	6.0	\$9.00	Inc	6.0	\$0.00
EUCL	\$6.95	136.0	\$945.20	\$6.95	136.0	\$945.20	\$4.55	136.0	\$618.80	\$6.84	136.0	\$930.24
Different Premises Address	\$49.22	3.0	\$147.66	\$49.22	3.0	\$147.66	\$49.22	3.0	\$147.66	Inc	3.0	\$0.00
Assume Dial 9	\$3.25	57.0	\$185.25	\$3.25	57.0	\$185.25	\$3.25	57.0	\$185.25	Inc	57.0	\$0.00
Call Waiting	\$13.86	2.0	\$27.72	\$13.86	2.0	\$27.72	\$15.55	2.0	\$31.10	\$5.00	2.0	\$10.00
Caller ID	\$4.00	5.0	\$20.00	\$4.00	5.0	\$20.00	\$21.20	5.0	\$106.00	\$5.00	5.0	\$25.00
Caller ID with Name Display	\$4.00	11.0	\$44.00	\$4.00	11.0	\$44.00	\$2.60	11.0	\$28.60	\$2.20	11.0	\$24.20
Non-Published Listings	\$2.98	7.0	\$20.86	\$2.98	7.0	\$20.86	\$2.45	7.0	\$17.15	\$2.00	7.0	\$14.00
Presubscription Line Charge /Net. Maint. Fee	\$1.50	136.0	\$204.00	\$1.50	136.0	\$204.00	NA	0.0	\$0.00	\$14.75	3.0	\$44.25
Three-Way Calling	\$12.71	2.0	\$25.42	\$12.71	2.0	\$25.42	\$13.80	2.0	\$27.60	\$5.00	2.0	\$10.00
Total Local Service Charges - Analog			\$4,143.65			\$4,143.65			\$5,891.66			\$10,335.10
Local Usage - Analog												
Band A (0-8 miles)	\$0.013	35.0	\$0.47	\$0.011	35.0	\$0.39	\$0.020	35.0	\$0.70	\$0.020	35.0	\$0.70
Band B (8-15 miles)	\$0.025	344.0	\$8.47	\$0.024	344.0	\$8.26	\$0.040	344.0	\$13.76	\$0.040	344.0	\$13.76
Band C/Local Toll (over 15 Miles)	\$0.018	33.1	\$0.63	\$0.018	33.1	\$0.60	\$0.080	33.1	\$2.65	\$0.029	33.1	\$0.96
Total Local Usage Charges - Analog			\$9.57			\$9.24			\$17.11			\$15.42
Long Distance - Analog												
Intrastate	\$0.020	0.5	\$0.01	\$0.020	0.5	\$0.01	\$0.060	0.5	\$0.03	\$0.029	0.5	\$0.01
Interstate	\$0.021	8.4	\$0.18	\$0.020	8.4	\$0.17	\$0.060	8.4	\$0.50	\$0.027	8.4	\$0.23
Total Long Distance Charges			\$0.19			\$0.18			\$0.53			\$0.24
ESTIMATED MONTHLY CHARGES - ANALOG			4,153.41			4,153.06			5,819.30			10,350.85
ESTIMATED MONTHLY SAVINGS - ANALOG						\$0.85			-\$1,665.89			-\$6,197.44
ESTIMATED % OF SAVINGS - ANALOG						0%			-40%			-147%
ESTIMATED ANNUAL SAVINGS - ANALOG						\$4.14			-\$19,990.70			-\$74,369.29



**Groot
Industries, Inc.**

2500 Landmeier Road
Eik Grove Village, IL 60007
Phone 773/242-1977
Fax 773/601-8639
www.groot.com

Since 1914

February 9, 2016

Jim Smiley
Kendall County
Facilities Management Director

Re: Kendall County Board approval to extend current contract one year with Groot Industries.

Jim,

This letter is to request a one (1) year contract extension to the contract between the County of Kendall and Complete Sanitation, now known as Groot Industries. Per the terms of the current contract the County has the option to extend the initial term for an additional one (1) year period. Groot Industries agrees to accept all of Complete Sanitation's obligations and responsibilities as set forth in the original Agreement.

We appreciate your continued business and hope to have a long, productive relationship moving forward.

Sincerely,

Nick Lewis
Sales Manager
Groot Industries

Service Locations
in Eik Grove Village, Chicago, McCook,
West Chicago, Round Lake Park

- Waste Collection
- Recycling Processor
- Dumpster Services
- Document Destruction
- Waste Audits
- Demolition Recycling



Recycled Paper

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes
Thursday, March 10, 2016

Call to Order

The Budget and Finance Committee was called to order by Chair John Purcell at 3:02p.m.

Committee Members Present: Bob Davidson, Matthew Prochaska, John Purcell

Committee Members Absent: Elizabeth Flowers

Member Gryder entered the meeting at 3:15p.m.

Others Present: Latreese Caldwell, Jill Ferko, Bob Jones, Under Sheriff Harold Martin, County Board Chair John Shaw, Jim Smiley, Jeff Wilkins

Claims Review and Approval– Member Davidson made a motion to forward for approval of the claims in an amount not to exceed \$701,504.42, second by Member Prochaska. **With three members present in agreement, the motion carried.**

Department Heads and Elected Official Reports - None

Items from Other Committees

Facilities Management - Jim Smiley, reported that he had County Board authorization for a temporary position through March 15, 2016, to cover for an employee that is on workers' compensation. Member Purcell asked what the threshold is before the County has to offer the temporary employee benefits. Jeff Wilkins said that at 6 months, the County would have to offer the temporary employee benefits. Mr. Smiley said that there has not been resolution on the workers' comp case at this point. Mr. Smiley also said there are several special projects that need to be completed, and the temporary person would be a great asset in assisting with those projects, and additional information about the other employee on workers' compensation. There was discussion as to what point the County is required to offer benefits and IMRF to the temporary employee.

Items of Business

- *Approval of Loan to Kendall County Association of Chiefs of Police for \$50,000 from the Public Safety Capital Improvement Fund* – Chairman Purcell stated that this item was discussed previously, and that there was consensus that the County would loan \$50,000 to the Kendall County Association of Chiefs of Police, with the agreement that the funds would be repaid within seven years, with no interest charged, and that all of the funds would be provided upfront. **With all members present in agreement, the motion carried.**

- *Recommend Acceptance of Fiscal Year 2014-2015 Audited Financial Statements* – Matthew Schueler from Wipfli provided a brief overview of the audit report, the

independent auditors report, highlighting specific areas of impact to the County, the business advice letter and overall audit findings. Member Prochaska made a motion to forward the item to the County Board for approval, second by Member Gryder. **With all in agreement, the motion carried.**

- *Bond Refinance Time Line* – Jeff Wilkins reported the actual sale will occur on April 5, 2016, there was a rating call with S & P this week, and there will be a cash transactional meeting with Latreese Caldwell and Jill Ferko next week. Member Purcell asked that Mr. Wilkins provide an update at the March 24, 2016 committee meeting.
- *Review of Senior Levy Applications* – Member Purcell stated that there were 7 applicants for the Senior Levy this fiscal year. He reviewed the funds available, the funds requested, and the difference. Member Prochaska said that the Senior Services Associates application had one unanswered question about the percentage of the grant monies that is used for administrative costs and benefits. Mr. Purcell asked that they be contacted for the answer and the information be forwarded to the Finance Committee. There was consensus by the committee that they would not hold levy hearings this year, and that all applicants were to be notified.
- *Benefits Reimbursement Policy* – Item was not discussed

Other Business – None

Public Comment – None

Questions from the Media – None

Action Items for County Board

- *Approval of Claims in an amount not to exceed \$701,504.42*
- *Approval of Loan to Kendall County Association of Chiefs of Police for \$50,000 from the Public Safety Capital Improvement Fund*
- *Recommend Acceptance of Fiscal Year 2014-2015 Audited Financial Statements*

Items for Committee of the Whole – None

Executive Session – Not needed

Adjournment – Member Gryder made a motion to adjourn the Budget and Finance Committee meeting, second by Member Davidson. **The meeting adjourned at 4:06p.m.**

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Clerk

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Meeting Minutes
Thursday, March 10, 2016

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order by County Board Chair John Shaw at 4:14p.m. who led the committee in the Pledge of Allegiance.

ROLL CALL

Scott Gryder – here, Jeff Wehrli - here, John A. Shaw - here, Bob Davidson - yes, Judy Gilmour – here, John Purcell – here, Dan Koukol – present, Lynn Cullick - here

Board Members Absent: Elizabeth Flowers, Matthew Prochaska

Staff present: Latreese Caldwell, Scott Koeppel, Leslie Johnson, Jim Smiley, Dr. Amaal Tokars, Jeff Wilkins

ITEMS OF BUSINESS

❖ *From the Finance Committee:*

- *Acceptance of Fiscal Year 2014-2015 Audited Financial Statements* – Matthew Schueler from Wipfli provided a brief summary of the audit report, the independent auditors report, highlighting specific areas of impact to the County, the business advice letter and overall audit findings.

❖ *From the Admin HR Committee:*

- *Proposed Organization Chart Changes regarding County Administrator* – Admin HR Chair Lynn Cullick explained recent discussions regarding the organization chart, and the five department heads that would report to the County Administrator for day-to-day operations. The County Administrator reports directly to the County Board, and the department heads would report directly to the County Administrator. Discussion on exempt and non-exempt status, the proposed Administrative Services organization chart, department heads reporting to County committee's and the County administrator, the employee handbook verbiage matching organization charts and job descriptions, and department heads serving at the pleasure of the board.

Assistant State's Attorney Leslie Johnson reminded the Board of the importance of clarifying who has the authority to hire and fire employees, administer annual performance evaluations, daily operations, and decision-making.

Further discussion on whom each employee reports to as their immediate supervisor, the level of interaction of the County Board and the County committees with department heads, and the purpose of organizational charts.

- ***Approval of Contract for Spring 2016 GIS Aerial Mission with Ayres Associates in an amount not to exceed \$31,560*** – Scott Koeppel, Technology Services Director, stated that the aerial photography contract had been reviewed by the State’s Attorney’s office, and the Admin HR Committee.

Member Koukol expressed his concerns about the financial cost and the need for the aerials to take place this year, based on only 1500 new buildings in the County. Members Purcell and Gryder also said they wanted to review the issue before the final approval at the County Board meeting on Wednesday, March 16, 2016.

- ***Resolution Approving Policy for Managing Email Archive*** – Member Cullick reported that item was not ready for discussion at this meeting, and would be discussed further at the Admin HR meeting on April 7, 2016.

Member Flowers arrived at 5:20p.m.

PUBLIC COMMENT – Todd Milliron, Yorkville
Bob Lunn, Yorkville

EXECUTIVE SESSION – Member Cullick made a motion to enter into Executive Session for the purpose of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body (5ILCS 120-2c/1), second by Member Davidson.

Roll Call: Member Davidson - yes, Member Gilmour - yes, Member Koukol - yes, Member Purcell - yes, Member Gryder - yes, Member Cullick - yes, Member Wehrli - yes, Member Shaw – yes

With all members in agreement, the committee entered into Executive Session at 5:26p.m.

Member Purcell left the meeting at 5:39p.m.

Member Gryder made a motion to reconvene into Open Session at 5:54p.m., second by Member Cullick. **With all in agreement, the committee returned to Open Session.**

❖ ***From the Facilities Management Committee:***

- ***Extend Temporary Facilities Management Maintenance 1 position to June 15, 2016*** – Member Davidson explained why this item was on the agenda, and Jim Smiley provided background information on the need to have someone in that position to complete daily operations and assist with special projects throughout the County. There was discussion on the length of the extension. Member Davidson made a request that the item be included on the March 16, 2016 County Board agenda for approval, with the change that the Temporary position would not extend further than 178 days.

CHAIRMAN’S REPORT – None

REVIEW BOARD ACTION ITEMS – Chair Shaw asked the committee to review the March 16, 2016 Board agenda for any necessary changes or additions. There were no changes or additions.

ACTION ITEMS FOR COUNTY BOARD

- *Acceptance of Fiscal Year 2014-2015 Audited Financial Statements*
- *Approval of Proposed Organization Chart Changes regarding County Administrator*
- *Approval of Contract for Spring 2016 GIS Aerial Mission with Ayres Associates in an amount not to exceed \$31,560*
- *Approval of Extension of Temporary Facilities Management Maintenance 1 position to a maximum of 178 days*

ADJOURNMENT – Member Davidson moved to adjourn the meeting at 6:01p.m., Member Flowers seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary