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
   A. Approval of an Intergovernmental Agreement between the County of Kendall, Illinois and the Village of Newark, Illinois for Police Services
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. Approve Petition 15-02: Approval of a special use at 1998 Johnson Road, Oswego to hold special events/banquet hall at their property
      2. Approve Petition 15-03: Approval of a historic landmark at 1542 Plainfield Road, Oswego
   B. Public Safety
      1. Approve RFP for Professional Design & Construction Administrative Services for Kendall County Jail & Courthouse Security System Replacement
   C. Highway
      1. Approve ordinance granting variance to Speedway, LLC for full access to north side of Galena Road east of Illinois Route 47
      2. Resolution approving low bidders for the following County & Township Projects
         a. Section 14-00128-00-PA; Painting the Millington Road Bridge. Eagle Painting & Maintenance at $460,000.00 (Co. Bridge Fund)
         b. Section 15-00000-00-GM; Resurfacing Fox River Drive and Ben Street. D Construction, Inc. at $232,915.20 (Motor Fuel Tax)
         c. Section 15-00000-01-GM; Resurfacing Ridge Road. D Construction, Inc. at $884,226.83 (Transportation Sales Tax)
         d. Section 15-00130-00-RS; Resurfacing Newark Road. D Construction, Inc. at $1,617,360.40 (Motor Fuel Tax)
         e. Section 15-01000-00-GM; Big Grove Road District – Bit. Surf. Treatment. Steffens 3-D Construction at $45,388.00 (Township MFT)
         f. Section 15-01000-00-GM; Big Grove Road District – CA-6 Aggregate. Central Limestone & LaFarge Aggregate at $22,000.00 (Twp. MFT)
         g. Section 15-02000-00-GM; Bristol Road District – HMA Resurfacing. Builders Paving, LLC at $291,991.00 (Township MFT)
         h. Section 15-03000-00-GM; Fox Road District – Bit. Surf. Treatment.
Steffens 3-D Construction at $89,964.60 (Township MFT)
i. Section 15-03000-01-GM; Fox Road District - HMA Resurfacing.
   D Construction, Inc. at $13,503.26 (Township MFT)
j. Section 15-04000-00-GM; Kendall Road District – HMA Resurfacing.
   D Construction, Inc. at $76,256.50 (Township MFT)
k. Section 15-05000-00-GM; Lisbon Road District – Bit. Surf. Treatment.
   Steffens 3-D Construction at $40,059.60 (Township MFT)
l. Section 15-06000-00-GM; Little Rock Road District – HMA Resurfacing.
   D Construction, Inc. at $82,880.95 (Township MFT)
m. Section 15-07000-00-GM; Na-Au-Say Road District – Bit. Surf. Treatment.
   Steffens 3-D Construction at $69,750.00 (Township MFT)
n. Section 15-08000-00-GM; Oswego Road District – HMA Resurfacing
   D Construction, Inc. at $164,629.00 (Township MFT)
o. Section 15-09000-00-GM; Seward Road District – Bit Surf. Treatment.
   Steffens 3-D Construction at $172,815.72
3. Approve the following high bidders who are purchasing used County Trucks
   a. 2002 Chevy ½ ton pickup to Tim Karales for $4,080
   b. 2005 GMC Crew Cab pickup to Coffman Truck Sales for $10,000
   c. 2006 GMC Crew Cab pickup to Coffman Truck Sales for $12,000

D. Facilities
   1. Approve Call One contract #24883 to renew ISDN-PRI services for a term not to exceed 36 months at $1,125.00
      per month plus usage
   2. Approve Call One contract #24885 to renew Point to Point services for a term not to exceed 36 months at $280.00
      per month
   3. Approve Call One contract #24886 to renew Centrex Service Agreement for a term of 12 months at a cost of $9.00
      per month
   4. Approve Call One contract #24887 to renew Customer Services Agreement for a term 12 months at the prices
      listed in contracts #24883, #24885, #24886

E. Economic Development

F. Finance
   1. Approve Claims in an amount not to exceed $1,505,577.10
   2. Approve Claims for Election Judges in an amount not to exceed $42,869.06
   3. Approve Claims for Petit Juror Claims in an amount not to exceed $23,246.71

G. Committee of the Whole

H. Standing Committee Minutes Approval

14. Special Committee Reports
   A. Public Building Commission
   B. VAC
   C. Historic Preservation
   D. Board of Health
   E. Juvenile Justice Counsel

15. Other Business

16. Chairman’s Report

Appointments

Announcements

John A. Shaw – Regional Planning Commission Kendall Township – replacement for Brian Leonard – until January 2017

17. Citizens to be Heard

18. Questions from the Press

19. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, February 17, 2014 at 10:10 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Elizabeth Flowers, 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 Davidson moved to approve the submitted minutes from the Adjourned County Board Meeting of 2/17/15. Member Gilmour seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Chairman Shaw stated that he would like to move the approval of the annual financial report for FY 2014 from Wipfli CPA’s to after new business.

Member Davidson moved to approve the amended agenda. Member Flowers seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

CORRESPONDENCE AND COMMUNICATIONS

County Clerk, Debbie Gillette informed the board of a public notice received from the Illinois Environmental Protection Agency regarding the renewal of the federally enforceable state operating permit for the Fox Metro Water Reclamation District in Oswego. Written comments must be turned in by April 11, 2015.

CITIZENS TO BE HEARD

Jim Friedrich recognized the Assessor’s Office and the Highway Department for the wonderful service they have provided to him and the township over the years.

NEW BUSINESS

Recognizing Jessie Hafenrichter

Member Prochaska made a motion to approve the Resolution Honoring Jessie Hafenrichter. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RESOLUTION OF THE COUNTY OF KENDALL, ILLINOIS BOARD

WHEREAS, The members of the Kendall County Board are saddened to mourn the death of Jessie M. Hafenrichter, who passed away on February 25, 2015; and

WHEREAS, Jessie Hafenrichter was born was born January 21, 1928 in Lowell, Oklahoma, the daughter of the late Tom and Mattie nee Slaughter Jones, and wife of the late Alvin Kleinschmidt and the late Lee Hafenrichter; and

WHEREAS, Jessie Hafenrichter dedicated her life to improving Kendall County; and

WHEREAS, Jessie Hafenrichter served for over 40 years as a member of the Kendall County Board of Tax Review, with the last 25 years as its Chairman; she was elected to the Kendall County Board in 1996; she served as a member of the County Board until 2012; and

WHEREAS, Jessie Hafenrichter while on the County Board served as the board liaison to the health department for 10 years, and as Vice-Chairman of the Kendall County Housing Authority for many years; and

WHEREAS, Jessie Hafenrichter while on the County Board fought for land preservation and for public transportation in Kendall County; and
WHEREAS, Jessie Hafenrichter was dearly loved by her family and friends and was highly respected in Kendall County; therefore, be it
RESOLVED, BY THE RESIDENTS OF KENDALL COUNTY AS REPRESENTED BY THE KENDALL COUNTY BOARD, that we mourn the passing of Jessie M. Hafenrichter and extend our sincere condolences to her family, friends, and all who knew and loved her; and be it further
RESOLVED, That the County Administrator create a suitable copy of this resolution to be presented to the family of Jessie Hafenrichter as an expression of our deepest sympathy.

Approved on this 17th day of March, 2015.

John A. Shaw, County Board Chairman

Attest:

Debbie Gillette, County Clerk/Recorder

Audio Recording

Member Gryder made a motion to approve the Resolution Requiring the Audio Recording of all Standing Committee Meetings. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

COUNTY OF KENDALL RESOLUTION NO. 215-12

A RESOLUTION REQUIRING THE AUDIO RECORDING OF ALL STANDING COMMITTEE MINUTES

WHEREAS, the Kendall County Board recognizes the importance and the need for an open and transparent government to serve its residents; and,
WHEREAS, the Kendall County Board is committed to transparency in the conduct of the public’s business; and
WHEREAS, the Kendall County Board has determined that it is in the best interest of the county to retain an audio recording of all standing committee meetings; and
WHEREAS, Kendall County shall retain audio recordings of standing committees for a period of three years; and
WHEREAS, the Kendall County Board shall not replace the official meeting minutes compiled by the clerk with audio recording but utilize technology to assist in promoting accountability and transparency; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:

The audio recording of all standing committee meetings is hereby adopted by the County Board of Kendall County.

ADOPTED BY THE COUNTY BOARD OF TRUSTEES OF KENDALL COUNTY THIS SEVENTEENTH DAY OF MARCH, 2015.

Attest:

John A. Shaw
County Board Chairman

Debbie Gillette
County Clerk

Settlement Robert Larkin

Member Davidson made a motion to approve the Resolution Authorizing Settlement of County of Kendall vs. Robert Larkin, et al., Kendall County Case Number 14 ED 1, for the amount of $21,750.00. Member Koukol seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Gillmor and Gryder. Motion carried 8-2.

KENDALL COUNTY BOARD RESOLUTION
Resolution No. 15-13

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

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

IT IS HEREBY RESOLVED that the Stipulation for Entry of Agreed Judgment Order in the case of County of Kendall vs. Robert Larkin, et al., Kendall County Case Number 14 ED 1, providing for the settlement amount of $21,750.00 in exchange for a perpetual easement for a highway right of way upon a portion of parcel 09-32-400-001, is hereby approved.
PASSED by the Kendall County Board this 17 day of March, 2015.
Ayes 8
Nays 2
Present 0
John Shaw, Kendall County Board Chairman
ATTEST: Debbie Gillette, County Clerk

STANDING COMMITTEE REPORTS

Finance

Approval of FY 2014 Annual Financial Report

Member Davidson made a motion to approve the Annual Financial Report for FY 2014 from Wipfli, CPA’s. Member Gryder seconded the motion.

Matt Schueler from Wipfli went over some highlights from the annual financial report.

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

BREAK
RECONVENE

Member Flowers was excused from the meeting at 10:32am.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Under Sheriff Martin explained that they were working on the special response team getting back together with the Oswego, Yorkville, Montgomery, Minooka and Plainfield. Kendall County and Plano will be joining within the month. The team would share equipment and personnel. The criminal intelligence team is providing assistance to CPAT. Yorkville and Oswego will be providing a squad car for the team to drive. They will be focused on the intelligence gathering, gangs and violent crimes and also advocate police power. They have changed the mass arrest policy where the van is dispatched after 5 or more arrestees. They are working on intergovernmental agreements with Newark and Millington.

County Clerk

Revenue Report 2/1/15-2/28/15

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$</td>
<td>620.00</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$</td>
<td>600.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$</td>
<td>30.00</td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$</td>
<td>3,717.04</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$</td>
<td>21,175.00</td>
</tr>
<tr>
<td>Total County Clerk Fees</td>
<td>$</td>
<td>26,142.04</td>
</tr>
<tr>
<td>County Revenue</td>
<td>$</td>
<td>14,438.00</td>
</tr>
<tr>
<td>Doc Storage</td>
<td>$</td>
<td>12,981.00</td>
</tr>
<tr>
<td>GIS Mapping</td>
<td>$</td>
<td>21,908.00</td>
</tr>
<tr>
<td>GIS Recording</td>
<td>$</td>
<td>2,736.00</td>
</tr>
<tr>
<td>Interest</td>
<td>$</td>
<td>33.88</td>
</tr>
<tr>
<td>Recorder's Misc</td>
<td>$</td>
<td>4,313.61</td>
</tr>
<tr>
<td>RHSP/Housing Surcharge</td>
<td>$</td>
<td>11,160.00</td>
</tr>
<tr>
<td>To KC Treasurer</td>
<td>$</td>
<td>93,712.53</td>
</tr>
</tbody>
</table>

CK # 17745
Death Certificate Surcharge sent from Clerk's office $1,204.00 ck # 17743
Dom Viol Fund sent from Clerk's office $105.00 ck 17744

County Clerk, Debbie Gillette stated that early voting begins on March 23, 2015 for the April 7, 2015 election. Information is available on the website.

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 THREE MONTHS ENDED 02/28/2015

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2015 YTD Actual</th>
<th>2015 YTD %</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$370,000</td>
<td>$73,484</td>
<td>19.86%</td>
<td>$84,428</td>
<td>23.13%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,390,000</td>
<td>$518,732</td>
<td>21.70%</td>
<td>$515,727</td>
<td>21.40%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$450,000</td>
<td>$135,313</td>
<td>30.07%</td>
<td>$109,553</td>
<td>27.73%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$825,000</td>
<td>$249,524</td>
<td>30.25%</td>
<td>$242,542</td>
<td>26.95%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$358,000</td>
<td>$77,871</td>
<td>21.75%</td>
<td>$80,703</td>
<td>17.85%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$950,000</td>
<td>$152,393</td>
<td>16.04%</td>
<td>$221,716</td>
<td>20.16%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$500,000</td>
<td>$76,857</td>
<td>15.37%</td>
<td>$116,219</td>
<td>22.35%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$55,000</td>
<td>$8,850</td>
<td>16.09%</td>
<td>$9,056</td>
<td>22.64%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$30,000</td>
<td>$3,125</td>
<td>10.42%</td>
<td>$3,480</td>
<td>9.94%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,114,336</td>
<td>$293,267</td>
<td>26.32%</td>
<td>$306,812</td>
<td>27.59%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,575,000</td>
<td>$699,123</td>
<td>27.15%</td>
<td>$640,307</td>
<td>26.03%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$250,000</td>
<td>$87,120</td>
<td>34.85%</td>
<td>$86,915</td>
<td>26.34%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$900,000</td>
<td>$185,760</td>
<td>20.64%</td>
<td>$229,140</td>
<td>26.96%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$575,000</td>
<td>$73,101</td>
<td>12.71%</td>
<td>$109,930</td>
<td>16.91%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$11,342,336</strong></td>
<td><strong>$2,634,519</strong></td>
<td><strong>23.23%</strong></td>
<td><strong>$2,756,529</strong></td>
<td><strong>23.72%</strong></td>
</tr>
<tr>
<td>Public Safety Sales Tax</td>
<td><strong>$4,300,000</strong></td>
<td><strong>$1,229,430</strong></td>
<td><strong>28.59%</strong></td>
<td><strong>$1,122,482</strong></td>
<td><strong>26.10%</strong></td>
</tr>
</tbody>
</table>
Transportation Sales Tax | $4,300,000 | $1,229,430 | 28.59% | $1,122,482 | 26.10%

*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 25.00%

Jill Ferko, County Treasurer stated that the income tax was late again; it was received on March 5th. Treasurer Ferko will be attending the mandatory Treasurer’s training later in the week. The office will be working on the recommendations from the auditors.

State’s Attorney

State’s Attorney, Eric Weis stated that they are continuing to monitor the court reporter funding and shortfall. Mr. Weis thanked the Sheriff’s Office for apprehending the fugitive at large.

Coroner

Statistics:

<table>
<thead>
<tr>
<th>2015 Statistics</th>
<th>Stats for Same Period in 2014</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 Total Deaths…..</td>
<td>56</td>
<td>Total Deaths……..</td>
</tr>
<tr>
<td>Autopsies to Date..........</td>
<td>4</td>
<td>Autopsies....</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>5</td>
<td>Toxicology Samples..</td>
</tr>
<tr>
<td>Cremation Permits….</td>
<td>33</td>
<td>Cremation Permits…</td>
</tr>
</tbody>
</table>

Supervisor of Assessments

Andy Nicoletti, Supervisor of Assessments presented the estimate of the 2015 EAV.

The following is an ESTIMATE of the 2015 EAV. Actual figures are not available at this time.

\[
\begin{align*}
\$2,758,296,190 & \quad 2014 \text{FINAL GROSS EAV} \\
-\$60,449,168 & \quad 2014 \text{FARMLAND & FARM BUILDING EAV} \\
\hline \\
\$2,697,847,022 & \quad 2014 \text{NON-FARM EAV} \\
\times 1.0422 & \quad 2015 \text{EQUALIZATION FACTOR (+4.22%)} \\
\hline \\
\$2,811,696,166 & \quad 2015 \text{EQUALIZED ADJUSTED GROSS EAV} \\
\text{+$62,515,140} & \quad 2014 \text{FARM BUILDINGS AND FARMLAND WITH 2015 INCREASE (approx + 4.3%)} \\
\text{+$25,861,222} & \quad 2015 \text{NEW CONSTRUCTION (ESTIMATED)} \\
\text{- $19,862,902} & \quad 2015 \text{BOR REDUCTIONS (ESTIMATED)} \\
\hline \\
\$2,880,209,626 & \quad 2015 \text{EQUALIZED GROSS EAV} \\
\end{align*}
\]

$2,880,209,626/$2,758,296,190 = 1.0442 or a 4.42% INCREASE IN EAV FROM 2014 TO 2015.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Bee Keeping in Residential Districts

Member Gryder made a motion to approve the amendment to the Kendall County Zoning Ordinance to allow bee keeping in residential districts. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Davidson and Prochaska. **Motion carried 7-2.**

ORDINANCE # 2015-04
AMENDMENT TO THE KENDALL COUNTY ZONING ORDINANCE
TO BEE KEEPING IN RESIDENTIAL DISTRICTS

WHEREAS, Kendall County regulates development under authority of its Zoning Ordinance and related ordinances; and
WHEREAS, the Kendall County Board amends these ordinances from time to time in the public interest; and

WHEREAS, all administrative procedures for amendments have been followed including a public hearing held before the Kendall County Zoning Board of Appeals on December 8, 2014;

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends Sections 8.02.B- “R-1 One-family estate residence district- Conditional Uses,” Section 8.07.C- “R-2 One-family residence district- Conditional Uses” & 8.08.C- “R-3 One-family residence district- Conditional Uses” of the Kendall County Zoning Ordinance as provided:

Conditional Use in the R-1, R-2 and R-3 Districts

Beekeeping with the following conditions:

a. Beekeeping and the honey produced from beekeeping shall be for personal use only
b. Annual permit required with fee of $50 the first year the permit is issued and $25 each year after
c. Minimum lot size of 1 acre (43,560 square feet) with a maximum of 2 colonies.
d. No colony shall be permitted within a front yard setback
e. All colonies must be setback at least 30’ from any rear or side yard lot line except when abutting a right of way of a street or railroad the colony must be a minimum of 5’ from the rear or side yard lot line (as long as there is no sidewalk or pathway).
f. All colonies within 100’ of an adjoining home shall require a flyway barrier with a 6’ minimum height
g. All colonies shall require a minimum 4’ fence surrounding the perimeter of the colonies or surrounding the perimeter of the entire property. Fencing must have a locking gate with caution signage on each gate.
h. Notification shall be sent by permit applicant to all adjacent property owners. Notification shall be sent via certified mail or certificate of mail and proof of mailing shall be submitted to the PBZ Department. Any property owner who receives notification shall have 14 calendar days from the postmarked date to send written objection to the Planning, Building, and Zoning Department. If any such objection is received, no colony shall be located within 100’ of the adjoining home of objecting property owner.
i. During the application submittal there must be documentation from the Homeowners Association (HOA) stating they approve or deny the proposal. If there is no HOA that must be submitted in writing and signed by the applicant.
j. Prior to submitting a renewal application, an applicant is permitted to resend notification to a property that has previously objected. If the property owner does not object within 14 calendar days after receiving the resent notification, the applicant may locate a colony within 100’ of the residence of the previously objecting property but shall maintain a distance of at least 30’ from all property lines at all times unless abutting a right of way in which the colony can be placed with 5’ of the property line.
k. The Zoning Administrator has authority to approve all new and renewal permits. If the Zoning Administrators receives information that a renewal applicant has violated any of these requirements, caused injury to the public, impacted the safety and health of the public, or has had an adverse affect on surrounding properties as a result of keeping bees on the subject property, the Zoning Administrator may, at his or her discretion, deny the renewal application.
l. Any decision made by the Zoning Administrator may be appealed in writing to the Planning, Building, and Zoning Committee, with the appropriate administrative appeal fee.
m. A site plan indicating the location and distance to property lines and adjacent residences shall be submitted to the PBZ Department with the application.
n. Proof of Apiary Registration with the Illinois Department of Agriculture shall be submitted to the PBZ Department within 30 days of the application submittal.
o. All approved permits shall comply with the Bees and Apiaries Act of Illinois (510 ILCS 20)

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 17th day of March, 2015.

Attest:
Kendall County Clerk                        Kendall County Board Chairman
Debbie Gillette                            John Shaw

Public Safety

Resolution for Sheriff to enter in to Police Services Agreements

Member Davidson made a motion to approve the resolution granting the Kendall County Sheriff the authority to enter into police services agreements with private entities and on behalf of Kendall County, Illinois. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of Resolution 15-14 is available in the Office of the County Clerk.
Administration/Human Resources

Technology Help Desk / Computer Support Specialist Job Description

Member Cullick made a motion to approve the Technology Help Desk / Computer Support Specialist job description. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Title VI Statement of Policy Revisions

Member Cullick made a motion to approve the Title VI Statement of Policy Revisions. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 15-06 is available in the Office of the County Clerk.

Highway

Proposed Speedway on Galena Road

Member Koukol stated that this is not going to be brought to vote. County Engineer Fran Klaas stated that the action that the county will need to take is to approve an ordinance for an access variance.

Resurfacing of Newark Road

Member Koukol made a motion to approve the resolution appropriating $2,100,000 of County Motor Fuel Tax Funds for the resurfacing of Newark Road. Member Davidson seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

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

Resurfacing of Fox River Drive and Ben Street

Member Koukol made a motion to approve the resolution appropriating $300,000 of County Motor Fuel Tax Funds for the resurfacing of Fox River Drive and Ben Street. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of Resolution 15-16 is available in the Office of the County Clerk.

HR Green Engineering Services Agreements

Member Koukol made a motion to approve the construction engineering services agreement between Kendall County and HR Green for Phase III on the Eldamain Road project in the amount of $488,590.08 from the Transportation Sales Tax Fund. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 15-07 is available in the Office of the County Clerk.

Transportation Alternatives Program Grants

Member Koukol announced the transportation alternative program grants. The agencies are going to receive the following – Village of Oswego an amount not to exceed $3,500, City of Plano an amount not to exceed $7,500 and the City of Yorkville an amount not to exceed $5,000.

Re-Appointing County Engineer

Member Prochaska made a motion to approve the resolution re-appointing the incumbent County Engineer for a 6-year term beginning on May 20, 2015. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

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

Appropriating Funds 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 in an amount not to exceed $107,920 and authorizing IDOT to transfer an amount not to exceed $53,960 of Federal Surface Transportation Funds in return for an equal amount of State Funds. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.
A complete copy of Resolution 15-18 is available in the Office of the County Clerk.

**Spring Posting of Certain County Highways**

Member Koukol made a motion to approve the resolution providing for the spring posting of certain county highways. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 15-19 is available in the Office of the County Clerk.

**Facilities**

Member Davidson stated that the Call One contracts have been extended for 60 days while they work on the new contracts.

**Economic Development**

Member Koukol stated that the next meeting will be on March 27th.

**Finance**

**CLAIMS**

Member Purcell moved to approve the claims submitted in the amount of $1,533,867.18. Member Prochaska seconded the motion.

**COMBINED CLAIMS:** FCLT MGMT $58,149.99, B&Z $1,744.86, CO CLK & RCDR $375.37, ELECTION $2,395.53, ED SRV REG $6,023.92, SHRFF $27,859.63, CRRCTNS $1,457.85, EMA $1,054.23, CRCT CT CLK $5,592.47, JURY COMM $5,753.43, CRCT CT JDG $8,716.21, CRNR $1,302.10, CMH CRT SRV $5,542.08, PUB DFNDR $181.50, ST ATTY $2,951.74, SPRV OF ASSMT $111.00, TRSR $556.15, UNEMPY CMP $569.00, EMPLY HLTH INS $881.60, OFF OF ADMIN SRV $1,054.56, GNRIL INS & BNDG $198.00, CO BRD $815.41, TECH SRV $6,281.44, KEN COM $887,500.00, ECON DEV $1,056.33, LIABIL INSUR EXP $240.89, CO HWY $29,062.23, CO BRDG $264,698.00, TRNSPRT SALES TX $97,932.42, HLTH & HMN SRV $37,279.70, CSGB RVLVNG LOAN FND $11,321.43, FRST PRSRV $6,991.58, ANML CNTRL EXPNS $1,132.65, RCRDR DOC STRG $5,500.00, HIDTA $17,405.85, CO CMSRY FND $1,120.00, CRT SEC FND $340.26, LAW LIBRY FND $6,268.30, FEDERAL MGMT FND $2,000.00, SPRV OF ASSMT $935.00, VAC $1,185.26, TRSR $556.15, ANML POP CONT $935.00, VAC $1,185.26, FP BND PRCD '07 $2,000.00

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

**Abating Taxes Levied for the Year 2014 Payable 2015**

Member Purcell made a motion to approve the ordinance abating the taxes levied for the Year 2014 Payable 2015 to pay debt service on General Obligation Bonds (Alternate Revenue Source) series 2007A, 2007B, 2008, 2009, 2010 and 2011 of the County of Kendall, Illinois. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 15-05 is available in the Office of the County Clerk.

**Technology Position Vacancy**

Member Purcell stated that this came out of committee with no recommendation. Members discussed the potential budget cuts and potentially holding off hiring for a couple of months.

Member Wehrli made a motion to approve the technology position vacancy. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Davidson and Prochaska. **Motion carried 7-2.**

**Senior Levy Grant Awards**

Member Purcell explained that they have scheduled the senior tax levy presentations for March 26th. One of the previous year’s recipients that received grant money the Community Meals for Seniors did not request dollars this year. Member Purcell stated that in the scenario presented the agencies would receive a little more than they received last year and it would save 3 hours of presentations. Members discussed how they arrived at the amounts. The funds have been levied for senior services in the amount of $324,500. Members discussed whether or not to hold the hearings as scheduled.

Member Davidson moved to table to the next meeting. Member Wehrli seconded the motion.
Member Davidson amended the motion to refer back to the Finance Committee for hearings previously scheduled. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Cullick, Davidson, Gilmour, Prochaska and Wehrli. Members voting nay include Gryder and Koukol. Member Shaw abstained. **Motion carried 5-3-1.**

Member Davidson was excused from the meeting at 12:08 pm.

**Labor and Grievance**

No report.

**Committee of the Whole**

Chairman Shaw stated that there was no report.

STANDING COMMITTEE MINUTES APPROVAL

Member Koukol moved to approve all of the Standing Committee Minutes and Reports. Member Cullick 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.

**VAC**

Member Wehrli stated that the quarterly meeting is coming up.

**Historic Preservation**

Member Wehrli stated that they did not meet.

**Board of Health**

Member Wehrli stated that they will meet on March 17, 2015.

**Juvenile Justice**

Member Gilmour reported that the Fundraising Committee meets on March 20, 2015.

CHAIRMAN’S REPORT

Chairman Shaw removed Bob Hyde from the appointments since he is an alderman with the City of Plano, this may create a conflict of interest.

Appointments

Ruben Rodriguez - Ethics Commission – Expires March 2017

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

Announcements

Richard Gaffney – Merit Commission – 6 year term – Expires March 2021
Rodney Schobert – Morgan Creek Drainage District – 3 year term – Expires 2018

EXECUTIVE SESSION

Member Prochaska made a motion to go into Executive Session for litigation, when an action against, affecting or 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 Shaw was excused from the meeting at 12:20 pm.
ADJOURNMENT

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

Approved and submitted this 25th day of March, 2015.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF KENDALL, ILLINOIS AND THE VILLAGE OF NEWARK FOR POLICE SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), entered into this ___ day of April, 2015, by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the Village of Newark, an Illinois Municipal Corporation of the State of Illinois, ("Village"), is as follows:

RECITALS:

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 Village and Kendall County are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 55 ILCS 220/1 et seq.; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code, 55 ILCS 5/5·1106 and 65 ILCS 5/11·1·1 et seq., Village and Kendall County have the authority and the duty to provide police protection within their respective jurisdictions; and

WHEREAS, Village desires to obtain the services of well-trained and equipped Sheriff's deputies ("Deputies"), as defined by 55 ILCS 5/3·6001 et seq., to ensure the public safety and welfare of its citizens, within the jurisdictional boundaries of Village; and

WHEREAS, Kendall County wishes to provide Village with well-trained and equipped Deputies to ensure the public safety and welfare of Village's citizens, within the jurisdictional boundaries of Village, pursuant to the terms of this Agreement.

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

1. Incorporation: The above recitals are incorporated as if fully restated herein.

2. Effective Date: This Agreement is effective as of its date of execution by both parties.

3. Term: This Agreement shall be in full force and effect for a period of one (1) year from the date of execution, however, it may be renewed for one additional year upon written agreement of the parties.
4. Termination: Either party may terminate this Agreement by providing thirty (30) calendar days' advanced written notice to the other party. No additional penalties or early termination charges will be required upon termination.

5. Police Services: Deputies assigned to the Village will provide the following services within the jurisdictional boundaries of Village: patrol public roadways, respond to emergencies, investigate crimes, ticket traffic violations, enforce all federal and State law intended to be enforced by police officers, and enforce all local ordinances intended to be enforced by police officers. All tickets, reports, lab services, and other required documentation or evidence will be processed through, and maintained and preserved by the Kendall County Sheriff's Office (“KCSO”) pursuant to record retention requirements of the Local Records Act and all other applicable laws. The fines collected from all tickets issued within the jurisdictional limits of Village will be distributed to Village, unless otherwise required by law.

6. Assignment of Deputies: By the 25th of each month, Kendall County will provide Village with a list of Deputies assigned to Village for the subsequent month, and the shifts for which they are assigned. There will be no more than one Deputy assigned to the Village at any given time, unless other arrangements are agreed to, in writing, by both Village and the Sheriff or his designee.

7. Equipment: All police equipment used by Deputies will be purchased, provided, and maintained by Kendall County. This equipment includes, but is not limited to, uniforms, body armor, traffic radar guns, police vehicles, service weapons, and radio equipment.

8. Insurance: Village will be responsible for law enforcement liability, general liability, and worker’s compensation insurance for the Deputies, as well as all deductibles under these policies. 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, Village shall deposit with Kendall County 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 (“Statutory/Coverage A”) and in a minimum amount of $500,000 per accident, $500,000 policy limit for disease or disability, and $500,000 per employee for disease or disability (“Coverage B”); (b) employer’s comprehensive law enforcement liability and general liability insurance for both personal injury and property damage in the minimum amount of (i) $1,000,000 per occurrence for bodily injury, property damage, and bodily injury and property damage combined; (ii) $2,000,000 aggregate for bodily injury property damage, and bodily injury and property damage combined, and (iii) $2,000,000 aggregate for personal injury; and (c) an umbrella policy in the minimum of $10,000,000 per occurrence and $10,000,000 aggregate. Kendall County and the KCSO shall be named as additional insureds on a
primary and non-contributory basis with respect to the law enforcement liability, general liability, and excess liability insurance, as well as a waiver of subrogation with respect to the law enforcement liability, general liability, and workers' compensation in favor of Kendall County and the KCSO. Also, Kendall County and KCSO shall be designated as the certificate holders. Kendall County's existing automobile insurance policy covering Kendall County law enforcement vehicles will remain in effect and provide coverage for those vehicles while being used to provide services under this Agreement. Village will purchase and maintain, at all times this Agreement is in effect, comprehensive insurance coverage to cover the one vehicle designated for use under the terms of this agreement. KCSO shall keep the Village apprised at all times of the make, model, and VIN # of the squad car being used by the Village.

9. Compensation: Village will directly compensate Deputies for police services in the amount of $30 per hour. Compensation to the Deputies will be processed through the Village's regular payroll during the first pay cycle following the date of service, if practicable, and will be remitted to the Deputies' home address no more than thirty (30) calendar days after the date of service. It shall be the Village's responsibility to track and maintain records of all hours worked by the Deputies assigned to perform the services set forth in this Agreement. The Village will also compensate Kendall County for the mileage incurred by police vehicles while being used to provide police services under this Agreement. Mileage will be calculated based on the IRS rate in place at the time the invoice is issued. Additionally, the Village shall pay to Kendall County the additional amount of $2.00 per hour for each hour a Kendall County police vehicle is used to provide police services under this Agreement. The parties agree this amount is intended to cover, in part, the vehicle's equipment maintenance and replacement costs (e.g., camera system, computer, radios, etc.). Kendall County will submit to Village an invoice for all amounts due to Kendall County, which were incurred in the previous month. This invoice will be submitted to the Village by the 10th of each month. All payments are to be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Failure to timely submit an invoice does not constitute a waiver of the amount owed.

10. Indemnification: The Village and Kendall County shall each defend, 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 arising from the other party's negligent conduct. Village shall defend with counsel of the other party's own choosing, indemnify, and hold harmless the KCSO, including its elected officers, employees, and agents. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Kendall County or KCSO, under this paragraph, shall be
approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's or KCSO's participation in its defense shall not remove Villages duty to indemnify, defend, and hold Kendall County and KCSO harmless, as set forth above. Nothing in this Agreement shall constitute a waiver of any privileges, defenses, or immunities which either Party may have under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq.

11. 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, strikes or labor disputes, 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.

12. Non-Discrimination: Kendall County and Village 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.

13. Assignment: 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.

14. Applicable Laws/Severability: In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. 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. In case any provision of this Agreement shall be declared 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 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. If Kendall County prevails in any legal action pertaining to collection of amounts due under this Agreement and or regarding the indemnification provision set forth in paragraph 10, it may recover reasonable attorney’s fees and costs.

15. Notice: 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 (b) sending the same by facsimile with electronic confirmation of receipt. All notices should be sent to the following representatives, or any such other person, counsel, or address as any party hereto shall specify pursuant to this Section from time to time:

If to Kendall County:
Dwight A. Baird, Sheriff
Kendall County Sheriff’s Office
1102 Cornell Lane
Yorkville, IL 60560
Fax: 630-553-1972

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

If to the Village:
Jim Davis, Village President
Village of Newark
P.O. Box
Newark, IL 60541
Fax: 815-695-5111

With copy to:
Boyd Ingemunson
759 John Street, Suite A
Yorkville, IL 60560

16. Entire Agreement: This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

17. Relationship of Parties: It is understood and agreed that the Deputies will be considered as employees of the Village during any period of employment for the Village under the terms of this Agreement. As such, the Village is solely responsible for paying all wages, worker’s compensation benefits, and any other compensation due and owing to Deputies for
 performance of services set forth in the Agreement. Village is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for payments to Deputies for performing services as set forth in the Agreement. Kendall County acknowledges its obligation to provide automobile insurance coverage and Village acknowledges its obligation to provide law enforcement liability, general liability, and worker’s compensation insurance as addressed in paragraph 8. Should Village have a complaint regarding the conduct of a Deputy assigned to Village under this Agreement, Village shall notify the Kendall County Sheriff or his designee.

18. 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.

19. Amendments: This Agreement may be amended only with written consent of all parties hereto.

20. Authority: Kendall County and Village 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 above date.

County of Kendall, a unit of local government of the State of Illinois
By: ______________________________
   Chairman, Kendall County Board
Date: ______________________________
Attest: ______________________________
County Clerk

Village of Newark, a unit of local government of the State of Illinois
By: ______________________________
   Village President
Date: ______________________________
Attest: ______________________________
Village Clerk
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$784.50</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$930.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$1,792.94</td>
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</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$27,125.00</td>
<td></td>
</tr>
<tr>
<td>Total County Clerk Fees</td>
<td>$30,662.44</td>
<td></td>
</tr>
<tr>
<td>County Revenue</td>
<td>$15,887.00</td>
<td></td>
</tr>
<tr>
<td>Doc Storage</td>
<td>$16,677.50</td>
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<tr>
<td>GIS Mapping</td>
<td>$28,167.00</td>
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</tr>
<tr>
<td>GIS Recording</td>
<td>$3,517.00</td>
<td></td>
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<tr>
<td>Interest</td>
<td>$37.35</td>
<td></td>
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<tr>
<td>Recorder's Misc</td>
<td>$2,161.50</td>
<td></td>
</tr>
<tr>
<td>RHSP/Housing Surcharge</td>
<td>$14,121.00</td>
<td></td>
</tr>
<tr>
<td>To KC Treasurer</td>
<td>$111,230.79</td>
<td></td>
</tr>
</tbody>
</table>

Death Certificate Surcharge sent from Clerk's office $621.00 ck # 17764
Dom Viol Fund sent from Clerk's office $160.00 ck 17763
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 FOUR MONTHS ENDED 03/31/2015

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2015 YTD Actual</th>
<th>2015 YTD %</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$370,000</td>
<td>$89,620</td>
<td>24.22%</td>
<td>$103,770</td>
<td>28.43%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,390,000</td>
<td>$723,010</td>
<td>30.25%</td>
<td>$746,130</td>
<td>30.98%</td>
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<tr>
<td>Local Use Tax</td>
<td>$450,000</td>
<td>$200,145</td>
<td>44.48%</td>
<td>$166,030</td>
<td>42.03%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$825,000</td>
<td>$337,181</td>
<td>40.87%</td>
<td>$320,161</td>
<td>35.57%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$358,000</td>
<td>$104,013</td>
<td>29.05%</td>
<td>$100,925</td>
<td>22.33%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$950,000</td>
<td>$300,065</td>
<td>31.59%</td>
<td>$306,948</td>
<td>27.90%</td>
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<tr>
<td>Fines &amp; Forfeits/St Atty.</td>
<td>$500,000</td>
<td>$158,514</td>
<td>31.70%</td>
<td>$160,123</td>
<td>30.79%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$55,000</td>
<td>$12,192</td>
<td>22.17%</td>
<td>$12,090</td>
<td>30.23%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$30,000</td>
<td>$5,938</td>
<td>19.79%</td>
<td>$4,617</td>
<td>13.19%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,114,336</td>
<td>$378,421</td>
<td>33.96%</td>
<td>$396,731</td>
<td>35.68%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,575,000</td>
<td>$973,624</td>
<td>37.81%</td>
<td>$896,791</td>
<td>36.45%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$250,000</td>
<td>$101,558</td>
<td>40.62%</td>
<td>$103,722</td>
<td>31.43%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$900,000</td>
<td>$330,620</td>
<td>36.74%</td>
<td>$293,400</td>
<td>34.52%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$575,000</td>
<td>$111,512</td>
<td>19.39%</td>
<td>$149,110</td>
<td>22.94%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>$11,342,336</td>
<td>$3,826,413</td>
<td>33.74%</td>
<td>$3,760,546</td>
<td>32.37%</td>
</tr>
</tbody>
</table>

| Public Safety Sales Tax | $4,300,000 | $1,731,833 | 40.28% | $1,898,250 | 37.12% |
| Transportation Sales Tax | $4,300,000 | $1,731,833 | 40.28% | $1,581,844 | 36.78% |

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 4 months the revenue and expense should be at 33.32%

**EXPENDITURES**

All General Fund Offices/Categories

| $26,978,402 | $8,891,884 | 32.96% | $9,976,422 | 35.73% |
KENDALL COUNTY CORONER
March FY 2015 Monthly Report

<table>
<thead>
<tr>
<th>DATE</th>
<th>NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday, March 01, 2015</td>
<td>1503057 *</td>
<td>9:28 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, March 04, 2015</td>
<td>1503068</td>
<td>4:20 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
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* Denotes death which occurred outside normal business hours.
Percentage of calls which occurred outside of normal business hours 78% 14:18

Autopsies
Two autopsies were performed in the month of March.

Inquests
There were no inquests held during the month of March.

Statistics:
FY 2015 Statistics

<table>
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<th>Case</th>
<th>Stat for Same Period in FY 2014</th>
<th>Difference</th>
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<td>2015 Total Deaths.....</td>
<td>75</td>
<td>94</td>
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<td>Autopsies to Date......</td>
<td>6</td>
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<td>Toxicology Samples....</td>
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<tr>
<td>Cremation Permits.....</td>
<td>45</td>
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Coroner's Office Personnel Update:

* Deputy Coroner Jacquie Purcell provided a presentation for the Oswego Law Enforcement Class at Oswego High School on March 2.

* Deputy Coroner Jacquie Purcell provided a presentation for Operation Impact at Oswego East High School on March 12.

* Deputy Coroner Carl Gutierrez attended a Homicide Training in Moline, IL on March 23 - March 25.
CALL TO ORDER
The meeting was called to order by Chairman Scott Gryder at 6:30 p.m.

ROLL CALL
Present: Lynn Cullick, Bob Davidson, Vice-Chair Judy Gilmour, Chairman Scott Gryder and Jeff Wehrli
Absent: None
Also present: Planning & Zoning Manager: Angela Zubko & Code Enforcement Officer Brian Holdiman
In the audience: Attorney Daniel Kramer, Peter & Laurie Pasteris, Candice Hadley & Leigh Anne Scoughton

APPROVAL OF AGENDA
Lynn Cullick made a motion to approve the agenda as written, Judy Gilmour seconded the motion. All agreed and the motion was approved.

APPROVAL OF MINUTES
Jeff Wehrli made a motion to approve the minutes from March 9, 2015. Judy Gilmour seconded the motion. All agreed and the minutes were approved.

EXPENDITURE REPORT (handed out at meeting)
Bob Davidson made a motion to approve the expenditure report in the amount of $16,800.75 and forward it onto the Finance Committee, Judy Gilmour seconded the motion. With a roll call vote all in attendance agreed and the motion was approved.

PUBLIC COMMENT: None

PETITIONS-
#15-02 Peter & Laurie Pasteris
Planner Zubko stated Peter & Laurie Pasteris are requesting approval of an A-1 special use permit to operate a low use banquet hall on their property for special events. The applicants do live in the house on the property. The property is located at 1998 Johnson Road and is on the south side of Johnson Road, 1 mile east of Schlapp Road and 1.45 miles west of Ridge Road. There is a trail proposed along the south side of the roadway and Planner Zubko suggests contacting Plainfield for a dedication request. According to the Zoning Ordinance a banquet hall can be operated if 7 conditions are met which are listed in the report. The petitioners meet them all except number one, that the facility shall have direct access to a road designated as an arterial roadway or major collector road as identified in the Land Resource Management Plan. Johnson Road is designated as a minor collector roadway therefore they received permission from the township highway commissioner to use the roadway. On the site plan the petitioner has shown where they would like to construct a concrete pad to keep up a tent from May to November 15th at the size of 40' x 80' and also a barn with future bathrooms. The petitioner has stated the guest will park in the hayfield even if a crop is in. The property currently has an access point off of Johnson Road which is the same access they propose to use for the special events. Staff
would recommend approval and the following conditions be placed on the special use, if approved:

1. The principal use of the property is for residential purposes and/or farming.
2. A maximum of 200 persons at any one time
3. All events must be catered unless approved by the Health Department.
4. Compliance with applicable building codes and Americans with Disabilities Act accessibility provisions and securing of the required permits associated with any proposed remodeling, alteration, construction or expansion of existing and proposed structures on the premises.
5. Retail sales are permitted as long as the retail sales will be ancillary to the main operation.
6. The noise regulations are as follows:
   Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty-five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.
   Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.
   EXEMPTION: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.
7. Porta Johns (and other temporary bathroom facilities) need to be removed within 2 business days after each event.
8. Events can run from May 1st through November 15th and the temporary tent can be erect from May 1st through November 15th.
9. Entities having jurisdiction may inspect the property annually including but not limited to the Planning, Building Zoning Department, Health Department, sheriff's office and fire protection district in order to ensure that conditions of the special use permit are still being met and that the permit is still applicable for the operation.

Planner Zubko would also like to note this is in NaAuSay Township so this is a dry township so alcohol cannot be sold on the premises which the petitioner is aware of.

The ZPAC Committee had some concerns which all were addressed by additional conditions. The Plan Commission recommended approval as well and agreed with the petitioner this will be a low impact use. There was no audience members that spoke and there was one letter that was read in opposition that is in the packet tonight. At the special use hearing officer meeting it was discussed if the weather is bad they do have alternative locations to park like a nearby church and shuttle the guests over if needed. The Hearing Officer made a favorable recommendation with staff's suggested conditions.

Attorney Daniel Kramer introduced himself and his clients. He did publish for the township meeting and there were not objectors and they approved it. He stated in the terms of the opposition letter they received it the night of the Plan Commission and it was signed by a trust at Old Second Bank, the petitioners have talked to the owners of the land and they did not have any opposition so they feel it was someone else that is part of the trust, however they did respond to the letter and have not heard back. He stated a banquet facility sounds large but this will be low use and will be using a tent.
With no further discussion Lynn Cullick made a motion, seconded by Jeff Wehrli to recommend approval of the special use with staff’s nine conditions and forward the petition onto the full County Board.

Attorney Kramer discussed parking in the hay and how people will not get stuck but just in case of a flood rain they have already made arrangements to park and shuttle people in, there would be no parking on Johnson Road.

Mr. Bob Davidson asked about the porta-potties to be removed after each event. Mr. Kramer stated they will be using a trailer to pick up. He also asked about the limit of guests. Planner Zubko stated the petitioner requested it. Mr. Davidson would like to see a little leeway on the limit.

Ms. Gilmour asked how many cars are expected. Mr. Pasteris stated typically everyone comes with someone so for 200 person limit probably a maximum of about 150 cars. Their property can easily accommodate more.

Lynn Cullick made a motion to change the amount of people to a 10 percent tolerance on the number of people. Jeff Wehrli seconded the motion. With no further discussion, with a roll call vote, all were in favor and this will be forwarded.

#15-03 Candice Hadley
Planner Zubko went over her written report stating that the owner, Candice Hadley (who is present) is requesting approval to landmark her home at 1542 Plainfield Road, Oswego, IL. The home was built in 1865 and was owned by Gilbert & Mary Ann (Cass) Gaylord. The owner’s justification on why this house shall be landmarked is that the Gilbert Gaylord House is an extremely well-preserved example of Italianate architecture. The main structure is virtually unchanged and over the past two decades, the current owner has painstakingly restored the front porch, preserved the brackets under the eaves, had the brick tuck-pointed and installed copper gutters. The east side addition was built in 2007 in a manner similar in style and materials to the original, without detracting from the original structure’s historic integrity. There are no other brick Italianates in Oswego or the surrounding township that compare to this structure. Additionally, the structure is eligible for listing in the National Register of Historic Places. The house qualifies for “Criterion C for architecture as a good representative example of an asymmetrical Italianate residence.” The structure also has been recognized as a Property of the Season by the Oswego Historic Commission and has been named an Oswego Township Heritage Place. She also stated there are the architectural details and description of the additions over the years. Also under the historical narrative she gave us the background of the house, how it was used and who lived there. Planner Zubko stated the Historic Preservation Commission went over whether the nominated landmark does or does not meet the criteria for designation as provided for in Article III, Section 4 of the Kendall County Historic Preservation Ordinance. The report contains 4 criteria which the Commission approved the following information:

1. An explanation of the significance or lack of significance of the nominated landmark as it relates to the criteria for designation;
   ✓ It has character, interest, or value which is part of the development, heritage, or cultural characteristics of a local community, the County, the State of Illinois or the Nation;
   ✓ It embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;
   ✓ It embodies elements of design, detailing, materials, or craftsmanship that render it architecturally significant;
   ✓ It has a unique location or singular physical characteristics that make it an established or familiar visual feature;

413.15 PBZ Meeting Minutes
✓ It is a particularly fine or unique example of a utilitarian structure with a high level of integrity or architectural significance;
✓ It is suitable for preservation or restoration;
✓ It is an exceptional example of an historic or vernacular style or type or one of few remaining in the County.

2. A description of the integrity or lack of integrity of the nominated landmark;
The home was built in 1865. The original main floor has four rooms: formal front parlor, family room (converted in early 1970's from two smaller rooms), dining room and kitchen. The original pine plank flooring is still intact in all rooms except the kitchen; as is all original woodwork and some doors.
- There is a staircase with the original curved banister inside the double doors (with a curved wall underneath). Another curved wall in the hallway is hidden behind a door that decades ago was installed for access to a half bath.
- The formal front parlor, currently a wheelchair accessible bedroom, has original crown molding.
- The dining room features a stone mantle fireplace recently installed to replace a circa 1970's inappropriate brick "Colonial" fireplace. A door leading to a "silverware closet" under the stairs has been walled over (decades ago a large radiator was installed in that space to heat the main hallway).
- The narrow staircase leading to the basement is still intact under the floor of the pantry.

The second floor of the original structure originally included five rooms, three bedrooms, a billiard room and probably a maid’s room. Currently there are four bedrooms, one bathroom (top of main stairs) and the maid’s room is now a master bath. There also is a rear staircase from the dining room (next to the fireplace) leading up to a small hallway to the master bath, bedroom and attic stairway.

The basement level originally included four rooms with access via the narrow kitchen's staircase and an exterior cellar entrance.

The north-facing stately brick home resides on 5.27 acres in a rural setting, four miles southeast of Oswego. A 100+ year old barn, corn crib, hog house, machine shed and chicken coop remain on the property, in addition to a front yard with large maples along the curved brick drive, a field, two fenced horse pastures, gardens and an orchard.

3. A map showing the location of the nominated landmark.
4. In the case of a nominated landmark found to meet the criteria for designation, the report shall include a description of the significant exterior architectural features of the nominated landmark that should be protected.

The Italianate Gaylord two-story brick residence is a gabled ell sitting on a cut limestone, raised foundation. Tall, arched windows are delineated with cut stone sills and corbelled lintels; broad eaves are supported with massive, incised brackets. There are two front entrances; one with double doors. Ornate porches adorn the front and rear facades.

The historic preservation commission held a public hearing on March 19th in which only the petitioners were present and the Commission recommended approval. Staff recommends approval.

Jeff Wehrli made a motion to recommend approval of the historic landmark and forward the petition onto the fill County Board. Lynn Cullick seconded the motion.

Mr. Jeff Wehrli thanked the petitioners. Ms. Hadley introduced herself and excited.

With no further discussion, with a roll call vote, all were in favor and this will be forwarded.

**NEW BUSINESS/OLD BUSINESS**

1. Building Permit Extension Requests- Brian Holdiman stated the building code allows for building permit extension. The first one is Skoropad for a storage building; they’re seeking an extension for family issues and funds. Mr. Holdiman requests a one year extension. The second one is the Schnell family in which they’re demolishing a home trying to recycle as much as they can. Mr. Holdiman also requests a one year extension. Mr. Gryder asked about the structures and safety. Mr. Davidson asked if these people are physically working on these projects. Mr. Holdiman stated the Schell is but the Skoropad currently does not have the fund but plan on doing it soon. Jeff Wehrli made a motion to make a one year extension for permits 03-2011-150 & 14-2011-068. Judy Gilmour seconded the motion. All were in favor and they will be extended. Mr. Holdiman stated there is one more to discuss of a house at 45 Cheyenne Court. We’ve been approached by neighbors over the years, the permit was issued in 2008 and not complete. The exterior siding is not complete and that’s why we’re getting calls from the neighbors. Unfortunately the owner has lost his job and does not have the funds but wanted to bring it to the PBZ committee’s attention in case they get complaints. Mr. Wehrli asked if there are any grant opportunities for the owners.

2. Approval of an $85,000 payment from MB Financial Bank, The First National Bank of Ottawa and/or BCB Development IV, LLC for the construction costs necessary to close out Tanglewood Trails Subdivision and the approval to negotiate a contract in regard to the same with the above parties and the Tanglewood Trails Homeowners Association- Planner Zubko stated as we discussed last November I was working with the bank to finish up the public improvements and the County was working on a punchlist for the bank. The punchlist is completed and an agreed amount has been decided upon. Mr. Gryder stated this has been discussed with Mr. Wilkins, the SAO, the highway department and the banks. Mr. Wehrli asked about where we came up with the $85,000. Planner Zubko explained the contingent money, review money and bike trail amounts. Mr. Davidson asked a few questions on the bike path. Lynn Cullick made a motion of an approval of an $85,000 payment from MB Financial Bank, The First National Bank of Ottawa and/or BCB Development IV, LLC for the construction costs necessary to close out Tanglewood Trails Subdivision and the approval to negotiate a contract in regard to the same with the above parties and the Tanglewood Trails Homeowners Association. Jeff Wehrli seconded the motion. With a roll call vote, 4 approved and Mr. Davidson abstained.
3. Regional Plan Commission and Zoning Board of Appeals vacancies discussion- Planner Zubko stated the Plan Commission is and has been short 3 members for quite some time and sometimes it’s hard to get a quorum and also with the fact she has been receiving numerous complaints on how long the process takes she wanted to see what the thoughts are to combine the two committees. She also handed out a memo dated May 19, 2010 which goes though what the statutes require us to do and it also goes over our old zoning process. Our process is much quicker in that it takes 2-3 months but there are still a series of 5 meetings the petitioner must attend. The Committee would like to read over that memo. Mr. Ashton asked about appeals and where they go. Ms. Gilmour doesn’t know if eliminating any would help but would like to look at the memo. Mr. Davidson thinks rezoning needs to be within a certain amount of days and suggests trying it out for a timeframe possibly. The Committee will continue this. If anything is disbanded it would be hard to get people back.

4. Discussion on bringing back R-2 and R-3 zoning- Planner Zubko stated she would like to bring back the R-2 and R-3 districts to allow people to rezone smaller lots to build a home. This was discussed at the Plan Commission and they support the idea but would only like to allow R-2 and R-3 subdivisions for a certain amount of contiguous lots. It was also discussed they were deleted in the first place to promote RPD’s and that most likely not many people will be able to make 1 acre work for a septic but it’s possible. Mr. Davidson stated the new code is more restrict and it’s harder to make it work. Mr. Davidson briefly went over how all subdivisions need curtain drains. Mr. Wehrli stated when this got deleted there were subdivisions all over and we were trying to have the developers save the natural features and have open space. Mr. Wehrli would like to tighten this down for a good fit of contiguous lots. Mr. Davidson sees issues with the PUD’s and give everyone grades on the engineering plans and you can’t disturb the septic area at all. It’s hard to get the distances to the well and the septic and someone wants to put a pool or shed and it just does not work. Larger parcels might become weed fields. There was some discussion on the fire protection district where the homes are too far apart but there are a lot. Mr. Davidson likes this idea. Mr. Gryder would like more time. Planner Zubko will bring this back to PBZ next month with some suggestions.

**UPDATE ON HISTORIC PRESERVATION**- Planner Zubko stated she has nothing else to discuss as the landmark was already discussed.

**UPDATE ON CMAP LAND USE COMMITTEE MEETING**- Planner Zubko stated the land use committee meets this Wednesday.

**PROJECT STATUS REPORT**— Reviewed  
**PERMIT REPORT**— Reviewed  
**REVENUE REPORT**— Reviewed  
**CORRESPONDENCE**— None  
**EXECUTIVE SESSION**— None

**ADJOURNMENT**- Next meeting will be on May 11, 2015  
Lynn Cullick made a motion to adjourn the meeting. Jeff Wehrli seconded the motion. All agreed. Chairman Gryder adjourned the meeting at 7:29 p.m.

Respectfully Submitted,  
Angela L. Zubko  
Planning & Zoning Manager

413.15 PBZ Meeting Minutes
ORDINANCE NUMBER 2015-__

GRANTING AN A-1 SPECIAL USE AT
1998 JOHNSON ROAD, OSWEGO

TO OPERATE A BANQUET HALL FOR SPECIAL EVENTS

WHEREAS, Peter & Laurie Pasterik have filed a petition for a Special Use within the A-1 Agricultural Zoning District for a 12.5 acre property located on the south side of Johnson Road, 1 mile east of Schlapp Road, 1.45 miles west of Ridge Road, commonly known as 1998 Johnson Road, (PIN #'s 06-11-100-004 & 06-11-100-008), in NaAuSay Township; and

WHEREAS, said property is currently zoned A-1 Agricultural; and

WHEREAS, said petition is to obtain an A-1 Special Use Permit to operate a banquet hall on their property for special events; and

WHEREAS, said property is legally described as:

THE WEST 400.0 FEET OF THE NORTH 435.60 FEET OF A STRIP OF LAND 54 RODS (891.1 FEET) WIDE OFF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS CONTAINING 4 ACRES.

THE WEST 561.0 FEET OF THE NORTH 971.0 FEET (EXCEPT THE WEST 400.0 FEET OF THE NORTH 435.60 FEET, THEREOF) OF A STRIP OF LAND 54 RODS (891.0 FEET) WIDE OFF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS CONTAINING 8.5052 ACRES.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.3 of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on April 6, 2015; and

WHEREAS, the findings of fact were approved as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The special use will not be detrimental or endanger the public health, safety, morals, comfort or general welfare.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space...
and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The petitioner is not proposing to change the site but have a temporary tent up during events therefore keeping with the residential and agricultural character of the neighborhood.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The special use will not be adding any new utilities at this time and no new roadways or drainage to the property. They will be adding a septic in the future, park on the hayfield and will use the current access point onto Johnson Road.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. The only regulation they do not meet is that it must be located on a major or arterial roadway but they have received permission from the township road commissioner. All other regulations will conform.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. This special use will not be every weekend so most of the time it will just be residential uses and not events.

WHEREAS, the Kendall County Board has considered the findings and recommendation of the Hearing Officer and finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns of the property owner as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use zoning permit to operate a banquet hall on their property for special events in accordance to the submitted Description included as “Exhibit A” and the submitted Site Plan included as “Exhibit B” attached hereto and incorporated herein subject to the following conditions:

1. The principal use of the property is for residential purposes and/or farming.
2. A maximum of 200 persons at any one time (with a 10% tolerance).
3. All events must be catered unless approved by the Health Department.
4. Compliance with applicable building codes and Americans with Disabilities Act accessibility provisions and securing of the required permits associated with any proposed remodeling, alteration, construction or expansion of existing and proposed structures on the premises.
5. Retail sales are permitted as long as the retail sales will be ancillary to the main operation.
6. The noise regulations are as follows:
   Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land.
which exceeds sixty 60 dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

EXEMPTION: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o’clock (7:00) A.M. and ten o’clock (10:00) P.M.

7. Porta Johns (and other temporary bathroom facilities) need to be removed within 2 business days after each event.

8. Events can run from May 1\textsuperscript{st} through November 15\textsuperscript{th} and the temporary tent can be erect from May 1\textsuperscript{st} through November 15\textsuperscript{th}.

9. Entities having jurisdiction may inspect the property annually including but not limited to the Planning, Building Zoning Department, Health Department, sheriff’s office and fire protection district in order to ensure that conditions of the special use permit are still being met and that the permit is still applicable for the operation.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this ordinance has been enacted on April 21, 2015.

Attest:

Debbie Gillette
Kendall County Clerk

John Shaw
Kendall County Board Chairman
STATE OF ILLINOIS
COUNTY OF KENDALL

ORDINANCE NUMBER 2015 -

DESIGNATING A HISTORIC LANDMARK TO

1542 PLAINFIELD ROAD, OSWEGO

WHEREAS, the people of the County of Kendall take great pride in the historic buildings, structures, sites, and landscapes of the County that exemplify the heritage or culture of the County of Kendall, State of Illinois; and

WHEREAS, the County of Kendall is empowered pursuant to 55 ILCS 5/5-30001 (1992), to establish and appoint by ordinance a preservation commission and to designate by ordinance landmarks and preservation districts upon the recommendation of the preservation commission; and

WHEREAS, the Kendall County Board adopted the Kendall County Historic Preservation Ordinance establishing said Commission on August 15, 2006 as Ordinance 06-67; and

WHEREAS, Candice Hadley has filed a petition to landmark her home for property located on the south side of Plainfield Road about 1.1 miles west of Ridge Road, commonly known as 1542 Plainfield Road, (PIN # 03-35-377-003), in Oswego Township; and

WHEREAS, said petition is to obtain a Kendall County Historic Landmark Designation; and

WHEREAS, said property is legally described as:


WHEREAS, all procedures required by the Kendall County Historic Preservation Ordinance were followed including notice for public hearing, preparation of the initial recommendation and report in accordance with Article III, Section 4 of the Historic Preservation Ordinance, and recommendation for approval by the Historic Preservation Commission on March 6, 2015; and

WHEREAS, the report contained the following information:

An explanation of the significance or lack of significance of the nominated landmark or historic district as it relates to the criteria for designation;
✓ It has character, interest, or value which is part of the development, heritage, or cultural characteristics of a local community, the County, the State of Illinois or the Nation;
✓ It embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;
✓ It embodies elements of design, detailing, materials, or craftsmanship that render it architecturally significant;
✓ It has a unique location or singular physical characteristics that make it an established or familiar visual feature;
✓ It is a particularly fine or unique example of a utilitarian structure with a high level of integrity or architectural significance;
✓ It is suitable for preservation or restoration;
✓ It is an exceptional example of an historic or vernacular style or type or one of few remaining in the County.

A description of the integrity or lack of integrity of the nominated landmark or historic district:

The home was built in 1865. The original main floor has four rooms: formal front parlor, family room (converted in early 1970's from two smaller rooms), dining room and kitchen. The original pine plank flooring is still intact in all rooms except the kitchen; as is all original woodwork and some doors.

- There is a staircase with the original curved banister inside the double doors (with a curved wall underneath). Another curved wall in the hallway is hidden behind a door that decades ago was installed for access to a half bath.
- The formal front parlor, currently a wheelchair accessible bedroom, has original crown molding.
- The dining room features a stone mantle fireplace recently installed to replace a circa 1970's inappropriate brick "Colonial" fireplace. A door leading to a "silverware closet" under the stairs has been walled over (decades ago a large radiator was installed in that space to heat the main hallway).
- The narrow staircase leading to the basement is still intact under the floor of the pantry.

The second floor of the original structure originally included five rooms, three bedrooms, a billiard room and probably a maid's room. Currently there are four bedrooms, one bathroom (top of main stairs) and the maid's room is now a master bath. There also is a rear staircase from the dining room (next to the fireplace) leading up to a small hallway to the master bath, bedroom and attic stairway.

The basement level originally included four rooms with access via the narrow kitchen's staircase and an exterior cellar entrance.

The north-facing stately brick home resides on 5.27 acres in a rural setting, four miles southeast of Oswego. A 100+ year old barn, corn crib, hog house, machine shed and chicken coop remain on the property, in addition to a front yard with large maples along the curved brick drive, a field, two fenced horse pastures, gardens and an orchard.

A map showing the location of the nominated landmark or the boundaries of the nominated historic district.
In the case of a nominated landmark found to meet the criteria for designation, the report shall include a description of the significant exterior architectural features of the nominated landmark that should be protected.

The Italianate Gaylord two-story brick residence is a gabled ell sitting on a cut limestone, raised foundation. Tall, arched windows are delineated with cut stone sills and corbelled lintels; broad eaves are supported with massive, incised brackets. There are two front entrances; one with double doors. Ornate porches adorn the front and rear facades.

WHEREAS, the Kendall County Board has considered the initial recommendation and report of the Historic Preservation Commission and finds that said petition is in conformance with the provisions and intent of the Kendall County Historic Preservation Ordinance; and

WHEREAS, the owner, Candace Hadley as signed the owner affidavit stated that “We give our full consent to the Kendall County Board to designate said property as a Kendall County Landmark. We further attest that there are no other owners. We will perform no alterations, exterior construction, exterior demolition or interior alteration which may affect the exterior appearance of this property except as shall be approved by a Certificate of appropriateness unless the Kendall County Board shall deny the nomination for Landmark designation;” and

WHEREAS, this landmark shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns of the property owner; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a Kendall County Historic Landmark, placed on the Kendall County Register of Historic Places and afforded the protection of a historic landmark as provided through provisions in the Kendall County Historic Preservation Ordinance.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking...
State of Illinois  
County of Kendall  

IN WITNESS OF, this ordinance has been enacted on April 21, 2015.

Attest:

Debbie Gillette  
Kendall County Clerk

John Shaw  
Kendall County Board Chairman
Request for Proposals

Professional Design and Construction

Administration Services for

Kendall County

Jail & Courthouse Security System Replacement

March 2015
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I. INTRODUCTION and BACKGROUND

Kendall County is issuing this request for proposals (RFP) for professional services for the programming, design, cost estimating, project management/administration and project closeout for a new Jail & Courthouse security and CCTV systems.

A. Facility Objectives
Kendall County’s Jail security system was installed in 1992. The integrated security system consists of a multi-branded component system that is tied together under one touch computer control through PLC’s, relays and Wonder Ware software. The security system has only had one upgrade in 21 years that occurred in 2005.

Kendall County’s Courthouse security system was installed in 1996. The system was upgraded during a courthouse expansion in 2009. Components from the existing system were reused in the older section of the facility and that older system was integrated into the new security system. The integrated security system consists of a multi-branded component system that is tied together under one touch computer control through PLC’s, relays and Wonder Ware software.

The Jail & Courthouse have two uniquely different multi-branded systems. A Video Bond Call (VBC) system was installed between both facilities in 2007. The VBC consists of two Polycom VSX units connected through a central Polycom unit, currently installed in Courtroom #113. The VSX7000e units are located in the Jail Booking “LE” area and in the Jail Library. A third VSX7000e is able to be connected to the system if needed for remote testimony. The units are interconnected through County owned fiber via a dedicated VPN.

The Jail has 203 beds and 138 cameras, 216 proximity HID card readers, 208 intercoms.

The Courthouse has 201 cameras, 53 proximity HID card readers, 90 intercoms.

The project team will include staff from Kendall County Sheriff’s Office (KCSO), Facilities Management (KCFM), and Technology Services Offices (KCTS).

All questions pertaining to this RFP should be directed to Deputy Commander Joseph Gillespie, at (630) 553-7500 x1148 or email at jgillespie@co.kendall.il.us

B. Project Funding
The project funding for this project has not been finalized. For estimating purposes only, a project budget of $3,500,000 is being used.

C. Project Schedule
The County desires to begin programming in June 2015 and have the project completed in January 2017.

II. INSTRUCTIONS

A. Submission of Proposals
Submit ten (10) bound copies of the proposal in a sealed package addressed to:
Kendall County Public Safety Center
Attn: Joseph Gillespie, D.C. Kendall County Sheriff’s Office
1102 Cornell Lane
Yorkville, IL 60560

All documents must be received by August 30, 2015. Documents received after this time will not be accepted.
DEFINITIONS AND TERMINOLOGY

In the event of a conflict between the definitions herein and any found in the Agreement, infra, the former shall govern for the purpose of this section only. All other terms which are not herein defined have their ordinary, dictionary meaning.

**Addendum (Addenda, Plural):** An Addendum is a document issued by Kendall County prior to the opening of the General Bids which clarifies, amends, or modifies the Bidding Documents or the Bid Documents.

**Complete Bid:** A Complete Bid is the sum proposed by a Bidder to perform all of the work identified in Scope of Work—Attachment B, and does not include any Separate Project Bids.

**Bid:** A Bid is a proposal to do the Work for a specified sum and includes accompanying forms which are required to be submitted.

**Bidder:** A Bidder is an entity that submits a Bid.

**Bidding or Bid Documents:** The Bidding or Bid Documents are comprised of, but not limited to, the Notice to Bidders, Instructions to Bidders, Kendall County Master Agreement Contract, Attachment A—Project Types, Attachment B—Task Order, Attachment C—Scope of Work, Attachment D—Places of Service, Attachment E—Fees & Reimbursements, Attachment F—Miscellaneous—All forms (e.g., Bid forms), any wage rates, any supplementary terms and conditions thereto, any drawings, any specifications and all addenda.

**Project:** The Project is the total Construction required by the Bid Documents, including all labor, materials, and equipment, furnished and incorporated into the Project, or to be provided by the Bidder to fulfill the Bidder's obligations as provided for in the work described in the Bidding Documents.
INSTRUCTIONS TO BIDDERS

General Description: Sealed bids are being accepted for Kendall County Public Safety Center and Courthouse Security Systems Replacement. Instructions to Bidders and specifications will be available after June 30, 2015 between 8:00 A.M. C.S.T. and 4:30 P.M. C.S.T. daily until July 15, 2015 at 2:00 P.M. C.S.T. at the Kendall County Public Safety Center Sheriff’s conference room.

Examination: Bidders shall receive a copy of the Notice to Bidders, Instructions to Bidders, Kendall County Master Agreement Contract, Attachment A—Project Types, Attachment B—Task Order, Attachment C—Scope of Work, Attachment D—Places of Service, Attachment E—Fees & Reimbursements, Attachment F—Miscellaneous - All forms (e.g., Bid forms), any wage rates, any supplementary terms and conditions thereto, any drawings, any specifications and all addenda.

Bidders shall examine the Bidding Documents and visit the Project site to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions which can be determined by examining the Bidding Documents and site.

Mandatory Walkthrough
A mandatory walkthrough of both the Public Safety Center and Courthouse is required. The mandatory walkthrough will be conducted on July 6, 2015 at 9:00 a.m. The walkthrough will start at the Public Safety Center located at 1102 Cornell Lane.

Questions and Interpretations: All questions about the meaning or intent of the Bidding Documents shall be submitted in writing to D.C. Joseph Gillespie via email to jgillespie@co.kendall.il.us, fax to (630) 553-4125, or personal delivery no later than five (5) calendar days prior to the date set for the opening of Bids. Any questions received after such time shall be answered at the discretion of the County. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the Agreement portion to the Bidding Documents. Questions will not be responded to by oral clarification.

Only questions answered by an Addendum shall be binding. Oral clarifications or interpretations shall be without legal effect. Addenda shall either be faxed or mailed to all persons having picked up Bidding Documents from the County and shall be posted to the County website. Each Bidder shall be responsible for determining that it has received all Addenda issued. A Bidder’s failure to acknowledge any Addendum shall constitute sufficient cause for rejection of a Bid at the County’s sole discretion.

Failure to request clarification will not waive responsibility of comprehension of the Bid Documents and performance of the work in accordance with the intent of the documents. By submitting a bid proposal, the Bidder signifies that he or she understands, has read and agrees to all terms contained in the Notice to Bidders, Instructions to Bidders, Kendall County Master Agreement Contract, Attachment A—Project Types, Attachment B—Task Order, Attachment C—Scope of Work, Attachment D—Places of Service, Attachment E—Fees & Reimbursements, Attachment F—Miscellaneous - All forms (e.g., Bid forms), any wage rates, any supplementary terms and conditions thereto, any drawings, any specifications and all addenda, for this Request for Proposal.

Submittal: Submit completed bid and other required documents in a sealed envelope clearly marked “Kendall County Public Safety Center Jail & Courthouse Security Systems Replacement” and including the name and address of the bidder. No responsibility shall be attached to the County or the Kendall County Sheriff’s Office for the premature opening of any bid not properly addressed and identified. No bid will be considered unless all stipulations of this document and the Agreement, including the Bid Forms, have been completed.
Completed bids can be forwarded or mailed to Kendall County Public Safety Center, 1102 Cornell Lane, Yorkville, Illinois, 60560. Bids must be received before July 15, 2015 at 2:00 P.M. C.S.T. in order to be considered.

Bids shall be deemed a Firm Offer continuing for one hundred and twenty (120) days after Date and Time set for Opening of Bids and thereafter until withdrawn by written notice received by the County. Bids may not be modified, withdrawn, or cancelled by the Bidder during this time period.

Pre-Qualification: The Bidder shall submit on a separate document, to be included with the bid, three current references, which are similar in size and scope of work to this bid. The references shall include the reference company name, the contact person’s name, the company address, the company telephone number, a narrative of the scope of work, the dates work began and was completed and the completed contract amount. The Bidder shall also submit with the bid a copy of all pertinent licenses, which are required in the performance of this work.

Kendall County also reserves the right to require bidders to provide information necessary to determine the qualification of the Bidder to satisfactorily perform the work, including proof that the Bidder:
- Has adequate equipment to perform the work properly.
- Has a suitable financial status to meet the obligations incidental to the work.
- Have the appropriate technical expertise, licensing, certification, degree, and experience.
- Has satisfactorily performed contracts of similar nature and magnitude.

Bid Opening: Bids shall be stamped with the date and time received. The bids shall be opened on July 24, 2015 at 2:00 P.M. C.S.T. by D.C. Gillespie or designee, At the Public Safety Center, 1002 Cornell Lane, Yorkville, IL 60560 2nd floor conference room. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all Bidding Documents to the Public Safety Center Committee.

Bid Award: It is the intent of Kendall County to award the bid to the lowest responsible Bidder who has met all stipulations of the Bidding Documents, including the Agreement and Addenda, if any. The County reserves the right to award only the Bid items or any combination of Bid plus Separate Project Bid items as determined to be in the best interest of the County. The Contract will be awarded as one complete Project or as four separate Projects as identified in Scope of Work—Attachment B; The County reserves the right to add or subtract work from the contract based on the unit prices submitted in the Bid Form—Attachment D. A Bidder will be considered non-responsive if they do not provide a bid for all items (Complete Bid and Separate Project Bid).

Rejection of Bids: The County and KCSO reserve the right to reject any or all bids; to waive technicalities; and to award a contract which is in the best interests of Kendall County.

The County and KCSO reserve the right to reject the Bid of any Bidder who has not completed a prior Project, whether with the County or elsewhere, because of the fault of the Bidder, its SubArchitect or Design Firms or employees; has been declared in default on a prior contract whether with the County or elsewhere; has failed to complete a prior Project in a timely fashion whether with the County or elsewhere; based on its work record, is not capable of performing the Work whether due to lack of sufficient prior experience, as determined by the County, or for any other reason; has a work record of its SubArchitect or Design Firms demanding direct payment from the owner; has a work record of its SubArchitect or Design Firms, employees or material suppliers complaining to the County or other awarding authority regarding the Bidder’s failure to pay them; or
has a record of its failure to comply with State laws, County ordinances or municipal codes. “Work record” or “record” constitutes a minimum of one event in the work history of the Bidder.

**Disqualification:** Kendall County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

**Execution of Contract:** The accepted Bidder shall assist and cooperate with County in preparing Attachment A—Contract and shall execute and return the Agreement to Kendall County Sheriff’s Office within five (5) days following its presentation. The Agreement shall be executed before the offer expires.

**Bid Forms.** Each Bid shall be submitted on the Bid Form included herein as part of Attachment D. In the case of a conflict between dollar figures and words, written amounts shall control over dollar figures. All blank spaces shall be filled in. Any and all blank spaces shall constitute sufficient cause to reject any bid. The Bid Form shall be completed in ink or by typewriter or computer. Signatures shall be in long hand and the completed form shall be without delineations, alterations or erasures. No bids will be accepted after 2:00 P.M. C.S.T. on July 15, 2015.

**Contents of Proposals:** Proposals shall state a total bid price to perform an evaluation of the systems in both facilities. Design a replacement system. Develop an RFP for replacement of the systems including drawings and specifications. Coordinate bidding and Architect or Design Firm review. Existing conditions, dimensions and elevations that may affect the bid should be noted and accounted for. All aspects of the proposed construction that are required to provide a thoroughly completed Project should be included in the complete Project bid price.

**Requests for Payment:** With requests for payment, the Bidder shall furnish the County with partial and final waivers of lien for all subArchitect or Design Firms or material suppliers involved with the construction of this Project.
Kendall County Master Agreement Contract

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Kendall County»
«111 West Fox Street
Yorkville, IL 60560»
« »
« »

and the Architect or Design Firm:
(Name, legal status, address and other information)

Company Name
12345 Any Street
Any town, IL 60xxxx

for the following Project:
(Name, location and detailed description)

Architect or Design Firm name and project #
«Indefinite Delivery, Indefinite Quantity (I.D.I.Q.) projects as »
«directed by Kendall County. »

The Owner and Architect or Design Firm agree as follows.
ARTICLE 1 ARCHITECT OR DESIGN FIRM'S RESPONSIBILITIES

§ 1.1 The Architect or Design Firm shall provide the following professional services:

(Describe the scope of the Architect or Design Firm's services or identify an exhibit or scope of services document setting forth the Architect or Design Firm's services and incorporated into this document in Section 9.2)

§ 1.1.1 Indefinite Delivery, Indefinite Quantity (IDIQ) Multi-Disciplinary Architect or Design Firm-Engineering services for the County of Kendall, Yorkville, Illinois. Work may involve all aspects for designing building and nonrecurring maintenance projects including the preparation of designs, plans, specifications, cost estimates, and miscellaneous reports. This will include services to furnish reports, planning and programming studies, investigations, site selections, design concepts, tentative design, working drawings and specifications; review of shop drawings, samples, equipment, data, and other related documents. Services may include designing Architect or Design Firmural renovations, additions, new construction and complex engineering systems for commercial buildings. Work shall be accomplished in accordance with current building codes and standards in force at the time the project will be executed. For all projects Architect or Design Firm shall provide three printed copies and an electronic formatted copy of the final drawings and specifications to the Owner.

Pursuant to, and in accordance with, the terms of this Agreement, Owner may, from time to time, initiate a Task Order in accordance with this Agreement, setting forth a detailed description of the Architect or Design Firm’s Services / Project being requested. For any one project, the County will issue a task order as a Notice to Proceed with Professional Architect or Design Firm-Engineering Services in accordance with Article 6.1. See Exhibit “B” for task order sample.

Each Task Order initiated by the County will be deemed a non-binding letter of intent until such time as the same is also executed by Architect or Design Firm. Upon the execution and delivery of a Task Order by both Owner and Architect or Design Firm, the applicable Task Order will be deemed accepted and shall become a binding agreement between the parties hereto, subject to the terms of this agreement, which shall become expressly incorporated by reference.

It is understood and agreed that the entering into of this Agreement does not create any commitment by Owner to issue a Task Order at any time. Except as may be provided in a Task Order, Architect or Design Firm acknowledges and agrees that its engagement under this Agreement is non-exclusive and that Owner may engage any other party or parties to perform services similar to the agreed upon services as detailed herein.

The Architect or Design Firm shall provide prompt written notice to the Owner if the Architect or Design Firm becomes aware of any fault or defect in any Project under this Agreement, including errors, omissions or inconsistencies in the Architect or Design Firm’s Instruments of Service.

§ 1.2 The Architect or Design Firm shall perform its services consistent with the professional skill and care ordinarily provided by Architect or Design Firms practicing in the same or similar locality under the same or similar circumstances. The Architect or Design
Firm shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of each Project.

§ 1.3 The Architect or Design Firm shall identify a representative authorized to act on behalf of the Architect or Design Firm with respect to each Project.

§ 1.4 Except with the Owner’s knowledge and consent, the Architect or Design Firm shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect or Design Firm’s professional judgment with respect to any Project services performed under this Agreement.

§ 1.5 The Architect or Design Firm shall maintain the following insurance for the duration of this Agreement:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

The Architect or Design Firm and Architect or Design Firm’s consultants shall maintain insurance covering claims arising out of the performance of professional services under this Agreement and caused by errors, omissions, or negligent acts for which the Architect or Design Firm is legally liable in an amount not less than $1,000,000. This insurance shall be maintained in force by the Architect or Design Firm for a reasonable period after the date of Substantial Completion of the Work as agreed to by the Owner and Architect or Design Firm. The Architect or Design Firm and Architect or Design Firm’s consultants shall maintain insurance in an amount not less than the minimum limits required by law to protect it from claims under worker’s or workmen’s compensation acts, and insurance in an amount not less than $2,000,000 and on an occurrence basis to protect it from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person, from claims for damages because of injury to or destruction of property including valuable papers and records coverage and including loss of use resulting therefrom, and naming Owner as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers’ compensation in favor of Owner. Architect or Design Firm shall furnish to Owner Certificates of Insurance evidencing the insurance required by Section 1.5, including appropriate evidence that each type of insurance includes appropriate coverage for any particular county facilities project and that the required premiums therefore have been paid. The insurance required hereunder shall contain provisions that at least 30 days prior written notice will be given to the Owner in the event of cancellation, reduction in limits by endorsement, or nonrenewal of such insurance.

ARTICLE 2 OWNER’S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 calendar days after receipt of a written request from the Architect or Design Firm, the Owner shall furnish the requested information as necessary and relevant for the Architect or Design Firm to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project on each task order form. The Owner’s representative(s) will make timely decisions regarding written approval of each design phase within 7 business days after the design professional issues documents for approval in order to avoid unreasonable delay in the orderly and sequential progress of the Architect or Design Firm’s services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect or Design Firm. Upon the Architect or Design Firm’s request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect or Design Firm to furnish them as an Additional Service, when the Architect or Design Firm requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect or Design Firm if the Owner becomes aware of any fault or defect in any Project under this Agreement, including errors, omissions or inconsistencies in the Architect or Design Firm’s Instruments of Service.
ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect or Design Firm and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect or Design Firm intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 Upon full and final payment in regard to any Project under this Agreement, Architect or Design Firm agrees that all Instruments of Service, designs, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the Owner under the terms of this Agreement and the Task Order shall be properly arranged, indexed and delivered to Owner within fourteen (14) days after Owner’s request to Architect or Design Firm, and shall include one (1) electronic copy of all documents in a format to be designated by the Owner. The documents and materials made or maintained under this Agreement and the Contract Documents shall be and will remain the property of the Owner which shall have the right to use the same without restriction or limitation and without compensation to the Architect or Design Firm other than as provided in this Agreement. The Architect or Design Firm and Architect or Design Firm’s consultants, employees and agents waive any copyright or trademark interest in said deliverables. The Architect or Design Firm may, at its sole expense, reproduce and maintain copies of deliverables provided to Owner. The Owner acknowledges that the use of the information that becomes the property of the Owner pursuant to this Paragraph, for purposes other than those contemplated in this Agreement, shall be at the Owner’s sole risk.

§ 3.3 Upon execution of this Agreement, the Architect or Design Firm grants to the Owner an exclusive license to use the Architect or Design Firm’s Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect or Design Firm shall obtain similar exclusive licenses from the Architect or Design Firm’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Architect or Design Firm, Sub-Architect or Design Firms, Sub-sub-Architect or Design Firms, and material or equipment suppliers, as well as the Owner’s consultants and separate Architect or Design Firms, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect or Design Firm rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 are as set forth in Section 6.3 and Section 6.3.1.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect or Design Firm and Architect or Design Firm’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to hold harmless the Architect or Design Firm and its consultants from all costs and expenses, related to claims and causes of action asserted by any third person or entity in the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3 and Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect or Design Firm. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect or Design Firm and the Architect or Design Firm’s consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect or Design Firm shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement by the party providing applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect or Design Firm waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 The Architect or Design Firm and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 5.7.

DISPUTE RESOLUTION

§ 4.2.1 The method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect or Design Firm do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)
ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect or Design Firm in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect or Design Firm’s option, cause for suspension of performance of services under this Agreement. If the Architect or Design Firm elects to suspend services, the Architect or Design Firm shall give fourteen days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect or Design Firm shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect or Design Firm shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect or Design Firm’s services. The Architect or Design Firm’s fees for the remaining services and the time schedules shall be equitably adjusted. However, nothing in this Agreement shall be interpreted to conflict with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.), which shall be controlling should any such conflict exist.

§ 5.2 If the Owner suspends a Project, the Architect or Design Firm shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect or Design Firm shall be compensated for expenses incurred in the interruption and resumption of the Architect or Design Firm’s services. The Architect or Design Firm’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends a Project for more than 90 cumulative days for reasons other than the fault of the Architect or Design Firm, the Architect or Design Firm may terminate this Agreement with respect to such project by giving not less than seven days’ written notice.

§ 5.4 Either party may terminate this Agreement with respect to such project upon not less than fourteen days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement with respect to such project upon not less than fourteen days’ written notice to the Architect or Design Firm for the Owner’s convenience and without cause. In the event of Architect or Design Firm’s insolvency, bankruptcy or receivership, case termination shall be effective immediately upon Owner’s receipt of notice of insolvency, bankruptcy or receivership. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this clause.

§ 5.6 In the event of termination not the fault of the Architect or Design Firm, or without cause, the Architect or Design Firm shall be compensated for services performed prior to termination, together with Reimbursable Expenses.

§ 5.7 The Owner’s rights to use the Architect or Design Firm’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3 and Section 6.3.1.

§ 5.8 In the event Owner 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 Architect or Design Firm. In the event of a default due to non-appropriation of funds, Architect or Design Firm has the right to terminate the Agreement upon providing thirty (30) days written notice to Architect or Design Firm. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this clause.
ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect or Design Firm for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2. (Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

§ 6.1.1 For Basic Services, as described in Article 1, and any other services included in Article 8 as part of Basic Services, Basic Compensation shall be computed in accordance with the graduated fee schedule indicated in “Exhibit A”. To the fullest extent possible, this schedule is proprietary and confidential. However, it is understood by Architect or Design Firm that all contracts entered into by a government body, such as Owner, are open to public review and as such will be on file with the County Clerk’s office and can be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, et seq.).

§ 6.1.2 Where compensation is based on a stipulated sum or percentage of construction cost, progress payments for Basic Services in each phase shall total the following percentages of the total basic compensation payable for each project:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Schematic Design Phase</td>
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<td>Construction Documents Phase</td>
<td>(Final Design)</td>
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<td>Construction Phase</td>
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<tr>
<td>Total Basic Compensation</td>
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</tr>
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</table>

§ 6.1.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 6.1.3.1 Compensation for additional services as identified in Article 8.2 shall only be provided if authorized or confirmed in writing by Owner. Compensation shall be computed hourly in accordance with the fee schedule below:

<table>
<thead>
<tr>
<th>Architect or Design Firm Name &amp; Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
</tr>
<tr>
<td>Project Mechanical Engineer</td>
</tr>
<tr>
<td>Project Electrical Engineer</td>
</tr>
<tr>
<td>Project Structural Engineer</td>
</tr>
<tr>
<td>Project Architect or Design Firm</td>
</tr>
<tr>
<td>Senior Project Coordinator</td>
</tr>
<tr>
<td>Project Coordinator</td>
</tr>
</tbody>
</table>

Hourly rates are updated on an annual basis.

§ 6.1.3.2 For additional services of specialty consultants, including civil, asbestos, acoustic, interior design, security systems, information technology and audio/visual services, a multiple of 1.10 (one point ten) times the amounts billed to the Architect or Design Firm for such services.

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect or Design Firm’s professional services and include expenses incurred by the Architect or Design Firm and the Architect or Design Firm’s consultants directly related to the Project, as follows:

1. Out-of-town travel and subsistence, if authorized in advance by Owner;
2. Fees paid for securing approval of authorities having jurisdiction over the Project;
3. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
4. Renderings, models, mock-ups, professional photography, project websites, and presentation materials requested by the Owner;
5. Architect or Design Firm’s Consultant’s expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance, in excess of that stipulated in Section 1.5;
§ 6.2.2 Reimbursable expenses incurred in connection with our services will be charged on the basis of cost, without additional markup.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT OR DESIGN FIRM'S INSTRUMENTS OF SERVICE

§ 6.3.1 Upon execution of this Agreement, the Architect or Design Firm grants to the Owner a exclusive license to reproduce the Architect or Design Firm's Instruments of Service solely for purposes of constructing, using and maintaining the individual Projects, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Architect or Design Firm shall provide a copy of the drawings and specifications to the Owner in an electronic format. The Architect or Design Firm shall obtain similar exclusive licenses from the Architect or Design Firm's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of a specific Project shall terminate this license in regard to that project. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service. If and upon the date the Architect or Design Firm is adjudged in default of this Agreement, or Owner pays Termination Expenses in accordance with Section 5.6, the foregoing license shall be deemed terminated and replaced by a second, exclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the specific Project.

§ 6.3.2 Except for the licenses granted in Section 3 and 6.3.1, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect or Design Firm. However, the Owner shall be permitted to authorize the Architect or Design Firm, Sub-Architect or Design Firms, Sub-sub-Architect or Design Firms and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.3.1. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect or Design Firm and the Architect or Design Firm's consultants. The Owner is authorized to use the Instruments of Service for future additions or alterations to this Project or for other projects. Any future use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect or Design Firm and the Architect or Design Firm's consultants.

§ 6.4 PAYMENTS TO THE ARCHITECT OR DESIGN FIRM

§ 6.4.1 An initial payment of «zero dollars and zero cents » ($0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect or Design Firm’s invoice.

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

« » «per annum »

§ 6.4.3 The Owner shall not withhold amounts from the Architect or Design Firm's compensation to impose a penalty or liquidated damages on the Architect or Design Firm, or to offset sums requested by or paid to Architect or Design Firms for the cost of changes in the Work unless the Architect or Design Firm agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the State of Illinois.
§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect or Design Firm, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect or Design Firm shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect or Design Firm to execute certificates, the proposed language of such certificates shall be submitted to the Architect or Design Firm for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect or Design Firm to execute consents reasonably required to facilitate assignment to a lender, the Architect or Design Firm shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect or Design Firm for review at least 14 days prior to execution. The Architect or Design Firm shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect or Design Firm.

§ 7.5.1 It is understood and agreed that Architect or Design Firm is an independent Architect or Design Firm and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Architect or Design Firm understands and agrees that Architect or Design Firm is solely responsible for paying all wages, benefits and any other compensation due and owing to Architect or Design Firm’s officers, employees, and agents for the performance of services set forth in the Agreement. Architect or Design Firm further understands and agrees that Architect or Design Firm is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Architect or Design Firm’s officers, employees and/ors agents who perform services as set forth in the Agreement. Architect or Design Firm also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Architect or Design Firm, Architect or Design Firm’s officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Architect or Design Firm, Architect or Design Firm’s officers, employees and agents.

§ 7.6 Unless otherwise required in this Agreement, the Architect or Design Firm shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 Only following obtaining prior written approval in regard to each individual project the Architect or Design Firm shall have the right to include photographic or artistic representations of the design of the Project among the Architect or Design Firm’s promotional and professional materials. The Architect or Design Firm shall be given reasonable access to the completed Project to make such representations, if such written approval has been previously given by Owner. However, the Architect or Design Firm’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect or Design Firm in writing of the specific information considered by the Owner to be confidential or proprietary. Architect or Design Firm understands that such confidential information does include the schematics for secure areas of public buildings, and as such, Architect or Design Firm must receive prior written approval from Owner prior to releasing any project related documents to third parties. The Owner shall provide professional credit for the Architect or Design Firm in the Owner’s promotional materials for the Project.

§ 7.8 If the Architect or Design Firm or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) his employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and Architect or Design Firms whose contracts include similar restrictions on the use of confidential information. Architect or Design Firm understands that any secure areas of a public works building would be considered confidential and as such, Architect or Design Firm must receive prior written approval from Owner prior to releasing any project related documents to third parties.

**ARTICLE 8 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

«§8.1 This contract is in effect for three years from the date of execution. This contract may be renewed as mutually agreed upon in writing by both parties.

§8.2 ADDITIONAL SERVICES
GENERAL
The services described in the Article 8.0 are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 8.3 and 8.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 8.4 are required due to circumstances beyond the Architect or Design Firm’s control, the Architect or Design Firm shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 8.4 are not required, the Owner shall give prompt written notice to the Architect or Design Firm. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect or Design Firm shall have no obligation to provide those services.

§8.3 PROJECT REPRESENTATION BEYOND BASIC SERVICES
§8.3.1 If more extensive representation at the site exceeds one visit per month, per project, for the Construction Phase of the Work, the Architect or Design Firm and/or Architect or Design Firm’s Consultants shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities as required and agreed to by the Owner in advance.

§8.3.2 Project Representatives shall be selected, employed and directed by the Architect or Design Firm and/or Architect or Design Firm’s Consultants, and the Architect or Design Firm shall be compensated therefor as agreed by the Owner and Architect or Design Firm. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B207 current as of the date of this Agreement, unless otherwise agreed.

§8.3.3 Through the presence at the site of such Project Representatives, the Architect or Design Firm shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishings of such project representation shall not modify the rights, responsibilities or obligations of the Architect or Design Firm as described elsewhere in this Agreement.

§8.4 CONTINGENT ADDITIONAL SERVICES
§8.4.1 Making revisions in drawings, specifications or other documents when such revisions are:
   .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner’s program or Project budget;
   .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
   .3 due to changes required as a result of the Owner’s failure to render decisions in a timely manner.

§8.4.2 Providing services required because of significant changes in the Project including, but not limited to size, quality, complexity, the Owner’s schedule, or the method of bidding or negotiating and contracting for construction.

§8.4.3 Preparing Drawings, Specifications or other documentation and supporting data, evaluating Architect or Design Firm’s proposals, and providing other services in connection with Change Orders and Construction Change Directives, unless required because of errors in the Contract Documents attributable to the Architect or Design Firm.

§8.4.4 Providing services in connection with evaluating substitutions proposed by the Architect or Design Firm and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

§8.4.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§8.4.6 Providing services made necessary by the default of the Architect or Design Firm, by major defects or deficiencies in the Work of the Architect or Design Firm, or by failure of performance of either the Owner or the Architect or Design Firm under the Contract for Construction.

§8.4.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect or Design Firm is party thereto.

§8.4.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

§8.5 Consistent with Section 1.2, if as a result of Architect or Design Firm’s negligence, an error in the Construction Documents results in additional construction costs, the Architect or Design Firm shall be responsible for paying those additional construction costs.
§8.6 Consistent with Section 1.2, if a required item or component of the Project is omitted from the Architect or Design Firm’s Construction Documents, the correction of which requires additional field or office work, the Architect or Design Firm and Architect or Design Firm’s employees, consultants and/or agents shall be required to perform such additional work as may be necessary to remedy the same without undue delay and without charge to Owner. The Architect or Design Firm will be responsible for any additional costs related to the rework of previously installed or completed construction to allow for the installation of the omitted component.

§8.7 Architect or Design Firm should obtain Owner’s prior written approval before Architect or Design Firm hires any consultants for use on the Projects under this Agreement. Any consultants hired by Architect or Design Firm to perform work at Kendall County Projects shall be supervised by the Architect or Design Firm and the Architect or Design Firm shall be solely responsible for any and all work performed by said consultants in the same manner and with the same liability as if performed by the Architect or Design Firm.

§8.8 The Architect or Design Firm shall defend, with counsel of Owner’s choosing, indemnify and hold the Owner, Kendall County, and/or the Kendall County Public Building Commission, their respective board members, elected officials, officers, insurers, employees, agents, successors, and assigns (collectively referred to hereinafter as “Releasees”) harmless from and against any and all liability, damages, losses, fines, judgments and costs, including attorneys’ fees and expenses recoverable under applicable law, which Releasees may sustain, incur, or be required to pay arising out of Architect or Design Firm’s and/or Architect or Design Firm’s consultants, employees and/or agents performance or failure to adequately perform its obligations pursuant to this Agreement, Task Orders and the Contract Documents.

§8.9 For public security purposes, Architect or Design Firm agrees that no one shall be assigned to perform work on a Kendall County Project on behalf of Architect or Design Firm, Architect or Design Firm’s consultants, Architect or Design Firms, subArchitect or Design Firms and their respective officers, employees, agents and assigns unless Architect or Design Firm has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual’s criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Architect or Design Firm agrees that the individual shall not be assigned to perform work on or at the Project absent prior written consent from Owner. Owner, at any time and in Owner’s sole discretion, may require Architect or Design Firm and/or Architect or Design Firm’s Consultants to remove any individual from performing any further work under this Agreement. Should Owner have a complaint regarding the performance of the services or the behavior of any individual performing services under this Agreement, or should Owner request a change in the manner in which services are being performed pursuant to this Agreement, Owner shall transmit the same to the Architect or Design Firm’s on-site foreman and/or to any other member of Architect or Design Firm’s management, who shall take immediate action and shall resolve the problem to Owner’s satisfaction. Architect or Design Firm’s failure to take immediate action and/or to resolve the problem to Owner’s satisfaction may result in a material breach of the Agreement.

§8.10 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If an adjudicator of competent jurisdiction finds that any provision(s) of the Agreement is invalid or unenforceable, but that by limiting such provision(s) it becomes valid and enforceable, then such provision(s) shall be deemed to be written, construed and enforced as so limited.

§8.11 Upon completion of the project and as a condition prior to payment in full, Architect or Design Firm shall tender to Kendall County a final waiver of lien for all consultants, Architect or Design Firms, subArchitect or Design Firms, sub-subArchitect or Design Firms, and suppliers.

§8.12 This Agreement calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires Architect or Design Firms and subArchitect or Design Firms to pay laborers, mechanics and employees performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at http://www.state.il.us/agency/idol/rates/rates.html. All Architect or Design Firms and subArchitect or Design Firms rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

§8.13 Architect or Design Firm, its officers, employees, agents, consultants, Architect or Design Firms, and subArchitect or Design Firms 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.

[15]
§ 8.14 If at the time the Agreement for this Project is executed, or 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 Act"), the Architect or Design Firm and Architect or Design Firm's consultants agree to employ Illinois laborers on this Project in accordance with the Act. Architect or Design Firm understands that the Act defines (a) "period of excessive unemployment" as "an 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. Architect or Design Firm understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

§ 8.15 Architect or Design Firm and Architect or Design Firm's consultants, employees, Architect or Design Firms, subArchitect or Design Firms, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

§ 8.16 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.

§ 8.17 The parties agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect or Design Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect or Design Firm.

§ 9.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect or Design Firm

.2 Other documents:
(List other documents, including the Architect or Design Firm's scope of services document, hereby incorporated into the Agreement.)

"Compensation Schedules - "Exhibit B"
Task Order Form - "Exhibit C"

This Agreement entered into as of the day and year first written above.

OWNER – Kendall County

(Signature)

John Shaw, Kendall County Board Chairman
(Printed name and title)

ARCHITECT OR DESIGN FIRM

(Signature)

«»»
(Printed name and title)

OWNER – Kendall County Public Building Commission

(Signature)

Jeff Wehrli, Kendall County Public Building Commission Chairman
(Printed name and title)
## Attachment ‘A’

### PROJECT TYPES

#### REMODELING CLASSIFICATION

<table>
<thead>
<tr>
<th>GROUP 1</th>
<th>GROUP II</th>
<th>GROUP III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Historic Restoration</td>
<td>Building Mechanical / Electrical Systems</td>
<td>Windows and Doors</td>
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<td>Sewage Treatment Facilities</td>
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<td>Emergency Generator/UPS Systems</td>
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#### REMODELING CLASSIFICATION

### BASE FEE COMPENSATION SCHEDULE

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<tr>
<th>Surveys and Reports, Scope Development, Grant Applications</th>
<th>Based on hourly rate</th>
<th>Based on hourly rate</th>
<th>Based on hourly rate</th>
</tr>
</thead>
</table>

[18]
## PROJECT TYPES

### NEW CONSTRUCTION CLASSIFICATION

<table>
<thead>
<tr>
<th>GROUP I</th>
<th>GROUP II</th>
<th>GROUP III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auditorium / Performance</td>
<td>Computer Room / Labs</td>
<td>Cold Storage Facilities</td>
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<td>Clean Rooms</td>
<td>Courthouses</td>
<td>Parking Structures</td>
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<tr>
<td>Communications Building</td>
<td>Dietary Facilities/Kitchens/Cafeterias</td>
<td>Service Garages</td>
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<tr>
<td>Complex Engineering Projects</td>
<td>Firing Ranges</td>
<td>Minimum Security Correctional Facilities</td>
</tr>
<tr>
<td>Extended Care Facilities</td>
<td>High Voltage Electrical Service/Distribution</td>
<td>Shop &amp; Maintenance Buildings</td>
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<td>Heating/Cooling Plants</td>
<td>Laundry Facilities</td>
<td>Warehouses</td>
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<tr>
<td>Laboratories (Production &amp; Research)</td>
<td>Medical Office Facilities &amp; Clinics</td>
<td>Pre-Engineered Structures</td>
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<td>Medium Security Correctional Facilities</td>
<td>Site work:</td>
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<td>Office Buildings</td>
<td>Water/Sewers</td>
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<td></td>
<td>Water Treatment Facilities</td>
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<td>Water Control Structures</td>
<td>Fences</td>
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<td>Water Towers</td>
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<td></td>
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## NEW CONSTRUCTION CLASSIFICATION

### BASE FEE COMPENSATION SCHEDULE

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<th>GROUP 3N</th>
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</tbody>
</table>

- Surveys and Reports, Scope Development, Grant Applications Based on hourly rate
- Based on hourly rate
- Based on hourly rate

[19]
Attachment ‘B’

Task Order

Task Order Number ______ for Professional Services

Owner:

County of Kendall

111 Fox Street

Yorkville, Illinois 60560

Task Order Date:


Master Agreement Date:


Master Agreement Reference:

Kendall County Master Agreement Contract

Design Professional:

Architect or Design Firm Name

Architect or Design Firm Address

Architect or Design Firm Town, State & Zip

Project Description:

(Insert project size, project type, new construction or renovation, etc.)

Contract Category (Exhibit ‘A’ of Contract Agreement)

Preliminary Project Schedule:

Professional design services will be completed within _____ days from the date of this task order.

<table>
<thead>
<tr>
<th></th>
<th>N – New Const.</th>
<th>R – Renovation</th>
<th>Group</th>
<th>Classification</th>
</tr>
</thead>
</table>

[20]
Owner’s Representative(s):

Owner has designated the following representatives for this project:

__________________________

__________________________

__________________________

Owner’s Preliminary Construction Budget:

Fee Percentage or Hourly; From Exhibit ‘A’

__________________________

Fee: (Construction Budget x Fee Percentage or Hourly)

__________________________
Notification:

The County of Kendall, Illinois has issued a task order for professional Architect or Design Firmural and engineering services for the project as described above in accordance with our Master Professional Services Agreement dated: ____________________________.

You are hereby directed to proceed with the above project and complete the work within the indicated project duration noted above.

Owner Signature: ________________________________________________

Title: ____________________________ Date: ____________________________

Architect or Design Firm Name Acceptance: ____________________________

Title: ____________________________ Date: ____________________________
SCOPE OF WORK

The Vendor shall furnish all labor, materials, equipment, and services to fulfill the scope of work as outlined.

The Vendor’s owner(s) is to be on-site to supervise or provide a competent foreman on-site to supervise all of the work involved in the Agreement and directly communicate with Kendall County. Vendor shall provide Kendall County with the name and contact information for the person(s) designated by Vendor to be on-site supervising all work performed by Vendor’s officers, employees and/or agents pursuant to this Agreement.

Scope Of Work

PROGRAMMING, DESIGN, COST ESTIMATING, PROJECT MANAGEMENT/ADMINISTRATION AND PROJECT CLOSEOUT SERVICES FOR THE KENDALL COUNTY JAIL & COURTHOUSE SECURITY SYSTEM

General

The successful bidder shall deliver schematic design narrative supported by illustrative drawing showing system architectures. A schematic design budget shall be provided to include the following scope of work. Complete final design with PE signature will be required.

- The existing personal computer control stations will be removed and replaced with new personal computer control stations as described herein.
- The existing Intercom head end will be replaced.
- Existing CCTV head end will be removed and replaced with an IP video system.
- Existing field devices such as intercoms, cameras, card readers and duress devices will be replaced.
- Existing wiring to be replaced entirely for all systems with the exception of the electro/mechanical locks.
- All existing utility control of elevators, lights, power receptacles and inmate phones will be maintained.

Courthouse

A. Locking Control System

Replace this system with the current day state-of-the-art locking control, PLC system, computer control stations, software and all system relays and components.

Locking Control System:

This cost would include the following:

a. Two computer control stations (CCS) used for local controls.
b. Programmable Logic Controller (PLC) System.
c. Lock relays, power supplies, terminals and fuses.
d. Uninterruptible Power Source (UPS).
e. Existing equipment racks to remain and be re-used unless found to be unusable.
f. Fiber optic communication network provided between all PLC locations.
g. Existing millwork to remain at all locations.
h. Existing door locks, door monitors and duress switches to remain.
i. Existing device wiring will remain unless found to be unusable.
j. Provide new software and programming for the systems.
k. Provide an Event Recording Station as a part of the system. This unit will also provide the operator with the "take over" capabilities of the Public Safety Centers Locking Controls in the event of an emergency.
B. Security Hardware
Owner plans to continue to maintain the existing hardware per the manufacturers product specific recommendations. Therefore there is no cost for this component included in this summary.

C. CCTV/Video Surveillance System
Replace the existing analog video system, system software, analog video switching and encoding units, analog cameras, viewing stations and digital video recording units (DVR).

IP Video Surveillance System:
This cost would include the following:


b. VMS servers.

c. Network Video System Recorders (NVR) with storage space for 90 days.

d. Virtual Matrix Display Controller and software.

e. 192 (approximate) new fixed IP video cameras.

f. New CAT 6 cable to all interior video cameras, remote viewing stations and video display monitors.

g. Three desk mounted LCD IP Video Spot Monitors (20”). Existing will be reused if possible.

h. Four wall mounted LCD IP Video Monitors (42”). Existing will be reused as possible.

i. Six NVR Client Video viewing stations (with 32” monitor) remotely located within the Courthouse.

j. Network Video POE Switches, patch panels, and Cat 6 connectivity.

k. Associated camera and video system licenses.

l. Fiber optic communication network between all Video system component locations.

m. System connectivity and programming for interfacing with the Locking Controls.

n. Uninterruptible Power Source (UPS).

D. Card Access System
Replace the card access control system device and network cabling in its entirety. In addition the card access control system enrollment station, system software, and network controllers be replaced as well.

Card Access System:
This cost would include the following:

a. One Card Access Control System enrollment station and associated system software.

b. Door and reader controllers will remain unless found to be unusable.

c. Access system network controllers, PLC interfacing components, power supplies and associated network cabling.

d. Existing card readers, request to exit buttons, and keypads to remain.

e. Replace all network and field device wiring with new.

f. Uninterruptible Power Source (UPS).

g. System connectivity, I/O modules and programming for interfacing with the Locking Controls PLC.

E. Intercom and Paging System
Replace the intercom and paging system headend, amplifiers, station cards, relays and system power supplies.

Intercom and Paging System:
This cost would include the following:

a. Intercom system amplifiers.

b. Intercom system station relay boards.

c. Desk intercom speaker and microphones at control room.

d. Existing equipment racks will be reused unless found to be unusable.

e. Existing intercom wall mounted stations and paging speakers to remain.

f. Existing station cabling to remain and reuse.
g. Uninterruptible Power Source (UPS).

h. Fiber optic network for all system communications.

i. System connectivity and programming for interfacing with the Locking Controls.

j. Relays, power supplies, terminals and fuses.

k. System connectivity, I/O modules and programming for interfacing with the Locking Controls PLC.

F. Video Arraignment System
   Replace the video arraignment system headend components and system network cabling at a minimum.

Video Arraignment System:

Miscellaneous Upgrades and Recommendations
a. Provide fiber optic cable between the Courthouse and the Public Safety Center. The fiber will provide the necessary communications required for a backup computer control station to be used in emergency situations.

b. Replace the exterior pole mounted camera fiber optic cable with fiber optic cable that is rated for exterior use. Approximately 20 locations

Public Safety Center

Locking Control System
   Replace the locking control, PLC system, computer control stations, software and all system relays and components.

Locking Control System:
   This cost would include the following:
   a. Two computer control stations (CCS) at Central Control.
   b. One Computer Control station at each of the two housing unit control rooms.
   c. Programmable Logic Controller (PLC) System.
   d. Connect to existing Uninterruptible Power Source (UPS).
   e. Existing equipment racks to remain unless found to be unusable.
   f. Fiber optic communication network between all PLC locations.
   g. Millwork to remain at all locations.
   h. Existing door locks, door monitors and duress switches to remain.
   i. Existing device wiring will remain unless found to be unusable.
   h. Programming for CCS and PLC systems.
   i. One system Event Recording Station. This unit will also provide the operator with the "take over" capabilities of the Courthouse Locking Controls in the event of an emergency.

J. Security Hardware
Owner plans to continue to maintain the existing hardware per the manufacturers product specific recommendations. Therefore there is no cost for this component included in this summary.

J. CCTV/Video Surveillance System
   Replace the existing Video system, system software, analog video switching and encoding units, analog cameras, viewing stations and digital video recording units (DVR).

IP Video Surveillance System:
   This cost would include the following:
   b. VMS servers.
   c. Network Video System Recorders (NVR) with storage space for 90 days.
   d. Virtual Matrix Display Controller and software.
   e. 126 (approximate) new fixed IP video cameras.
   f. New CAT 6 cable to all interior video cameras, remote viewing stations and video
g. Three desk mounted LCD IP Video Spot Monitors (20”). Existing will be reused as possible.

h. Four wall mounted LCD IP Video Monitors (42”). Existing will be reused as possible.
i. Six NVR Client Video viewing stations (with 32” monitor) remotely located within the Public Safety Center.
j. Network Video POE Switches, patch panels, and Cat 6 connectivity.
k. Associated camera and video system licenses.
l. Fiber optic communication network between all Video system component locations.
m. System connectivity and programming for interfacing with the Locking Controls.
n. Connect to existing Uninterruptible Power Source (UPS).

Card Access System
Replace the card access system in its entirety to include all device, network and system cabling.

Card Access System
This cost would include the following:
a. One Card Access System enrollment station and associated system software.
b. Door and reader controllers.
c. Access system network controllers, PLC interfacing components, power supplies and associated network cabling.
d. Existing wall mounted card readers, request to exit buttons, and keypads to remain unless found to be unusable.
e. Replace all network and field device wiring with new.
f. Connect to existing Uninterruptible Power Source (UPS).
g. System connectivity, I/O modules and programming for interfacing with the Locking Controls PLC.
h. Fiber optic communication network between all card access system component locations.

L. Intercom and Paging System
Replace the intercom and paging system headend, amplifiers, station cards, relays and system power supplies.

Intercom and Paging System:
This cost would include the following:
a. Intercom system amplifiers.
b. Intercom system station relay boards.
c. Desk intercom speaker and microphones at control rooms.
d. Existing equipment racks will be reused unless found to be unusable.
e. Existing intercom wall mounted stations and paging speakers to remain.
f. Existing station cabling to remain and reuse.
g. Connect to existing Uninterruptible Power Source (UPS).
h. Fiber optic network for all system communications.
i. System connectivity and programming for interfacing with the Locking Controls.
j. System connectivity, I/O modules and programming for interfacing with the Locking Controls PLC.

M. Video Arraignment System
Replace the video arraignment system headend components and system network cabling at a minimum.

Video Arraignment System

N. Miscellaneous Upgrades
Provide watch tour system devices in housing unit dayroom locations. Approximately 28 locations (includes PLC I/O modules, conduit and wire).

Approximate Number of Personal Computer Control Stations:
- Master Control - (2) PSC
- Master Control - (2) CH
- Pod Control - (4) PSC

Detention Controls Infrastructure:
- Upgrade existing network to Gigabit (1000Base-T).

Electrical Power Distribution and Lighting:
- Review existing control room lighting and verify luminance vs. IES standards and controllability of lighting and new Energy Code requirements.
- Verify suitability of maintaining existing lighting control system and interfaces with Security Management System.
- Review heat loads (heat gain) and system outputs vs. system capacities and ability to cool control and equipment rooms.
- Maintain strict specifications for all cabling to be installed in metal conduit suited for all environments. Provide system design to adhere to Code compliant exceptions that allow certain combinations of voltages together. Base all insulation class on environment and/or Kendall County standards, whichever is more stringent.

PERSONAL ALARM/DURESS SYSTEM:
- Provide control and annunciation of all duress receivers and duress pushbuttons currently controlled by the existing Security system.

UTILITY CONTROL:
- Replace existing utility control panels.
- Provide control & annunciation of lights, power receptacles, and inmate phones currently controlled by the existing Security system.

ELEVATOR CONTROL:
- Evaluate and recommend retaining or replacing existing elevator interface panels.
- Provide control & annunciation of elevators currently controlled by the existing Security system.

MISCELLANEOUS SYSTEMS:
- Provide control & annunciation of vehicle loop detectors currently controlled by the existing Security.
- Replace control & annunciation of motion detectors controlled by the existing Security system.

RADIO ANTENNA SYSTEM:
- Add a new loop to the two way radio amplification system in the South Pod area.

INTRANET LAW LIBRARY SYSTEM:
- Network the existing independent Pod cabinets together.
- Allow updates to be done to all Pod cabinets from a central location.
Design Development Project Specification and Drawings:
• Complete 100% of phase.

Construction Documentation:
• Complete 100% of phase.

Construction Administration/Project Management:
• Provide all project management functions including establishing schedules, arranging project team meetings, agendas, and minutes.
• Review and provide feedback on all RFI's, approve change orders and pay applications.

Project Close Out:
• Perform functional testing of system with manufacturer to ensure security and CCTV systems are working properly.

Training:
• Coordinate training for County staff on new CCTV and Security systems. Must be electronically recorded via video recorder or other agreed upon method that is approved by the owner.

Product Data Sheets
Product data sheets must be included with all bids.

Materials
Complete listing of all materials must be included with all bids.

SubArchitect or Design Firms
A complete listing of all subArchitect or Design Firms must be included with all bids. The listing must include the Architect or Design Firms name, operating location, list of work to be completed and their ability to meet Kendall County insurance requirements.

WORKING HOURS
Normal working hours are Monday – Friday 7:30a.m. – 4:00p.m.

Note: This is a 24/7/365 and other hours can be arranged as needed.

System Design
The owner expects the current security systems to remain functional during the implementation and installation of the new security systems.

Architect or Design Firm is expected to provide a plan to show how the new security systems will be integrated into the existing security electronic systems rooms while maintaining current ability to operate existing systems.

The new security system needs to be scalable and capable of interfacing with desired future expansion of both facilities.

All new security systems and connection points must have:
  1) The ability to connect at least 10% additional future integrated components without needing to add components to the new security systems.
  2) The systems and components must be composed of pieces and parts that are non-proprietary and readily available.
Attachment ‘D’

PLACES OF SERVICE

Services performed under this agreement shall be at the following locations:
Kendall County Public Safety Center
1102 Cornell Lane, Yorkville, IL 60560

Kendall County Courthouse
807 W. John St.
Yorkville, IL 60560
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Vendor shall submit an original invoice to Kendall County upon completion of all work to be performed pursuant to the Agreement. Kendall County shall submit payment to Vendor in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). Each location shall be individually listed on the invoice with a sub-total for each location. See attached example.
Attachment ‘F’

Miscellaneous

A. Examination of Proposal Documents
By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the project’s objectives.

B. Addenda/Clarifications
Any changes to this RFP will be made by written addendum. No verbal modification will be binding.

C. Pre-Contractual Expenses
Pre-contractual expenses are defined as expenses incurred by the Proposer in: 1) preparing its proposal in response to this RFP; 2) submitting that proposal to Kendall County; 3) negotiating with Kendall County any matter related to this proposal; or 4) any other expenses incurred by the Proposer prior to the date of execution of the Proposed Agreement.
Kendall County shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposers in the preparation of their proposals. Proposers shall not include any such expenses as part of their proposals.

D. Exceptions and Deviations
Any exceptions to the requirements in this RFP, including the language in the contractual terms and conditions in Section V, must be included in the proposal submitted by the Proposer. Segregate such exceptions as a separate element of the proposal under the heading "Exceptions and Deviations."

E. Kendall County’s Rights
Kendall County may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by Proposer, and require additional evidence of qualifications to perform the work described in this RFP. Kendall County reserves the right to:
1. Reject any or all proposals if such action is in the public interest.
2. Cancel the entire Request for Proposals.
3. Issue a subsequent Request for Proposals.
4. Remedy technical errors in the Request for Proposals process.
5. Appoint evaluation committees to review proposals.
6. Negotiate with any, all, or none of the RFP respondents.
7. Reject and replace one or more subArchitect or Design Firms.
This RFP does not commit Kendall County to enter into a contract, nor does it obligate Kendall County to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

III. PROPOSAL CONTENTS

Proposals shall be prepared two-sided on 8-1/2" x 11" paper. Use of 11" x 17" fold-out sheets for large tables, charts or diagrams is permissible but should be limited. Index the proposal and sequentially number all pages throughout or by section.

The proposal must include, at a minimum, the following sections:

1. Transmittal Letter

Submitted on the firm’s official business letterhead. The letter to transmit the proposal and must identify all materials and enclosures being forwarded collectively as a response to this RFP.

Include the contact information and identify who specifically will be the contact for questions regarding the proposal.

2. Firm Introduction

Provide a brief company history and organizational structure of the firm.

An outline of the firm’s previous and current projects demonstrating qualifications to provide the scope of services requested by the RFP.

Provide at least two references from each project used to demonstrate qualifications.

3. Team Introduction

An outline of the firm team personnel assigned to this project. Include staff resumes and current project assignments.

4. Work Plan and Organizational Chart

A detailed work plan that will identify the major tasks in each category in Attachment A – Scope of Services. Include the personnel classification performing the work, the number of hours anticipated for each category, and the total number of hours.

Include a Project organizational chart and general descriptions on firm approach to each category.
5. Schedule

Submit a project schedule showing key milestone dates as reflected in the work plan. For this proposal assume work can begin on January 4, 2016.

IV. RFP SCHEDULE

Kendall County will maintain this schedule for architectural selection:

Issue Request for Proposals: June 30, 2015

Proposals Due: August 30, 2015

Interviews with Project Team Week of December 16, 2015

Selection December 23, 2015

It is expected that no more than 2 firms will be requested to interview with the Project Team.

Additional details, scheduling, and interview questions will be provided to the firms to be interviewed.

V. SELECTION

Kendall County representatives will evaluate all proposals received by the deadline. A 100-point scale will be used to create the final evaluation recommendation (85 points for qualifications and 15 points for fee proposal)

The factors and weighting on which proposals will be judged are:

1. Firm Qualifications (15 points)
   • Similar projects and scopes completed
   • Current projects being managed
   • Ability to complete project in a timely manner

2. Qualifications of Personnel Assigned to the Project (30 points)
   • Experience with similar projects
   • Strength of organizational chart

3. Approach and Methodology (30 points)
   • Project team management
   • Programming and Cost estimating
   • Project communications

4. Demonstration of Project Understanding (10 points)
   • Completeness and clarity of the proposal
   • Understanding the project objective and work tasks
Proposed level of detail, documentation, and back-up material

The sub-total for qualifications is 85 points.

After the evaluation team discusses and ranks the firms the Fee Proposals will be opened and discussed. The lowest responsible cost proposal will be given the full 15 points. Points will be assigned to the other top 4 firms on a pro-rated basis.

No more than 2 firms from this process will be requested to interview with the Project Team. The interview panel will determine the final ranking of the firms.

Kendall County will award the contract to the firm that provides the County the "Best Value" for the work.

VI. CONTRACT TERMS AND CONDITIONS

A professional services agreement will be prepared by Kendall County upon selection of a firm. The professional services agreement will be the product of negotiations between the firm and the County.

Appropriate language will be added to document the specific nature and scope of services, costs, responsibilities, and liabilities of each party. Additional areas of concern may be incorporated, subject to mutual agreement between parties. General conditions set forth in this section will be incorporated into the professional services agreement. These provisions are considered minimum requirements and may be increased or expanded if it is agreed to be in both parties' interests.

A. Standards

The Consultant shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted.

Failure to meet the requirements of the above may be cause for cancellation of the contract effective the date of receipt of the Notice of Cancellation.
HIGHWAY COMMITTEE MINUTES

DATE: April 14, 2015
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Jeff Wehrli, Judy Gilmour, Scott Gryder, and Matt Prochaska
STAFF PRESENT: Fran Klaas, Andy Myers, John Burscheid & Ginger Gates
ALSO PRESENT: Angela Zubko

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

Motion Prochaska; second Gilmour to approve the agenda as presented. Motion approved unanimously.

Motion Prochaska; second Gilmour to approve the Highway Committee Minutes from the March 10, 2015 meeting. Motion carried unanimously.

Motion Wehrli; second Prochaska to recommend approval of the access variance for Speedway, LLC on the north side of Galena Road east of Illinois Route 47. Motion carried unanimously.

Bid results from Friday’s bid opening for County and Township road projects were presented to the Committee. Motion Koukol; second Wehrli to recommend approval of all low bidders for the projects. Gryder asked for information regarding the Millington Road Bridge project. The County Engineer indicated that the existing paint was in very bad condition. The proposed work includes sandblasting and repainting all the structural steel at a cost of $460,000. Gilmour asked about the discrepancy between the Engineer’s Estimates and the actual low bids. Klaas discussed how the County received really low bids for asphalt work this year. Additionally, IDOT does not like to have bids come in over the estimate; so estimates are generally on the high side. Motion approved unanimously in a roll-call vote.

Bids to sell used County trucks were presented to the Committee. Winning bidders included Tim Karales for the 2002 Chevy ½-ton pickup at $4,080; Coffman Truck Sales for the 2005 GMC ¾-ton diesel pickup at $10,000; and Coffman Truck Sales for the 2006 GMC ¾-ton diesel pickup at $12,000. Motion Gilmour; second Prochaska to recommend approval of the bids to the County Board. Motion approved unanimously.

The County Engineer requested that his department be allowed to obtain a credit card to facilitate the purchase of equipment parts, which sometimes can only be obtained using a credit card. Chairman Koukol and committee members recommended against getting a credit card.

Klaas announced that County road postings were lifted on today’s date.

Gryder asked about the status of bulk rock salt bidding for next year. Klaas informed the Committee that Highway Department had put in requisition with CMS for next year. Won’t find out what the bids are until August or September of 2015.
Gilmour asked for update on the underground storage tanks. Klaas informed the Committee that the IPEA required the County to install one more monitoring well in the direction of the private water well owned by FS. That well was tested last week. All indications are that we are very close to wrapping up the final report for the underground storage tank removal.

Motion Gilmour; second Gryder to forward Highway Department bills for the month of April in the amount of $368,853.06 to Finance Committee for approval. Motion carried unanimously.

Meeting adjourned at 4:31 P.M.

Respectfully submitted,

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

ACTION ITEMS

1. Ordinance granting variance to Speedway, LLC for full access to north side of Galena Road east of Illinois Route 47.

2. Resolution approving low bidders for the following County & Township Projects

   a. Section 14-00128-00-PA; Painting the Millington Road Bridge. Eagle Painting & Maintenance at $460,000.00 (Co. Bridge Fund)

   b. Section 15-00000-00-GM; Resurfacing Fox River Drive and Ben Street. D Construction, Inc. at $232,915.20 (Motor Fuel Tax)

   c. Section 15-00000-01-GM; Resurfacing Ridge Road. D Construction, Inc. at $884,226.83 (Transportation Sales Tax)

   d. Section 15-00130-00-RS; Resurfacing Newark Road. D Construction, Inc. at $1,617,360.40 (Motor Fuel Tax)

   e. Section 15-01000-00-GM; Big Grove Road District – Bit. Surf. Treatment. Steffens 3-D Construction at $45,388.00 (Township MFT)

   f. Section 15-01000-00-GM; Big Grove Road District – CA-6 Aggregate. Central Limestone & LaFarge Aggregate at $22,000.00 (Twp. MFT)

   g. Section 15-02000-00-GM; Bristol Road District – HMA Resurfacing. Builders Paving, LLC at $291,991.00 (Township MFT)

   h. Section 15-03000-00-GM; Fox Road District – Bit. Surf. Treatment. Steffens 3-D Construction at $89,964.60 (Township MFT)

   i. Section 15-03000-01-GM; Fox Road District - HMA Resurfacing. D Construction, Inc. at $13,503.26 (Township MFT)
j. Section 15-04000-00-GM; Kendall Road District – HMA Resurfacing. D Construction, Inc. at $76,256.50 (Township MFT)

k. Section 15-05000-00-GM; Lisbon Road District – Bit. Surf. Treatment. Steffens 3-D Construction at $40,059.60 (Township MFT)

l. Section 15-06000-00-GM; Little Rock Road District – HMA Resurfacing. D Construction, Inc. at $82,880.95 (Township MFT)

m. Section 15-07000-00-GM; Na-Au-Say Road District – Bit. Surf. Treatment. Steffens 3-D Construction at $69,750.00 (Township MFT)

n. Section 15-08000-00-GM; Oswego Road District – HMA Resurfacing. D Construction, Inc. at $164,629.00 (Township MFT)

o. Section 15-09000-00-GM; Seward Road District – Bit Surf. Treatment. Steffens 3-D Construction at $172,815.72

3. Approve the following high bidders who are purchasing used County Trucks

   a. 2002 Chevy ½ ton pickup to Tim Karales for $4,080

   b. 2005 GMC Crew Cab pickup to Coffman Truck Sales for $10,000

   c. 2006 GMC Crew Cab pickup to Coffman Truck Sales for $12,000
KENDALL COUNTY
Ordinance No. ______

An Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance

WHEREAS, the County of Kendall, Illinois (hereinafter referred to as "County") is a duly organized unit of local government existing within the State of Illinois; and

WHEREAS, access to Kendall County Highways has been regulated by the Kendall County Board through the Kendall County Highway Access Regulation Ordinance (hereinafter referred to as the "Ordinance"), as amended from time to time and originally adopted by the Kendall County Board on May 18, 1999; and

WHEREAS, Galena Road (County Highway 9) has been classified as an Access 2 Highway in said Ordinance, requiring a spacing for private full-accesses of not less than one thousand three hundred twenty (1320) feet; and

WHEREAS, Speedway LLC has petitioned Kendall County for the installation of a private full-access on the north side of Galena Road approximately seven hundred (700) feet east of Illinois Route 47 as depicted on the attached Location Map (Exhibit 1); and

WHEREAS, pursuant to Section 2.9.3 of the Ordinance, a concurring vote of the majority of the Kendall County Board is required to grant such a variance; and

WHEREAS, pursuant to Section 2.9.1 of the Ordinance, the Kendall County Board has determined that the granting of the requested variance will be in harmony with the purpose and intent of the subject Ordinance and is being sought only after every other feasible option for meeting access standards was explored; and

WHEREAS, Pursuant to Section 2.9.2 of the Ordinance, Speedway, LLC has demonstrated that unique or special conditions exist which make strict application of the standard provisions impractical; and

WHEREAS, the Kendall County Board has determined that not granting the variance would deny all reasonable access, endanger public health, welfare or safety, or cause an exceptional and undue hardship on Speedway, LLC; and

WHEREAS, in consideration of the convenience provided to the traveling public by the proposed Speedway LLC development, as well as economic and employment opportunities provided by same; and considering the relatively small impact the proposed access will have on Galena Road thru-traffic.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF KENDALL, STATE OF ILLINOIS, AS FOLLOWS:

Section 1 – Recitals

A. The foregoing recitals shall hereby be incorporated into and made a part of this Ordinance as though fully set forth in this Section 1.
Section 2 - Approval and Grant of Variance.

A. That a variance to the Kendall County Highway Access Regulation Ordinance is hereby authorized for Speedway LLC, for the installation of a single, full-access driveway on the north side of Galena Road approximately seven hundred (700) feet east of Illinois Route 47. Said access shall conform in all ways to the construction requirements of the Kendall County Highway Department (hereinafter referred to as the "Department"), and shall be constructed at no cost to the County or the Department.

B. That said full-access shall include an eastbound bypass lane to be constructed on the south side of Galena Road in general conformance to Exhibit 2 provided herein; and that plans, specifications and estimates for said bypass lane shall be reviewed and approved by the Kendall County Highway Department prior to construction. Said bypass lane, including all associated work within the Kendall County Right-of-Way shall be constructed by the petitioner, Speedway LLC, at no cost to the County.

C. That the petitioner, Speedway LLC, as well as any and all subcontractors performing work within the Kendall County Right-of-Way, shall defend with counsel of the County's own choosing, indemnify and hold harmless the Kendall County Highway Department, County of Kendall, its past present and future board members, elected officials, insurers, employees and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, expenses and costs relating thereto including but not limited to attorney's fees and other legal expenses which the Kendall County Highway Department, County of Kendall, its board members, elected officials, insurers, employees and/or agents may sustain, incur or be required to pay arising in any manner out of the construction work to be performed in relation to this variance and/or in regard to the County's granting of this variance. This indemnification language is to be included in any and all contracts with those contractors and subcontractors performing the aforementioned work/construction on behalf of petitioner Speedway LLC.

D. That the petitioner, Speedway LLC, as well as any and all contractors and subcontractors performing work within the Kendall County Right-of-Way, shall provide for Kendall County as an additional insured on their insurance policies covering such construction and said Right-of-Way.

E. That said access shall serve Speedway LLC and shall be constructed for no other purpose.

F. Any exceptions, violations or noncompliance with the requirements contained herein, on behalf of the petitioner, will result in the immediate forfeiture of the variance.

Section 3 - Publication and Effective Date.

A. This Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law. Within thirty (30) calendar days after approval of this Ordinance, the County Board shall file this Ordinance and the attached Exhibits with the Kendall County Clerk.
Approved by the County Board of Kendall County, State of Illinois.

__________________________
John A. 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 an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of ________________, A.D., 2015

__________________________
Debbie Gillette – County Clerk
LOCATION MAP
Galena Road – Access Variance Request
Speedway LLC
8200 185th Street, Suite E
Tinley Park, IL 60477

April 21, 2015

EXHIBIT 1
GENERAL NOTES

DESIGNS MAY BE USED INTERCHANGEABLY IN CONSIDERATION OF SEPARATELY FOR THE
SAME ROAD CROSSING EACH OTHER IF THE INTERSECTION IS GROUNDED WITHIN
DEPARTMENTAL LIMITS.

SIDE ROAD SURFACE NOTES

SIDE ROAD SURFACES ARE PLANTED WITH SHOULDER MATERIAL, WHERE THE
CONSTRUCTION LIMITS ARE BOUNDED BY THE PRIMARY SURFACE MATERIAL.
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SECTION A-A

TYPICAL LANE WOMAN SURFACE WITH SHOULDER MATERIAL.
- PRIMARY LANE SURFACE MATERIAL.
- SECONDARY LANE SURFACE MATERIAL.
- PRIMARY SHOULDER MATERIAL.
- SECONDARY SHOULDER MATERIAL.

EXHIBIT 2

TYPICAL LANE WOMAN SURFACE WITH SHOULDER MATERIAL.
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KENDALL COUNTY

Resolution No. _____

WHEREAS, bids were received at the County Highway Office on April 10, 2015 on the following listed projects:

Sec. 14-00128-00-PA, Millington Road Bridge Painting, C. H. #3, approve the low bid of Eagle Painting & Maintenance in the amount of $460,000.00.

Sec. 15-00000-00-GM, Fox River Drive / Ben Street, C. H. #15, approve the low bid of D Construction, Inc. in the amount of $232,915.20.

Sec. 15-00000-01-GM, Ridge Road, C. H. #11, approve the low bid of D Construction, Inc. in the amount of $884,226.83.

Sec. 15-00130-00-RS, Newark Road, C. H. #4, approve the low bid of D Construction, Inc. in the amount of $1,617,360.40.

Sec. 15-01000-00-GM, Big Grove Road District, Seal Coat, approve the low bid of Steffen’s 3-D Construction, Inc. in the amount of $45,388.00.

Sec. 15-01000-00-GM, Big Grove Road District, F.O.B. Aggregate, approve both bids Central Limestone Co. & LaFarge Aggregates in the amount $22,000.00.

Sec. 15-02000-00-GM, Bristol Road District, approve the low bid of Builders Paving LLC in the amount of $291,991.00.

Sec. 15-03000-00-GM, Fox Road District, approve the low bid of Steffen’s 3-D Construction, Inc. in the amount of $89,964.60.

Sec. 15-03000-01-GM, Fox Road District, approve the low bid of D Construction, Inc. in the amount of $13,503.26.

Sec. 15-04000-00-GM, Kendall Road District, approve the low bid of D Construction, Inc. in the amount of $76,256.50.

Sec. 15-05000-00-GM, Lisbon Road District, approve the low bid of Steffen’s 3-D Construction, Inc. in the amount of $40,059.60.

Sec. 15-06000-00-GM, Little Rock Road District, approve the low bid of D Construction, Inc. in the amount of $82,880.95.

Sec. 15-07000-00-GM, Na-Au-Say Road District, approve the low bid of Steffen’s 3-D Construction, Inc. in the amount of $69,750.00.
Sec. 15-08000-00-GM, Oswego Road District, approve the low bid of D Construction, Inc. in the amount of $164,629.00.

Sec. 15-09000-00-GM, Seward Road District, approve the low bid of Steffen's 3-D Construction, Inc. in the amount of $172,815.72.

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 21st day of April, 2015.

Debbie Gillette - County Clerk

(SEAL)
Joint Meeting of the Kendall & Grundy County Highway Committees
Meeting Minutes

DATE: April 15, 2015
LOCATION: Kendall County Historic Courthouse
PRESENT: Kendall Grundy
Dan Koukol David Welter
Matt Prochaska Frank Halpin
Francis Klaas Eric Rasmusson
Andy Myers Harold Vota
Craig Cassem

Meeting convened at 8:10 A.M.

Craig Cassem discussed the Brisbin Road project in Grundy County. The County is moving forward with plans and land acquisition in 2015, and could begin construction as early as 2016, if necessary land can be acquired in the next 12 months. Intent is to acquire 170’ total right-of-way, but only build 2 lanes of concrete to start. Project could get pushed back if land acquisition is difficult.

Fran Klaas discussed the Sherrill Road project for Kendall County. Final plans are near completion. All land acquisition is finished. Project could go to letting in 2016, but will need coordination with Grundy County’s Brisbin Road project to make sure there are no conflicts with maintenance of traffic. Kendall County only acquired 100’ of right-of-way due to the existing homes along Sherrill Road that are relatively close to the existing roadway. Future road widening would likely require curb, gutter and storm sewers due to the narrow right-of-way width.

Craig Cassem discussed the proposed Ridge Road / Wisconsin Central Railroad project in Minooka. The existing roadway is very busy, and only has 2 lanes under the railroad overpass. The proposed improvement will construct a wider railroad bridge, and ultimately a wider, 5-lane roadway. The railroad bridge project will include $4.3 million in Grade Crossing Protection Funds, $2 million in municipal funds, and the balance from Grundy County. If all goes well, this project could go to letting in late summer or fall of 2015, with construction in 2016. Roadway improvements are roughly slated for 2018.

The Minooka Road Bridge is nearing completion. This bridge carries Minooka Road, a Grundy County Highway, over Interstate 80. Project completion and road opening is expected in mid-June.

Route 47 improvements between Morris and Yorkville are ongoing. The first contract was awarded to D Construction for $38.4 million, and includes the area between Morris and Sherrill Road. All utilities have been relocated on this section now; so roadway work will be commencing and should be completed in 2 construction seasons. The next section, from Sherrill Road to Caton Farm Road, was also awarded to D Construction. This latter section had a price tag of $46.2 million. Utilities are being relocated now. Work is not expected to be completed on this section until 2017. Both sections included 4 lanes of concrete roadway and intersection improvements. Funding was
obtained through unobligated Prairie Parkway monies. Other sections of Route 47 both north and south of Yorkville are in preliminary engineering stages.

The members briefly discussed the status of bulk rock salt purchases. Both counties will have to bid salt this year, as contract renewal through CMS is not an option.

Fran Klaas presented information on the Eldamain Road corridor in Kendall County. The County continues to work on engineering and land acquisition efforts for the section between Route 71 and Route 34, including a new crossing of the Fox River. Said project will cost at least $50 million. The County is looking for ways to fund this project. Eldamain Road connects with Lisbon Road south of Illinois Route 71; and then continues along Lisbon Road all the way to Morris. Klaas indicated that it was a very long range plan; but Grundy County might want to consider the Lisbon Road or Saratoga Road alignment options for the south end of this corridor.

Meeting adjourned at 9:15 P.M.

Respectfully submitted,

Francis C. Klaas, P.E.
Kendall County Engineer
4-15-15

KENDALL/GLUNDY JOINT HIGHWAY MEETING

Eric Pauwels

Brian Rogers

Craig Cassen

Andrew Wyne

Dan Kendall

Harold Veto

David Welter by

Joe C. Klein
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 3:32 p.m.

1) Roll Call – Chairman Davidson asked Suzette to call roll call for attendance. Present were Chairman Davidson, Vice-Chair Koukol, Member Gilmour & Member Prochaska. Enough committee members were present to form a quorum of the committee. Member Wehrli arrived at 3:46 p.m. County Administrator Wilkins, Technology Director Laken, GIS Coordinator Clayton & Facilities Management Director Smiley were also present.

2) Approval of the March meeting minutes – Member Prochaska made a motion to approve the March meeting minutes. Member Gilmour 2nd the motion. All members voted aye via voice vote. Motion approved.

3) Public Comment – No members of the public were present at the meeting.

OLD BUSINESS/PROJECTS

1) COB Security System Improvements
   • All key fobs were distributed to employees and County Board Members.
   • Jim Smiley is planning to work with the Administration Department & Sheriff’s Office to develop a written plan for emergency lockdown and exiting of the COB facility.

2) PSC Comcast Line for Oswego Police
   • Comcast’s contractor completed the underground directional boring. The fiber optic was run through the conduit to the new computer room in the basement of the Public Safety Center.
   • Project complete.

Report from Meeting

Vice-Chair Koukol asked Stan if additional expansion was included in the conduit for us to be able to utilize at a later date. Stan said yes. Oswego paid to have the line installed and it ended up being configured wrong, not sure if it was changed.

3) K.A.T. Space Needs for Expansion
   • Jim completed the new design layout. Pricing was put together to build the offices and to rewire the electric, phone & data to match the approved design. Jim provided the costs to Jeff Wilkins and to Paul LaLonde to see if K.A.T. has funding to make the changes desired.

Report from Meeting

Committee members were concerned about K.A.T.’s ability to pay for the work, especially since grant money is going away all over. Jeff Wilkins said 65% of funding is currently supported by downstate funding. As long as materials are purchased before July 1, 2015 we would be okay doing the work. K.A.T. is not sure what amount of funding will be available after July 1, 2015 with the new budget year. Consensus was that it would be an improvement to our facility and if K.A.T. can pay for it, we should go ahead with the project.

4) Public Safety Center Generator Transfer Switch Repair
   • Jim received pricing from two electricians and two other companies to provide a replacement ATS. R & R Electric had the lowest cost for the electrical installation. Jim’s direct pricing on the ATS was found to be about $1,500.00 less than the cost provided for the temporary ATS from Lionheart. Jim negotiated with Lionheart to match the cost received for direct purchasing of the ATS. So, Jim signed the quote from Lionheart to keep the new ATS they put in place as a temporary system to get us up and running when the other ATS failed.
   • Jim also put together a synopsis letter with pictures and provided it to the Administration department to file and insurance claim. The total cost of the project is expected to be $26,351.50.
   • Jim has paid $9,651.50 of these costs to Lionheart so far from the Facilities Equipment Maintenance budget. Jim plans to attend the next Finance Committee meeting to make them aware of the costs incurred and to advise them that we have filed an insurance claim for this repair.

Report from meeting

Vice-Chair Koukol made a motion to go ahead with the insurance claim and to make the Finance Committee aware of the cost and insurance claim. Member Gilmour 2nd the motion. All members voted aye via voice vote. Motion approved.

NEW BUSINESS/PROJECTS

1) Chairman’s Report
   • Report of items from the past month.
NEW BUSINESS/PROJECTS CONTINUED

2) Technology – Network Connections & Site Mapping
   - Stan Laken wants to present a couple of slides to illustrate what the GIS Mapping Department has done to map Kendall County’s private network on the Government Center Campus on Rt. 34.

Report from meeting
Stan went over two slides showing how the GIS/Mapping department used a GPS tool they have to mark and map the path of the new fiber optic line installed by Comcast to the PSC and the County fiber lines from the PSC to the other campus facilities. Don Clayton said it is possible for us to use this tool to mark and map other things on any of our campuses. Things like shutoff points, clean outs or really anything else we can think of. Jim said he was not aware GIS had that tool and he would plan to use it for locating things at both campuses. Vice-Chair Koukol asked if they could use it to mark utilities for the Highway department. Don said they could not do the initial location. But they could use it to make a map after J.U.L.I.E. performed a location service for a project.

3) Approve 3 Year Contract with Call One for Pri-T1 estimated to be $1,876.90 per month based on usage
   - Contract language suggested by the State’s Attorney’s office was approved by the low bidder Call One for this service.

Report from meeting
Member Gilmour made a motion to forward the contract to the County Board for approval. Member Prochaska 2nd the motion. All members voted aye via a voice vote. Motion approved.

4) Approve 3 Year Contract with Call One for Point to Point T1 Service at $280.00 per month
   - Contract language suggested by the State’s Attorney’s office was approved by the low bidder Call One for this service.

Report from meeting
Member Gilmour made a motion to forward the contract to the County Board for approval. Member Prochaska 2nd the motion. All members voted aye via a voice vote. Motion approved.

5) Approve 1 Year Contract with Call One for Centrex Lines and LD use on these circuits estimated to be $2,014.64 per month based on usage
   - Contract language suggested by the State’s Attorney’s office was approved by the low bidder Call One for this service.

Report from meeting
Member Gilmour made a motion to forward the contract to the County Board for approval. Vice-Chair Koukol 2nd the motion. All members voted aye via a voice vote. Motion approved.

6) Approve 1 Year Customer Service Agreement Contract with Call One for Analog Lines and LD use on these circuits estimated to be $2,405.78 per month based on usage
   - Contract language suggested by the State’s Attorney’s office was approved by the low bidder Call One for this service.

Report from meeting
Member Gilmour made a motion to forward the contract to the County Board for approval. Member Wehrli 2nd the motion. All members voted aye via a voice vote. Motion approved.

7) Public Safety Center & Courthouse Security Upgrade RFP
   - Jim has been working with D.C. Gillespie from the Sheriff’s Office to develop an RFP to hire a design firm to design replacement systems for these facilities.
   - Sheriff Baird and other command staff will review the RFP when completed.

Report from meeting
Chairman Davidson said it made no sense to him to go ahead with this project until the County Board appropriated funding for the project. Jim said that in past projects he received a state statute for the State’s Attorney Office showing that we needed to chose Architects and Design firms by using a public bid process unless we already had a relationship with a company. The statute calls for the selection to be “Quality” based, then negotiate the fee for the service. Jim also mentioned the Finance committee was going to be discussing funding at their next meeting. Member Wehrli asked if any grants were available to help with the costs of the project. None have been mentioned at this point, but would be looked into as the project progresses.
8) Courthouse Chiller Repair
   - When preparing systems for the upcoming H.V.A.C. season facilities technicians found an issue with the GUI interface on chiller two. They also found the system was very low on Freon.
   - Our H.V.A.C. vendor Artlip & Sons was called to determine why the Freon had leaked out over the winter and to possibly replace the GUI interface we purchased from Trane Aftermarket.
   - Artlip found that two factory butterfly valves have small leaks that allowed over 400 lbs of Freon to leak out over the winter. Artlip was not able to replace the display so Jim had to create a service call with Trane to program the display. Jim purchased the Freon directly to keep costs down. Artlip replaced the defective valves and installed the Freon. The cost of this repair will be several thousand dollars also. Jim will advise the Finance Committee about the costs incurred for this repair as well.

9) Cook County Site Visit - LED Lighting
   - The visit was cancelled due to an emergency on their end. The visit will be scheduled at another date.
   - Project complete.

10) Janitorial Contract Scheduled Increase
    - Our current contract calls for an increase starting April 1, 2015.
    - The vendor is offering to forgo this increase again if we add another year to his contract as has been done in the past.

Report from meeting
Jim explained that a 3.5% increase would be due starting this month. There would be a substantial yearly savings by accepting the proposed extension. Member Wehrli made a motion to send this to the County Board for approval at the same rate with a one year extension to the contract. Vice-Chair Koukol 2nd the motion. All members voted aye via a voice vote. Motion approved.

EXECUTIVE SESSION
Executive session was not required.

ADJOURNMENT
- Chairman Davidson asked for a motion to adjourn the meeting. Member Prochaska made a motion to close the meeting at 4:47 p.m. Member Koukol 2nd the motion. All members voted aye via voice vote. Motion approved. Meeting adjourned by Chairman Davidson at 4:47 p.m.

Submitted by,
Jim Smiley
Facilities Management Director
ISDN-PRI 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
City: Yorkville

Please check box to determine term and discount

[ ] 1 Year
[ ] 2 Year
[X] 3 Year

Additional Charges: Each ISDN PRI inclusive of 36,000 Band A and B minutes. Foreign Exchange $50.00 per rate center. DID Outpulsing $10.00 MRC per PRI. DID MRC at $2.00/block of ten (10). 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:
Billing Telephone Numbers (BTN) (continued):

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<td>Yorkville, IL 60560</td>
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Customer initials ____________________
Call One initials ____________________
Terms and Conditions

1. Term. Customer hereby orders the Services as identified on Page 1 of this Agreement and miscellaneous services incident thereto 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. (a) The Monthly Charge and usage rates identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge and usage rates will revert to Call One's prevailing month-to-month rates for the Service 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. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incidental to the Services will apply as identified on Page 1 of this Agreement. (c) 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 location listed on Page 1 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.

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 Services. (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, as liquidated damages and not as a penalty, equal to (1) the Monthly Charge payments remaining for the Term of this Agreement, (2) any special construction charges required to make the Service available and (3) any previously waived Installation and/or other non-recurring charges and (4) the difference between the total usage charges billed to Customer at the usage rates Customer received for the Term 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. (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 procure the order for Services, including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.

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 changes 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.

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 website 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

Page 3 of 3
Point-to-Point 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

Service Details:
BTN: 630R261804 Circuit ID: DHZA.266367..LB
Service: Point to Point T-1 Monthly Charge: $280.00
Speed: 1.5M Non-recurring Charge: N/A
Term: 36 Months
Host Address: 110 W. Ridge, Yorkville IL 60560 Host TN: 630-553
Remote Address: 1102 Cornell, Yorkville IL 60560 Remote TN: 630-553

Service/Additional Terms:
Renewal of existing service.

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.

By signing below, Customer acknowledges that it understands and accepts the rates, terms and conditions for the Service and that the signatory represents that he/she is duly authorized to execute this Agreement on behalf of the Customer.

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
Terms and Conditions

1. Term. Customer hereby orders the Service and miscellaneous services incident thereto as described identified on Page 1 of this Agreement (collectively, the "Service") for the term selected by Customer on Page 1 of this Agreement (the "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. (a) The Monthly Charge identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge will revert to Call One's prevailing month-to-month rates for the Service 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. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement. (c) 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 service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific physical locations listed on Page 1 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.

4. 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, as liquidated damages and not as a penalty, equal to the Monthly Charge payments remaining for the Term of this Agreement and 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 procure the order for Service and as applicable installing the required equipment and facilities including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.

5. 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.

6. 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 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.

7. 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 tariffs is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.

8. 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.

9. Entire Agreement. Signed facsimile 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.

10. 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

Page 2 of 2
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
804 W. John Street
City: Yorkville

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 24887

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:

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<thead>
<tr>
<th>Physical Location</th>
<th>City, State</th>
<th>BTN</th>
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<tbody>
<tr>
<td>1102 CORNEL, Flr 1</td>
<td>YORKVL, IL</td>
<td>630-553-7500</td>
</tr>
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</table>

Authorized customer signature: __________________________ Date: __________________________

CallOne authorized signature: __________________________ Date: __________________________
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"). 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 refuel 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 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 Services or 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 any reasonable expenses incurred by Call One to process the order for Service. (c) The penalty will be calculated as follows: 25% x (number of lines guaranteed) x (line charge + Centrex charge) x (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 technichen-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 the 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 ________________________________
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
[X] 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:

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<th>Physical Location</th>
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<th>BTN</th>
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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):

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<td>8 ROCKY WY; Bldg APT; des parking lot</td>
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<td>630-553-7615</td>
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<td>YORKVL, IL</td>
<td>877-446-4528</td>
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<td>888-476-0500</td>
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<td>888-477-4578</td>
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</table>

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

Page 2 of 3
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 change from the local exchange center 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 services 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 long-term contract with another service provider ("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 such Third Party Commitment. (b) If, as part of Call One's provision of Services, Customer terminates a Third Party Commitment, Customer agrees that it is solely responsible for all losses and damages associated with such termination. Further, no discharge is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment. (c) as provided above, the Third Party Commitment 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 written notice in writing of any termination or 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 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. (c) At 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, in any way, 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 website 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 be legally binding on the Parties to the extent as original copies executed. The Parties 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 submits and agrees to the jurisdiction of such court and expressly waives 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 312-581-8300 - Fax 312-581-8301

Page 3 of 3
Call to Order
The Budget and Finance Committee was called to order by Chair John Purcell at 5:30 p.m.

Committee Members Present: Bob Davidson - yes, Elizabeth Flowers - present, Scott Gryder - present, Matt Prochaska - present, John Purcell - here

Others Present: Latreese Caldwell, Julie Hanna, Bob Jones, Jim Smiley, Tom Thomas, Rae Ann Van Gundy, Jeff Wilkins

Claims Review and Approval
The Committee reviewed the County claims report. A motion was made by Member Flowers to forward the approval of claims in an amount not to exceed $1,505,577.10, approval of election judge claims in an amount not to exceed $42,869.06, and approval of juror claims in an amount not to exceed the amount of $23,246.71, second to the motion by Member Gryder. **With all members present in agreement, the motion carried.**

Jim Smiley, Facilities Management – Mr. Smiley reported that some bills have been received for the replacement of the Transfer Switch Failure at the Public Safety Center. Mr. Smiley stated that an insurance claim has been submitted, and that the deductible has already been met. Jeff Wilkins stated that when a reimbursement check arrives, it will be deposited into the general fund. Mr. Smiley also reported a chiller at the Courthouse had to be replaced at an approximate cost of $7,000.

Sheriff Dwight Baird, Sheriff’s Office – Sheriff Baird reported that meetings have begun to discuss a potential County mounted auxiliary police force for the Forest Preserve areas. There would be minimal cost to the Sheriff’s office, since the deputies would personally own their horses and equipment. The auxiliary deputies could be utilized in search and rescue missions as well as patrolling various Forest Preserves and assisting with events or services throughout the County. Sheriff Baird will keep the committee updated on any progress.

Bob Jones, Chief Deputy Treasurer – Mr. Jones reported that tax bills are being prepared for mailing and that the two collection dates will potentially be June 3 and September 3, 2015.

Tom Thomas, Health Department – No report

Items of Business

- **Approval of County Board Credit Card with $3000 limit** – There was consensus that no action would be taken on this item at this time.
➢ Public Safety Center and Courthouse Security System Funding – Latrese Caldwell reviewed the 6-year capital projection with the committee, the updated deficit due to the decrease in revenue, the Public Safety Center and Courthouse security system expenditure projections, the Public safety Center and Courthouse projects and funding sources.

➢ Position Attrition Discussion - Item tabled until a future meeting

➢ FY 2015 Budget Discussion - Item tabled until a future meeting

➢ FY 2016 Budget and Levy Discussion - Item tabled until a future meeting

Old Business – None

Items for Committee of the Whole – None

Action Items for County Board

➢ Approval of Claims in an amount not to exceed $1,505,577.10

➢ Approval of Election Judge Claims in an amount not to exceed $42,869.06

➢ Approval of Petit Juror Claims in an amount not to exceed $23,246.71

Public Comment – None

Questions from the Media -- None

Executive Session – None Needed

Adjournment – Member Flowers made a motion to adjourn the Budget and Finance Committee meeting, second by Member Gryder. The meeting adjourned at 6:52 p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary
Kendall County, Illinois
Committee of the Whole

Thursday, April 16, 2015
County Office Building, Board Room 209-210
111 W. Fox Street, Yorkville IL
Meeting Minutes

Call to Order
The Committee of the Whole was called to order by Acting County Board Chair Scott Gryder at 4:00 p.m., who led the group in the Pledge of Allegiance.

Roll Call

Board Members Present: Lynn Cullick - here, Bob Davidson - here, Dan Koukol - here, Scott Gryder - here, Jeff Wehrli - yes, John Purcell - yes, Matthew Prochaska (arrived at 4:43 p.m.)

Board Members Absent: Elizabeth Flowers, Judy Gilmour, John Shaw

Others Present: Dwight Baird, Leslie Johnson, Eric Weis, Jeff Wilkins

New Business

➢ Discussion on Court Appointed County Attorney regarding the case of Larry Nelson, Nelson Multimedia, Inc., WSPY AM, Inc., and WSPY-TV, Inc vs. Kendall County et al – Acting Chair Gryder stated that the court has not yet appointed an attorney at this time.

➢ From Admin HRR Committee: Potential Purchase of Park and Ride Vehicles 8 & 9 – Jeff Wilkins distributed information and briefed the committee on the proposed Kendall Area Transit super-duty vehicle purchase. Mr. Wilkins reported that the Park-n-Ride vehicles were originally leased to provide service to the Oswego Park-n-Ride. The lease has a buyout provision at the end of the lease. Mr. Wilkins stated that the Village of Oswego eliminating the Park-n-Ride service this year was totally unexpected.

Paul LaLonde provided additional background and vehicle history, and explained the growth in the Waubonsee College route, and the potential need for additional vehicles to partner with Waubonsee to provide service to the Sugar Grove campus on a daily basis. The vehicles discussed were a 2011 Eldorado, 28+2 passenger vehicle, with $16,846 buyout in November 2015, plus remaining 6 lease payments at $8,934 per month = $25,780, and A 2011 Ford/Supreme, 26 passenger vehicle, with $17,099 buyout in November 2015, plus remaining 6 lease payments at $9,054 per month = $26,153. Mr. Wilkins stated that if the Board chooses to do nothing, they would still be responsible for the remaining lease payments totaling approximately $18,000. Mr. LaLonde said that negotiations are currently in process for partnering with Waubonsee Community College. There was consensus by the committee to forward the item to the April 30, 2015 Finance Committee meeting, and the May 14, 2015 Committee of the Whole meeting.
Chairman's Report – Acting Chairman Gryder asked Sheriff Dwight Baird to brief the committee on the status of the agreement with the U.S. Marshalls with Kendall County to house federal inmates. Housing would be at a cost of $75 per day, medical costs would be reimbursed to the County at 100 percent, transports to federal courts within the state of Illinois would be paid at $35 per hour, per deputy, plus the federal milage rate of 57.5 cents per mile to the federal court and return to the Kendall County Jail. Sheriff Baird said that the IGA would go to the State’s Attorney’s Office for review, and then to the Board for approval.

Review Draft Board Agenda – Acting Chairman Gryder asked the committee to review the draft agenda and make any changes or additions. No changes or additions necessary.

Public Comment – None

Questions from the Media – None

Items for the County Board - None

Adjournment – Member Purcell moved to adjourn the Committee of the Whole meeting and the motion was seconded by Member Cullick. There being no objection, the Committee of the Whole was adjourned at 5:15p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary