

AGENDA
AURORA BOARD OF ELECTION COMMISSIONERS
February 22, 2017
5:00 P.M.
Regular Board Meeting

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment (Limit: 3 minutes per person)
5. Correspondence
6. **Approval of Minutes**
Regular Meeting January 25, 2017
7. **Approval and Place on File Bank Statement(s)**
 - A. Payroll
 - B. Checking
 - C. Savings (quarterly)
 - D. Election Account
 - E. Reserve Account
 - F. Bank Card Statement
8. **Approval and Place on File-Treasure's Report (monthly/year to date)**
9. **Approval of Commission Bills**
 - A. Approved Bills
 - B. Disputed Bills (if Any)
10. **Unfinished Business (Action Items)**
 - A. Legal Update
 - B. Legislative Update: Federal and State
 - C. 2017 Election Cycle Updated information –Consolidated primary and General
 - D. Update on Vemacs Proposed System Update
 - E. Update Proposal for Comcast Internet/ Phone Provider
11. **New Business (Action Items)**
 - A. Approval of the 2015 annual Audit
 - B. Resolution 2017- 05 Approving Votec License for Vemacs Registration 2017
 - C. Letter regarding Unisyn System
- D.
12. **Executive Session**
 - A. Review of the Official Record- Pursuant to 5 ILCS 120/2(C) (21)
 - B. Personnel- Pursuant to 5 ILCS 120/2(C) (1)
 - C. Pending and/or Probable Litigation- Pursuant to 5 ILCS 120/2(C) (11)
13. **Matters to be Referred from Executive Session**
45. Adjourn **March 29, 2017 meeting at 5:00 pm**

Board of Election Commissioners



Commissioners:

Leah Anderson- *Chairman*
Michael McCoy-*Vice Chairman*
Lillian Perry -*Secretary*

OF THE CITY OF AURORA, ILLINOIS 60506
323 WEST GALENA BOULEVARD
TEL: 630-897-4030 – FAX: 630-897-4060
www.auroravotes.org

Hon. Thomas E. Mueller
Circuit Judge
Patrick K. Bond
Legal Counsel
Linda M. Fechner
Executive Director

BANK STATEMENT RECAP
January 31, 2017

RECONCILED BALANCE AS Of 01-31-2017

CHECKING:	521,341.14	*Includes Prior Year Funds
PAYROLL:	37,353.94	
SAVINGS:	<u>121.02</u>	
SUBTOTAL:	558,816.10	\$853,604.91 Budgeted Figure for 2016

Reserve Acct:	202,870.36	Required 15% Not included in budget or available
STATE SAVINGS:	160,127.02	Federal Grant Funds available over Budget Figure

CREDIT CARD BALANCE: 63.08 * included in payables total

DEPOSITS:
misc
transfers

Total Deposits \$0.00

February Payroll	\$6,742.98
PAYABLES:	<u>69,716.32</u> CHECKS to be WRITTEN IN February

subtotal of expenses \$76,459.30

Budgeted CASH BALANCE: 482,356.80 (includes funds from 2016 and prior)

Cash Reserve \$202,870.36

Grant Funds Available \$160,127.92

**Aurora Election Commission
Budget vs. Actual
January through December 2017**

Accrual Basis

	Jan - Dec 17	Budget	% of Budget
Income			
15-00 · Income	175,583 33	886,750 00	19.8%
15-01 · City of Aurora	175,583 33	886,750 00	19.8%
Total 15-00 · Income	175,583 33	886,750 00	19.8%
Total Income	175,583 33	886,750 00	19.8%
Gross Profit	175,583 33	886,750 00	19.8%
Expense			
10-00 · Payroll Expenses	4,515.00	30,000 00	15.1%
10-01 · Full-Time / Regular	10,850.50	70,000 00	15.5%
10-06 · Part-Time / Regular	7,707.50	45,000.00	17.1%
10-07 · Part-Time/Seasonal (early E.J.)	432 50	25,000 00	1.7%
10-08 · Contract Employees	825 00	45,000 00	1.8%
10-09 · Part-Time / Temporary			
10-17 · Election Judges	0 00		
10-17-2 · E2 - Certified	0.00	95,000 00	0.0%
10-17 · Election Judges - Other			
Total 10-17 · Election Judges	0 00	95,000.00	0.0%
10-30 · PW - Paid No Work Office Closed	0 00		
10-31 · Overtime / Regular	428.75	2,000 00	21.4%
10-50 · Supplement - Vactn (Buy Back)	0 00	2,000.00	0.0%
10-52 · Supplement - Other	0 00	1,000.00	0.0%
10-55 · Supplement - Y / E Payout	0.00	0 00	0.0%
10-70 · Longevity Pay	0.00	0.00	0.0%
10-00 · Payroll Expenses - Other	530 00		
Total 10-00 · Payroll Expenses	25,289 25	315,000.00	8.0%
20-00 · Employee Benefits			
20-01 · Employee Health Insurance	0 00	0 00	0.0%
20-04 · Retiree Health Insurance	0 00	0 00	0.0%
20-10 · FICA / Social Security	1,541 13	8,000.00	19.3%
20-11 · FICA / Medicare	360 44	4,000 00	9.0%
20-21 · Clothing - Damaged / Replaced	0 00	0 00	0.0%
20-37 · Unemployment Taxes	490.40	3,000.00	16.3%
20-39 · Insurance / WC - Year End Adj.	0 00	3,000 00	0.0%
20-00 · Employee Benefits - Other	0 00	0 00	0.0%
Total 20-00 · Employee Benefits	2,391.97	18,000 00	13.3%

**Aurora Election Commission
Budget vs. Actual
January through December 2017**

Accrual Basis

	Jan - Dec 17	Budget	% of Budget
25-00 · Bank Fees			
25-01 · Paper Statement Fee	0 00	0 00	0 0%
25-02 · Stop Payment Charge	0 00	200 00	0 0%
25-03 · Over Check-Limit Fee	100 75	500 00	20 2%
25-04 · Chargeback Fees	0 00	100 00	0 0%
Total 25-00 · Bank Fees	100 75	800 00	12 6%
32-00 · Professional Fees			
32-01 · Legal	3,476.03	70,000 00	5 0%
32-05 · Audit	3,000 00	12,000 00	25 0%
32-36 · Technical Assistance	0 00	1,000 00	0 0%
32-41 · Legislative Consultant	0 00	26,000 00	0 0%
32-99 · Other (acct)	2,455 00	8,000 00	30 7%
Total 32-00 · Professional Fees	8,931 03	117,000 00	7 6%
34-00 · Utility Services			
34-01 · Water	0 00	1,000 00	0 0%
34-02 · Sewerage	0 00	500 00	0 0%
Total 34-00 · Utility Services	0 00	1,500 00	0 0%
36-00 · Cleaning Service			
36-03 · Janitorial	327 00	3,600 00	9 1%
36-99 · Other	97 83	1,000 00	9 8%
Total 36-00 · Cleaning Service	424 83	4,600 00	9 2%
38-00 · Repairs & Maintenance Services			
38-02 · Equipment / Non-Licensed	0 00	1,000 00	0 0%
38-05 · Building & Grounds	0 00	2,000 00	0 0%
38-08 · Computer	1,000 00	2,000 00	50 0%
38-11 · Computer - Software	33,739 98	70,000 00	48 2%
38-13 · Equipment - Telephone	0 00	0 00	0 0%
38-15 · Equipment - Copier	687 38	2,500 00	27 5%
38-40 · Insect Control	0 00	1,200 00	0 0%
38-41 · Alarm Service Fees	154 08	700 00	22 0%
Total 38-00 · Repairs & Maintenance Services	35,581 44	79,400 00	44 8%

Aurora Election Commission
Budget vs. Actual
 January through December 2017

Accrual Basis

	Jan - Dec 17	Budget	% of Budget
39-00 · Rentals / Leases			
39-03 · Autos / Vans / Trucks	0 00	1,200.00	0 0%
39-10 · Copy Machines	0 00	0 00	0 0%
39-12 · Mailing Equipment	0 00	1,000.00	0 0%
39-15 · Polling Places \$40.00/pct	0 00	4,000.00	0 0%
39-16 · Storage	0 00	50.00	0 0%
39-20 · Office Space	10,848.60	65,100.00	16 7%
39-21 · Meetings / Display Space	0 00	100.00	0 0%
39-50 · Equipment - Other	0 00	100.00	0 0%
39-99 · Other (taxes/contingency)	0 00	20,000.00	0 0%
Total 39-00 · Rentals / Leases	10,848.60	91,550.00	11 8%
40-00 · Insurance - 1			
40-40 · Liability Insurance	0 00	3,500.00	0 0%
40-41 · ATCAR	0 00	3,000.00	0 0%
Total 40-00 · Insurance - 1	0 00	6,500.00	0 0%
42-00 · Travel & Professional Dvlpmt			
42-01 · Education / Training	0 00	8,000.00	0 0%
42-03 · Travel / Meetings	18 00	1,500.00	1 2%
42-05 · Conferences / Seminars	0 00	10,000.00	0 0%
42-07 · Mileage	83 36	1,000.00	8 3%
42-40 · Ed/Training - Election Judges	0 00	3,000.00	0 0%
Total 42-00 · Travel & Professional Dvlpmt	101 36	23,500.00	0 4%
43-00 · Insurance			
43-02 · Insurance Premium	0 00	3,000.00	0 0%
43-09 · Insurance - Notary	0 00	0 00	0 0%
43-15 · Insurance - Bonding	0 00	400.00	0 0%
Total 43-00 · Insurance	0 00	3,400.00	0 0%
44-00 · Communication Charges			
44-01 · Telephone	0 00	1,000.00	0 0%
44-04 · Telephone - Mobile	0 00	0 00	0 0%
44-09 · Fee - Internet Access	983.03	14,000.00	7 0%
44-00 · Communication Charges - Other	0 00	3,400.00	0 0%
Total 44-00 · Communication Charges	983 03	18,400.00	5 3%

Aurora Election Commission
Budget vs. Actual
 January through December 2017

Accrual Basis

	Jan - Dec 17	Budget	% of Budget
45-00 · Other Services & Charges			
45-01 · Dues	675.00	4,000.00	16.9%
45-02 · Subscriptions	0.00	1,000.00	0.0%
45-03 · Postage	0.00	25,000.00	0.0%
45-04 · UPS / Fed Ex	0.00	0.00	0.0%
45-07 · Copier Costs	0.00	2,000.00	0.0%
45-12 · Advertising / Publication	978.75	50,000.00	2.0%
45-18 · Promo Materials / Services	0.00	100.00	0.0%
45-22 · Notary Registration / Stamp	0.00	0.00	0.0%
45-23 · Copying Services	0.00	0.00	0.0%
45-32 · Licenses / Permits	0.00	100.00	0.0%
45-92 · Election Comm. Oper Costs	0.00	100.00	0.0%
Total 45-00 · Other Services & Charges	1,653.75	82,300.00	2.0%
61-00 · Supplies - General			
61-01 · Office - Direct	0.00	2,500.00	0.0%
61-02 · Office - Central Stores	0.00	0.00	0.0%
61-09 · Custom Printing	0.00	15,000.00	0.0%
61-10 · Books / Periodicals / Videos	0.00	500.00	0.0%
61-35 · Election	32,739.35	90,000.00	36.4%
61-36 · Voting Equipment	0.00	10,000.00	0.0%
61-40 · Expendable Tools / Equipment	0.00	5,000.00	0.0%
61-41 · Furniture / Fixtures	0.00	1,100.00	0.0%
61-78 · Bottled Water	0.00	5,000.00	0.0%
61-80 · Other	1,118.14		
Total 61-00 · Supplies - General	33,857.49	129,100.00	26.2%
62-00 · Supplies - Energy			
62-01 · Natural Gas	0.00	3,000.00	0.0%
62-04 · Electricity	0.00	5,000.00	0.0%
Total 62-00 · Supplies - Energy	0.00	8,000.00	0.0%
63-00 · Supplies - Mach/Equip			
63-02 · Equipment - Copy Machines	0.00	0.00	0.0%
63-99 · Other	0.00	500.00	0.0%
Total 63-00 · Supplies - Mach/Equip	0.00	500.00	0.0%
64-00 · Supplies - Computer			
64-22 · Imaging Equipment / Systems	0.00	1,000.00	0.0%
Total 64-00 · Supplies - Computer	0.00	1,000.00	0.0%

Aurora Election Commission
Budget vs. Actual
 January through December 2017

Accrual Basis

	Jan - Dec 17	Budget	% of Budget
65-00 · Supplies - Repairs / Maint.			
65-02 · Equipment - Non-Licensed	0.00	1,000.00	0.0%
65-05 · Buildings & Grounds	0.00	5,000.00	0.0%
65-13 · Equipment - Telephone	0.00	500.00	0.0%
65-15 · Equipment - Copier/Fax	0.00	100.00	0.0%
Total 65-00 · Supplies - Repairs / Maint.	0.00	6,600.00	0.0%
Total Expense	120,163.50	907,150.00	13.2%
Net Income	55,419.83	-20,400.00	-271.7%

Aurora Election Commission
Bill Payments for All Vendors
February 2017

Vendor	Type	Num	Date	Amount
Feb 17				
EJ - Royster, Sandy	Bill Pmt -Check	8719	02/05/2017	145 00
Batteries Plus #434	Bill Pmt -Check	8720	02/01/2017	107 70
Bond, Dickson & Con	Bill Pmt -Check	8721	02/01/2017	3,476 03
Bruce Harris & Assoc	Bill Pmt -Check	8722	02/01/2017	400 00
Dept of the Treasury	Bill Pmt -Check	8723	02/01/2017	362 29
EJ - Jillings, Christop	Bill Pmt -Check	8724	02/01/2017	42 50
First Communications	Bill Pmt -Check	8725	02/01/2017	983 03
GovConnection, Inc	Bill Pmt -Check	8726	02/01/2017	1,000.00
International Associat.	Bill Pmt -Check	8727	02/01/2017	575 00
Janco Supply, Inc.	Bill Pmt -Check	8728	02/01/2017	69 75
KKC Imaging Systems	Bill Pmt -Check	8729	02/01/2017	75 00
Liberty Systems, LLC	Bill Pmt -Check	8730	02/01/2017	16,252 50
M J M Medina Maint	Bill Pmt -Check	8731	02/01/2017	300 00
old second	Bill Pmt -Check	8732	02/01/2017	63 08
Realtor Association of	Bill Pmt -Check	8733	02/01/2017	5,424 30
Sikich	Bill Pmt -Check	8734	02/01/2017	3,000 00
The Office Works, Inc.	Bill Pmt -Check	8735	02/01/2017	1,403 22
the Voice	Bill Pmt -Check	8736	02/01/2017	933 75
Verizon Wireless	Bill Pmt -Check	8737	02/01/2017	1,763 19
VOTEC Corporation	Bill Pmt -Check	8738	02/01/2017	33,339 98
Feb 17				69,716.32

Aurora Election Commission Bills for All Vendors

All Transactions

Vendor	Num	Amount
Batteries Plus #434	434-251752	107 70 supplies
Bond, Dickson & Conway, P C.	5509	3,476 03 legal
Bruce Harris & Assoc., Inc	77378	400 00 consult
Dept of the Treasury	cp504b	362 29 taxes
EJ - Jillings, Christopher J	207supplies	12 00 supplies
EJ - Jillings, Christopher J	214mileage	30 50 mileage
First Communications	4887123	983 03 phone
GovConnection, Inc	54327740	1,000 00 supplies
International Association of Government O	2017lperry	125 00 dues
International Association of Government O	2017dmoore	125 00 dues
International Association of Government O	2017lfechner	200 00 dues
International Association of Government O	2017landerson	125 00 dues
Janco Supply, Inc	b124168	69 75 supplies
KKC Imaging Systems	68135	75 00 copier
Liberty Systems, LLC	3694	16,252 50 contract
M J M Medina Maintenance	217jan svce	300 00 cleaning
old second	217pcole	63 08 supplies
Realtor Association of the Fox Valley	317rent	5,424 30 rent
Sikich	279544	3,000.00 audit
The Office Works, Inc	15991	327 91 supplies
The Office Works, Inc.	415451	82 50 supplies
The Office Works, Inc.	415991	327.91 supplies
The Office Works, Inc	414460	318.46 supplies
The Office Works, Inc	414602	346.44 supplies
the Voice	216ads	456 75 ads
the Voice	131-2017	477.00 ads
Verizon Wireless	942040349-0001	1,763 19 phones
VOTEC Corporation	12416	33,339 98 license
Total		<u><u>69,571.32</u></u>

**A RESOLUTION APPROVING A LICENSING AGREEMENT
WITH VOTEC CORPORATION**

22 February 2017

Resolution No. 2017-5

RECITALS

WHEREAS, the Aurora Election Commission (“ELECTION COMMISSION”) is a body politic and corporate, organized and existing pursuant to the Illinois Election Code, 10 ILCS 5/1-1, *et seq.*; and

WHEREAS, the ELECTION COMMISSION is authorized and empowered, pursuant to the Illinois Election Code, 10 ILCS 5/1-1, *et seq.*, to pass resolutions and to enter into agreements for the purpose of carrying out its statutorily enumerated duties and responsibilities and those powers reasonably inferred therefrom; and

WHEREAS, the ELECTION COMMISSION desires to enter into a Licensing Agreement to assist with election management and voter registration through the utilization of the ELECTION COMMISSION’S current resources, such as the Oracle Database; and

WHEREAS, the ELECTION COMMISSION has received a price quote for the VOTEC Election Management And Compliance System (“VEMACS”) from Votec Corporation (“VOTEC”) for such a system; and

WHEREAS, VOTEC is a member of the Oracle Partner Network which affords VOTEC customers access to expanded Oracle support and resources and the VEMACS therefore utilize Oracle forms and reporting tools to create a fully integrated computer system that will assist the ELECTION COMMISSION with, among other things, voter registration, absentee and remote early voting processing, poll worker and polling place management, ballot management and petition and candidate processing; and

WHEREAS, after evaluating other systems the ELECTION COMMISSION determines that the price quote for the VEMACS by VOTEC is reasonable and acceptable to the ELECTION COMMISSION and the ELECTION COMMISSION desires to enter into a Licensing Agreement with VOTEC for the VEMACS that conforms to said price quote; and

WHEREAS, the ELECTION COMMISSION finds that said Agreement is in the best interest of the ELECTION COMMISSION and the citizens served by the ELECTION COMMISSION.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Election Commission, as follows:

1. That the recitals set forth above are incorporated herein and made a part hereof.
2. That the Board of Commissioners hereby approves the Licensing Agreement with VOTEC for the VEMACS that conforms to the price quote attached hereto and incorporated herein by reference as Exhibit "A", not to exceed \$33,339.98.
3. That the ELECTION COMMISSION Executive Director and such other ELECTION COMMISSION Officers and Staff are further authorized to execute all documents and perform all other acts necessary to bring said Agreement into effect.
4. That all resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.
5. That this Resolution shall be in full force and effect from and after its passage, approval and publication, in the manner provided for by law.
6. That the Executive Director is hereby directed to transmit a certified copy of this Resolution to the Attorneys for the Election Commission at Bond, Dickson & Conway, 400 S. Knoll, Unit C, Wheaton, Illinois 60187.
7. The Executive Director is hereby directed to transmit a certified copy of this Resolution to the Office of the Chief Judge of the Sixteenth Judicial Circuit, 37W777 Route 38, St. Charles, Illinois 60175.

PASSED AND APPROVED by the Board of Election Commissioners of the Aurora Election Commission this 22nd day of February, 2017.

APPROVED:

BY:

Leah Anderson
Leah Anderson, Chairman

Mike McCoy, Vice Chair

Lillian Perry
Lillian Perry, Secretary

ATTEST:

BY:

Lillian Perry
Lillian Perry, Secretary

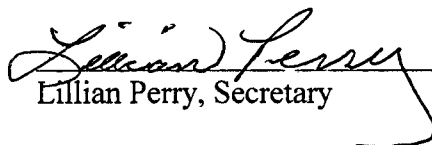
AYES: 02

NAYS: 0

ABSENT: 1

CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of the Aurora Election Commission, Aurora, Illinois, and that the foregoing is a true, complete and exact copy of Resolution No. 2017-5, passed and approved on February 22, 2017, as the same appears from the official records of the Aurora Election Commission.


Lillian Perry, Secretary

**CITY OF AURORA FACILITY USE AGREEMENT FOR STOVER VISITORS CENTER
FOR THE FEBRUARY 28, 2017 CONSOLIDATED PRIMARY ELECTION**

This Facility Use Agreement for Early Voting and Election Day voting for the February 28, 2017 Consolidated Primary Election (the "Facility Use Agreement") is made this seventh day of February 2017 by and between the City of Aurora, a home rule Illinois municipal corporation (the "City") and the Board of Election Commissioners of the City of Aurora (the "Election Commission") (the City and the Election Commission are hereinafter sometimes individually referred to as a "Party" and collectively referred to as "the Parties").

WITNESSETH

WHEREAS, the City and the Election Commission desire to permit the Election Commission to erect, maintain, and operate polling places on certain City property, at no cost, during the Consolidated Primary Election to be held on February 28, 2017, pursuant to the terms of 10 ILCS 5/11-4.1.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the City's desire to provide polling places for the Election Commission at no cost, and the Election Commission's desire to operate said polling places, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Term:** The term of this Facility Use Agreement shall commence January 18, 2017 at 8 a.m. CST and terminate March 1, 2017, at 7:30 pm CST (the "Term"), unless earlier terminated by breach of the terms and conditions of this Facility Use Agreement, or terminated as otherwise provided in this Facility Use Agreement.

2. **Polling Locations and Polling Places:**

A. The City will provide access to the following premises ("Polling Locations") during the Term of this Facility Use Agreement to the Election Commission for the purposes of erecting, maintaining, and operating polling places as set forth in 10 ILCS 5/11-4.1 ("Polling Places") and will where possible endeavor to provide uninterrupted internet access to said sites during the term of this Agreement:

Phillips Park Stover Visitors Center, 1000 Ray Moses Drive

If the Election Commission determines that it shall not need any one or more of the Polling Locations as a Polling Place, it shall notify the City of such at least forty-eight (48) hours before the commencement of the term of this Agreement.

B. The Election Commission will not impede the access of the City or its employees, contractors, or agents to the Polling Locations or Polling Places, and the City, shall use its best efforts to cooperate with the Commission to

avoid disruption of the voting process by necessary City activities in the Polling Locations or Polling Places.

- C. The Election Commission, at its sole cost and expense, agrees to setup, operate, and maintain the Polling Places, and to remove all Polling Places and equipment from all Polling Locations upon termination or expiration of this Facility Use Agreement. If the Election Commission refuses or fails to remove any Polling Place and equipment from any Polling Location upon termination or expiration of this Facility Use Agreement, the City may secure the removal and storage of the property of the Election Commission and charge the Election Commission for the removal and storage costs. The Election Commission agrees to pay such removal and storage costs upon demand from the City.

3. **Operation and Maintenance:**

- A. The sole purpose for which Polling Locations may be used by the Election Commission, in the absence of prior written approval from the City, shall be the operation and maintenance of Polling Places and other related activities.
- B. The Election Commission shall be responsible for all costs associated with the operation, maintenance and repair of the Polling Places.

4. **Damages, Losses and Theft:** The Election Commission understands and agrees that the City is not responsible for:

- A. any losses or economic damages of any kind sustained by the Election Commission due to theft or damage of any item of the Polling Places or the Polling Locations; and
- B. any losses of any kind or damages of any kind that arise out of the use and operation of the Polling Places or the Polling Locations.
- C. any injuries, illness, death or property damage caused by the use or operation of the Polling Places or Polling Locations.

5. **Indemnification:** The Election Commission shall indemnify, defend and hold harmless the City and the City Affiliates (defined to include: "all appointed and elected City officials, officers, employees, agents, attorneys and volunteers") from and against all claims, causes of action, lawsuits, damages, losses, costs or expenses of any kind whatsoever, including reasonable attorney's fees, in connection with or relating to the use, operation, maintenance of the Polling Places or Polling Locations.

6. **Attorney's Fees and Costs:** If any legal action is instituted to enforce this Facility Use Agreement or any part of this Facility Use Agreement, then the City or the Commission shall be entitled to recover reasonable attorney's fees and court costs if it prevails in the legal action.

7. **Termination:** If the Polling Locations shall be destroyed or damaged by any acts of war, terrorism, the elements, including earthquake, or fire, to such an extent as to render the Polling Locations unusable in whole or in substantial part or made unavailable for any other reason, then this Facility Use Agreement shall be immediately terminated with no liability to the City or the Election Commission. The City shall notify the Election Commission as soon as possible of a Polling Location's unavailability in the event that it is rendered unusable.
8. **Assignment:** The Election Commission shall have no right to assign, transfer, or convey its rights under this Facility Use Agreement to any person or entity without the prior written consent of the City, which consent may be withheld at the sole discretion of the City.
9. **Miscellaneous Provisions:**
- A. The Election Commission shall use the Polling Locations in full compliance with all applicable City codes, ordinances, rules and regulations.
 - B. The City shall make the Polling Locations available to the Election Commission in the Polling Locations' current condition.
 - C. The Election Commission shall provide the City with a copy of the Certificate of Insurance of the insurance coverage for the Election Commission's offices.
10. **Jurisdiction and Venue:** This Facility Use Agreement and all questions of interpretation, construction, and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that for the purpose of any litigation relative to this Facility Use Agreement and its enforcement, venue shall be in the Circuit Court of Kane County, Illinois, and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.
11. **Contact Information for the Parties:** All notices and requests, if any, required pursuant to this Facility Use Agreement shall be sent by certified mail, return receipt requested, by personal service, or by a national overnight/next day delivery courier (e.g., Federal Express) addressed as follows:

If to the Election Commission:
Aurora Election Commission
323 West Galena Blvd.
Aurora, Illinois 60506
Attn: Linda Fechner
Executive Director

If to the City:
City of Aurora
44 East Downer Place
Aurora, Illinois 60507
Attn: Alayne Weingartz, Esq.
Corporation Counsel

With copy to:

Patrick K. Bond, Esq.
Bond Dickson & Assoc., P.C.
400 So. Knoll Steet, Unit C
Wheaton, Illinois 60187

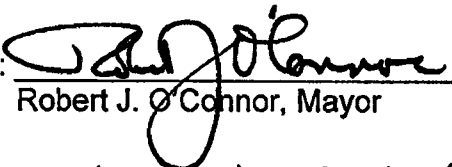
With service by certified mail being deemed given on the third day after depositing same in the U.S. Mail, and service by personal delivery or courier being deemed given on the date of actual delivery.

12. **Execution:** This Facility Use Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Facility Use Agreement.
13. **Amendment:** No oral modification, amendment, or change shall be allowed to this Facility Use Agreement. Any modification, amendment, or change hereto shall be in writing and approved by the City and the Election Commission. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Facility Use Agreement which are not fully expressed herein.

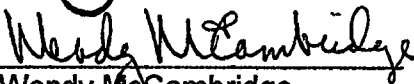
IN WITNESS WHEREOF, each Party to this Facility Use Agreement has caused it to be executed in the County of Kane, State of Illinois, on the date first above written.

City of Aurora

**Board of Election Commissioners of
the City of Aurora**

BY: 
Robert J. O'Connor, Mayor

BY: _____
Leah Anderson, Chairman

ATTEST: 
Wendy McCambridge
City Clerk

ATTEST: _____
Lillian Perry
Secretary

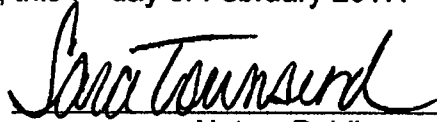
Date: February 7, 2017

Date: February 7, 2017

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Robert J. O'Connor and Wendy McCambridge, personally known to me to be the City Mayor and City Clerk of the City of Aurora, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such City Mayor and City Clerk, respectively, appeared before me this day in person and severally acknowledged that as such City Mayor and City Clerk they signed and delivered the said instrument, pursuant to authority given by said City, as their free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth, and that said City Clerk as custodian of the corporate seal of said City caused said seal to be affixed to said instrument as said City Clerk's own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 7th day of February 2017.



Notary Public

My Commission Expires: 5-21-2018



**CITY OF AURORA FACILITY USE AGREEMENT FOR STOVER VISITORS CENTER
FOR THE APRIL 4, 2017 CONSOLIDATED ELECTION**

This Facility Use Agreement for Early Voting and Election Day voting for the April 4, 2017 Consolidated Election (the "Facility Use Agreement") is made this 7th day of February 2017 by and between the City of Aurora, a home rule Illinois municipal corporation (the "City") and the Board of Election Commissioners of the City of Aurora (the "Election Commission") (the City and the Election Commission are hereinafter sometimes individually referred to as a "Party" and collectively referred to as "the Parties").

WITNESSETH

WHEREAS, the City and the Election Commission desire to permit the Election Commission to erect, maintain, and operate polling places on certain City property, at no cost, during the Consolidated Election to be held on April 4, 2017, pursuant to the terms of 10 ILCS 5/11-4.1.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the City's desire to provide polling places for the Election Commission at no cost, and the Election Commission's desire to operate said polling places, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Term:** The term of this Facility Use Agreement shall commence February 23, 2017 at 8 a.m. CST and terminate April 5, 2017, at 7:30 pm CST (the "Term"), unless earlier terminated by breach of the terms and conditions of this Facility Use Agreement, or terminated as otherwise provided in this Facility Use Agreement.

2. **Polling Locations and Polling Places:**

A. The City will provide access to the following premises ("Polling Locations") during the Term of this Facility Use Agreement to the Election Commission for the purposes of erecting, maintaining, and operating polling places as set forth in 10 ILCS 5/11-4.1 ("Polling Places") and will where possible endeavor to provide uninterrupted internet access to said sites during the term of this Agreement:

Phillips Park Stover Visitors Center, 1000 Ray Moses Drive

If the Election Commission determines that it shall not need any one or more of the Polling Locations as a Polling Place, it shall notify the City of such at least forty-eight (48) hours before the commencement of the term of this Agreement.

B. The Election Commission will not impede the access of the City or its employees, contractors, or agents to the Polling Locations or Polling Places, and the City, shall use its best efforts to cooperate with the Commission to

avoid disruption of the voting process by necessary City activities in the Polling Locations or Polling Places.

- C. The Election Commission, at its sole cost and expense, agrees to setup, operate, and maintain the Polling Places, and to remove all Polling Places and equipment from all Polling Locations upon termination or expiration of this Facility Use Agreement. If the Election Commission refuses or fails to remove any Polling Place and equipment from any Polling Location upon termination or expiration of this Facility Use Agreement, the City may secure the removal and storage of the property of the Election Commission and charge the Election Commission for the removal and storage costs. The Election Commission agrees to pay such removal and storage costs upon demand from the City.

3. **Operation and Maintenance:**

- A. The sole purpose for which Polling Locations may be used by the Election Commission, in the absence of prior written approval from the City, shall be the operation and maintenance of Polling Places and other related activities.
- B. The Election Commission shall be responsible for all costs associated with the operation, maintenance and repair of the Polling Places.

4. **Damages, Losses and Theft:** The Election Commission understands and agrees that the City is not responsible for:

- A. any losses or economic damages of any kind sustained by the Election Commission due to theft or damage of any item of the Polling Places or the Polling Locations; and
- B. any losses of any kind or damages of any kind that arise out of the use and operation of the Polling Places or the Polling Locations.
- C. any injuries, illness, death or property damage caused by the use or operation of the Polling Places or Polling Locations.

5. **Indemnification:** The Election Commission shall indemnify, defend and hold harmless the City and the City Affiliates (defined to include: "all appointed and elected City officials, officers, employees, agents, attorneys and volunteers") from and against all claims, causes of action, lawsuits, damages, losses, costs or expenses of any kind whatsoever, including reasonable attorney's fees, in connection with or relating to the use, operation, maintenance of the Polling Places or Polling Locations.

6. **Attorney's Fees and Costs:** If any legal action is instituted to enforce this Facility Use Agreement or any part of this Facility Use Agreement, then the City or the Commission shall be entitled to recover reasonable attorney's fees and court costs if it prevails in the legal action.

7. **Termination:** If the Polling Locations shall be destroyed or damaged by any acts of war, terrorism, the elements, including earthquake, or fire, to such an extent as to render the Polling Locations unusable in whole or in substantial part or made unavailable for any other reason, then this Facility Use Agreement shall be immediately terminated with no liability to the City or the Election Commission. The City shall notify the Election Commission as soon as possible of a Polling Location's unavailability in the event that it is rendered unusable.
8. **Assignment:** The Election Commission shall have no right to assign, transfer, or convey its rights under this Facility Use Agreement to any person or entity without the prior written consent of the City, which consent may be withheld at the sole discretion of the City.
9. **Miscellaneous Provisions:**
- A. The Election Commission shall use the Polling Locations in full compliance with all applicable City codes, ordinances, rules and regulations.
 - B. The City shall make the Polling Locations available to the Election Commission in the Polling Locations' current condition.
 - C. The Election Commission shall provide the City with a copy of the Certificate of Insurance of the insurance coverage for the Election Commission's offices.
10. **Jurisdiction and Venue:** This Facility Use Agreement and all questions of interpretation, construction, and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that for the purpose of any litigation relative to this Facility Use Agreement and its enforcement, venue shall be in the Circuit Court of Kane County, Illinois, and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.
11. **Contact Information for the Parties:** All notices and requests, if any, required pursuant to this Facility Use Agreement shall be sent by certified mail, return receipt requested, by personal service, or by a national overnight/next day delivery courier (e.g., Federal Express) addressed as follows:

If to the Election Commission:
Aurora Election Commission
323 West Galena Blvd.
Aurora, Illinois 60506
Attn: Linda Fechner
Executive Director

If to the City:
City of Aurora
44 East Downer Place
Aurora, Illinois 60507
Attn: Alayne Weingartz, Esq.
Corporation Counsel

With copy to:

Patrick K. Bond, Esq.
Bond Dickson & Assoc., P.C.
400 So. Knoll Steet, Unit C
Wheaton, Illinois 60187

With service by certified mail being deemed given on the third day after depositing same in the U.S. Mail, and service by personal delivery or courier being deemed given on the date of actual delivery.

12. **Execution:** This Facility Use Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Facility Use Agreement.
13. **Amendment:** No oral modification, amendment, or change shall be allowed to this Facility Use Agreement. Any modification, amendment, or change hereto shall be in writing and approved by the City and the Election Commission. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Facility Use Agreement which are not fully expressed herein.


IN WITNESS WHEREOF, each Party to this Facility Use Agreement has caused it to be executed in the County of Kane, State of Illinois, on the date first above written.

City of Aurora

**Board of Election Commissioners of
the City of Aurora**

BY: 
Robert J. O'Connor, Mayor

BY: _____
Leah Anderson, Chairman

ATTEST: 
Wendy McCambridge
City Clerk

ATTEST: _____
Lillian Perry
Secretary

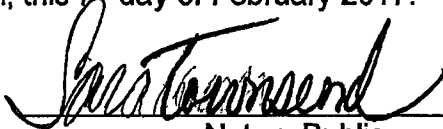
Date: February 7, 2017

Date: February 7, 2017

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Robert J. O'Connor and Wendy McCambridge, personally known to me to be the City Mayor and City Clerk of the City of Aurora, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such City Mayor and City Clerk, respectively, appeared before me this day in person and severally acknowledged that as such City Mayor and City Clerk they signed and delivered the said instrument, pursuant to authority given by said City, as their free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth, and that said City Clerk as custodian of the corporate seal of said City caused said seal to be affixed to said instrument as said City Clerk's own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 7th day of February 2017.



Notary Public

My Commission Expires: 5-21-2018

