

**KENDALL COUNTY BOARD AGENDA
ADJOURNED JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, August 6, 2019 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from July 2, 2019
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$ 971,692.29 and Grand Juror July 2019 Claims in an amount not to exceed \$1,491.96
 - D. Approve Chicago HIDTA Investigative Support Center Co-Manager's Service contract with Kendall County as the Fiduciary Agent effective August 21, 2019 through August 20, 2021, in the amount of \$117,838.00.
 - E. Approve Chicago HIDTA Security Officer & Facility Manager Service contract with Kendall County as the Fiduciary Agent effective August 6, 2019 through August 5, 2020, at \$30.00 per hour and will not exceed 61,800.00 annually.
8. Old Business
9. New Business
 - A. Set Salary for Kendall County Public Defender in the amount of \$156,370.29 effective July 1, 2019
10. Executive Session
11. Standing Committee Reports
 - A. Administration – Human Resources & Revenue/GIS
 1. Approval of the Updated Technology Services 5 year Plan
 2. Approval of GIS Department Purchase of a 95 Hour Support Block from GIS Inc. in an Amount not to Exceed \$15,000
 3. Approval of Contract with Amazon Web Services
 - B. Finance Committee
 1. Approval of Ordinance Authorizing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019A and Series 2019B, for the purpose of refunding the outstanding General Obligation Bonds (Alternate Revenue Source), Series 2010 and Series 2011
 2. Approval of FY2019 Budget Revisions
 - C. Facilities
 1. Approve contract with L Marshall Inc. to replace Courthouse roof section one, not to exceed \$80,000.00, including alternate one in the amount of \$11,200.00
12. Special Committee Reports
 - A. Juvenile Justice Council
 - B. UCCI, Other State Associations and Organizations
 - C. Board of Health
 - D. KenCom Executive Board
13. Other Business
14. Chairman's Report

Appointment(s)

Richard Thompson – Zoning Board of Appeals – 5 year term – Expires August 2024
Nels Moe – Big Slough Drainage District – 5 year term – Expires July 2024
Bill Ashton – Regional Plan Commission – 5 year term – Expires July 2024
Frank Carreno, III – Public Aid Appeals Commission – 3 year term – Expires September 2022
Heather Hadrys – Workforce Development Board – 2 year term – Expires September 2021
Rich Healy – Workforce Development Board – 2 year term – Expires September 2021
Robyn Vickers – 2020 Census Complete Count Commission – Expires September 2020
Ed Budd – 2020 Census Complete Count Commission – Expires September 2020
Christina Burns – 2020 Census Complete Count Commission – Expires September 2020

Scott Gengler – 2020 Census Complete Count Commission – Expires September 2020

Scott Gryder – 2020 Census Complete Count Commission – Expires September 2020

Dave Hamman – Regional Plan Commission (Big Grove Township) – 3 year term – Expires August 2022

15. Public Comment

16. Questions from the Press

17. Adjournment

If special accommodations or arrangements are needed to attend this County meeting,
please contact the Administration Office at 630-553-4171, a minimum 24-hours prior to the meeting time.

**KENDALL COUNTY BOARD
ADJOURNED JUNE MEETING
JULY 2, 2019**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, July 2 at 7:00 p.m. The Clerk called the roll at 7:20 p.m. Members present: Chairman Scott Gryder, Amy Cesich, Elizabeth Flowers, Scott Gengler, Tony Giles, Judy Gilmour, Audra Hendrix, Matt Kellogg, Matt Prochaska and Robyn Vickers.

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

THE AGENDA

Member Hendrix moved to approve the agenda. Member Flowers seconded the motion. Member Cesich requested that item D; Approval of agreement with ArchiveSocial, Inc. for capturing and archiving records of online social media communications, in the amount of \$2,388.00, be removed from the Consent Agenda. Member Prochaska requested that item 7A, Approval of County Board Minutes from June 4, 2019, be removed from the Consent Agenda. Since they did not come directly from a committee, the two items removed from the Consent Agenda will be heard under item 9 New Business as items 9B and 9C respectively. Chairman Gryder asked for a voice vote on the motion to approve the Agenda as altered. All members present voting aye.
Motion carried.

SPECIAL RECOGNITION

Judge Robert Pilmer explained that he was present specifically to address item 9A, Approval of Independent Contract between Kendall County and Robin Pelfry for services rendered as the Local Coordinator for the 16th and 23rd Judicial Circuits Family Violence Coordinating Council, from July 1, 2019 through June 30, 2020, at the rate of \$26.00 per hour not to exceed 1255 hours and reimbursable expenses allowed under the Intergovernmental Agreement between Kendall County and the Illinois Criminal Justice Information Authority effective July 1, 2019 to June 30, 2020, noting that the matter does not require County Board approval and that it is being addressed by the district Judges. He also shared that they are moving forward with the grant application process for the Mental Health Court. He indicated that it will help people with certain needs to not become a part of the criminal justice system.

PUBLIC COMMENT

Todd Milliron of Fox Township, Yorkville, encouraged the County Board to vote no again on Petition 19-13 Request from the Regional Planning Commission for a Text Amendment to Sections 4.06 and 4.07 of the Kendall County Zoning Ordinance.

CONSENT AGENDA

Member Kellogg moved for approval of the Consent Agenda as previously amended. Member Hendrix seconded the motion.

- ~~A. Approval of County Board Minutes from June 4, 2019 Referred to New Business~~
- B. Standing Committee Minutes Approval
- C. Approval of Claims in an amount not to exceed \$985,603.89 and June 2019 Petit Jurors in an amount not to exceed \$3,805.52. Details under Finance.
- ~~D. Approval of agreement with ArchiveSocial, Inc. for capturing and archiving records of online social media communications, in the amount of \$2,388.00 Referred to New Business~~
- E. Approval of a Request from Jennifer Wirth for a Refund in the Amount of \$260.48 for an Unused Building Permit at 977 Route 31, Oswego
- F. Approval of Agreement for Food Services at the Kendall County Jail with Consolidated Correctional Food Service. This agreement was subsequently enrolled as IGAM 19-27 and is on file in the Kendall County Clerk's office.

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

OLD BUSINESS

Petition 19-13

Member Giles moved to Reconsider Petition 19-13-Request from the Kendall County Regional Planning Commission for Text Amendment to Sections 4.06 and 4.07 of the Kendall County Zoning Ordinance by Allowing Research and Development Related

Home Occupations to be Conducted Outside of a Dwelling or Permitted Accessory Structure and Adding the Phrase “Unless Otherwise Permitted by Law” to the End of Section 4.06.f and Section 4.07.g. Member Prochaska seconded the motion.

Chairman Gryder indicated that Member Giles had previously voted “No” on the issue and was therefore entitled to make a motion to reconsider. The Chair asked for a roll call vote on the motion to reconsider. Members voting aye: Gengler, Giles, Gilmour, Gryder and Prochaska. Members voting no: Hendrix, Kellogg, Vickers, Cesich, Flowers. **Motion failed on a 5 to 5 vote.**

This action rendered moot the Agenda item: “Approval of Petition 19-13-Request from the Kendall County Regional Planning Commission for Text Amendment to Sections 4.06 and 4.07 of the Kendall County Zoning Ordinance by Allowing Research and Development Related Home Occupations to be Conducted Outside of a Dwelling or Permitted Accessory Structure and Adding the Phrase “Unless Otherwise Permitted by Law” to the End of Section 4.06.f and Section 4.07.g.”

NEW BUSINESS

Chairman Gryder reminded attendees that there would not be a vote on item 9A related to the Family Violence Coordinating Council per Judge Pilmer’s earlier comments.

Approval of County Board Minutes from June 4, 2019

Member Hendrix moved to approve the County Board minutes of June 4, 2019. Member Prochaska seconded the motion. Member Prochaska moved to amend the attendance portion of the minutes by striking the name of John Purcell. Member Kellogg seconded the motion. The Chair asked for a voice vote on the amendment, with all members voting aye. Motion carried. Chairman Gryder then asked for a vote on the original motion, with all members voting aye. Motion carried.

ArchiveSocial, Inc. Contract for Capturing and Archiving Records of Online Social Media IGAM 19-26

Member Hendrix moved for Approval of an agreement with ArchiveSocial, Inc. for capturing and archiving records of online social media communications, in the amount of \$2,388.00. Member Vickers seconded the motion. The Chair asked Administrator Scott Koepfel to provide background on the system which is currently in use through the Sheriff’s department. Koepfel and Gryder concurred that the County does not presently have a social media policy in place. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 19-26 is available in the Office of the County Clerk.

EXECUTIVE SESSION

None.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Village of Plattville Intergovernmental Agreement IGAM 19-28

Member Prochaska moved for Approval of an Intergovernmental Agreement between the Village of Plattville and the County of Kendall to Administer the County’s Ordinances for Zoning, Building Code, Subdivision Control, and Stormwater Management within the Jurisdiction of the Village of Plattville for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village Plattville to the County of Kendall. Member Gilmour seconded the motion. Matt Asselmeier indicated that due to the Village having their own plan there is one change in section two which removes the County’s comprehensive plan. He further noted that such plans are advisory. Following discussion Chairman Gryder asked for a roll call vote on the motion, all members voting aye with the exception of Member Hendrix who voted no. Motion carried 9 to 1.

A complete copy of IGAM 19-28 is available in the Office of the County Clerk.

Junk and Debris Citation Letter

Member Prochaska moved for Approval of the Junk and Debris Citation Letter. Member Kellogg seconded the motion. Matt Asselmeier of Planning, Building and Zoning, explained that the citation notice, a copy of which was contained in the Board packet, included the verbiage of the ordinance and had been reviewed by the State’s Attorney’s office. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Excused

Member Hendrix was excused from the remainder of the meeting at 7:50 pm.

Law, Justice & Legislation

Member Giles nothing more to report. Next meeting on upcoming Monday.

Administration/HR/GIS

Member Flowers noted committee had looked at options for lowering prescription drug and insurance costs/options as well as GIS options.

Highway

Chairman Gryder spoke to Mr. Klaas regarding Millington Bridge progress.

Facilities

Member Kellogg working on modifications regarding the solar field.

Finance

Member Kellogg spoke regarding funding for the mental health court which is currently not budgeted. He explained there is currently a lack of funding for the Dental Clinic at the Health Department in the amount of \$50,000 and of possible plans moving forward.

Supplemental Claims Listing

COMBINED CLAIMS: FCLT MGMT \$17,740.12, B&Z \$2,024.13, CO CLK & RCDR \$285.38, ELECTION \$4,495.50, ED SRV REG \$376.33, SHRFF \$8,162.60, CRRCTNS \$28,733.29, MERIT \$250.00, EMA \$93.34, CRCT CT CLK \$809.99, JURY COMM \$4,098.48, CRCT CT JDG \$7,106.71, CRNR \$18.89, CMB CRT SRV \$19,207.70, PUB DFNDR \$1,110.00, ST ATTY \$1,513.27, FRMLND RVW BRD \$153.14, EMPLY HLTH INS \$385,157.17, OFF OF ADM SRV \$1,570.15, INS & BNDG \$258.00, CO BRD \$144.81, TECH SRV \$10,468.14, FAC MGT UTLTS \$57,879.24, CAP IMPRV \$27,000.60, LIABIL INS \$23,870.00, CO HWY \$4,697.13, CO BRDG \$2,677.50, TRNSPRT SALES TX \$18,763.44, HLTH & HMN SRV \$59,523.99, FRST PRSRV \$2,209.52, ELLIS HS \$406.46, ELLIS BRN \$4,694.69, ELLIS GRNDS \$272.58, ELLIS CMPS \$181.01, ELLIS WDDNGS \$1,580.00, ELLIS OTHR RNTLS \$260.00, HOOVER \$4,958.24, ENV ED SCHL \$17.80, ENV ED CMPS \$370.00, ENV ED OTHR PUB PRGMS \$20.00, ENV ED LWS OF NTR \$37.02, NTRL AREA VLNTR \$404.75, GRNDS & NTRL RSCS \$4,368.86, ANML CNTRL EXPND \$15,560.00, ANML CNTRL EXPS \$840.84, CO RCDR DO STRG \$5,687.85, HIDTA \$32,606.86, SHRFF RNG FND \$125.00, CMSRY FND \$17,230.00, COOK CO REIMB FND \$11.50, NCLR GRNT FND \$73.80, JVNL JSTC CNCL \$1,062.95, CRT SEC FND \$43.92, LAW LBRY \$1,398.00, CRNR \$62.25, PRBTN SRV \$14,175.70, KC DRG CRT FND \$3,534.05, KAT \$22,500.00, ENG/CNSLTG ESCRW \$592.48, PUB SFTY \$152,990.20, ST PET POP CNTRL \$26.00, VAC \$3,080.54, FP BND PRCDs '07 \$9,882.50 and additional Petit Juror Claims for June 2019 in an amount not to exceed \$3,805.52.

Animal Control

Member Cesich spoke about the new full time hire at Animal Control and indicated a part-time hire is still needed. She noted the RFP for building improvements should be going out soon. Corrections Commander, Bobby Richardson, provided information regarding the inmate work program which is assisting with the clean-up project at animal control. He indicated it is successful at this point and also allows non-violent inmates to earn community service credits.

Health & Environment

Member Gilmour drew the Board's attention to the objectives approved at the last Solid Waste Plan Meeting.

SPECIAL COMMITTEE REPORTS

Juvenile Justice Council

Per Member Gilmour, no report.

Historic Preservation

Per Member Flowers, no report.

UCCI, Other State Associations & Organizations

Member Prochaska provided information about attending the UCCI conference which will take place July 21st through 23rd. He also noted that as a member of the Executive Board, UCCI will be paying for his attendance at the National Association of Counties Conference in Clark County.

Chairman Gryder spoke of the importance of county representation on various bills explaining that such attendance also affords the opportunity to apply for proceeds to defray county expenses.

Board of Health

Member Giles has spoken with Director Tokars regarding various contacts for projects.

KenCom Executive Board

Per Member Prochaska, no report.

OTHER BUSINESS

Member Cesich suggested that a prerequisite for placement of items on the new Consent Agenda should be that said items have been discussed at Committee of the Whole. Currently the Board Chairman, the County Administrator and Committee Chairs may forward items to the Consent Agenda.

CHAIRMAN'S REPORT

Appointments

Chairman Gryder moved to approve the following appointments. Member Prochaska seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Dr. Gary Schlapp – KenCom Executive Board – Bristol Kendall Fire District Delegate (Replacing Richard Dickson)
John Purcell – KenCom Executive Board – United City of Yorkville
Chris Funkhouser – KenCom Executive Board – United City of Yorkville (Alternate)
Dan Koukol - Workforce Investment Board - 2 yr term - Expires July 2021 (Replacing Bette Schoenholtz)
Jeremy Swanson (reappointment) – Housing Authority – 5 year term – expires July 2024
Robyn Ingemunson (reappointment) – Housing Authority – 5 year term – expires July 2024

CITIZENS TO BE HEARD

Todd Milliron of Yorkville commented on the Consent Agenda and body cams.

QUESTIONS FROM THE PRESS

Jim Wyman of WSPY asked if the Chairman has final approval of the Consent Agenda.

ADJOURNMENT

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

Approved and submitted this 6th day of August, 2019.

Respectfully submitted by
Rennetta Mickelson, Chief Deputy Clerk

COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING
County Office Building
111 W. Fox Street, Room 210; Yorkville
Wednesday, June 19, 2019

CALL TO ORDER - Chair Elizabeth Flowers called the meeting to order at 5:31 p.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Present		
Scott Gengler	Here		
Judy Gilmour	Absent		
Matthew Prochaska	Here		
Robyn Vickers	Here		

Others in Attendance: Meagan Briganti, Matt Kinsey, Scott Koeppel,

APPROVAL OF AGENDA – Motion made by Member Prochaska second by Member Gengler to approve the agenda. **With four members voting aye, the agenda was approved by a 4 -0 vote.**

APPROVAL OF MINUTES – Motion made by Member Vickers second by Member Gengler to approve the July 1, 2019 minutes. **With four members voting aye, the minutes were approved by a 4-0 vote.**

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

- *Administration Department* – Mr. Koeppel wanted feedback from the Committee on the GIS Department. Staffing has been an issue in the last few months, and the Department has had to close periodically for training, lunches and other meetings. There is a training Conference in October that all three staff members need to attend. The Department may need to close periodically. There was consensus that it would be okay to have the Department close as needed. GIS Customers can check with Administrative Services when the Department is closed. Mr. Koeppel also sought direction from the Committee regarding if the Committee would like to go out to bid on Worker's Comp and Liability Insurance. The consensus was unless there is a significant cost savings the County would continue with ICRMT.

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Discussion of Shared Services Purchasing Agreements and Request for Legal Review-*
Mr. Koeppel explained that he met with the Purchasing staff member that Yorkville and

Oswego employs. There may be opportunities to achieve savings with joint purchasing. **There was consensus to investigate further about sharing the staff member and bring potential bids to the committee on a case by case basis.**

- *Discussion of IGA for Sharing Services, Staff, and Equipment and Request for Legal Review-* A sample IGA is attached. This would be a cost sharing between other municipalities in Kendall Counties. Many communities already participate in joint IGAs sharing staff, equipment and other services. **There was consensus to send the draft IGA to the SAO for legal review, after which the committee can decide to proceed.**
- *Discussion of GIS Inc. Cloud Hosting Recommendations-* Ms. Briganti reviewed the GIS Cloud Hosting Recommendations. Our current environment is very old and there is no security. Their recommendation is to move our data to the Cloud which would increase security, reduce cost on hardware and licensing. This would also give us the ability to reduce or increase capacity as needed. Current cost is about \$1800 a month. Moving to the Cloud would give us a savings of about \$300 a month.
- *Discussion and Approval of Contract with Amazon Web Services and Request for Legal Review-* Ms. Briganti explained that if the Department were to move to a Cloud based system it would be with Amazon Web Services. We are not sure that if there is a legal review by the SAO and changes recommended the contract could be changed, since Amazon is such a big company. Many companies use Amazon Web Services about 80% of businesses. This is a monthly subscription that can be cancelled at any time. **There was consensus to request if changes to contract were possible. If changes are not possible the contract should be forwarded to the August 6, Board Meeting for approval.**
- *Discussion and Approval of GIS Department Purchase of a 95 Hour Support Block from GIS Inc. in an amount not to exceed \$15,000-* The recommendation from the initial GIS Assessment was to move to the Cloud. When the Assessment was done 14.5 hours were used with 15.5 remaining. Ms. Briganti recommended getting the 95-hour block for \$15,000. The contract was already reviewed by the SAO. The budgeted amount is \$32,000 with a savings \$12,000. Motion by Member Vickers, second by Member Prochaska. **With four members voting aye, the contract was approved to be forwarded to the County Board by a 4-0 vote.**
- *Discussion and Approval of Comcast Franchise Agreement-* Mr. Koeppel explained that this has been in legal review for a while. There is one sticking point. This is not a legal issue it just states that there needs to be a public hearing if there is an issue with the agreement. Mr. Koeppel recommended moving forward with that language as the odds of this happening is slim. There would just be a public hearing before legal action. Motion made by Member Gengler, second my Member Vickers. **With four members voting aye, the Agreement was approved to be forwarded to the County Board by a 4-0 vote.**

EXECUTIVE SESSION - None

ITEMS FOR COMMITTEE OF THE WHOLE - None

ACTION ITEMS FOR COUNTY BOARD

- *Approval of Contract with Amazon Web Services and Request for Legal Review*
- *Approval of GIS Department Purchase of a 95 Hour Support Block from GIS Inc. in an amount not to exceed \$15,000*
- *Approval of Comcast Franchise Agreement*

ADJOURNMENT – Member Prochaska made a motion to adjourn the meeting, second by Member Vickers. **With four members voting aye, the meeting was adjourned at 6:14 p.m.**

Respectfully Submitted,

Mera Johnson
HR Risk Management & Compliance Coordinator

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, July 25, 2019

Call to Order

Committee Chair Matt Kellogg called the Budget and Finance Committee to order at 5:03p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich		5:30p.m.	
Scott Gryder	ABSENT		
Audra Hendrix	Here		
Matt Kellogg	Yes		
Matthew Prochaska	Here		

Staff Members Present: Latreese Caldwell, Matt Kinsey, RaeAnn Van Gundy

Approval of Agenda – Member Hendrix made a motion to approve the agenda, Member Prochaska seconded the motion. **With three members present voting aye, motion passed by a vote of 3-0.**

Approval of Claims – Member Prochaska made a motion and Member Hendrix seconded the motion to forward for approval the Approval of Claims in an amount not to exceed \$971,692.29, and Grand Juror Claims for July 2019 in an amount not to exceed \$1,491.96, to the County Board. **With three members voting aye, the claims were approved to forward to the County Board for final approval by a vote of 3-0.**

Department Head and Elected Official Reports

Administration Department – Latreese Caldwell reported that the County received a payment for Kendall Area Transit in the amount of \$191,000 for the DOAP Grant. Ms. Caldwell stated that Kendall Area Transit continues to borrow funds to meet their monthly financial obligations. Ms. Caldwell reported that the County is a pass-through for the DOAP grant funds for Kendall Area Transit, and asked for committee consensus to have the funds deposited and an ABC check cut and sent to DVAC to assist in their financial struggles. **There was consensus by the three members present.**

Items from Other Committees – None

Items of Business

- *Discussion and Approval of the Updated Technology Services 5-year Plan* – Technology Director Matt Kinsey explained the proposed Technology Services capital plan for Network Infrastructure Upgrade for 2020, including the plan to replace the current infrastructure this year, replacing old switches on the main campus, reducing the LAN switch count from 6 to 4 to ensure cost saving and reduce the technology footprint in the

County, and upgrading the remaining POE switches in the Courthouse, Public Safety Center, and Health and Human Services building for VoIP integration, and upgrading servers to the newest version of Windows. Member Hendrix made a motion to forward the item to the County Board for approval, second by Member Prochaska. **With three members present voting aye, the motion carried.**

- *Discussion of Countywide Telephone Budget and Expense* – The committee reviewed the information provided and determined that there really wouldn't be a substantial savings if all County phones were contracted under the same vendor.
- *Approval of a Resolution Relating to the Participation by Elected Officials in the Illinois Municipal Retirement Fund (IMRF)* – Member Prochaska made a motion, second by Member Cesich to forward to the County Board for approval. **With four members present voting aye, the motion carried.**
- *Approval of Ordinance Authorizing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019A and Series 2019B, for the purpose of refunding the outstanding General Obligation Bonds (Alternate Revenue Source), Series 2010 and Series 2011* – Ms. Caldwell explained the documents provided to the committee. Member Hendrix made a motion to forward to the County Board, second by Member Prochaska. **With four members voting aye, the motion carried.**
- *Approval of FY2019 Budget Revision* – Ms. Caldwell briefed the committee on the revisions that needed to be made to the FY2019 budget. Member Hendrix made a motion to forward to the County Board, second by Member Prochaska. **With four members voting aye, the motion carried.**
- *FY2019 General Fund Year-End Projection* – Ms. Caldwell reviewed the year-end projections with the committee.
- *FY2020 Budget Discussion* – Discussion on FY2020 projections, possible deficit, the revenues and expenditures with seven months of revenues and expenditures captured, and the budget process and schedule. There was consensus by the committee that Ms. Caldwell should send the budget guidelines to Department Heads and Elected Officials this week. Ms. Caldwell will have spreadsheets prepared and available for budget input by August 1, 2019.

Executive Session – Not needed

Items for the County Board

Approval of Claims in an amount not to exceed \$971,692.29, and Grand Juror Claims for July 2019 in an amount not to exceed \$1,491.96

Approval of the Updated Technology Services 5-year Plan

Approval of a Resolution Relating to the Participation by Elected Officials in the Illinois Municipal Retirement Fund (IMRF)

Approval of Ordinance Authorizing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019A and Series 2019B, for the purpose of refunding the outstanding General Obligation Bonds (Alternate Revenue Source), Series 2010 and Series 2011

Approval of FY2019 Budget Revision

Adjournment – Member Hendrix made a motion to adjourn the Budget and Finance Committee meeting, Member Prochaska seconded the motion. **The meeting was adjourned at 6:00p.m. by a 4-0 vote.**

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
Monday, July 15, 2019
Meeting Minutes

CALL TO ORDER

The meeting was called to order by Chair Judy Gilmour at 8:35a.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Judy Gilmour	Here		
Robyn Vickers	Here		
Elizabeth Flowers	Absent		
Scott Gengler	Here		
Tony Giles	Absent		

OTHERS PRESENT: Meagan Briganti, GIS Coordinator, Steve Curatti, Kendall County Health Department, Ashley Hunt, Assistant Director of Environmental Health

APPROVAL OF AGENDA – Member Vickers made a motion to approve the agenda, second by Member Gengler. **With three members present in agreement, the motion carried.**

APPROVAL OF MEETING MINUTES – Member Vickers made a motion to approve the meeting minutes from June 17, 2019, second by Member Gengler. **With three members present voting aye, the motion carried.**

STATUS REPORTS

- **Board of Health** – Member Giles was absent, however Steve Curatti noted the next meeting would be on July 16th, tomorrow evening.
- **Health Department** – Steve Curatti introduced Assistant Environmental Health Director Ashley Hunt who reviewed food safety regulations. Ms. Hunt noted that the Department is not only involved with restaurants but with temporary permits for festivals and special events. Sanitarians are also involved during the construction process for restaurants.

Mr. Curatti updated the committee on several other projects. The Department is working with a few School Districts to do on site vaccination clinics. There is also a fresh produce voucher project. Finally, there is a deer tick, lyme disease program that the Department is very proud of as it's only 1 of 9 programs nationwide among Health Departments.

- **Kendall County Soil and Water District** – Chair Gilmour reported that staff is at training and conferences. They will have a booth at the Kendall County Fair.
- **Water Related Groups** – No Report
- **708 Mental Health Board** – No Report

OLD BUSINESS – None

NEW BUSINESS – None

- *Energy Efficiency Ideas for County Departments* – Chair Gilmour lead the discussion sustainable efforts the County could pursue. There are many ideas listed in the packet and the County is doing some of them. Consultation is needed with Facilities Management. Member Vickers noted that this discussion began with the amount of water bottles being used by the County Board. The idea is to get reusable water bottles or stainless steel mugs and get a water cooler. Member Gengler noted this is something he has seen done before. Chair Gilmour reviewed the list and noted some things the County is already doing. The consensus was to further review the list, check with Facilities Management and return next month with proposals for items to implement.

CHAIRMAN’S REPORT – Chair Gilmour noted that the Solid Waste Committee will be meeting August 27th. Once the Solid Waste Plan is complete it will go to the Board of Health, the State and the County Board for approval.

PUBLIC COMMENT – None

ITEMS FOR COMMITTEE OF THE WHOLE – None

COUNTY BOARD ACTION ITEMS – None

EXECUTIVE SESSION – Not Needed

ADJOURNMENT – Member Vickers made a motion to adjourn the meeting, second by Member Gengler. **With three members present voting aye, the meeting was adjourned at 9:33a.m.**

Respectfully Submitted,
Mera Johnson
Risk Management & Compliance Coordinator



MEETING MINUTES FOR WEDNESDAY, JULY 24, 2019

Call to Order – The meeting was called to order by Committee Chair Amy Cesich at 8:30a.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Elizabeth Flowers	ABSENT		
Scott Gengler	Here		
Matthew Prochaska		8:31a.m.	
Robyn Vickers	Present		

With three members present, a quorum was established to conduct committee business.

Others present: Scott Koeppel, Laura Pawson

Approval of Agenda – Motion made by Member Vickers, second by Member Gengler to approve the agenda. **With five members in agreement, the motion carried by a vote of 3-0.**

Approval of Minutes – Motion made by Member Vickers to approve the minutes from June 26, 2019, second by Member Gengler. **With three members in agreement, the minutes were approved by a 3-0 vote.**

Monthly Reports

- **Census Log** – Laura Pawson reviewed the census log with the committee.

Dogs Available for Adoption: 7

Cats Available for Adoption: 4 (2 cats, 2 kittens)

- **Bite Report** – Laura Pawson reviewed the Bite Report with the committee, stating there were 11(10 dog bites, and 1 cat bite) for the month of July. Written report provided.
- **Operations Report** – Laura Pawson reported she hired a fourth Kennel Technician last week, and is now fully staffed.
- **Accounting Report** – Scott Koeppel reported the Board & Care line was over budget due to the facility being non-operational for several months, and animals being housed at Countryside Vet Clinic. Written report provided.

Old Business

- *Update on Healy Bender Contract* – Mr. Koeppel reported on a proposed vendor contract Jim Smiley received from Healy Bender, and asked the committee for their approval to forward the contract to the State's Attorney's Office for review after a few adjustments are made, and also for permission to go out for RFP next month. **There was consensus by the committee to proceed with legal review and posting the RFP, rather than waiting an additional month for committee approval.**
- *Update on Software Training* – Ms. Pawson reported that she and current Animal Control staff, and Latreese Caldwell had training with Chameleon personnel in June. Ms. Pawson stated that there is some adjustment to the new system, but that she anticipates it will increase productivity once they have more experience using it. Mr. Koeppel stated that he met with Treasurer Jill Ferko about information that will be entered into the new Tyler payroll and accounting system, and how that information will be sent to the Treasurer's Office by Animal Control personnel.

New Business - None

Executive Session – Not needed

Action Items for the County Board – None

Action Items for the Committee of the Whole – None

Questions from the Media – None

Public Comment – None

Adjournment – Member Vickers made a motion to adjourn the meeting, second by Member Gengler. **With four members present in agreement, the meeting was adjourned at 9:05 a.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant & Recording Clerk

COUNTY OF KENDALL, ILLINOIS
Economic Development Committee

Meeting Minutes
Friday, July 26, 2019

Call to Order

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

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Scott Gryder	ABSENT		
Audra Hendrix	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

Staff Present: Scott Koeppel

Approval of Agenda – Member Cesich made a motion to approve the agenda, second by Member Prochaska. **With four members voting aye, the motion was approved.**

Approval of June 7, 2019 Meeting Minutes – Member Cesich made a motion to approve the June 7, 2019 meeting minutes, second by Member Prochaska. **With four members voting aye, the motion carried by a vote of 4-0.**

Committee Business

- *Discussion of Kendall County Economic Development Corporation* – Mr. Koeppel provided the committee with Economic Development Options for 2019/2020. There was consensus by the committee to forward the following three options to the August 15, 2019 Committee of the Whole meeting for further discussion:

1. Add an annual expense to the general fund to contribute to County Economic Development
2. Hire a full-time Economic Development Coordinator
3. Contract for Economic Development Services

Mr. Koeppel also reviewed how other local governments are handling their Economic Development Corporations or Services.

Updates and Reports – Written loan status report provided

Chairs Report – No report

COUNTY OF KENDALL, ILLINOIS
Economic Development Committee

Items for the August 6, 2019 County Board Meeting - None

Items for the August 15, 2019 Committee of the Whole Meeting

- Discussion of Economic Development Options

Public Comment – None

Executive Committee – Not needed

Adjournment - Member Cesich made a motion to adjourn, second by Member Prochaska. There being no objection, the Economic Development Committee meeting was adjourned at 9:51 a.m.

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Clerk

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Office Building

Rooms 209 & 210

111 W. Fox Street, Yorkville, Illinois

9:00 a.m.

Special Meeting Minutes of July 30, 2019 – Unofficial until approved

CALL TO ORDER

The meeting was called to order by Chairman Prochaska at 9:00 a.m. Chairman Prochaska led the attendees in the Pledge of Allegiance.

ROLL CALL

Committee Members Present: Elizabeth Flowers, Scott Gengler, Judy Gilmour, Matt Kellogg (Vice-Chairman), and Matthew Prochaska (Chairman)

Committee Members Absent: None

Also Present: Matt Asselmeier (Senior Planner), Scott Koeppel (County Administrator), Brian Holdiman (Code Compliance Officer), Jeff Spang, Boyd Ingemunson, Kurt Buhle, and Joe Slivka

APPROVAL OF AGENDA

Member Gilmour made a motion, seconded by Member Flowers, to approve the agenda as presented. With a voice vote of five (5) ayes, the motion carried unanimously.

APPROVAL OF MINUTES

Member Gilmour made a motion, seconded by Member Gengler, to approve the minutes of the July 8, 2019, meeting. With a voice vote of five (5) ayes, the motion carried unanimously.

PUBLIC COMMENT

Jeff Spang, Fox Township Supervisor, stated that he sent Fox Township's objections to Petition 19-12 over the previous weekend and he was in attendance to answer any questions regarding that objection.

Boyd Ingemunson, representing the Petitioners for Petition 19-12, stated that he was present to answer any questions from the Committee. Mr. Ingemunson said that the proposed special use meets the requirements of the Zoning Ordinance.

Kurt Buhle stated that he was in attendance regarding Petition 19-12.

Joe Slivka, on behalf of the Village of Lisbon, discussed the property at owned by Vulcan Materials Company. at the corner of Joliet Road and Route 47. This property was subject to an annexation agreement.

PETITIONS

18-04 – Kendall County Regional Planning Commission

Mr. Asselmeier summarized the issue.

On July 11, 2019, Vulcan Materials Company contacted the Kendall County Planning, Building and Zoning Department and stated four (4) properties shown on the maps as unincorporated had been annexed into the Village of Lisbon. The County had no record of this annexation. At their meeting later that day, the Committee of the Whole voted to forward the proposal back to the

Planning, Building and Zoning Committee. On July 16, 2019, Vulcan Materials Company provided Kendall County with annexation agreement dated March 24, 2008, annexing the properties in question into the Village of Lisbon. To the Planning, Building and Zoning Department's knowledge, this document was not recorded.

Mr. Asselmeier stated that Mr. Slivka provided the Planning, Building and Zoning Department a recording document number. Mr. Asselmeier will investigate whether or not the recording document number is connected to the property owned by Vulcan Materials Company. If the properties were party to an executed annexation agreement, then the property should be shown as incorporated. If the annexation agreement was not recorded, then the properties should be shown as mining.

Member Kellogg asked about the legal ramifications if the property is incorrectly shown. Mr. Asselmeier responded the County was relying on the accuracy of the annexation agreement. Also, the map can change at any point in time. Properties could be annexed into or de-annexed from any municipality and the map would need to be updated.

Chairman Prochaska made a motion, seconded by Member Flowers, to have the Vulcan properties colored as incorporated on the Future Land Use Map.

With a voice vote of all five (5) ayes, the motion passed unanimously.

Chairman Prochaska made motion, seconded by Member Flowers, to forward the proposal back to the Committee of the Whole provided that the recording information proves accurate.

With a voice vote of all five (5) ayes, the motion passed unanimously. The Petition will go to the Committee of the Whole on August 15th.

19 – 12 – Robert Bright on Behalf of the Madison Trust and Castle Bank N A and JoAnn Bright-Theis

Mr. Asselmeier summarized the issue.

At their meeting on July 11, 2019, the Committee of the Whole referred this proposal back to the Planning, Building and Zoning Committee because of concerns related to Fox Township's dry regulations and a question regarding ordinance enforcement related to previous events at the property.

The Committee did not waive attorney-client privilege on this matter.

Mr. Spang stated Fox Township was dry. Dry means that alcohol cannot be sold or served except in the case of religious and medicinal uses. Private use of alcohol is allowed.

Mr. Ingemunson stated that retail sales of alcohol was illegal in Fox Township. However, it was not illegal to purchase alcohol in another township and have the alcohol served in Fox Township. Mr. Ingemunson reminded the Committee that the County cannot cede its authority to Fox Township to regulate the special use permit.

Mr. Spang stated the Township codified the dry regulations in order define the term "sell". He argued that the sale of alcohol occurred on the subject property. He also argued that the proposed use at the property was as an event center and not solely a banquet center.

Member Flowers asked if any of the other banquet facilities in Fox Township served alcohol. Mr. Spang responded that, to his knowledge, none of the other banquet facilities served alcohol. Mr. Ingemunson stated that the banquet facility owned by the Mathre family has cocktail hours.

Mr. Ingemunson stated no retail sales of alcohol have occurred on the premises.

Discussion occurred regarding the findings of fact. Mr. Asselmeier explained the reasons why those members of the Zoning Board of Appeals that voted against the findings of fact voted in the way they voted.

Discussion occurred about having a renewal period on the proposed special use permit.

Member Flowers made a motion, seconded by Member Gilmour, to restore the condition that the north and south barn should close at 7:00 p.m. during events with music. Mr. Ingemunson originally expressed concerns regarding clarification of barn doors. Discussion occurred regarding having the barn doors open later than 7:00 p.m. Mr. Buhle requested that the north barn be closed in addition to the south barn door and he favored an earlier door closing time. Mr. Spang favored closing the larger the barn doors and not closing the man-doors. Mr. Ingemunson requested that the north door remain open longer than 7:00 p.m.

The votes were as follows:

Yeas (5): Flowers, Gengler, Gilmour, Kellogg, and Prochaska

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

Discussion occurred regarding horses on property owned by the Kendall County Forest Preserve.

Member Flowers left at this time (9:45 a.m.).

Discussion occurred regarding the safety of Crimmin Road in relation to the proposed use. Mr. Ingemunson felt that the additional traffic generated by the proposed use will be minimal. Member Kellogg noted that the average daily traffic count on Crimmin Road is six hundred (600) cars per day. Mr. Spang explained Fox Township's request for a traffic study.

Chairman Prochaska made a motion, seconded by Member Gengler, to forward this proposal to the August Committee of the Whole meeting. Discussion occurred regarding having final action on this item in the near future.

The votes were as follows:

Yeas (2): Gengler and Prochaska

Nays (2): Gilmour and Kellogg

Abstain (0): None

Absent (1): Flowers

The motion failed.

Member Kellogg made a motion, seconded by Member Gilmour, to limit events to one (1) event per weekend. Mr. Ingemunson favored having more than one (1) event per weekend, but stating that the Petitioners were in favor of any decision by the Committee on this topic.

The votes were as follows:

Yeas (3): Gilmour, Kellogg, and Prochaska
Nays (1): Gengler
Abstain (0): None
Absent (1): Flowers

The motion passed.

Member Kellogg left at this time (10:00 a.m.).

Member Gengler made a motion, seconded by Chairman Prochaska, to forward this proposal to the August Committee of the Whole meeting.

The votes were as follows:

Yeas (2): Gengler and Prochaska
Nays (1): Gilmour
Abstain (0): None
Absent (2): Flowers and Kellogg

The motion carried. The Petition will go to the Committee of the Whole on August 15th.

NEW BUSINESS

Discussion of Recreational Marijuana Zoning Regulations

Mr. Asselmeier provided the Committee with information from the new State law regarding recreational marijuana. If the County chose to allow recreational marijuana related businesses, the County would need to establish zoning regulations for cultivation centers, dispensaries, craft growers, diffusers, and transporting organizations. Staff requested guidance as to which district(s) the uses should be allowed, if the uses should be special uses or permitted uses, the distances to residential uses, churches, schools, parks, and similar areas of protection, parking regulations, and other reasonable restrictions on the uses. If the County wanted zoning regulations in place by January 1, 2020, a petition would need to be originated by September 17th, assuming no special meetings were held.

Mr. Koeppel recommended that either the Planning, Building and Zoning Committee or the County Board should be the petitioner, that an ordinance be in place by January 1, 2020, and that the uses be special uses at least initially. Changes to the law at the State level could occur. Discussion occurred regarding opting-in or opting-out.

Chairman Prochaska requested that an agenda item to start the text amendment process be placed on the next Planning, Building and Zoning Committee agenda.

OLD BUSINESS

Discussion of Part-Time Code Inspector

Mr. Asselmeier provided a draft job description for a part-time code inspector. Mr. Koeppel provided a project cost estimate for the position. Staff requested guidance regarding prioritization of filling the part-time office assistant (zoning) position or the part-time code inspector position.

The consensus of the Committee was to prioritize filling the part-time code inspector position. Mr. Koeppel discussed the possibility of an intern in the Planning, Building and Zoning Department.

Member Gilmour made a motion, seconded by Member Gengler, to authorize Mr. Koeppel to send the draft job description to the State's Attorney's Office for review. With a voice vote of three (3) ayes, the motion carried unanimously.

Approval of a Request for an Opinion from the State's Attorney's Office Regarding the Determination of Fair Market Value Contained in the Land Cash Ordinance

PBZ Chairman Matthew Prochaska would like the State's Attorney's Office to research whether or not a County can have more than one (1) Fair Market Value in a Land Cash Ordinance.

The current Fair Market Value was set in 2014 at \$72,680. Discussion has occurred regarding changing this figure based on updated information.

It is Staff's understanding that Will County uses multiple Fair Market Values, but that State law only allows one (1) Fair Market Value in a Land Cash Ordinance.

Clarity on the matter could be helpful in determining the appropriate values in an updated Land Cash Ordinance.

Chairman Prochaska made a motion, seconded by Member Gengler, to submit a request to the State's Attorney's Office for review of this matter. With a voice vote of three (3) ayes, the motion carried unanimously.

CORRESPONDENCE

None

PUBLIC COMMENT

Jeff Spang stated that he appreciated the efforts of Member Gengler to get Petition 19-12 in front of the County Board. He encouraged the Committee to keep the residents of Fox Township in mind when they consider matters.

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

None

ADJOURNMENT

Member Gilmour made a motion, seconded by Member Gengler, to adjourn. With a voice vote of three (3) ayes, the motion carried unanimously. Chairman Prochaska adjourned the meeting at 10:26 a.m.

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

Enc.

5 year capital plan for Technology Services

2020

1. Network Infrastructure upgrade.
 - a. Replace SAN Network with 10GB Fiber Switches Between CH and Public Safety 4 Total Switches \$85,000 Total
 - i. The SAN network currently is 13 years old. The health status of this equipment is critical in the day to day operations of every department. If this network fails then the result is catastrophic.
 - ii. Utilizing the fiber installed during the security project will allow for cost savings.
 - iii. The current plan is to replace the current infrastructure this year and revisit the infrastructure every 5 years to ensure stability of course services.
 - b. Replace LAN Network with 1GB(10GB Capable) Fiber Switches for \$75,000
 - i. Replacing old switches that range from 14 years of age to 8 years of age on main campus. This connects the buildings together and allows for machines to operate and receive data connections to the internet. The health status of this equipment is critical in the day to day operations of every department.
 - ii. Reducing the LAN switch count from 6 to 4 will ensure cost saving and reduce technology footprint in the County.
 - c. Upgrade remaining POE switches in CH, PSC, and HHS for VoIP integration. \$12,000
 - i. Facilitate upcoming VoIP network that will be leased replacing current pot lines
 - ii. Support PoE phones to eliminate power supplies for every phone.
2. Consulting Company for setup and integration of Office G1 accounts into hybrid environment. Cost \$12,000
 - a. Engineer proper solution for Cloud migration
 - b. Migrate 120 mailbox accounts to Cloud based inbox.
 - c. Facilitate SharePoint setup environment
 - d. Cloud archive setup for existing software
3. Upgrade Servers to Newest Version of Windows \$10,000
 - a. All servers are currently Server 2012 R2 and a few are 2008 R2
 - b. Server 2012 will be near end of life by 2021

5 year capital plan for Technology Services

2020(Continued)

1. Purchase 3 Hyper-converged systems to replace virtual infrastructure. \$120,000
 - a. Currently the County maintains 9 host servers and 8 SANs. This technology is dated and the SAN technology is in the process of being replaced by new equipment.
 - b. Implementing a Hyper-converged system will mitigate the cost of repurchasing a SAN every year varying between \$45,000 and \$25,000 depending on size requirements. It is also reducing the need to purchase any host servers every 3-5 years at \$20,000. Potential eliminating the need for VMware licensing. Through system AI learning, it will calculate when a new cluster is needed to be added.
 - c. Currently a hyper-converged system will act as an “All in one” system and combine multiple pieces of hardware into one singular unit.
 - d. Cloud based Disaster recovery will be requested in annual maintenance contract to ensure data redundancy outside of campus footprint.
2. Implement transparency software to allow for public knowledge of financials and other items. Cost \$22,000
 - a. Public knowledge of documents will be available on a web portal and become a source of information for potential future FOIA requests.
 - b. Provide a window into the operations of the County Financials.

2022

3. Purchase document management system to reduce the massive amount of paper storage into virtual storage. \$120,000.
 - a. Purchasing the “commercial” content management license from Tyler. This will allow us to utilize that as a “housing” area instead of purchasing a new environment.
 - b. Utilize a scanning company to properly scan and Meta tag all paper documents the County currently has.
 - c. Implement a signature SaaS to facilitate paper documents such as contracts, employee documents, and other documents that require a signature. These documents would be electronically signed by all parties and stored on a centralized content management server. This will in essence reduce the amount of printing that takes place inside of the County.

5 year capital plan for Technology Services

2023

1. Add additional Hyper-converged cluster: \$40,000
 - a. Additional node will add additional performance to the network and will be the last node that needs to be added for 3 years.
 - b. Load balancing between the clusters will allow for increased speed on internal network for hosted platforms.
2. Upgrade Sophos Firewalls to current hardware: \$18,000
 - a. Hardware will be close to shelf life and need to be upgraded
 - b. Potential for Cloud based FW integration

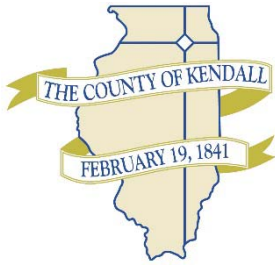
2024

1. Run new fiber for main campus to replace OM3 that was installed in 2004. Total cost \$50,000
 - a. Line deprecation for OM3 will be more relevant in the current years and affect the speed at which new equipment transfers at.
 - b. The OM3 classification for the fiber is outdated and doesn't support faster speeds for the current layout that the County is building towards.

2025

1. Replace Wireless Controller and AP's- \$60,000
 - a. The equipment is dated at 6 years old as of 2019 and in need of replacement.
 - b. Currently the signaling for the controller is dated to only see B and N signals. This doesn't allow for full scaling on new wireless devices purchased by the County.
2. Upgrade Windows 10 to next foreseeable version. \$50,000
 - a. Windows 10 has been deemed the "Forever OS", but end of support is listed as October 25th, 2025. If no migration to a new OS occurs and a simple revamp of support is needed, then funds will be allocated towards this.

FY	2020	2021	2022	2023	2024	2025
Cost	\$336,000	\$0	\$120,000	\$58,000	\$50,000	\$110,000



Kendall County Agenda Briefing

Committee: Admin HR

Meeting Date: July 17, 2019

Amount: Not to exceed \$15,000

Budget: 510-2-000-6215 - GIS Fund - Consultants - \$8,000

Issue: GIS Department is in need of replacing on-premise servers and storage.

Background and Discussion:

GIS Inc. reviewed the current system and have developed a cloud deployment strategy that meets industry standards and allows Kendall County to meet our current and future goals. They estimate 90-110 hours for deployment, which can be covered with the 15.5 hours from the previous 'Support Block' of 30 hours and then covered by purchasing their 'Support Block' of 95 hours at \$15,000.

Following legal review in June 2019, GIS Inc. accepted all changes put forth by the State's Attorney Office. Please note that the \$15,000 payment for a block of 95 hours is paid up front before work begins and is non-refundable.

Consultants Budget Line will exceed \$13,000, but the overall budget will not be exceeded due to Hardware Budget Line being at \$6,000 (actual) to \$32,000 (budget).

Committee Action:

Motion made by Member Gengler, second by Member Vickers. With four members voting aye, the Agreement was approved to be forwarded to County Board by a 4-0 vote.

Staff Recommendation:

Staff recommends that the cloud deployment is performed.

Prepared by: Meagan Briganti

Department: GIS

Date: July 29, 2019

Cloud Deployment Summary

Current Environment

- 8+ year old servers – Windows Server 2008, lost support recently, which means no security updates
- Microsoft SQL Server 2008 – also lost support and security
- ArcGIS Enterprise version 10.2.2 is a retired product and limits support to only online resources
- Handful of scripts, written by previous employees, are no longer supported and will break when upgrade occurs
- In addition to the Host Server and 3 SANs, have to pay for VMware licensing, Microsoft SQL, and Sophos Server Endpoint

GIS Inc. Cloud Assessment

- Upgrade and update servers, software, and scripts
- Move data to the cloud for:
 - Increased physical and cyber security
 - Ability to scale up or down, as needed
 - Reduce cost on hardware and licensing
- Build out the production environment using the supported ESRI deployment pattern, in order to:
 - Streamline current workflows
 - Maximize software capability and new user licensing options
 - Expand the use of GIS to additional departments using ESRI Portal for ArcGIS
- Estimates
 - 90-110 hours for deployment and upgrading software and scripts
 - \$1,500 per month for cloud services
 - \$1,300 per month for production environment
 - \$200 per month for developer environment

Staff Recommendations

- A cloud environment enables us to only pay for what we need, improve our current services, and provide a better product to Kendall County.
- It provides a budgetary savings of \$6,000, along with scalable equipment and modern scripts.
- We will be able to fully utilize software capabilities that are already paid for.
- Staff recommends purchasing a 95 hour Support Block from GIS Inc. to cover deployment and upgrade.
 - Contract was previously approved by State's Attorney in June 2019.
- Staff recommends purchasing the cloud services directly from Amazon Web Services, as GIS Inc. charges a 10% processing fee.

GL Account	2019 Budget	2019 Actual	2020 Budget
6215 – Consultants	\$8,000	\$21,190	\$8,000
6586 – Hardware Expenses	\$32,000	\$6,000	\$8,000
– Cloud Services	-	-	\$18,000
Total	\$40,000	\$27,190	\$34,000
	Savings	\$12,810	\$6,000



*Inspired by
Location*

Kendall County, IL

Cloud Hosting Recommendations

July 11, 2019

Laura Wilson
Technical Architect
p: 205.725.5902
e: laura.wilson@gisinc.com

Geographic Information Services, Inc.
2100 Riverchase Center, Suite 105
Birmingham, AL 35244
p: 205.941.0442 | f: 205.982.7733 | w: gisinc.com

Overview

Kendall County engaged GISinc to review the current GIS environment and provide recommendations for moving to a cloud hosted GIS environment at the latest Esri version of ArcGIS Enterprise. The county identified a preference for Amazon Web Services hosting (AWS). The following document summarizes recommendations for cloud hosting and a platform upgrade.

Cloud Hosting Benefits

Moving to a cloud hosted environment offers many benefits. In addition to potential cost savings, key factors in return on investment in a cloud deployment include increased reliability, convenience and security:

- Increased security (physical and cyber): Information will be stored in highly secure data centers with physical barriers and surveillance. Leverage AWS cyber security expertise, continuous monitoring, regular auditing and controlled access.
- Reduce dependency and maintenance costs for on premise hardware
- Ability to scale up or down as needed
- Update to latest version of Esri to maximize software capability and new user licensing options
- Expand the use of GIS to additional departments using Esri Portal for ArcGIS

Review of Current Environment

GISinc met with the county several times, reviewed current on-premise servers, software licensing, data and hosting needs and identified script dependencies. Based on this review, the AWS implementation recommendations were developed for server configuration and sizing. The use of the system should be reviewed at least yearly and server specifications adjusted according to need as the County expands use of GIS.

Upgrade Software Version

County is currently at ArcGIS Enterprise version 10.2.2 which is a Retired product by Esri. This limits technical support to only online resources. More information can be found at the [Esri Product Lifecycle](#) website.

GISinc recommends upgrading to the latest version 10.7.1 and planning for yearly maintenance upgrades to stay within at least 2 versions of the current released products. This will ensure technical support is available and patches and hotfixes can be obtained on release.

Version	Release Date	General Availability	Extended Support	Mature Support	Retired
10.7.1	June 27, 2019	Jun 2019 - May 2021	Jun 2021 - May 2023	Jun 2023 - May 2025	June 01, 2025
10.7	March 21, 2019	Mar 2019 - Sep 2020	-	Oct 2020 - Mar 2022	April 01, 2022
10.6.1	July 17, 2018	Jul 2018 - Dec 2019	Jan 2020 - Dec 2021	Jan 2022 - Dec 2023	January 01, 2024
10.6	January 17, 2018	Jan 2018 - Dec 2019	Jan 2020 - Dec 2021	Jan 2022 - Dec 2023	January 01, 2024
10.5.1	June 29, 2017	Jun 2017 - Nov 2018	Dec 2018 - Nov 2020	Dec 2020 - Nov 2022	December 01, 2022
10.5	December 15, 2016	Dec 2016 - Nov 2018	Dec 2018 - Nov 2020	Dec 2020 - Nov 2022	December 01, 2022
10.4.1	May 31, 2016	May 2016 - Jan 2018	Feb 2018 - Jan 2020	Feb 2020 - Jan 2022	February 01, 2022
10.4	February 18, 2016	Feb 2016 - Jan 2018	Feb 2018 - Jan 2020	Feb 2020 - Jan 2022	February 01, 2022
10.3.1	May 13, 2015	May 2015 - Nov 2016	Dec 2016 - Nov 2018	Dec 2018 - Nov 2020	December 01, 2020
10.3	December 10, 2014	Dec 2014 - Nov 2016	Dec 2016 - Nov 2018	Dec 2018 - Nov 2020	December 01, 2020
10.2.2	April 15, 2014	Apr 2014 - Jun 2015	Jul 2015 - Jun 2017	Jul 2017 - Jun 2019	July 01, 2019

Figure 1: Esri Enterprise Product Release Cycle

Consolidate Platform and Leverage User Types

The county leverages ArcGIS Online as well as on premise ArcGIS Server. By implementing the latest version of ArcGIS Enterprise, the County users can be streamlined into a single platform using Portal for ArcGIS. This will reduce the amount of user administration required.

By moving to 10.7.1, the County can leverage the new [Esri User Roles](#) for viewing, editing, field collection and publishing. This provides the potential for cost savings by applying the lowest level license required.



More information can be found at the Esri Blogs:

<https://www.esri.com/arcgis-blog/products/arcgis-enterprise/announcements/user-types-flexible-licensing-for-arcgis-enterprise/>

<https://www.esri.com/arcgis-blog/products/arcgis-online/announcements/whats-coming-in-arcgis-online-introducing-user-types/>

Production Environment in AWS

GISinc recommends the following platform configuration in AWS based on current and future expanded use of the GIS system by the County.

Implementation

Build out the production environment using the supported Esri deployment pattern. The base deployment of ArcGIS Enterprise comprises the following components:

- Portal for ArcGIS
- ArcGIS Server: Federated with the Portal and designated as the Portal's hosting server.
- ArcGIS Data Store: Hosts relational data, registered with the server as its managed database.
- ArcGIS Web Adaptor: Two instances, one configured with the portal and one with the server.
- Database: Data hosting and editing

In this configuration, users access your web GIS resources through the portal website. Administrators and publishers can access ArcGIS Server directly for their purposes.

Database Recommendation

The recommendation below includes a PostgreSQL database using the AWS [On-Demand Amazon Relational Database Service](#) (RDS). This is designed to minimize licensing and server costs for hosting a relational database in AWS. RDS provides cost-efficient, resizable capacity for an industry-standard relational database and manages common database administration tasks.

Figure 2: Overview of Amazon RDS

Overview of Amazon RDS

Why do you want a managed relational database service? Because Amazon RDS takes over many of the difficult or tedious management tasks of a relational database:

- When you buy a server, you get CPU, memory, storage, and IOPS, all bundled together. With Amazon RDS, these are split apart so that you can scale them independently. If you need more CPU, less IOPS, or more storage, you can easily allocate them.
- Amazon RDS manages backups, software patching, automatic failure detection, and recovery.
- To deliver a managed service experience, Amazon RDS doesn't provide shell access to DB instances, and it restricts access to certain system procedures and tables that require advanced privileges.
- You can have automated backups performed when you need them, or manually create your own backup snapshot. You can use these backups to restore a database. The Amazon RDS restore process works reliably and efficiently.
- You can get high availability with a primary instance and a synchronous secondary instance that you can fail over to when problems occur. You can also use MySQL, MariaDB, or PostgreSQL Read Replicas to increase read scaling.
- You can use the database products you are already familiar with: MySQL, MariaDB, PostgreSQL, Oracle, Microsoft SQL Server.
- In addition to the security in your database package, you can help control who can access your RDS databases by using AWS Identity and Access Management (IAM) to define users and permissions. You can also help protect your databases by putting them in a virtual private cloud.

AWS Environment Specifications

Setup a the following instances, using this [estimate](#) as a guide.






Initial Monthly Cost Estimate:

\$1271.56


Server Configuration:

- Web: t3.medium
- ArcGIS Server: m5.xlarge
- Portal: t3.xlarge
- Datastore: t3.xlarge
- RDS: db.m5.xlarge




Compute: Amazon EC2 Instances:

	Description	Instances	Usage	Type	Billing Option	Monthly Cost
	Web	1	100 % Utilized/Mc	Windows on t3.medium Detail Monitored	On-Demand (No Cor)	\$ 46.02
	ArcGIS Server	1	100 % Utilized/Mc	Windows on m5.xlarge Detail Monitored	On-Demand (No Cor)	\$ 277.34
	Portal	1	100 % Utilized/Mc	Windows on t3.xlarge Detail Monitored	On-Demand (No Cor)	\$ 177.78
	Datastore	1	100 % Utilized/Mc	Windows on t3.xlarge Detail Monitored	On-Demand (No Cor)	\$ 177.78
	Add New Row					

Compute: Amazon EC2 Dedicated Hosts:

Description	Number of Hosts	Usage	Type	Billing Option
	Add New Row			

Storage: Amazon EBS Volumes:


Storage: Amazon EBS Volumes									
	Description	Volumes	Volume Type	Storage	IOPS	Baseline Throughput		Snapshot Storage	
	C	5	General Purpose SSD (gp2) ▼	100 GB	300	128	MBs/sec	10	% Change for weekly snapshots
	D	5	General Purpose SSD (gp2) ▼	100 GB	300	128	MBs/sec	10	% Change for weekly snapshots
	Add New Row								

Services

Estimate of your Monthly Bill (\$ 1271.56)





Estimate of Your Monthly Bill

☒ Show First Month's Bill (include all one-time fees, if any)

 Below you will see an estimate of your monthly bill. Expand each line item to see cost breakout of each service. To save this bill and input values, click on 'Save and Share' button. To remove the service from the estimate, jump back to the service and clear the specific service's form.

Export to CSV

Save and Share

	Amazon EC2 Service (US East (N. Virginia))		\$	842.22
	Compute:	\$	678.92	
	EBS Volumes:	\$	100.00	
	EBS IOPS:	\$	0.00	
	EBS Snapshots:	\$	63.30	
	Amazon S3 Service (US East (N. Virginia))		\$	47.11
	S3 Standard Storage:	\$	47.11	
	Amazon RDS Service (US East (N. Virginia))		\$	272.10
	DB instances:	\$	260.60	
	Storage:	\$	11.50	
	AWS Support (Business)		\$	115.60
	Support for all AWS services:	\$	115.60	
Free Tier Discount:			\$	-5.47
Total Monthly Payment:			\$	1271.56

Database Migration

After the Installation phase, the existing data would need to be migrated to the AWS PostgreSQL RDS instance. There are 3 databases to migrate:

- KENDGIS
- KENDEHEALTH
- Webapps

We recommend that the SQL data be exported as file geodatabases and import into the AWS RDS.

Script Development

There are several existing scripts that will need to be modified to work in the new AWS environment.

- **Push to AWS:** Development of a new script that will push internal data to AWS.
- **OP Join Script:** Python script that creates a joined table.
- **Devnet Scripts:** Two SQL Server Integration scripts that copy data from devnet to KENDGIS SQL Server database. This script will need to be re-implement in python to support use in AWS with PostgreSQL.
- **Recorder Report Script:** This tool is a manually run executable that copies data from a htm file and inputs the data into the SQL Server database. Will need to re-implement in python

Development Environment in AWS

GISinc recommends establishing a separate development environment. The County currently has subscription to ArcGIS For Developers which entitles a Developer Enterprise Server environment. Installation and configuration of the following Esri components on a single server as an all-in-one implementation.

- Portal for ArcGIS
- ArcGIS Server
- ArcGIS Datastore
- Web Adaptor

Benefits of Using a Development Environment

This environment would be used as a proving ground to test functionality, data changes and other modifications without impacting Production. Development environments are also beneficial in testing out patches and new software versions to ensure impact to Production is minimized.

- This environment can be lightweight, and all software combined to a single server to minimize expense. The Development server does not need to run continuously.
- We recommend turning this server off when not in use to provide additional cost savings in AWS.
- Review the server size and utilization of the Development server after 3-6 months. Adjust the server size as needed to accommodate actual needs.
- Purchase a reserved instance (up-front cost) once sizing is determined. This will be less expensive than On Demand.

AWS Environment Specifications

Setup a single EC2 instance, using this [estimate](#) as a guide, that can be shut down when not in use.

Initial Monthly Cost Estimate:

\$197.63

Server Configuration:

- t3.xlarge with 100GB storage on C: (software) and D: (data and files)

Compute: Amazon EC2 Instances:

Description	Instances	Usage	Type	Billing Option	Monthly Cost
Dev All In One	1	100 % Utilized/Mo	Windows on t3.xlarge	On-Demand (No Cor	\$ 175.68
Add New Row					

Compute: Amazon EC2 Dedicated Hosts:

Description	Number of Hosts	Usage	Type	Billing Option
Add New Row				

Storage: Amazon EBS Volumes:

Description	Volumes	Volume Type	Storage	IOPS	Baseline Throughput	Snapshot Storage
C	1	General Purpose SSD (gp2)	100 GB	300	128 MBs/sec	0 GB-month of Storage
D	1	General Purpose SSD (gp2)	100 GB	300	128 MBs/sec	0 % Change for weekly snapshots
Add New Row						

Services

Estimate of your Monthly Bill (\$ 197.63)

Estimate of Your Monthly Bill

☒ Show First Month's Bill (include all one-time fees, if any)

Below you will see an estimate of your monthly bill. Expand each line item to see cost breakout of each service. To save this bill and input values, click on 'Save and Share' button. To remove the service from the estimate, jump back to the service and clear the specific service's form.

Export to CSV

Save and Share

<div><div></div><div>Amazon EC2 Service (US East (N. Virginia))</div></div>		\$	200.68
Compute:		\$	175.68
EBS Volumes:		\$	20.00
EBS IOPS:		\$	0.00
EBS Snapshots:		\$	5.00
<div><div></div><div>AWS Support (Basic)</div></div>		\$	0.00
Free Tier Discount:		\$	-3.05
Total Monthly Payment:		\$	197.63

Implementation Estimates

GISinc estimates the following number of hours for the deployment to AWS. These are estimates based on experience and indicate a rough order of magnitude (+/- 20%) for recommended tasks. These are estimates only and actual time required may be more or less than the estimate.

Task	Estimated Hours +/- 20%	Description
AWS Environment Setup	6-8	Create AWS account Setup EC2 Instances Create user accounts Create security groups
Database Migration	8-10	Migrate 3 SQL databases Export to FGDB Import to new AWS RDS Testing and validation (1 hour)
ArcGIS 10.7.1 Implementation	18-22	Install ArcGIS Server, Portal, Data Store, 2 Web Adapters Configure software, SSL certificates Federation Configure authentication Basic documentation and architecture diagram (2 hours) Walkthrough \ Knowledge Transfer session (1 hour)
Script Modifications	35-40	Push data to AWS Script OP Join Script Devnet Scripts Recorder Report Script Testing, Deployment, Documentation
Development Environment	18-20	AWS Environment Setup (1 hour) ArcGIS 10.7.1 Implementation (16-18)
Project Management Review Meetings	2-4	Client review meetings Resource allocation \ internal tasking Status report (monthly)
Content Deployment	2-4	Support for County in deployment of data, services, apps from Portal to AGO. Setting up users, etc. Ad Hoc questions

June 6, 2019

Meagan Briganti
GIS Coordinator
Kendall County Technology Services
111 Fox Rd, Yorkville, IL 60560

Dear Meagan,

Thank you for your interest in our GIS Support Block. Included in the following pages are GISinc's Support Block details and prices.

GIS Support Blocks will provide a vehicle for accessing GIS support on-demand for the County of Kendall, IL. I hope you find this information helpful. If I can provide further assistance, please do not hesitate to contact me.

Thank you again for your interest. We look forward to working with you.

Sincerely,



Corey Baker
Business Development Manager
Geographic Information Services, Inc.
2100 Riverchase Center, Suite 105 | Birmingham, AL 35244
p: (205) 725-5942 | c: (205) 504-2825 | e: corey.baker@gisinc.com

I. GIS Support Block

GIS Support Blocks provide a vehicle for accessing GIS support on-demand. Once a GIS Support Block is put in place, GISinc will provide professional services to assist the County with GIS support. All services provided as part of the GIS Support Blocks will be conducted by the most effective and cost-efficient method, including: virtually through remote network access, telephone conference calls, Internet (WebEx) demonstrations, or on-site consultants.

How do GIS Support Blocks work?

Once the GIS Support Block vehicle is in place, GISinc will provide the County with a single point-of-contact. GISinc will identify the support tasks and establish a communication plan for coordinating the activities of the task as well as status reporting. We will match the support task with the correct GISinc resource.

If a support task becomes large, GISinc may require using a management team. This function includes people, processes, and technology that are designed to make sure that the County receives outstanding value. Milestones and completion dates will be established for the Planning and Analysis, Client review, Design, Client review, Development, Testing, and Installation/Implementation phases of a large task or project. There are many tasks and risks that have the potential to derail a project. To manage this effort, larger tasks or projects that we execute are assigned a Project Coordinator or Technical Architect from GISinc.

II. Pricing & Acceptance

Prepaid blocks of hours can be purchased at the prices listed in Table 1 and volume discounts are included at each block level. Support block hours expire after 12 months from the date of signature. GISinc will invoice Kendall County, IL (“the County”) for the full amount of the support block amount upon receiving the signed form.

You may indicate your acceptance of the above proposal and the attached Standard Terms and Conditions with a signature from authorized personnel at the County. Any technology licensing expenses or travel incurred by GISinc while performing GIS Support Block services for the County, which are pre-approved by the County, will be billed at actual costs .

Quotation Terms and Conditions

This quotation is valid for thirty (30) days from the date of Customer’s receipt of this proposal unless otherwise stated and does not include shipping or tax unless otherwise stated. To the extent permitted by law, this quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase.

TABLE 1	
<u>Price</u>	<u>Block of Hours</u>
\$5,000	30
\$10,000	60
\$15,000	95
\$20,000	135
\$25,000	175
\$30,000	215
\$50,000	370
\$60,000	455
\$75,000	585
\$100,000	800



Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Geographic Information Services, Inc ("GISinc") to Kendall County, Illinois, a unit of local government ("Customer"). These Terms and Conditions, together with the proposal, shall constitute the entire agreement ("Agreement") between the parties.

These Terms and Conditions are governed by the terms of any applicable License Agreement for any incorporated software ("License Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the License Agreement.

1. GENERAL PROVISIONS.

The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that GISinc has not authorized any of its sales agents or representatives to make any representations, warranties or agreements other than as set forth in the Agreement on behalf of, or to bind GISinc in any way. The proposal is valid for thirty (30) days from date of Customer's receipt of the proposal and unless otherwise stated.

2. SCOPE OF SERVICES.

During the term of the Agreement, GISinc shall furnish the services as set forth in the **Proposal** Agreement.

3. WORK PERFORMANCE.

GISinc agrees that all work performed hereunder shall be performed on a best effort basis by GISinc's staff having an appropriate experience and skill level, and in compliance with the Agreement.

4. TAXES.

Unless this Agreement specifies otherwise, the price included in the proposal does not include, and, to the extent required by law, Customer is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Agreement. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or evidence of exemption.

5. CHANGES.

No changes, modification, amendment shall be binding upon the parties unless otherwise agreed to in writing by both parties.

appropriate change..

6. INVOICE AND PAYMENT.

Customer shall pay GISinc in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). GISinc will bill Customer monthly for all pre-approved travel expenses .

7. CANCELLATION.

Customer shall provide thirty (30) days written notice to GISinc prior to canceling an order. Customer will compensate GISinc for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions. Upon receipt of a termination notice, GISinc. Shall take all reasonable steps to minimize the costs associated with termination of services. Customer shall not be liable for those costs and expenses resulting from GISinc's failure to mitigate such losses. Further, Customer shall not be liable for any other additional payments, penalties and/or early termination charges.

8. ASSIGNMENT.

Neither party shall assign any of its rights or interest in this Agreement or subcontract all or substantially all of its performance of this Agreement without the other party's prior written consent.

9. INDEMNITY.

GIS, Inc. shall indemnify, defend with counsel of Customer's choosing, and hold harmless the Customer, its officers and employees from and against damages, claims liabilities, fines, penalties and expenses (to include reasonable attorney's fees) due to its negligent acts, willful misconduct, errors or omissions of any GISinc employee during the performance of its obligations hereunder that arise out of (1) injuries or death to persons or damage to property, (2) services and/or deliverables agreed to under this order (3) violation of any federal, state, county or municipal laws.

GISinc's duty to defend and hold harmless Customer shall not apply to any liability claim for damages or injuries arising from or as a result of the negligence of Customer . Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Customer pursuant to this section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Customer's participate in its defense shall not remove GISinc's duty to indemnify, defend, and hold Customer harmless, as set forth above. Customer does not waive its defenses or immunities under the Local Government and Governmental Employees Tort

Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive termination of this Agreement.

GISinc shall have no liability for any claim of infringement to the extent based on (1) the use of a superseded or altered version of any GISinc provided product or framework or (2) the combination, operation or use of the GISinc provided product with software, hardware or other materials not furnished or authorized to be used by GISinc.

10. WARRANTY.

GISinc warrants that it will perform the services in good faith and in conformance with professional industry standards. All GISinc employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services.

GISinc warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement.

11. FORCE MAJEURE.

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, floods, earthquake, embargo, , and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

12. SERVERABILITY.

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect.

13. GOVERNING LAW.

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Illinois without regard to the conflict of law rules thereof.

14. DISPUTE RESOLUTION.

Customer and GISinc shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. If a claim is not resolved by negotiation within thirty (30) days of notification, either

party is free to pursue any legal remedies at law or in equity. The parties agree that the venue for any legal proceedings between them shall be a court of competent jurisdiction in the State of Illinois.

15. OTHER.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Illinois without regard to conflicts of laws provisions thereof.

Non-Discrimination. GISinc., its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

Certification. GISinc. Certifies that GISinc., its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). GISinc. further certifies by signing the agreement that GISinc., its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has GISinc. Made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent or employee of the company been so convicted nor made such an admission. Conflict of Interest. Both parties affirm no officer or elected official of the Customer has a direct or indirect pecuniary interest in GISinc. or this Agreement, or, if any officer or elected official of Customer does have a direct or indirect pecuniary interest in GISinc. or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Both GISinc and Customer will comply with all laws applicable to the Agreement.

All notices given under the Agreement will be effective when received in writing. Notices to the Customer and GISinc will be sent to the address provided in the proposal.

Changes to the Agreement must be in writing and must be signed by both parties.

16. COMPLETE AGREEMENT.

Customer acknowledges that it has read the Agreement, understands it and agrees to be bound by the Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Customer and GISinc related to the subject matter of this Agreement. No amendment or modification of this Agreement shall bind either party unless it is in writing and is signed by Customer's authorized representative and an authorized representative of GISinc.

Kendall County, IL

Support Block

Amount: \$ _____

Signature: _____

Name: _____

Title: _____

Date: _____

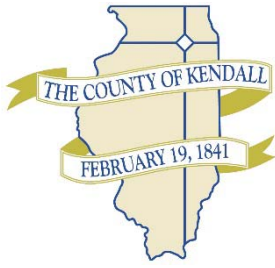
Geographic Information Services, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____



Kendall County Agenda Briefing

Committee: Admin HR

Meeting Date: July 17, 2019

Amount: Not to exceed \$1,500 per month

Budget: 510-2-000-6586 - GIS Fund - Hardware Expenses - \$32,000

Issue: Approval of contract to Amazon Web Services for monthly Cloud Service Payment

Background and Discussion:

Following GIS Inc. cloud deployment, the monthly cost for the cloud environment will not exceed \$1,500.

Committee Action:

There was consensus to request if changes to the contract were possible. If changes are not possible the contract should then be forwarded to the August 6, Board Meeting for approval.

Staff Recommendation:

Staff recommends that the monthly cloud service payment is performed.

Prepared by: Meagan Briganti

Department: GIS

Date: July 29, 2019

AWS Customer Agreement

*If your address is in India, please review the [AISPL Customer Agreement](#), which governs your access to and use of the Service Offerings.

*Please note that as of July 1, 2018, customers located in Europe, the Middle East, or Africa contract with our European based AWS Contracting Party, as provided in Section 14. See the [AWS Europe FAQ](#) for more information.

Last Updated: April 30, 2019

[See What's Changed](#)

This AWS Customer Agreement (this “Agreement”) contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below) and is an agreement between the applicable AWS Contracting Party specified in Section 14 below (also referred to as “AWS,” “we,” “us,” or “our”) and you or the entity you represent (“you” or “your”). This Agreement takes effect when you click an “I Accept” button or check box presented with these terms or, if earlier, when you use any of the Service Offerings (the “Effective Date”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 14 for definitions of certain capitalized terms used in this Agreement.

1. Use of the Service Offerings.

1.1 Generally. You may access and use the Service Offerings in accordance with this Agreement. Service Level Agreements and Service Terms apply to certain Service Offerings. You will comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Service Offerings.

1.2 Your Account. To access the Services, you must have an AWS account associated with a valid email address and a valid form of payment. Unless explicitly permitted by the Service Terms, you will only create one account per email address.

1.3 Third-Party Content. Third-Party Content may be used by you at your election. Third-Party Content is governed by this Agreement and, if applicable, separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate fees and charges.

2. Changes.

2.1 To the Services. We may change or discontinue any of the Services from time to time. We will provide you at least 12 months’ prior notice if we discontinue material functionality of a Service that you are using, or materially alter a customer-facing API that you are using in a backwards-incompatible fashion, except that this notice will not be required if the 12 month notice period (a) would pose a security or intellectual property issue to us or the Services, (b) is economically or technically burdensome, or (c) would cause us to violate legal requirements.

2.2 To the Service Level Agreements. We may change, discontinue or add Service Level Agreements from time to time in accordance with Section 12.

3. Security and Data Privacy.

3.1 AWS Security. Without limiting Section 10 or your obligations under Section 4.2, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

3.2 Data Privacy. You may specify the AWS regions in which Your Content will be stored. You consent to the storage of Your Content in, and transfer of Your Content into, the AWS regions you select. We will not access or use Your Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. We will not (a) disclose Your Content to any government or third party or (b) subject to Section 3.3, move Your Content from the AWS regions selected by you; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3.2. We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage. The Privacy Policy does not apply to Your Content.

3.3 Service Attributes. To provide billing and administration services, we may process Service Attributes in the AWS region(s) where you use the Service Offerings and the AWS regions in the United States. To provide you with support services initiated by you and investigate fraud, abuse or violations of this Agreement, we may process Service Attributes where we maintain our support and investigation personnel.

4. Your Responsibilities.

4.1 Your Accounts. Except to the extent caused by our breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and (b) we and our affiliates are not responsible for unauthorized access to your account.

4.2 Your Content. You will ensure that Your Content and your and End Users' use of Your Content or the Service Offerings will not violate any of the Policies or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Your Content.

4.3 Your Security and Backup. You are responsible for properly configuring and using the Service Offerings and otherwise taking appropriate action to secure, protect and backup your accounts and Your Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Content from unauthorized access and routinely archiving Your Content.

4.4 Log-In Credentials and Account Keys. AWS log-in credentials and private keys generated by the Services are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

4.5 End Users. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Service Offerings. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Content and the Service Offerings by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

5. Fees and Payment.

5.1 Service Fees. We calculate and bill fees and charges monthly. We may bill you more frequently for fees accrued if we suspect that your account is fraudulent or at risk of non-payment. You will pay us the applicable fees and charges for use of the Service Offerings as described on the AWS Site using one of the payment methods we support. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the AWS Site, unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days' prior notice. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

5.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of Indirect Taxes. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Indirect Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

6. Temporary Suspension.

6.1 Generally. We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:

- (a) your or an End User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) could adversely impact our systems, the Service Offerings or the systems or Content of any other AWS customer, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;
- (b) you are, or any End User is, in breach of this Agreement;
- (c) you are in breach of your payment obligations under Section 5; or
- (d) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

6.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings:

- (a) you remain responsible for all fees and charges you incur during the period of suspension; and
- (b) you will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

7. Term; Termination.

7.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 7. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 7.2.

7.2 Termination.

- (a) Termination for Convenience. You may terminate this Agreement for any reason by providing us notice and closing your account for all Services for which we provide an account closing mechanism. We may terminate this Agreement for any reason by providing you at least 30 days' advance notice.
- (b) Termination for Cause.
 - (i) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. No later than the Termination Date, you will close your account.
 - (ii) By Us. We may also terminate this Agreement immediately upon notice to you (A) for cause if we have the right to suspend under Section 6, (B) if our relationship with a third-party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, or (C) in order to comply with the law or requests of governmental entities.

7.3 Effect of Termination.

- (a) Generally. Upon the Termination Date:
 - (i) except as provided in Section 7.3(b), all your rights under this Agreement immediately terminate;
 - (ii) you remain responsible for all fees and charges you have incurred through the Termination Date and are responsible for any fees and charges you incur during the post-termination period described in Section 7.3(b);
 - (iii) you will immediately return or, if instructed by us, destroy all AWS Content in your possession; and
 - (iv) Sections 4.1, 5, 7.3, 8 (except the license granted to you in Section 8.3), 9, 10, 11, 13 and 14 will continue to apply in accordance with their terms.

(b) Post-Termination. Unless we terminate your use of the Service Offerings pursuant to Section 7.2(b), during the 30 days following the Termination Date:

- (i) we will not take action to remove from the AWS systems any of Your Content as a result of the termination; and
- (ii) we will allow you to retrieve Your Content from the Services only if you have paid all amounts due under this Agreement.

For any use of the Services after the Termination Date, the terms of this Agreement will apply and you will pay the applicable fees at the rates under Section 5.

8. Proprietary Rights.

8.1 Your Content. Except as provided in this Section 8, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content to provide the Service Offerings to you and any End Users.

8.2 Adequate Rights. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Suggestions; (b) you have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content or End Users' use of Your Content or the Service Offerings will violate the Acceptable Use Policy.

8.3 Service Offerings License. We or our licensors own all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following: (a) access and use the Services solely in accordance with this Agreement; and (b) copy and use the AWS Content solely in connection with your permitted use of the Services. Except as provided in this Section 8.3, you obtain no rights under this Agreement from us, our affiliates or our licensors to the Service Offerings, including any related intellectual property rights. Some AWS Content and Third-Party Content may be provided to you under a separate license, such as the Apache License, Version 2.0, or other open source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to the AWS Content or Third-Party Content that is the subject of such separate license.

8.4 License Restrictions. Neither you nor any End User will use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings is provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings (except to the extent applicable law doesn't allow this restriction), (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. You may only use the AWS Marks in accordance with the Trademark Use Guidelines. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

8.5 Suggestions. If you provide any Suggestions to us or our affiliates, we and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

9. Indemnification.

9.1 General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your AWS account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

9.2 Intellectual Property.

(a) Subject to the limitations in this Section 9, AWS will defend you and your employees, officers, and directors against any third-party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(b) Subject to the limitations in this Section 9, you will defend AWS, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(c) Neither party will have obligations or liability under this Section 9.2 arising from infringement by combinations of the Services or Your Content, as applicable, with any other product, service, software, data, content or method. In addition, AWS will have no obligations or liability arising from your or any End User's use of the Services after AWS has notified you to discontinue such use. The remedies provided in this Section 9.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Content.

(d) For any claim covered by Section 9.2(a), AWS will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.

9.3 Process. The obligations under this Section 9 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

10. Disclaimers.

THE SERVICE OFFERINGS ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

11. Limitations of Liability.

WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 9.2, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT

GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION 11 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. Modifications to the Agreement.

We may modify this Agreement (including any Policies) at any time by posting a revised version on the AWS Site or by otherwise notifying you in accordance with Section 13.10; provided, however, that we will provide at least 90 days' advance notice in accordance with Section 13.10 for adverse changes to any Service Level Agreement. Subject to the 90 day advance notice requirement with respect to adverse changes to Service Level Agreements, the modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the AWS Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the end of this Agreement.

13. Miscellaneous.

13.1 Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 13.1 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for AWS as a party to this Agreement and AWS is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

13.2 Entire Agreement. This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement (but does not supersede prior commitments to purchase Services such as Amazon EC2 Reserved Instances). We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document.

13.3 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.4 Governing Law. The Governing Laws, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

13.5 Disputes. Any dispute or claim relating in any way to your use of the Service Offerings, or to any products or services sold or distributed by AWS will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts; except, if the applicable AWS Contracting Party is Amazon Web Services, Inc., any such dispute will be resolved by binding arbitration as provided in this Section 13.5, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. We will not seek attorneys' fees and costs in

arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. Notwithstanding the foregoing we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

13.6 Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your transfer and processing of Your Content, the provision of Your Content to End Users, and the AWS region in which any of the foregoing occur. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

13.7 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

13.8 Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

13.9 Confidentiality and Publicity. You may use AWS Confidential Information only in connection with your use of the Service Offerings as permitted under this Agreement. You will not disclose AWS Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of AWS Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service Offerings.

13.10 Notice.

(a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the AWS Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the AWS Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact AWS by facsimile transmission or personal delivery, overnight courier or registered or certified mail to the facsimile number or mailing address, as applicable, listed for the applicable AWS Contracting Party in Section 14 below. We may update the facsimile number or address for notices to us by posting a notice on the AWS Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

13.11 No Third-Party Beneficiaries. Except as set forth in Section 9, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

13.12 U.S. Government Rights. The Service Offerings are provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions generally applicable to the Service Offerings. If you are using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Service Offerings. The terms “commercial item” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

13.13 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

13.14 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

14. Definitions.

“Acceptable Use Policy” means the policy located at <http://aws.amazon.com/aup> (and any successor or related locations designated by us), as it may be updated by us from time to time.

“Account Country” is the country associated with your account. If you have provided a valid tax registration number for your account, then your Account Country is the country associated with your tax registration. If you have not provided a valid tax registration, then your Account Country is the country where your billing address is located, except if your credit card account is issued in a different country and your contact address is also in that country, then your Account Country is that different country.

“Account Information” means information about you that you provide to us in connection with the creation or administration of your AWS account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with your AWS account.

“API” means an application program interface.

“AWS Confidential Information” means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. AWS Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. AWS Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the AWS Confidential Information.

“AWS Content” means Content we or any of our affiliates make available in connection with the Services or on the AWS Site to allow access to and use of the Services, including APIs; WSDLs; Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by our personnel). AWS Content does not include the Services or Third-Party Content.

“AWS Contracting Party” means the party identified in the table below, based on your Account Country. If you change your Account Country to one identified to a different AWS Contracting Party below, you agree that this Agreement is then assigned to the new AWS Contracting Party under Section 13.1 without any further action required by either party.

Account Country	AWS Contracting Party	Facsimile	Mailing Address
Any country within Europe, the Middle East, or Africa ("EMEA")*	Amazon Web Services EMEA SARL	352 2789 0057	38 Avenue John F. Kennedy, L-1855, Luxembourg
Any other country that is not in EMEA	Amazon Web Services, Inc.	206-266-7010	410 Terry Avenue North, Seattle, WA 98109-5210 U.S.A.

*See <https://aws.amazon.com/legal/aws-emea-countries> for a full list of EMEA countries.

"AWS Marks" means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its affiliates that we may make available to you in connection with this Agreement.

"AWS Site" means <http://aws.amazon.com> (and any successor or related site designated by us), as may be updated by us from time to time.

"Content" means software (including machine images), data, text, audio, video or images.

"Documentation" means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at <http://aws.amazon.com/documentation> (and any successor or related locations designated by us), as such user guides and admin guides may be updated by AWS from time to time.

"End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own AWS account, rather than under your account.

"Governing Laws" and "Governing Courts" mean, for each AWS Contracting Party, the laws and courts set forth in the following table:

AWS Contracting Party	Governing Laws	Governing Courts
Amazon Web Services EMEA SARL	The laws of the Grand Duchy of Luxembourg	The courts of the district of Luxembourg City
Amazon Web Services, Inc.	The laws of the State of Washington	The state or Federal courts in King County, Washington

"Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"Losses" means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).

"Policies" means the Acceptable Use Policy, Privacy Policy, the Site Terms, the Service Terms, the Trademark Use Guidelines, all restrictions described in the AWS Content and on the AWS Site, and any other policy or terms referenced in or incorporated into this Agreement, but does not include whitepapers or other marketing materials referenced on the AWS Site.

"Privacy Policy" means the privacy policy located at <http://aws.amazon.com/privacy> (and any successor or related locations designated by us), as it may be updated by us from time to time.

"Service" means each of the services made available by us or our affiliates, including those web services described in the Service Terms. Services do not include Third-Party Content.

"Service Attributes" means Service usage data related to your account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.

“Service Level Agreement” means all service level agreements that we offer with respect to the Services and post on the AWS Site, as they may be updated by us from time to time. The service level agreements we offer with respect to the Services are located at <https://aws.amazon.com/legal/service-level-agreements/> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

“Service Offerings” means the Services (including associated APIs), the AWS Content, the AWS Marks, and any other product or service provided by us under this Agreement. Service Offerings do not include Third-Party Content.

“Service Terms” means the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms> (and any successor or related locations designated by us), as may be updated by us from time to time.

“Site Terms” means the terms of use located at <http://aws.amazon.com/terms/> (and any successor or related locations designated by us), as may be updated by us from time to time.

“Suggestions” means all suggested improvements to the Service Offerings that you provide to us.

“Term” means the term of this Agreement described in Section 7.1.

“Termination Date” means the effective date of termination provided in accordance with Section 7, in a notice from one party to the other.

“Third-Party Content” means Content made available to you by any third party on the AWS Site or in conjunction with the Services.

“Trademark Use Guidelines” means the guidelines and trademark license located at <http://aws.amazon.com/trademark-guidelines/> (and any successor or related locations designated by us), as they may be updated by us from time to time.

“Your Content” means Content that you or any End User transfers to us for processing, storage or hosting by the Services in connection with your AWS account and any computational results that you or any End User derive from the foregoing through their use of the Services. For example, Your Content includes Content that you or any End User stores in Amazon Simple Storage Service. Your Content does not include Account Information.

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL
OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE),
SERIES 2019A AND SERIES 2019B, OF THE COUNTY OF KENDALL,
ILLINOIS

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

Section 1. Authority and Purposes. This ordinance is adopted pursuant to the Counties Code, 55 Illinois Compiled Statutes 5, and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350, for the purposes of (A) refunding a portion of the outstanding General Obligation Refunding Bonds (Alternate Revenue Source) Series 2010 (the "2010 Bonds") of The County of Kendall, Illinois (the "County") and (B) a portion of the outstanding General Obligation Refunding Bonds, Alternate Revenue Source Series 2011 (the "2011 Bonds") of the County.

Section 2. Findings and Determinations. It is found and determined that:

(A) On September 28, 2010, the County issued the 2010 Bonds as "alternate bonds" under the provisions of Section 15 of the Local Government Debt Reform Act for the purpose of refunding a portion of the General Obligation Bonds (Alternate Revenue Source), Series 2002A (the "2002A Bonds") of the County. The 2002A Bonds were issued for the purpose of financing the expansion of the County jail, including furnishings, equipment, site improvements and the renovation of existing facilities.

(B) The County hereby determines to refund the \$3,335,000 outstanding principal amount of the 2010 Bonds maturing in the years 2020, 2021 and 2022 (the "2010 Refunded Bonds") and elects to redeem the 2010 Refunded Bonds on December 1, 2019

(the "Redemption Date") at the redemption price for each 2010 Refunded Bond to be redeemed equal to 100% of the principal amount thereof.

(C) The County will refund the 2010 Refunded Bonds by the issuance of the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019A, of the County (the "2019A Bonds") which are authorized by Section 3 of this ordinance. The 2010 Bonds shall be issued as "alternate bonds" pursuant to the provisions of Section 15 of the Local Government Debt Reform Act.

(D) The County intends to deposit in the 2019 Escrow Fund to be established pursuant to the 2019 Escrow Deposit Agreement described in Section 20 of this ordinance, proceeds of the 2019A Bonds, which together with any contribution of funds of the County deposited in the 2019 Escrow Fund, will be sufficient to pay (i) the redemption price on the 2010 Refunded Bonds on the Redemption Date and (ii) the interest to be due on each 2010 Refunded Bond on the Redemption Date.

(E) It is determined that (i) the term of the 2019A Bonds shall not be longer than the term of the 2010 Refunded Bonds; and (ii) the debt service payable in any year on the 2019A Bonds (net of capitalized interest) shall not exceed the debt service payable in such year on the 2010 Refunded Bonds.

(F) The 2019A Bonds shall be payable from the additional sales tax receipts derived by the County from the sales tax for public safety purposes imposed at the rate of 1/2 of 1% pursuant to the Special County Occupation Tax for Public Safety Law, 55 Illinois Compiled Statutes 5/5-1006.5, and by virtue of a public question authorizing the imposition of the public safety tax, which was approved by the electors of the County at the consolidated election held on April 3, 2001 (the "Public Safety Tax Revenues").

The Public Safety Tax Revenues constitute a "Revenue Source" within the meaning of Section 15 of the Local Government Debt Reform Act.

(G) Other than the 2019A Bonds and the 2010 Bonds, no other outstanding bonds, notes or obligations of the County are secured by a pledge of the Public Safety Tax Revenues.

(H) On December 8, 2011, the County issued the 2011 Bonds as "alternate bonds" under the provisions of Section 15 of the Local Government Debt Reform Act for the purpose of refunding the General Obligation Bonds, Alternate Revenue Source Series 2002B, of the County (the "2002B Bonds"). The 2002B Bonds were issued for financing the construction of a new County office building including furnishings and equipment to be located at the Kendall County Government Campus in the City of Yorkville, Illinois.

(I) The County hereby determines to refund the \$3,020,000 outstanding principal amount of the 2011 Bonds maturing in the years 2020 to 2032, both inclusive (the "2011 Refunded Bonds" and together with the 2010 Refunded Bonds, the "Refunded Bonds"), and elects to redeem the 2011 Refunded Bonds on the Redemption Date at the redemption price for each 2011 Refunded Bond to be redeemed equal to 100% of the principal amount thereof.

(J) The County will refund the 2011 Refunded Bonds by the issuance of the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019B, of the County (the "2019B Bonds") which are authorized by Section 4 of this ordinance. The 2019B Bonds shall be issued as "alternate bonds" pursuant to the provisions of Section 15 of the Local Government Debt Reform Act.

(K) The County Intends to deposit in the 2019 Escrow Fund under the 2019 Escrow Deposit Agreement, proceeds of the 2019B Bonds, which together with any contribution of funds of the County deposited in the 2019 Escrow Fund, will be sufficient to pay (i) the redemption price on the 2011 Refunded Bonds on the Redemption Date and (ii) the interest to be due on each 2011 Refunded Bond on the Redemption Date.

(L) It is determined that (i) the term of 2019B Bonds shall not be longer than the term of the 2011 Refunded Bonds; and (ii) the debt service payable in any year on the 2019B Bonds shall not exceed the debt service payable in such year on the 2011 Refunded Bonds.

(M) The 2019B Bonds shall be payable from (i) the sales tax receipts derived by the County from taxes (the "General Sales Taxes") imposed under the Use Tax Act, 35 Illinois Compiled Statutes 105, the Service Use Tax, 35 Illinois Compiled Statutes 110, the Service Occupation Tax Act, 35 Illinois Compiled Statutes 115, and the retailer's Occupation Tax Act, 35 Illinois Compiled Statutes 120, including the 1% share of sales tax imposed in unincorporated areas of the County and the 1/4 of 1% supplemental sales tax imposed throughout the County and (ii) the state income tax receipts deposited in the Local Government Distributive Fund of the State of Illinois that are allocated and paid to the County pursuant to the State Revenue Sharing Act (collectively, the "General Tax Revenues"). The General Tax Revenues constitute a "Revenue Source" within the meaning of Section 15 of the Local Government Debt Reform Act.

(N) Other than the 2011 Bonds, the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016 and the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017, of the County (collectively, the "Parity Bonds")

and the 2019B Bonds, no other outstanding bonds, notes or obligations of the County are secured by a pledge of the General Tax Revenues.

Section 3. Authorization and Terms of 2019A Bonds. The sum of \$_____ is appropriated to meet the estimated cost of refunding the 2010 Refunded Bonds, including the costs of issuance of the 2019A Bonds. The 2019A Bonds are authorized to be issued and sold in the aggregate principal amount of \$_____ pursuant to applicable provisions of the Local Government Debt Reform Act for the purpose of financing said appropriation. The 2019A Bonds shall be designated "General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019A."

The 2019A Bonds shall mature (without option of prior redemption) on December 1 in each year shown in the following table in the respective principal amount set forth opposite each such year and the 2019A Bonds maturing in each such year shall bear interest at the respective rate set opposite such year:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2020	\$	%
2021		
2022		

Each 2019A Bond shall bear interest from its date, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on December 1, 2019 and semiannually thereafter on each June 1 and December 1 at the rates per annum herein determined.

Section 4. Authorization and Terms of 2019B Bonds. The sum of \$_____ is appropriated to meet the estimated cost of refunding the 2011 Refunded Bonds, including the costs of issuance of the 2019B Bonds. The 2019B Bonds

are authorized to be issued and sold in the aggregate principal amount of \$_____ pursuant to applicable provisions of the Local Government Debt Reform Act for the purpose of financing said appropriation. The 2019B Bonds shall be designated "General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019B".

The 2019B Bonds shall mature on December 1 in each year shown in the following table in the respective principal amount set forth opposite each such year and the 2019B Bonds maturing in each such year shall bear interest at the respective rate per annum set forth opposite such year:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$,000	%	20__	\$,000	%
20__	,000		20__	,000	
20__	,000		20__	,000	
20__	,000		20__	,000	
20__	,000		20__	,000	
20__	,000		20__	,000	

Each 2019B Bond shall bear interest from its date, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on December 1, 2019 and semiannually thereafter on each June 1 and December 1 at the rates per annum herein determined.

The 2019B Bonds maturing on or after December 1, 20__ shall be subject to redemption prior to maturity at the option of the County and upon notice as herein provided, in such principal amounts and from such maturities as the County shall determine and by lot within a single maturity, on December 1, 2027 and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed.

The 2019B Bonds maturing on December 1, 20__, shall be subject to mandatory redemption, in part and by lot, on December 1 of the years 20__ to 20__, both inclusive; in the following principal amounts, each constituting a sinking fund installment for the retirement of the 2019B Bonds maturing on December 1, 20__:

<u>Year</u>	<u>Principal Amount</u>
20__	\$,000
20__	,000
20__	,000

The final principal amount of the 2019B Bonds maturing on December 1, 20__, is \$____,000.

The 2019B Bonds maturing on December 1, 20__, shall be subject to mandatory redemption, in part and by lot, on December 1 of the years 20__ to 20__, both inclusive, in the following principal amounts, each constituting a sinking fund installment for the retirement of the 2019B Bonds maturing on December 1, 20__:

<u>Year</u>	<u>Principal Amount</u>
20__	\$,000
20__	,000
20__	,000

The final principal amount of the 2019B Bonds maturing on December 1, 20__, is \$____,000.

All 2019B Bonds subject to mandatory sinking fund redemption shall be redeemed at a redemption price equal to the principal amount thereof to be redeemed. The bond registrar is hereby authorized and directed to mail notice of the mandatory sinking fund redemption of the 2019B Bonds in the manner herein provided.

Whenever 2019B Bonds subject to mandatory sinking fund redemption are redeemed at the option of the County, the principal amount thereof so redeemed shall be credited against the unsatisfied balance of future sinking fund installments or final principal amount established with respect to such 2019B Bonds, in such amounts and against such installments or final principal amount as shall be determined by the County in the proceedings authorizing such optional redemption or, in the absence of such determination, shall be credited pro-rata against the unsatisfied balance of the applicable sinking fund installments and final principal amount.

On or prior to the 60th day preceding any sinking fund installment date, the County may purchase 2019B Bonds, which are subject to mandatory redemption on such sinking fund installment date, at such prices as the County shall determine. Any 2019B Bond so purchased shall be cancelled and the principal amount thereof so purchased shall be credited against the unsatisfied balance of the next ensuing sinking fund installment of the 2019B Bonds of the same maturity as the 2019B Bond so purchased.

In the event of the redemption of less than all the 2019B Bonds of like maturity, the aggregate principal amount thereof to be redeemed shall be \$5,000 or an integral multiple thereof and the bond registrar shall assign to each 2019B Bond of such maturity a distinctive number for each \$5,000 principal amount of such 2019B Bond and shall select by lot from the numbers so assigned as many numbers as, at \$5,000 for each number, shall equal the principal amount of such 2019B Bonds to be redeemed. The 2019B Bonds to be redeemed shall be the 2019B Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each 2019B Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

Notice of the redemption of 2019B Bonds shall be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of 2019B Bonds to be redeemed at their last addresses appearing on said registration books. The 2019B Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the 2019B Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such 2019B Bonds or portions thereof shall cease to accrue and become payable. If there shall be drawn for redemption less than all of a 2019B Bond, the County shall execute and the bond registrar shall authenticate and deliver, upon the surrender of such 2019B Bond, without charge to the owner thereof, in exchange for the unredeemed balance of the 2019B Bond so surrendered, 2019B Bonds of like maturity and interest rate and of the denomination of \$5,000 or any integral multiple thereof.

The bond registrar shall not be required to transfer or exchange any 2019B Bond after notice of the redemption of all or a portion thereof has been mailed. The bond registrar shall not be required to transfer or exchange any 2019B Bond during a period of 15 days next preceding the mailing of a notice of redemption that could designate for redemption all or a portion of such 2019B Bond.

Section 5. General Terms of Bonds. The 2019 Bonds shall be issuable in the denominations of \$5,000 or any integral multiple thereof and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of 2019 Bonds. Unless otherwise determined in the order to authenticate and deliver 2019 Bonds, each 2019 Bond delivered upon the original issuance of the 2019 Bonds shall be dated as of its date of delivery. Each 2019 Bond thereafter issued upon any transfer, exchange or replacement of 2019 Bonds shall be dated so that no gain or loss of interest shall result from such transfer, exchange or replacement.

The principal of the 2019 Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the corporate trust office of Amalgamated Bank of Chicago, in the City of Chicago, Illinois, which is hereby appointed as bond registrar and paying agent for the 2019 Bonds. Interest on the 2019 Bonds shall be payable on each interest payment date to the registered owners of record thereof appearing on the registration books maintained by the County for such purpose at the corporate trust office of the bond registrar, as of the close of business on the 15th day of the calendar month next preceding the applicable interest payment date. Interest on the 2019 Bonds shall be paid by check or draft mailed to such registered owners at their addresses appearing on the registration books or by wire transfer pursuant to an agreement by and between the County and the registered owner.

Section 6: Approval of Financing Documents. The form of Preliminary Official Statement of the County with respect to the 2019 Bonds, in substantially the form on file in the office of the County Clerk, with such changes, omissions, insertions and revisions as the Chairman shall deem advisable, the distribution thereof to prospective purchasers

and the use thereof in connection with the offering of the 2019 Bonds is authorized and approved. The Official Statement with respect to the 2019 Bonds is "deemed final" as of its date for purposes of Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934. The Chairman and the County Administrator are each authorized to permit the distribution of the Official Statement with such changes, omissions, insertions and revisions as he shall deem advisable.

The form of the Bond Purchase Agreement by and between the County and the _____, the underwriter of the 2019 Bonds (the "Underwriter"), in substantially the form on file in the office of the County Clerk, with such changes, omissions, insertions and revisions as the Chairman shall deem advisable, is authorized and approved. The County Chairman and the County Administrator are each authorized to execute and deliver the final form of the Bond Purchase Agreement.

Section 7. Sale and Delivery of 2019 Bonds. The 2019A Bonds are sold to the Underwriter at a price of \$_____ and accrued interest from their date to the date of delivery and payment therefor. The 2019B Bonds are sold to the Underwriter at a price of \$_____ and accrued interest from their date to the date of delivery and payment therefor.

The Chairman, the County Administrator, the County Clerk and other officials of the County are authorized and directed to do and perform, or cause to be done or performed for or on behalf of the County each and every thing necessary for the issuance of the 2019 Bonds, including the proper execution and delivery of the 2019 Bonds, the Bond Purchase Agreement and the Official Statement.

Section 8. Execution and Authentication. Each 2019 Bond shall be executed in the name of the County by the manual or authorized facsimile signature of the Chairman and the corporate seal of the County, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon and attested by the manual or authorized facsimile signature of its County Clerk.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any 2019 Bond shall cease to hold such office before the issuance of the 2019 Bond, such 2019 Bond shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such 2019 Bond had not ceased to hold such office. Any 2019 Bond may be signed, sealed or attested on behalf of the County by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such 2019 Bond such person may not have held such office. No recourse shall be had for the payment of any 2019 Bonds against any officer who executes the 2019 Bonds.

Each 2019 Bond shall bear thereon a certificate of authentication executed manually by the bond registrar. No 2019 Bond shall be entitled to any right or benefit under this ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the bond registrar.

Section 9. Transfer, Exchange and Registry. The 2019 Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein. Each 2019 Bond shall be transferable only upon the registration books maintained by the County for that purpose at the principal corporate trust office of the bond registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon

surrender thereof together with a written instrument of transfer satisfactory to the bond registrar and duly executed by the registered owner or his duly authorized attorney. Upon the surrender for transfer of any such 2019 Bond, the County shall execute and the bond registrar shall authenticate and deliver a new 2019 Bond or Bonds registered in the name of the transferee, of the same aggregate principal amount, series, maturity and interest rate as the surrendered 2019 Bond. 2019 Bonds, upon surrender thereof at the principal corporate trust office of the bond registrar, with a written instrument satisfactory to the bond registrar, duly executed by the registered owner or his attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of 2019 Bonds of the same series, maturity and interest rate and of the denomination of \$5,000 or any integral multiple thereof.

For every such exchange or registration of transfer of 2019 Bonds, the County or the bond registrar may make a charge sufficient for the reimbursement of any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Illinois Bond Replacement Act shall govern the replacement of lost, destroyed or defaced 2019 Bonds.

The County and the bond registrar may deem and treat the person in whose name any 2019 Bond shall be registered upon the registration books as the absolute owner of such 2019 Bond, whether such 2019 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of or interest thereon and for all other

purposes whatsoever, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such 2019 Bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar shall be affected by any notice to the contrary.

Section 10. General Obligations. The full faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on the 2019 Bonds. The 2019 Bonds shall be direct and general obligations of the County, and the County shall be obligated to levy ad valorem taxes upon all the taxable property in the County for the payment of the 2019 Bonds and the interest thereon, without limitation as to rate or amount.

Section 11. Imposition of the Public Safety Tax. The County covenants that it will continue to impose a retailers' occupation tax for public safety purposes at the rate of $\frac{1}{2}$ of 1% upon all persons engaged in the business of selling tangible personal property at retail in the County on gross receipts from the sales made in the course of their business. This tax is imposed pursuant to, and to the extent permitted by, the Special County Occupation Tax For Public Safety Law and by virtue of a public question approved by the electors of the County at the consolidated election held on April 3, 2001. The County also covenants that it will continue to impose a service occupation tax for public safety purposes pursuant to, and to the extent permitted by, the Special County Occupation Tax For Public Safety Law at the rate of $\frac{1}{2}$ of 1% upon all persons engaged, in the County, in the business of making sales of service, who, as an incident to making those sales of service, transfer tangible personal property within the County as an incident to a sale of service.

Section 12. Pledge of Public Safety Tax Revenues. The Public Safety Tax Revenues are hereby pledged to the payment of the 2019A Bonds on a parity with the prior pledge of the Public Safety Tax Revenues as security for the payment of the 2010 Bonds. The County Board, on behalf of the County, to the extent it is empowered to do so, covenants to provide for, collect and apply the Public Safety Tax Revenues to the payment of the 2019A Bonds and the outstanding 2010 Bonds and the provision of not less than an additional .25 times the annual debt service on the 2019A Bonds and the outstanding 2010 Bonds.

The pledge of the Public Safety Tax Revenues herein provided for the payment of the 2019A Bonds may be made junior and subordinate to any pledge of the Public Safety Tax Revenues hereafter made for the benefit and security of the owners of bonds of the County payable from, or issued with respect to, such Public Safety Tax Revenues. The County may issue additional bonds payable from, and secured by a lien on, the Public Safety Tax Revenues, on a parity with the 2019A Bonds.

The County shall apply the Public Safety Tax Revenues in an amount that shall be sufficient to provide for the timely payment of the principal of and interest on the 2019A Bonds as the same shall become due and payable.

Section 13. Form of 2019A Bonds. The 2019A Bonds shall be issued as fully registered bonds and shall be in substantially the following form, the blanks to be appropriately completed when the 2019A Bonds are printed:

No. _____

United States of America
State of Illinois
THE COUNTY OF KENDALL
GENERAL OBLIGATION REFUNDING BOND
(ALTERNATE REVENUE SOURCE), SERIES 2019A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
. %	December 1, 20__	_____, 2019	_____

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT:

THE COUNTY OF KENDALL, a political subdivision of the State of Illinois, acknowledges itself indebted and for value received hereby promises to pay to the registered owner of this bond, or registered assigns, the principal amount specified above on the maturity date specified above, and to pay interest on such principal amount from the date hereof at the interest rate per annum specified above, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on December 1, 2019 and semiannually thereafter on June 1 and December 1 in each year until the principal amount shall have been paid, to the registered owner of record hereof as of the 15th day of the calendar month next preceding such interest payment date, by wire transfer pursuant to an agreement by and between the County and the registered owner, or otherwise by check or draft mailed to the registered owner at the address of such owner appearing on the registration books maintained by the County for such purpose at the principal corporate trust office of Amalgamated Bank of Chicago, in the City of Chicago, Illinois, as bond registrar or its successor (the "Bond Registrar"). This bond, as to principal when due, will be payable in lawful money of the United States of America upon presentation and surrender of this

bond at the principal corporate trust office of the Bond Registrar. The full faith and credit of the County are irrevocably pledged for the punctual payment of the principal of and interest on this bond according to its terms.

This bond is one of a series of bonds issued in the aggregate original principal amount of \$_____, which are authorized and issued under and pursuant to the Local Government Debt Reform Act and under and in accordance with an ordinance adopted by the County Board of the County on August 6, 2019 and entitled: "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019A and Series 2019B, of The County of Kendall, Illinois" (the "Bond Ordinance").

This bond is an "alternate bond" issued pursuant to Section 15 of the Local Government Debt Reform Act and is also secured by a pledge of the additional sales tax receipts derived by the County from the sales tax for public safety purposes imposed pursuant to the Special County Occupation Tax For Public Safety Law, to the extent, and in the manner, provided in the Local Government Debt Reform Act and the Bond Ordinance.

This bond is transferable only upon such registration books by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender hereof at the principal corporate trust office of the Bond Registrar together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or by his duly authorized attorney, and thereupon a new registered bond or bonds, in the authorized denominations of \$5,000 or any integral multiple thereof and of the same aggregate principal amount, maturity and interest rate as this bond shall be issued to the

transferee in exchange therefor. In like manner, this bond may be exchanged for an equal aggregate principal amount of bonds of the same maturity and interest rate and of any of such authorized denominations. The County or the Bond Registrar may make a charge sufficient for the reimbursement of any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this bond. No other charge shall be made for the privilege of making such transfer or exchange. The County and the Bond Registrar may treat and consider the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes whatsoever.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

It is hereby certified, recited and declared that this bond is issued in part pursuant to the Local Government Debt Reform Act, that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this bond in order to make it a legal, valid and binding obligation of the County have been done, exist and have been performed in regular and due time, form and manner as required by law, and that the series of bonds of which this bond is one, together with all other indebtedness of the County, is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, The County of Kendall has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of the Chairman of its County Board, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its County Clerk.

Dated: _____, 2019

THE COUNTY OF KENDALL

Chairman, County Board

Attest:

CERTIFICATE OF AUTHENTICATION

This bond is one of the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019A, described in the within mentioned Ordinance.

**AMALGAMATED BANK OF CHICAGO,
as Bond Registrar**

County Clerk

By _____
Authorized Signer

ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto _____

_____ the within bond and hereby irrevocably constitutes and appoints _____

_____ attorney to transfer the said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated _____

Signature Guarantee: _____

Section 14. Levy and Extension of Taxes For Series 2019A Bonds. (A) For the purpose of providing the money required to pay the interest on the 2019A Bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature, there is hereby levied upon all the taxable property in the County, in each year while any of the 2019A Bonds shall be outstanding, a direct annual tax sufficient for that purpose in addition to all other taxes, as follows:

<u>Tax Levy Year</u>	<u>A Tax Sufficient to Produce</u>
2019	\$
2020	
2021	

(B) Interest or principal coming due at any time when there shall be insufficient funds on hand to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the taxes herein levied; and when said taxes shall have been collected, reimbursement shall be made to the said funds in the amounts thus advanced. Interest on the 2019A Bonds due on December 1, 2019 shall be paid from the moneys held in the 2019A Debt Service Fund established by Section 22 of this ordinance.

(C) After the sale of the 2019A Bonds, a copy of this ordinance shall be filed with and certified by the County Clerk, which certificate shall recite that this ordinance has been duly adopted, and the County Clerk is hereby directed to ascertain the rate per cent required to produce the aggregate tax hereinbefore provided to be levied in the years 2019, 2020 and 2021, and to extend the same for collection on the tax books in connection with other taxes levied in said years, in and by the County for general corporate purposes of the County, and in said years such annual tax shall be levied and collected in like manner as taxes for general corporate purposes for said years are levied

and collected and, when collected, the moneys received by the County from such taxes (the "2019A Tax Receipts") shall be used for the purpose of paying the principal of and interest on the 2019A Bonds as the same become due and payable.

(D) After the issuance of the 2019A Bonds, the County shall not abate the debt service taxes levied pursuant to this Section or take any action to restrict the extension and collection of those taxes except that the County may abate any such debt service taxes for any tax levy year to the extent that, at the time of such abatement, moneys then held in the 2019A Debt Service Fund, together with the amount to be extended for collection taking into account the proposed abatement, will be sufficient to provide for the punctual payment of the principal of and interest on the 2019A Bonds otherwise payable from the debt service taxes levied for such tax levy year.

(E) The County covenants and agrees with the registered and beneficial owners of the 2019A Bonds that the County will take no action, or fail to take any action, which in any way would adversely affect the ability of the County to impose, collect and receive the receipts constituting the Public Safety Tax Revenues or, except for the abatement of tax levies as permitted by this Section, to levy and collect the annual taxes levied pursuant to this Section (the "2019A Pledged Taxes").

Section 15. Imposition of the General Sales Taxes. The County covenants that it will continue to impose each of the General Sales Taxes at a rate not less than the lesser of (i) the maximum rate permitted by law or (ii) the rate currently imposed.

Section 16. Pledge of General Tax Revenues. The General Tax Revenues are hereby pledged to the payment of the 2019B Bonds on a parity with the prior pledge of the General Tax Revenues as security for the payment of the Parity Bonds. The County

Board, on behalf of the County, to the extent it is empowered to do so, covenants to provide for, collect and apply the General Tax Revenues to the payment of the 2019B Bonds and the outstanding Parity Bonds and the provision of not less than an additional .25 times the annual debt service on the 2019B Bonds and the outstanding Parity Bonds.

The pledge of the General Tax Revenues herein provided for the payment of the 2019B Bonds may be made junior and subordinate to any pledge of the General Tax Revenues hereafter made for the benefit and security of the owners of bonds of the County payable from, or issued with respect to, such General Tax Revenues. The County may issue additional bonds payable from, and secured by a lien on, the General Tax Revenues, on a parity with the 2019B Bonds.

The County shall apply the General Tax Revenues in an amount that shall be sufficient to provide for the timely payment of the principal of and interest on the 2019B Bonds as the same shall become due and payable.

Section 17. Form of 2019B Bonds. The 2019B Bonds shall be issued as fully registered bonds and shall be in substantially the following form, the blanks to be appropriately completed when the 2019B Bonds are printed:

No. _____

United States of America
State of Illinois
THE COUNTY OF KENDALL
GENERAL OBLIGATION REFUNDING BOND,
(ALTERNATE REVENUE SOURCE), SERIES 2019B

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
. %	December 1, 20__	_____, 2019	_____
REGISTERED OWNER:	Cede & Co.		

PRINCIPAL AMOUNT:

THE COUNTY OF KENDALL, a political subdivision of the State of Illinois, acknowledges itself indebted and for value received hereby promises to pay to the registered owner of this bond, or registered assigns, the principal amount specified above on the maturity date specified above, and to pay interest on such principal amount from the date hereof at the interest rate per annum specified above, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on December 1, 2019 and semiannually thereafter on June 1 and December 1 in each year until the principal amount shall have been paid, to the registered owner of record hereof as of the 15th day of the calendar month next preceding such interest payment date, by wire transfer pursuant to an agreement by and between the County and the registered owner, or otherwise by check or draft mailed to the registered owner at the address of such owner appearing on the registration books maintained by the County for such purpose at the principal corporate trust office of Amalgamated Bank of Chicago, in the City of Chicago, Illinois, as bond registrar or its successor (the "Bond Registrar"). This bond, as to principal when due, will be payable in lawful money of the United States of America upon presentation and surrender of this

bond at the principal corporate trust office of the Bond Registrar. The full faith and credit of the County are irrevocably pledged for the punctual payment of the principal of and interest on this bond according to its terms.

This bond is one of a series of bonds issued in the aggregate principal amount of \$_____, which are authorized and issued under and pursuant to the Local Government Debt Reform Act and under and in accordance with an ordinance adopted by the County Board of the County on August 6, 2019 and entitled: "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019A and Series 2019B, of The County of Kendall, Illinois" (the "Bond Ordinance").

This bond is an "alternate bond" issued pursuant to Section 15 of the Local Government Debt Reform Act and is also secured by a pledge of (I) the sales tax receipts derived by the County from taxes imposed under the Use Tax Act, 35 Illinois Compiled Statutes 105, the Service Use Tax Act, 35 Illinois Compiled Statutes 110, the Service Occupation Tax Act, 35 Illinois Compiled Statutes 115, and the Retailer's Occupation Tax Act, 35 Illinois Compiled Statutes 120, including the 1% share of sales tax imposed in unincorporated areas of the County and the 1/4 of 1% supplemental sales tax imposed throughout the County and (II) the state income tax receipts deposited in the Local Government Distributive Fund of the State of Illinois that are allocated and paid to the County pursuant to the State Revenue Sharing Act, in each case, to the extent, and in the manner, provided in the Local Government Debt Reform Act and the Bond Ordinance.

The bonds of such series maturing on or after December 1, 20__ are subject to redemption prior to maturity at the option of the County and upon notice as herein

provided, in such principal amounts and from such maturities as the County shall determine and by lot within a single maturity, on December 1, 2027 and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed.

The bonds of such series maturing in the years 20___, 20__ and 20__ (the "Term Bonds") are subject to mandatory redemption, in part and by lot, on December 1 of the years and in the respective principal amounts set forth in the following tables, by the application of sinking fund installments, at a redemption price equal to the principal amount thereof to be redeemed:

20___ Term Bonds		20___ Term Bonds		20___ Term Bonds	
Year	Principal Amount	Year	Principal Amount	Year	Principal Amount
20___	\$,000	20___	\$,000	20___	\$,000
20___	,000	20___	,000	20___	,000
20___	,000	20___	,000	20___	,000

Notice of the redemption of bonds will be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of bonds to be redeemed at their last addresses appearing on such registration books. The bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such bonds or portions thereof shall cease to accrue and become payable.

This bond is transferable only upon such registration books by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender hereof at the principal corporate trust office of the Bond Registrar together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or by his duly authorized attorney, and thereupon a new registered bond or bonds, in the authorized denominations of \$5,000 or any integral multiple thereof and of the same aggregate principal amount, maturity and interest rate as this bond shall be issued to the transferee in exchange therefor. In like manner, this bond may be exchanged for an equal aggregate principal amount of bonds of the same maturity and interest rate and of any of such authorized denominations. The County or the Bond Registrar may make a charge sufficient for the reimbursement of any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this bond. No other charge shall be made for the privilege of making such transfer or exchange. The County and the Bond Registrar may treat and consider the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes whatsoever.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

It is hereby certified, recited and declared that this bond is issued in part pursuant to the Local Government Debt Reform Act, that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this bond in order to make it a legal, valid and binding obligation of the County have been done, exist and have been performed in regular and due time, form and manner as required by law, and that

the series of bonds of which this bond is one, together with all other indebtedness of the County, is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, The County of Kendall has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of the Chairman of its County Board, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its County Clerk.

Dated: _____, 2019

THE COUNTY OF KENDALL

Chairman, County Board

Attest:

CERTIFICATE OF AUTHENTICATION

This bond is one of the General Obligation Refunding Bonds, (Alternate Revenue Source), Series 2019B, described in the within mentioned Ordinance.

**AMALGAMATED BANK OF CHICAGO,
as Bond Registrar**

County Clerk

By _____
Authorized Signer

ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto _____

the within bond and hereby irrevocably constitutes and appoints _____

attorney to transfer the said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated _____

Signature Guarantee: _____

Section 18. Levy and Extension of Taxes For 2019B Bonds. (A) For the purpose of providing the money required to pay the interest on the 2019B Bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature (including any mandatory sinking fund installments), there is hereby levied upon all the taxable property in the County, in each year while any of the 2019B Bonds shall be outstanding, a direct annual tax sufficient for that purpose in addition to all other taxes, as follows:

<u>Tax Levy Year</u>	<u>A Tax Sufficient to Produce</u>
2019	\$
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	

(B) Interest or principal coming due at any time when there shall be insufficient funds on hand to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the taxes herein levied; and when said taxes shall have been collected, reimbursement shall be made to the said funds in the amounts thus advanced. Interest on the 2019B Bonds due December 1, 2019 shall be paid from moneys held in the 2019B Debt Service Fund established by Section 23 of this ordinance.

(C) After the sale of the 2019B Bonds, a copy of this ordinance shall be filed with and certified by the County Clerk, which certificate shall recite that this ordinance has been duly adopted, and the County Clerk is hereby directed to ascertain the rate per cent

required to produce the aggregate tax hereinbefore provided to be levied in the years 2019 to 2031, inclusive, and to extend the same for collection on the tax books in connection with other taxes levied in said years, in and by the County for general corporate purposes of the County, and in said years such annual tax shall be levied and collected in like manner as taxes for general corporate purposes for said years are levied and collected and, when collected, the moneys received by the County from such taxes (the "2019B Tax Receipts") shall be used for the purpose of paying the principal of and interest on the 2019B Bonds as the same become due and payable.

(D) After the issuance of the 2019B Bonds, the County shall not abate the debt service taxes levied pursuant to this Section or take any action to restrict the extension and collection of those taxes except that the County may abate any such debt service taxes for any tax levy year to the extent that, at the time of such abatement, moneys then held in the 2019B Debt Service Fund established by this ordinance, or otherwise held in trust for the payment of debt service on the 2019B Bonds, together with the amount to be extended for collection taking into account the proposed abatement, will be sufficient to provide for the punctual payment of the principal of and interest on the 2019B Bonds otherwise payable from the debt service taxes levied for such tax levy year.

(E) The County covenants and agrees with the registered and beneficial owners of the 2019B Bonds that the County will take no action, or fail to take any action, which in any way would adversely affect the ability of the County to impose the General Sales Taxes and collect and receive the receipts constituting the General Tax Revenues or, except for the abatement of tax levies as permitted by this Section, to levy and collect the annual taxes levied pursuant to this Section (the "2019B Pledged Taxes").

Section 19. Taxes Levied For Refunded Bonds. The County Treasurer shall file with the County Clerk certificates listing the taxes theretofore levied for the 2019 tax levy year and subsequent tax levy years for the payment of the principal of and interest on the 2010 Refunded Bonds and the 2011 Refunded Bonds and said certificates shall direct the abatement of such taxes.

Section 20. Escrow Deposit Agreement. The form of 2019 Escrow Deposit Agreement, by and between the County and Amalgamated Bank of Chicago, as escrow agent (the "Escrow Agent"), on file in the office of the County Clerk and presented at this meeting, is hereby approved. The proper officers of the County are authorized and directed to execute and deliver the 2019 Escrow Deposit Agreement on behalf of the County.

Section 21. Application of Proceeds. (A) The proceeds of sale of the 2019A Bonds (exclusive of accrued interest) shall be applied as follows:

1. To the 2019 Escrow Fund maintained under the 2019 Escrow Deposit Agreement the amount that, together with any contribution of funds of the County, will be sufficient to pay the redemption price of each 2010 Refunded Bond on December 1, 2019 and the interest to become due on each 2010 Refunded Bond on December 1, 2019.

2. To the Expense Fund established by this ordinance, the amount of such proceeds of sale remaining after making the foregoing payment.

(B) The proceeds of sale of the 2019B Bonds (exclusive of accrued interest) shall be applied as follows:

1. To the 2019 Escrow Fund maintained under the 2019 Escrow Deposit Agreement the amount that, together with any contribution of funds of the County, will be sufficient to pay the redemption price of each 2011 Refunded Bond on December 1, 2019 and the interest to become due on each 2011 Refunded Bond on or prior to December 1, 2019.

2. To the Expense Fund established by this ordinance, the amount of such proceeds of sale remaining after making the foregoing payment.

Section 22. 2019A Debt Service Fund. The 2019A Pledged Taxes are appropriated and set aside for the purpose of paying principal of and interest on the 2019A Bonds when and as the same come due. The 2019A Pledged Taxes and all other monies to be used for the payment of principal and interest on the 2019A Bonds, including the Public Safety Tax Revenues, if and when received, shall be deposited in the "2019A Debt Service Fund", which is hereby established as a special fund of the County and shall be administered as a bona fide debt service fund under the Internal Revenue Code of 1986. On the date of issuance of the 2019A Bonds, the County shall deposit into the 2019A Debt Service Fund an amount sufficient to pay the interest on the 2019A Bonds due on December 1, 2019.

On or before December 30th of each year, the County shall deposit into the 2019A Debt Service Fund, from the Public Safety Tax Revenues, the amount required so that the sum held in the 2019A Debt Service Fund after such deposit shall be sufficient to provide for the punctual payment of the principal of and interest on the 2019A Bonds that will become due and payable on and prior to the 1st day of December next ensuing.

The moneys deposited or to be deposited into the 2019A Debt Service Fund, including the Public Safety Tax Revenues and the 2019A Tax Receipts, are pledged as security for the payment of the principal of and interest on the 2019A Bonds to the extent and in the manner provided in this ordinance. The pledge is made pursuant to Section 13 of the Local Government Debt Reform Act and shall be valid and binding from the date of issuance of the 2019A Bonds. All such Public Safety Tax Revenues, to the extent and in the manner provided in this ordinance, all such 2019A Tax Receipts and the moneys held in the 2019A Debt Service Fund shall immediately be subject to the lien of such pledge without any physical delivery or further act and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof.

Section 23. 2019B Debt Service Fund. The 2019B Pledged Taxes are appropriated and set aside for the purpose of paying principal of and interest on the 2019B Bonds when and as the same come due. The 2019B Pledged Taxes and all other monies to be used for the payment of principal of and interest on the 2019B Bonds, including the General Tax Revenues, if and when received, shall be deposited in the "2019B Debt Service Fund", which is hereby established as a special fund of the County and shall be administered as a bona fide debt service fund under the Internal Revenue Code of 1986. On the date of issuance of the 2019B Bonds, the County shall deposit into the 2019B Debt Service Fund an amount sufficient to pay the interest on the 2019B Bonds due on December 1, 2019.

On or before December 30th of each year, the County shall deposit into the 2019B Debt Service Fund, from the General Tax Revenues, the amount required so that the sum

held in the 2019B Debt Service Fund after such deposit shall be sufficient to provide for the punctual payment of the principal of and interest on the 2019B Bonds that will become due and payable on and prior to the 1st day of December next ensuing.

The moneys deposited or to be deposited into the 2019B Debt Service Fund, including the General Tax Revenues and the 2019B Tax Receipts, are pledged as security for the payment of the principal of and interest on the 2019B Bonds to the extent and in the manner provided in this ordinance. The pledge is made pursuant to Section 13 of the Local Government Debt Reform Act and shall be valid and binding from the date of issuance of the 2019B Bonds. All such General Tax Revenues, to the extent and in the manner provided in this ordinance, all such 2019B Tax Receipts and the moneys held in the 2019B Debt Service Fund shall immediately be subject to the lien of such pledge without any physical delivery or further act and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof.

Section 24. Expense Fund. The "2019 Expense Fund" is hereby established as a special fund of the County. Moneys in the 2019 Expense Fund shall be used for the payment of the costs of issuance of the 2019 Bonds and costs of refunding the Refunded Bonds, but may be reappropriated and used for other purposes if such reappropriation is permitted under Illinois law and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the 2019 Bonds.

Section 25. Investment Regulations. No investment shall be made of any moneys in the 2019A Debt Service Fund, the 2019B Debt Service Fund, the 2019 Escrow Fund or the 2019 Expense Fund except in accordance with the tax covenants set forth in

Section 26 of this ordinance. All income derived from such investments in respect of moneys or securities in any Fund shall be credited in each case to the Fund in which such moneys or securities are held.

Any moneys in any Fund that are subject to investment yield restrictions may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of Public Debt, or in any tax-exempt bond that is not an "investment property" within the meaning of Section 148(b)(2) of the Internal Revenue Code of 1986. The County Treasurer and agents designated by him are hereby authorized to submit, on behalf of the County, subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

Section 26. Tax Covenants. The County shall not take, or omit to take, any action lawful and within its power to take, which action or omission would cause interest on any 2019 Bond to become subject to federal income taxes in addition to federal income taxes to which interest on such 2019 Bond is subject on the date of original issuance thereof.

The County shall not permit any of the proceeds of the 2019 Bonds, or any facilities financed with such proceeds, to be used in any manner that would cause any 2019 Bond to constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986.

The County shall not permit any of the proceeds of the 2019 Bonds or other moneys to be invested in any manner that would cause any 2019 Bond to constitute an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986

or a "hedge bond" within the meaning of Section 149(g) of the Internal Revenue Code of 1986.

The County shall comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986 relating to the rebate of certain investment earnings at periodic intervals to the United States of America.

Section 27. Bank Qualified Designation. \$_____ principal amount of the 2019A Bonds (being the 2019A Bonds first to mature) and \$_____ principal amount of the 2019B Bonds (being the 2019B Bonds first to mature) are deemed designated as "qualified tax-exempt obligations as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986. The County hereby designates the remaining \$_____ principal amount of 2019 Bonds as "qualified tax-exempt obligations" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986. The County represents that the reasonably anticipated amount of tax-exempt obligations that are required to be taken into account for the purpose of Section 265(b)(3)(C) of the Code and will be issued by or on behalf of the County and all subordinate entities of the County during 2019 does not exceed \$10,000,000. The County covenants that it will not designate and issue more than \$10,000,000 aggregate principal amount of tax-exempt obligations in the year in which the 2019 Bonds are issued. For purposes of the two preceding sentences, the term "tax-exempt obligations" includes "qualified 501(c)(3) bonds" (as defined in Section 145 of the Internal Revenue Code of 1986) but does not include "private activity bonds" (as defined in Section 141 of the Internal Revenue Code of 1986).

Section 28. Continuing Disclosure. For the benefit of the beneficial owners of the 2019 Bonds, the County covenants and agrees to provide to the Municipal Securities Rulemaking Board (the "MSRB") for disclosure on the Electronic Municipal Market Access ("EMMA") system, in an electronic format as prescribed by the MSRB, (i) an annual report containing certain financial information and operating data relating to the County and (ii) timely notices of the occurrence of certain enumerated events. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

The annual report shall be provided to the MSRB for disclosure on EMMA within 210 days after the close of the County's fiscal year. The information to be contained in the annual report shall consist of the annual audited financial statement of the County and such additional information as noted in the Official Statement under the caption "Continuing Disclosure." Each annual audited financial statement will conform to generally accepted accounting principles applicable to governmental units and will be prepared in accordance with standards of the Governmental Accounting Standards Board. If the audited financial statement is not available, then an unaudited financial statement shall be included in the annual report and the audited financial statement shall be provided promptly after it becomes available.

The County, in a timely manner not in excess of ten business days after the occurrence of the event, shall provide notice to the MSRB for disclosure on EMMA of any failure of the County to provide any such annual report within the 210 day period and of the occurrence of any of the following events with respect to the 2019 Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issues (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the bonds, or other events affecting the tax-exempt status of the 2019 Bonds; (7) modifications to rights of bondholders, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution or sale of property securing repayment of the 2019 Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the County; (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County, any of which affect bondholders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the County, any of which reflect financial difficulties. For the purposes of the event identified in clause (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the

County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County. As used in clauses (15) and (16), the term financial obligation means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule").

It is found and determined the County has agreed to the undertakings contained in this Section in order to assist participating underwriters of the bonds and brokers, dealers and municipal securities dealers in complying with paragraph (b)(5) of the Rule. The chief financial officer of the County is authorized and directed to do and perform, or cause to be done or performed, for or on behalf of the County, each and every thing necessary to accomplish the undertakings of the County contained in this Section for so long as paragraph (b)(5) of the Rule is applicable to the 2019 Bonds and the County remains an "obligated person" under the Rule with respect to the 2019 Bonds.

The undertakings contained in this Section may be amended by the County upon a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the obligated person, or type of business conducted, provided that (a) the undertaking, as amended, would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (b) in the opinion of nationally recognized bond counsel selected by the County, the amendment does not materially impair the interests of the beneficial owners of the 2019 Bonds.

Section 29. Bond Registrar. The County covenants that it shall at all times retain a bond registrar with respect to the 2019 Bonds, that it will maintain at the designated office of such bond registrar a place where 2019 Bonds may be presented for payment and registration of transfer or exchange and that it shall require that the bond registrar maintain proper registration books and perform the other duties and obligations imposed upon the bond registrar by this ordinance in a manner consistent with the standards, customs and practices of the municipal securities business.

The bond registrar shall signify its acceptance of the duties and obligations imposed upon it by this ordinance by executing the certificate of authentication on any 2019 Bond, and by such execution the bond registrar shall be deemed to have certified to the County that it has all requisite power to accept, and has accepted such duties and obligations not only with respect to the 2019 Bond so authenticated but with respect to all the 2019 Bonds. The bond registrar is the agent of the County and shall not be liable in connection with the performance of its duties except for its own negligence or default.

The bond registrar shall, however, be responsible for any representation in its certificate of authentication on the 2019 Bonds.

The County may remove the bond registrar at any time. In case at any time the bond registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the bond registrar, or of its property, shall be appointed, or if any public officer shall take charge or control of the bond registrar or of its property or affairs, the County covenants and agrees that it will thereupon appoint a successor bond registrar. The County shall mail notice of any such appointment made by it to each registered owner of 2019 Bonds within twenty days after such appointment.

Section 30. Book-Entry System. In order to provide for the initial issuance of the 2019 Bonds in a form that provides for a system of book-entry only transfers, the ownership of one fully registered 2019 Bond for each maturity of each series, in the aggregate principal amount, of such maturity, shall be registered in the name of Cede & Co., as a nominee of The Depository Trust Company, as securities depository for the 2019 Bonds. The County Administrator is authorized to execute and deliver on behalf of the County such letters to, or agreements with, the securities depository as shall be necessary to effectuate such book-entry system.

In case at any time the securities depository shall resign or shall become incapable of acting, then the County shall appoint a successor securities depository to provide a system of book-entry only transfers for the 2019 Bonds, by written notice to the predecessor securities depository directing it to notify its participants (those persons for

whom the securities depository holds securities) of the appointment of a successor securities depository.

If the system of book-entry only transfers for the 2019 Bonds is discontinued, then the County shall issue and the bond registrar shall authenticate, register and deliver to the beneficial owners of the 2019 Bonds, bond certificates in replacement of such beneficial owners' beneficial interests in the 2019 Bonds, all as shown in the records maintained by the securities depository.

Section 31. Defeasance and Payment of 2019 Bonds. (A) If the County shall pay or cause to be paid to the registered owners of the 2019A Bonds, the principal and interest due or to become due thereon, at the times and in the manner stipulated therein and in this ordinance, then the pledge of the Public Safety Tax Revenues, 2019A Tax Receipts, securities and funds hereby pledged and the covenants, agreements and other obligations of the County to the registered owners and the beneficial owners of the 2019A Bonds shall be discharged and satisfied.

(B) Any 2019A Bonds, whether at or prior to the maturity date of such 2019A Bonds, shall be deemed to have been paid within the meaning of this Section if there shall have been deposited in trust with a bank, trust company or national banking association acting as fiduciary for such purpose either (i) moneys in an amount which shall be sufficient, or (ii) "Federal Obligations" as defined in paragraph (E) of this Section; the principal of and the interest on which when due will provide moneys which, together with any moneys on deposit with such fiduciary at the same time for such purpose, shall be sufficient, to pay when due the principal of and interest due and to become due on said 2019A Bonds on and prior to the applicable maturity date thereof.

(C) If the County shall pay or cause to be paid to the registered owners of the 2019B Bonds, the principal and interest due or to become due thereon, at the times and in the manner stipulated therein and in this ordinance, then the pledge of the General Tax Revenues, moneys, securities and funds hereby pledged and the covenants, agreements and other obligations of the County to the registered owners and the beneficial owners of the 2019B Bonds shall be discharged and satisfied.

(D) Any 2019B Bonds, whether at or prior to the maturity or the redemption date of such 2019B Bonds, shall be deemed to have been paid within the meaning of this Section if (1) In case any such 2019B Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such 2019B Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (2) there shall have been deposited in trust with a bank, trust company or national banking association acting as fiduciary for such purpose either (i) moneys in an amount which shall be sufficient, or (ii) "Federal Obligations" as defined in paragraph (E) of this Section, the principal of and the interest on which when due will provide moneys which, together with any moneys on deposit with such fiduciary at the same time for such purpose, shall be sufficient, to pay when due the principal of and interest due and to become due on said 2019B Bonds on and prior to the applicable redemption date or maturity date thereof.

(E) As used in this Section, the term "Federal Obligations" means (i) non-callable, direct obligations of the United States of America, (ii) non-callable and non-prepayable, direct obligations of any agency of the United States of America, which are unconditionally guaranteed by the United States of America as to full and timely payment

of principal and interest, (iii) non-callable, non-prepayable coupons or interest installments from the securities described in clause (i) or clause (ii) of this paragraph, which are stripped pursuant to programs of the Department of the Treasury of the United States of America, or (iv) coupons or interest installments stripped from bonds of the Resolution Funding Corporation.

Section 32. Ordinance to Constitute a Contract. The provisions of this ordinance shall constitute a contract between the County and the registered owners of the 2019 Bonds. Any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the County shall be for the equal benefit, protection and security of the owners of any and all of the 2019 Bonds of like series. All of the 2019 Bonds of like series, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of such 2019 Bonds over any other thereof except as expressly provided in or pursuant to this ordinance.

This ordinance shall constitute full authority for the issuance of the 2019 Bonds and to the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the County, the provisions of this ordinance. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

In this ordinance, reference to an officer of the County includes any person holding that office on an interim basis and any person delegated the authority to act on behalf of such officer.

Section 33. Publication. The County Clerk is hereby authorized and directed to publish this ordinance in pamphlet form and to file copies thereof for public inspection in her office.

Section 34. Effective Date. This ordinance shall become effective upon its passage and publication in pamphlet form.

Passed and adopted this 6th day of August, 2019, by roll call vote as follows:

Ayes:

Nays:

Published in pamphlet form: August 7, 2019

(SEAL)

Attest:

County Clerk

CERTIFICATE

I, Debbie Gillette, County Clerk of The County of Kendall, Illinois, hereby certify that the foregoing ordinance entitled: "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019A and Series 2019B, of The County of Kendall, Illinois," is a true copy of an original ordinance that was duly adopted by the recorded affirmative votes of a majority of the members of the County Board at a meeting thereof that was duly called and held at 9:00 a.m. on August 6, 2019, at the County Board Room, in the County Office Building, 111 West Fox Street, in Yorkville, Illinois, and at which a quorum was present and acting throughout, and that said copy has been compared by me with the original ordinance recorded in the records of the County and that it is a correct transcript thereof and of the whole of said ordinance, and that said ordinance has not been altered, amended, repealed or revoked, but is in full force and effect.

I further certify that the agenda for said meeting included the ordinance as a matter to be considered at the meeting and that said agenda was posted at least 48 hours in advance of the holding of the meeting in the manner required by the Open Meetings Act, 5 Illinois Compiled Statutes 120, and was continuously available for public review during the 48 hour period preceding the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County, this _____ day of August, 2019.

(SEAL)

County Clerk

CERTIFICATION OF MINUTES AND AGENDA

I, Debbie Gillette, County Clerk of The County of Kendall, Illinois, hereby certify that annexed hereto is a copy of the minutes of a meeting of the County Board of The County of Kendall, Illinois, duly called and held on August 6, 2019, and at which a quorum was present and acting throughout.

I further certify that I have compared said copy with the original minutes of said meeting as recorded in the minute book of said County Board and that said copy is a true and correct copy of the whole of said original minutes.

I further certify that also annexed hereto is a copy of the agenda for said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of said County to be affixed, this _____ day of August, 2019.

(SEAL)

County Clerk

FILING CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, Debbie Gillette, County Clerk of Kendall County, Illinois, do hereby certify that on or prior to the _____ day of August, 2019, there was filed in my office Ordinance No. 19-____ of The County of Kendall, Illinois entitled:

**ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION
REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES
2019A AND SERIES 2019B, OF THE COUNTY OF KENDALL, ILLINOIS**

, which ordinance levies taxes in the County for the purpose of paying principal of and interest on the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019A and the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019B, of the County, described in said ordinance.

WITNESS my official signature and the seal of Kendall County, this _____
day of August, 2019.

County Clerk of Kendall County, Illinois

(SEAL)

2019 ESCROW DEPOSIT AGREEMENT

2019 ESCROW DEPOSIT AGREEMENT dated as of September 1, 2019, by and between The County of Kendall (the "County"), a political subdivision of the State of Illinois and Amalgamated Bank of Chicago (the "Escrow Agent"), an Illinois banking corporation having its corporate trust office in the City of Chicago, Illinois.

WHEREAS, the County has determined to refund (a) \$3,340,000 aggregate principal amount of its outstanding General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010 maturing in the years 2020 to 2022, inclusive (the "Refunded 2010 Bonds") and (b) \$3,020,000 principal amount of its outstanding General Obligation Refunding Bonds, Alternate Revenue Source Series 2011 (the "Refunded 2011 Bonds" and collectively with the Refunded 2010 Bonds, the "Refunded Bonds");

WHEREAS, the Refunded Bonds are more particularly described as follows:

\$3,340,000

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010

DATED:	September 28, 2010	
PRINCIPAL DUE:	December 1	
INTEREST RATE:	4.00%	
INTEREST PAYMENT DATES:	June 1 and December 1	
MATURITIES:	<u>Year</u>	<u>Principal Amount</u>
	2020	\$1,175,000
	2021	1,255,000
	2022	910,000

\$3,020,000

General Obligation Refunding Bonds, Alternate Revenue Source Series 2011

DATED:	December 8, 2011		
INTEREST PAYMENT DATES:	June 1 and December 1		
PRINCIPAL DUE:	December 1		
MATURITIES AND INTEREST RATES:	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
	2020	\$190,000	3.00%
	2021	200,000	3.00
	2022	210,000	3.00
	2024	395,000	3.20
	2026	420,000	3.45
	2028	480,000	3.65
	2030	530,000	3.85
	2032	595,000	4.00

WHEREAS, the Bond Registrar and Paying Agent for the Refunded Bonds is Amalgamated Bank of Chicago;

WHEREAS, pursuant to an ordinance adopted by the County Board of the County (the "County Board") on August 6, 2019 (the "Bond Ordinance"), the County has authorized the issuance of its \$_____,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019A (the "Series 2019A Bonds") and part of the proceeds of the Series 2019A Bonds will be used to refund the Refunded 2010 Bonds;

WHEREAS, pursuant to the Bond Ordinance, the County has authorized the issuance of its \$_____ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019B (the "Series 2019B Bonds" and together with the Series 2019A Bonds, the "2019 Bonds") and part of the proceeds of the Series 2019B Bonds will be used to refund the Refunded 2011 Bonds;

WHEREAS, the County has elected to redeem the Refunded Bonds at the redemption price equal to the principal amount thereof to be redeemed on December 1, 2019 (the "Redemption Date"), plus accrued interest to the Redemption Date.

WHEREAS, a portion of the proceeds of the 2019 Bonds are to be invested in the obligations set forth in Schedule A attached hereto so that the maturing principal of and the interest earned on such obligations, together with other moneys held hereunder, will be sufficient to pay the "Bond Payments" consisting of (a) the redemption price of the Refunded Bonds to be redeemed on the Redemption Date; and (b) the interest on the Refunded Bonds due and payable on the Redemption Date.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. There is hereby created and established with the Escrow Agent, a special and irrevocable escrow fund designated the "2019 Escrow Fund" (the "Escrow Fund") to be held in the custody of the Escrow Agent separate and apart from other funds of or held by the County or the Escrow Agent.

2. Concurrently with the execution of this Agreement, the County shall pay to the Escrow Agent for deposit in the Escrow Fund (a) from available funds of the County the sum of \$_____, (b) from the proceeds of the Series 2019A Bonds the sum of \$_____ and (c) from the proceeds of the Series 2019B Bonds the sum of \$_____. \$_____ of the moneys in the Escrow Fund shall be applied to the purchase of the United States Treasury Securities – State and Local Government Series listed in Schedule A attached hereto (the "Government Obligations") and \$_____ shall be held as the beginning cash balance in the Escrow Fund. The Escrow Agent shall deposit all moneys so received from the County in the Escrow Fund and apply such moneys in accordance with this Section and Section 3 hereof.

3. The deposit of moneys and Government Obligations in and credited to the Escrow Fund shall constitute an irrevocable deposit of said moneys and Government Obligations and the interest earned thereon for the benefit of the owners of the Refunded Bonds. The Escrow

Agent shall deposit any proceeds (whether principal, interest or otherwise) derived from the Government Obligations in the Escrow Fund. The Escrow Agent shall from time to time pay over the moneys in the Escrow Fund to the paying agent for the Refunded Bonds, (a) the redemption price of the Refunded Bonds to be redeemed on the Redemption Date and (b) the interest on the Refunded Bonds due and payable on the Redemption Date.

4. Except as provided herein, the Escrow Agent shall have no power or duty to invest any moneys held hereunder or to sell, transfer or otherwise dispose of, or to make substitutions of, the Government Obligations.

The Escrow Agent shall not make substitutions of the Government Obligations held hereunder or sell, transfer or otherwise dispose of such Government Obligations provided, however, that:

(a) At the written request of the County and upon compliance with the conditions hereinafter stated, the Escrow Agent shall, to the extent from time to time permitted by law, have the power to sell, transfer, otherwise dispose of or request the redemption of the Government Obligations acquired hereunder and to substitute therefor other non-callable, direct obligations of the United States of America, Refcorp interest strips or securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, provided, that the full faith and credit of the United States of America has been pledged to any such direct obligation or guarantee. The Escrow Agent shall purchase, at the direction of the County, such substituted Government Obligations with the proceeds derived from the sale, transfer, disposition or redemption of the Government Obligations. The substitution of Government Obligations described above may be effected only if:

(i) the Escrow Agent shall receive an opinion of a firm of independent certified public accountants, that the moneys and Government Obligations, including the interest to be earned thereon, to be substituted will be no less than an amount sufficient to pay when due the Bond Payments, upon completion of such substitutions; and

(ii) the County shall furnish the Escrow Agent with an unqualified opinion of nationally recognized attorneys on the subject of municipal bonds to the effect that the substitution is then permitted by law and will not cause any of the Refunded Bonds, the Series 2019A Bonds or the Series 2019B Bonds to become an "arbitrage bond" as hereinafter defined.

(b) If any substitution of Government Obligations pursuant to the provisions of the preceding subparagraph (a) shall, after the satisfaction of all of the conditions set forth in clauses (i) and (ii) of said subparagraph (a), result in the creation of any surplus amount in the Escrow Fund that will not, in the opinion of the firm of independent certified public accountants referred to in clause (i) of said subparagraph (a), thereafter be required for the payment of the Bond Payments, in accordance with the provisions of this Agreement, the amount of such surplus shall, at the written request of the County, be transferred to the County.

The County hereby covenants that no part of the moneys or funds at any time in the Escrow Fund shall be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any of the Refunded Bonds, the Series 2019A Bonds or Series 2019B Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, and the rules and regulations promulgated thereunder, as then in effect.

5. The County has irrevocably elected to redeem all of the Refunded Bonds on December 1, 2019. Pursuant to the Bond Ordinance, the County hereby directs Amalgamated Bank of Chicago, as bond registrar for the Refunded Bonds, to cause notice of the call for redemption of the Refunded Bonds to be given not earlier than October 2, 2019 and not later than November 1, 2019, by the mailing of such notice, by registered or certified mail to the registered owners of the Refunded Bonds at their last addresses appearing on the registration books of the County maintained for that purpose by Amalgamated Bank of Chicago, as bond registrar for the Refunded Bonds.

6. The owners of the Refunded Bonds shall have an express lien on all moneys and obligations in the Escrow Fund until paid out and applied in accordance with this Agreement. The Escrow Agent shall have no lien on the Escrow Fund.

7. In consideration of all services rendered and to be rendered by the Escrow Agent under this Agreement, the County will pay the Escrow Agent a fee on the date of issuance of the 2019 Bonds.

8. The Escrow Agent may consult with counsel concerning any of its duties under this Agreement and shall be fully protected in any action taken in good faith in accordance with such advice. The Escrow Agent shall be indemnified and saved harmless by the County, from and against any and all liability, including all expenses reasonably incurred in its defense, to which the Escrow Agent shall be subject by reason of any action taken or omitted or any investment or disbursement of any part of the Escrow Fund made by the Escrow Agent pursuant to this Agreement; provided, however, the Escrow Agent shall not be indemnified by the County for its negligence or willful misconduct. The costs and expenses of enforcing this right of indemnification shall also be paid by the County. This right of indemnification shall survive the termination of this Agreement, and the resignation or removal of the Escrow Agent.

9. The Escrow Agent, acting in good faith and in its sole discretion, may disregard any and all notices or instructions given by the County or by any other person, firm or corporation, except (i) notices or instructions specifically provided for under this Agreement and (ii) orders or process of any court. If any property subject to this Agreement is at any time attached, garnished, or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any of such events the Escrow Agent, in its sole discretion, may rely upon and comply with any such order, writ, judgment, or decree which it is advised by its legal counsel is binding upon it.

10. The Escrow Agent shall be responsible in fulfilling its duties under this Agreement to a standard of care which could fairly be attributable to an experienced corporate

escrow agent. The Escrow Agent shall also be duly protected in relying upon any written notice, demand, certificate or document which it in good faith believes to be genuine.

11. This Agreement shall terminate on December 31, 2019. Any moneys and obligations remaining in the Escrow Fund upon termination of this Agreement shall be transferred to the County.

12. If any one or more of the covenants or agreements provided in this Agreement on the part of the County or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

13. This Agreement is made for the benefit of the County, the Escrow Agent and the owners from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, and the written consent of the Escrow Agent; provided however, that the County and the Escrow Agent may, without the consent of, or notice to, such owners, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement; and
- (b) to grant to, or confer upon the Escrow Agent for the benefit of the owners of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, the Escrow Agent.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized attorneys on the subject of municipal bonds with respect to compliance with this Agreement, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

14. Any notice, authorization, request for consent or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing.

15. This Agreement may be executed in several counterparts, all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this 2019 Escrow Deposit Agreement to be executed by their duly authorized officers as of the date first above written.

THE COUNTY OF KENDALL

By: _____
Chairman of the County Board

(SEAL)

Attest:

County Clerk

AMALGAMATED BANK OF CHICAGO,
as Escrow Agent

By: _____
Trust Officer

(SEAL)

Attest:

SCHEDULE A

GOVERNMENT OBLIGATIONS

**THE COUNTY OF KENDALL, ILLINOIS
ELECTION TO REDEEM SERIES 2010 BONDS AND SERIES 2011 BONDS**

September __, 2019

Amalgamated Bank of Chicago
Chicago, Illinois

Series 2010 Bonds

As bond registrar for the following bond issue of The County of Kendall, Illinois (the "County") you are hereby notified that the County has elected to redeem the following bonds, on December 1, 2019, at a redemption price of 100% of the principal amount thereof:

\$3,320,000

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010

<u>Maturity (December 1)</u>	<u>Principal Amount</u>
2020	\$1,175,000
2021	1,255,000
2022	910,000

You are hereby instructed to give notice of the redemption of said bonds to The Depository Trust Company not less than 30 days, nor more than 60 days, prior to the December 1, 2019 redemption date.

Series 2011 Bonds

As bond registrar for the following bond issue of The County of Kendall, Illinois (the "County") you are hereby notified that the County has elected to redeem the following bonds, on December 1, 2019, at a redemption price of 100% of the principal amount thereof:

\$3,020,000
General Obligation Bonds, Alternate Revenue Source Series 2011

<u>Maturity</u> <u>(December 1)</u>	<u>Principal Amount</u>
2020	\$190,000
2021	200,000
2022	210,000
2024	395,000
2026	420,000
2028	480,000
2030	530,000
2032	595,000

You are hereby instructed to give notice of the redemption of said bonds to The Depository Trust Company not less than 30 days, nor more than 60 days, prior to the December 1, 2019 redemption date.

THE COUNTY OF KENDALL

By: _____
County Treasurer

RECEIPT

AMALGAMATED BANK OF CHICAGO, hereby acknowledges receipt of the foregoing Election to Redeem Series 2010 Bonds and Series 2011 Bonds of The County of Kendall, Illinois, this _____ day of September, 2019.

AMALGAMATED BANK OF CHICAGO

By: _____

September __, 2019

The County Board of The County of Kendall
Yorkville, Illinois

Dear Members:

We have examined a record of proceedings relating to the issuance of \$_____,000 principal amount of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019A (the "Bonds") of The County of Kendall (the "County"), a political subdivision of the State of Illinois. The Bonds are authorized and issued pursuant to the provisions of the Counties Code, 55 Illinois Compiled Statutes 5 and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350, and by virtue of an ordinance adopted by the County Board of the County on August 6, 2019, and entitled: "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019A and Series 2019B, of The County of Kendall, Illinois" (the "Bond Ordinance").

The Bonds are "alternate bonds" issued pursuant to Section 15 of the Local Government Debt Reform Act. The Bonds are issuable in the form of fully registered bonds in the denominations of \$5,000 and any integral multiple thereof. The Bonds delivered on original issuance are dated September __, 2019. The Bonds mature (without option of prior redemption) on December 1, in each of the following years in the respective principal amount set opposite each such year in the following table, and the Bonds maturing in each such year bear interest from their date payable on December 1, 2019 and semiannually thereafter on June 1 and December 1 of each year, at the respective rate of interest per annum set forth opposite such year:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2020	\$,000	%
2021	,000	
2022	,000	

In our opinion, the Bonds are valid and legally binding general obligations of The County of Kendall, and the County has power and is obligated to levy ad valorem taxes upon all the taxable property within the County for the payment of the Bonds and the interest thereon, without limitation as to rate or amount. To the extent provided in the Bond Ordinance, the Bonds are also payable from Public Safety Tax Revenues, as defined in the Bond Ordinance. However, the enforceability of rights or remedies with respect to the Bonds may be limited by bankruptcy, insolvency or other laws affecting creditors' rights and remedies heretofore or hereafter enacted.

We are of the opinion that, under existing law, interest on the Bonds is not includable in the gross income of the owners thereof for Federal income tax purposes. If there is continuing compliance with the applicable requirements of the Internal Revenue Code of 1986 (the "Code"), we are of the opinion that interest on the Bonds will continue to be excluded from the gross income of the owners thereof for Federal income tax purposes. We are further of the opinion that interest on the Bonds is not an item of tax preference for purposes of computing alternative minimum taxable income.

The Code contains certain requirements that must be satisfied from and after the date hereof in order to preserve the exclusion from gross income for Federal income tax purposes of interest on the Bonds. These requirements relate to the use and investment of the proceeds of the Bonds, the payment of certain amounts to the United States, the security and source of payment of the Bonds and the use of the property financed with the proceeds of the Bonds. The County has covenanted in the Bond Ordinance to comply with these requirements.

Pursuant to the Bond Ordinance, the County has designated the Bonds as "qualified tax-exempt obligations" as defined in Section 265(b)(3)(B) of the Code.

Interest on the Bonds is not exempt from Illinois income taxes.

Very truly yours,

LG:bae

September __, 2019

The County Board of The County of Kendall
Yorkville, Illinois

Dear Members:

We have examined a record of proceedings relating to the issuance of \$____,000 principal amount of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019B (the "Bonds") of The County of Kendall (the "County"), a political subdivision of the State of Illinois. The Bonds are authorized and issued pursuant to the provisions of the Counties Code, 55 Illinois Compiled Statutes 5 and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350, and by virtue of an ordinance adopted by the County Board of the County on August 9, 2019, and entitled: "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019A and Series 2019B, of The County of Kendall, Illinois" (the "Bond Ordinance").

The Bonds are "alternate bonds" issued pursuant to Section 15 of the Local Government Debt Reform Act. The Bonds are issuable in the form of fully registered bonds in the denominations of \$5,000 and any integral multiple thereof. The Bonds delivered on original issuance are dated September __, 2019. The Bonds mature on December 1, in each of the following years in the respective principal amount set opposite each such year in the following table, and the Bonds maturing in each such year bear interest from their date payable on December 1, 2019 and semiannually thereafter on June 1 and December 1 of each year, at the respective rate of interest per annum set forth opposite such year:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2020	\$	%
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		

The Bonds maturing on or after December 1, 20__ are subject to redemption prior to maturity at the option of the County, in such principal amounts and from such maturities as the

County shall determine and by lot within a single maturity, on December 1, 2027 and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed.

The Bonds maturing in the years 20__, 20__ and 20__ (the "Term Bonds") are subject to mandatory redemption, in part and by lot, on December 1 of the years and in the respective principal amounts set forth in the following tables, by the application of sinking fund installments, at a redemption price equal to the principal amount thereof to be redeemed:

20__ Term Bonds		20__ Term Bonds		20__ Term Bonds	
<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
20__	\$	20__	\$	20__	\$

In our opinion, the Bonds are valid and legally binding general obligations of The County of Kendall, and the County has power and is obligated to levy ad valorem taxes upon all the taxable property within the County for the payment of the Bonds and the interest thereon, without limitation as to rate or amount. To the extent provided in the Bond Ordinance, the Bonds are also payable from the General Tax Revenues, as defined in the Bond Ordinance. However, the enforceability of rights or remedies with respect to the Bonds may be limited by bankruptcy, insolvency or other laws affecting creditors' rights and remedies heretofore or hereafter enacted.

We are of the opinion that, under existing law, interest on the Bonds is not includable in the gross income of the owners thereof for Federal income tax purposes. If there is continuing compliance with the applicable requirements of the Internal Revenue Code of 1986 (the "Code"), we are of the opinion that interest on the Bonds will continue to be excluded from the gross income of the owners thereof for Federal income tax purposes. We are further of the opinion that interest on the Bonds is not an item of tax preference for purposes of computing alternative minimum taxable income.

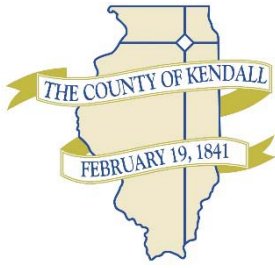
The Code contains certain requirements that must be satisfied from and after the date hereof in order to preserve the exclusion from gross income for Federal income tax purposes of interest on the Bonds. These requirements relate to the use and investment of the proceeds of the Bonds, the payment of certain amounts to the United States, the security and source of payment of the Bonds and the use of the property financed with the proceeds of the Bonds. The County has covenanted in the Bond Ordinance to comply with these requirements.

Pursuant to the Bond Ordinance, the County has designated the Bonds as "qualified tax-exempt obligations" as defined in Section 265(b)(3)(B) of the Code.

Interest on the Bonds is not exempt from Illinois income taxes.

Very truly yours,

LG:bae



Kendall County Agenda Briefing

Committee: Facilities

Meeting Date: July 1, 2019

Amount: \$80,000.00

Budget: \$90,000.00

Issue: Replace section 1 of the Courthouse roof included in the 2019 Capital budget approved by the County Board.

Background and Discussion:

Leaking roof between the old main entrance and through the Southern portion of the Probation Department offices. This roof area is part of the original Courthouse construction from the mid-1990's. The roof has lived out its useful life after having been patched many times.

Committee Action:

Bids were due after the last FM Committee meeting on July 1st. Consensus of the committee was to ask for this to be added to the County Board agenda on August 6, 2019 if the bids came in under the budgeted amount.

Staff Recommendation:

Approve contract with L Marshall Inc. to replace the Kendall County Courthouse roof section one in the amount of \$80,000.00 including alternate one in the amount of \$11,200.00 for additional area to be replaced.

Note: Contract is the same version of the contract used for the PSC Roof Replacement in 2018.

Prepared by: James K. Smiley - KCFM Director

Department: Kendall County Facilities Management

Date: July 30, 2019