

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, May 5, 2020 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. Public Hearing
 - Public Hearing for proposed Downstate Small Business Stabilization applications funded by Community Development Block Grant (CDBG) funds
8. Consent Agenda
 - A. Approval of County Board Minutes from April 7, 2020
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$755,309.59
 - D. Approve Contract with University of Chicago for Professional Service Contract for \$85,000.00 from May 1, 2020 to April 30, 2021
 - E. Approve Resolution granting the Kendall County Sheriff authority to enter into agreement for towing services
 - F. Approve lease agreement with Oswego Township for office space at 99 Boulder Hill Pass for \$200.00 a month with an increase of \$10.00 per month annually not to exceed \$300.00 per month
 - G. Approval of Kendall County Fair Housing Resolution
9. Old Business
10. New Business
 - A. Approval of Kendall County Ordinance Repealing Ordinance #2020-04 and Revising the Procedure for Postponing Delinquency Date Interest and Penalties for the First Installment of 2019 (Payable 2020) Property Tax Payment
11. Executive Session
12. Elected Official Reports & Other Department Reports
 - A. Health Department
 - B. Emergency Management Agency
13. Standing Committee Reports
 - A. Highway
 1. Approve Resolution to vacate a no longer used highway right-of-way near the intersection of Plainfield Road and Ridge Road
 2. Approval of Agreed Order setting preliminary just compensation in the amount of \$49,500 for the acquisition of right-of-way from the Wayne Borneman trust for the Eldamain Road extension project
 - B. Economic Development
 1. Approval of a Resolution of Support for Kennedy Pointe Restaurant Downstate Small Business Stabilization Program Application
 2. Approval of a Resolution of Support for Top Notch Kennels Downstate Small Business Stabilization Program Application
 3. Approval of a Participation Agreement Between Kendall County and Top Notch Kennels
 4. Approval of a Participation Agreement Between Kendall County and Kennedy Pointe Restaurant
 5. Approval of a Promissory Note for Kendall County, Illinois, to Borrow \$200,000 from the Kendall County Revolving Loan Fund to Secure Emergency Working Capital Grant Funding, Under the Downstate Small Business Stabilization Program, for Local Businesses Facing Hardship Due to the COVID-19 Pandemic
14. Special Committee Reports
 - A. ISACo, UCCI, NACO, and other County Organizations
15. Other Business
16. Chairman's Report
17. Public Comment
18. Questions from the Press
19. Executive Session
20. 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 SEPTEMBER MEETING
April 7, 2020**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday April 7, 2020 at 6:00 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Elizabeth Flowers, Scott Gengler, Tony Giles (6:07 p.m.), Judy Gilmour, Audra Hendrix, Matt Kellogg, Matt Prochaska and Robyn Vickers (6:12 p.m.). Members absent: None.

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

THE AGENDA

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

SPECIAL RECOGNITION

Chairman Gryder recognized the Health Department and first responders and all those on the front line doing what they do to help the community out.

CONSENT AGENDA

Member Prochaska moved to approve the consent agenda of A) county board minutes from March 3, 2020; B) standing committee minutes; C) claims in an amount not to exceed \$1,332,918.68. Member Hendrix seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. Motion carried.

C) COMBINED CLAIMS: ADMIN \$286.58; ANML CNTRL WRDN \$2,209.78; BEHAV HLTH \$7,893.16; CAP EXP \$135,400.00; CIR CRT JDG \$4,489.60; COMB CRT SVS \$18,992.50; COMM ACTN SVS \$74,182.76; COMM HLTH SVS \$2,503.26; CONT SVS \$53,150.00; CRNR \$14,983.35; CORR \$2,978.38; CNTY ADMIN \$7,402.90; CNTY BRD \$10,215.26; CNTY CLK \$615.83; HIGHWY \$182,940.69; TRSR \$3,555.53; ELCTN \$14,875.58; EMA \$35.90; EMPL BNFTS \$390,570.98; ENVIRO HLTH \$2,928.31; FCLT MGMT \$9,021.38; PBZ SR PLNR \$2,136.72; PBZ \$286.71; PRSDG JDGE \$62.00; PROB SVS \$1,434.53; PRGM SUPP \$12,022.41; ROE \$319.48; SHF \$8,146.01; ST ATTY \$1,347.16; TECH \$18,727.49; UTIL \$65,694.04; VET \$2,429.00; ELCT JDG \$42,091.68; SHF \$12,633.56; SHF \$32,076.15; SHF \$194,280.00

ELECTED OFFICIAL REPORTS & OTHER DEPARTMENT REPORTS

Health Department

Dr. Tokars reviewed the information on the County's website regarding COVID-19. Dr. Tokars talked about social distancing and what work each department within the Health Department is doing.

Emergency Management Agency

Joe Gillespie thanked the Health Department and those that are working from home. Mr. Gillespie spoke about what EMA is doing with regards to personal protection equipment, FEMA acceptance and expense tracking and social distancing.

State's Attorney

Assistant State's Attorney Annie Knight reported that they are working at half-staff and working remotely.

Coroner

Deputy Coroner Levi Gotte reported that they are working through preplanning of continuity of operations, worked out COVID guidance as far as PPE and ordering supplies.

County Clerk

County Clerk Debbie Gillette stated that they are working at half-staff, handling things through the mail and the drop box. Marriage licenses are by appointment only for those getting married right away.

STANDING COMMITTEE REPORTS

Administration - HR

Comcast

Member Flowers moved to approve a 48 month contract for 200 Mbps Fiber Internet Service between Comcast Inc. and Kendall County in a total amount of \$36,384.00 to be paid on a monthly basis. Member Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion with the approved amendments. All members present voting aye. **Motion carried.**

Current Technologies Corporation

Member Flowers moved to approve the low bid for the IT 2020 Network Infrastructure Project from Current Technologies Corporation in an amount of \$144,782.77. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion with the approved amendments. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-24 is available in the Office of the County Clerk.

COVID-19

Member Flowers moved to approve the COVID-19 temporary job-related travel restrictions and telework guidelines and procedures. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion with the approved amendment. All members present voting aye. **Motion carried.**

SPECIAL COMMITTEE REPORTS

ISACo, UCCI, NACO, and other County Organizations

Member Prochaska reported that there are rumors about an infrastructure/bailout bill at the national level. Counties across the state are preparing for financial matters relating to COVID-19.

OTHER BUSINESS

Member Hendrix spoke about the Facebook group Yorkville Mask Makers Group who are making masks.

Member Vickers spoke about the Facebook group Community Cares. They are delivering meals to students. They have a neighbors helping neighbors program and a care package program.

Chairman Gryder stated that the census reporting still continues – Kendall County is at 60.8% self reporting.

Chairman's Report

Chairman Gryder spoke about a regional approach to personal protection equipment.
Chairman Gryder and Treasurer Jill Ferko spoke about the upcoming property tax bills.
Chairman Gryder has a call with Mayors and Managers where they discussed what is being done during this time.

QUESTIONS FROM THE PRESS

Katie Finlon from the Kendall County Record asked if any County Elected Officials or County Office workers have tested positive for COVID-19.

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 15th day of April, 2020.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
REMOTE MEETING MINUTES
Thursday, April 16, 2020**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE - The meeting was called to order at 4:00p.m. by County Board Chair Scott Gryder, who asked Member Kellogg to lead the Pledge of Allegiance to the American Flag.

ROLL CALL:

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Elizabeth Flowers	ABSENT		
Scott Gengler	Here		
Tony Giles		4:27p.m.	
Judy Gilmour	Here		
Scott Gryder	Here		
Audra Hendrix		4:06p.m.	
Matt Kellogg	Yes		
Matthew Prochaska	Here		
Robyn Vickers	Here		

APPROVAL OF AGENDA –Member Kellogg made a motion to approve the agenda, second by Member Gengler. **With seven members present voting aye, the motion carried by a vote of 7-0.**

APPROVAL OF SUPPLEMENTAL CLAIMS – Member Kellogg made a motion to forward claims to the County Board for approval, second by Member Gilmour. **With seven members voting aye, the motion carried.** Member Kellogg reported that the County Clerk’s office continues working on claims reports, etc. and hopes to have the issues resolved shortly.

OLD BUSINESS – None

NEW BUSINESS

From the Highway Department:

- *Approval of Resolution approving low bids from April 3, 2020 bid letting for road and bridge construction projects on county routes and for those township projects funded with Township MFT funds* – Motion by Member Gryder, second by Member Cesich **With seven members voting the aye, the motion passed by 7-0.**

- *Approval of Intergovernmental Agreement for Kendall County Transportation Alternatives Program (“KC-TAP”) funding grant to the Oswegoland Park District for installation of ADA and safety upgrades along the Grove Road Trail* – Motion made by Member Kellogg to forward the inter-governmental agreement to the County Board for approval, second by Member Cesich. **With eight members present voting aye, the motion carried by a vote of 8-0.**

- *Approval of Resolution to acquire and dispose of real estate to correct the right-of-way at the intersection of Plainfield Road and Ridge Road* – Motion made by Member Cesich to forward the resolution to the County Board for approval, second by Member Gilmour. **With eight members present voting aye the motion passed by a vote of 8-0.**

- *Approval of Resolution to vacate a no longer used highway right-of-way near the intersection of Plainfield Road and Ridge Road* – Motion Member Cesich to forward the resolution to the County Board for approval, second by Member Hendrix. **With nine members present voting aye, the motion passed by a vote of 9-0.** Fran Klaas will email additional maps and information to Board members prior to the County Board meeting.

- *Approval of Resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes along Ridge Road between Theodore Street and Caton Farm Road in Kendall County, Illinois* – Motion by Member Kellogg second by Member Cesich **With all members present voting aye, the motion carried by a vote of 8-0.**

- *Approval of the Ordinance for the establishment of an altered speed limit on Jughandle Road* – Mr. Klaas stated that although this is a township road, Townships cannot set their own speed limits; therefore the Highway Department conducted a speed limit study, which showed the average speed limit of 40 mph on the road. Member Cesich made a motion to forward the ordinance to the County, second by Member Gengler. **With nine members present voting aye, the motion passed by a 9-0 vote.**

From Animal Control Committee:

- *Update on Facility Upgrades/Renovations* – Member Cesich reported that they are completing demolition, and said it is coming along nicely. Jim Smiley reported delays in the window installation, and the air purifying units are delayed in Canada. Smiley stated that ceiling insulation was totally removed, and R24 spray insulation installed, as well as ceiling tiles that are drywall and cleanable from the bottom will be installed. Paint ordered, and anticipated project completion date as May 22nd.

Member Cesich reported a low animal count being housed at Countryside Vet Clinic, and said Kendall County Animal Control is ready to have any animals moved back to KC Animal Control in mid-May when building renovations are completed.

Discussion of 2020 Elected Official Salaries – Member Prochaska recused himself from this discussion due to a potential conflict of interest. Member Kellogg reviewed the two options proposed for the Circuit Clerk salary increases for the next 4 years. Treasurer Ferko reported that there is no salary contribution from the state for this position. Discussion on other percentages, and no increase for the next two years for the Circuit Clerk. **After consensus, a revised Circuit Clerk Salary Resolution will be presented at the April 21st County Board meeting.**

Discussion and review of the Coroner's salary resolution was tabled to the next Finance Committee meeting, and the May 14th Committee of the Whole meeting in order to gather additional compensation analysis data.

Discussion of 2019 (2020 payable) Property Taxes Penalties and Interest – Scott Koepfel reported that this issue was discussed at the April 9th Finance Committee meeting. Mr. Koepfel reviewed the application process, and said the application should be submitted to the Treasurer's Office no later than June 1st. There would then be a 60-day delay without penalty (no retro) to qualified/approved property owners that have applied. Discussion with the treasurer on the increased work for her staff, the application, and the percentage(s) that will be charged for the delayed tax penalties and interest. **Scott Koepfel was tasked with creating a draft application and resolution for further discussion and approval at the April 21st County Board meeting.**

PUBLIC COMMENT – NONE

QUESTIONS FROM THE MEDIA – NONE

CHAIRMAN'S REPORT – NONE

REVIEW BOARD ACTION ITEMS – Chairman Gryder asked the committee to review the draft County Board agenda. The Committee asked for the addition of UCCI and NACo reports, and to move the Senior Levy Resolution to the regular agenda. The Coroner Salary Resolution will be removed, and discussed at the May 14th COW meeting.

EXECUTIVE SESSION – NONE.

ADJOURNMENT – Member Prochaska made a motion to adjourn the meeting, second by Member Hendrix. **With nine members voting aye, the meeting was adjourned at 5:23p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

COUNTY OF KENDALL, ILLINOIS
Economic Development Committee

Remote Meeting Minutes
Friday, April 17, 2020

Call to Order

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

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Scott Gryder		9:03a.m.	
Audra Hendrix	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

Others Present: Mera Johnson, Scott Koeppel, Amanda Straight (TPMA)

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

Approval of January 31, 2020 Meeting Minutes – Member Cesich made a motion to approve the January 31, 2020 meeting minutes, second by Member Vickers. **With four members voting aye, the motion carried by a vote of 4-0.**

Committee Business

- *Introduction of Thomas P. Miller and Associates (TPMA)* – Member Hendrix stated that she discovered this organization through the Fox Valley Mr. Koeppel stated that this group is able to assist Kendall County with Economic Development needs, and facilitating the Downstate Small Business Stabilization Program process for Kendall County businesses.
- *Discussion of Downstate Small Business Stabilization Program* - Amanda Straight from TPMA introduced the company and provided history on what they can offer the County. Ms. Straight stated that CDBG funding is already in existence, and the grant maximum is \$25,000. Per business. Ms. Straight reviewed the steps including establishing initial eligibility, review of business required documentation, publishing a notice of public hearing seven days in advance, holding a public hearing, reviewing all business documentation, preparing County documentation, compiling and reviewing final submittals, and the County submitting Application via email. Ms. Straight reported the County has its first applicant, who has already submitted all documentation to TPMA. The next step is a public hearing and then submission of the documentation to the state for approval and grant amount decision.

COUNTY OF KENDALL, ILLINOIS

Economic Development Committee

Mr. Koeppel stated that because of the extensive and time frame for submission, the review and application process, the Finance Committee felt that hiring an outside organization to collaborate the process for the County.

Discussion on the need to market the grant program to local small businesses. **There was consensus by the Committee to approve an amount not to exceed \$3000 in advertising this program to the community, to the County Board for approval for the April 21st meeting.**

Mr. Koeppel stated that some of the municipalities voiced concern about fulfilling the requirement to repay the state with municipality funds, since they are already losing revenue due to Covid-19. Mr. Koeppel stated that the County cannot submit applications for municipalities, but only for businesses in unincorporated Kendall County. Discussion on the application process from municipalities and what the approval process would be from the County's standpoint in reviewing and approving an application and regarding potential backstop funding support to municipalities that have agreed to participate in the grant program. Member Gryder asked for a recap of this discussion for a press release and also for partnering with the municipalities. **There was consensus by the committee to set aside up to \$800,000 from the Revolving Loan Fund for 12-months, or the duration of the grant program, for any backstop funds that might be needed for repayment.**

Updates and Reports

- *Internet Resources for Families and Businesses including Updates to County EDC Information* – Member Hendrix encouraged members to include information on The Cares Act and PPE funds on their personal and political webpages. Member Hendrix also asked members to share information from the County Economic Development webpage, as well as some of the municipality pages that offer resources for local businesses. Mr. Koeppel stated there are plans to update the County Economic webpage with additional information.
- *Direction for Referral to Resources to Admin* – Member Hendrix asked members to direct all business calls regarding resources to contact the Administration Department for assistance.

Chairs Report – No report

Items for the County Board - None

Items for the Committee of the Whole Meeting - None

Public Comment – None

Executive Committee – Not needed

Adjournment - Member Gryder made a motion to adjourn, second by Member Vickers. There being no objection, the Economic Development Committee meeting was adjourned at 10:10a.m.

Respectfully submitted,
Valarie McClain, Administrative Assistant & Recording Secretary

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
SPECIAL Meeting Minutes for Thursday, April 30, 2020

Call to Order

Committee Chair Matt Kellogg called the Budget and Finance Committee to order at 5:00p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Scott Gryder	Here		
Audra Hendrix	Here		
Matt Kellogg	Present		
Matthew Prochaska	Here		

Others Present - Latreese Caldwell, Jill Ferko, Scott Koeppel

Approval of Agenda – Member Prochaska made a motion to approve the agenda, Member Cesich seconded the motion. **With five members present voting aye, motion passed by a vote of 5-0.**

Approval of Claims – Member Cesich made a motion and Member Prochaska a seconded the motion to forward claims for approval to the County Board.

Member Kellogg shared the product costs totaling \$23,000 related to Covid-19 to date, and Member Gryder stressed the importance of continued tracking of salary, overtime, products, special projects, etc. in case of possible reimbursement at a later time.

With five members voting aye, there was consensus to forward the claims to the County Board for final approval by a vote of 5-0.

Department Head and Elected Official Reports – County Treasurer Jill Ferko reported there will be an additional delay in the mailing of tax bills due to the Clerk's Office not finished with the extension part and final figures, and the fact that the County has not yet received the state multipliers.

Items from Other Committees - None

Items of Business

- *Discussion of Municipal Electric Aggregation Directional Pricing* - Chris Childress, representing Progressive Energy explained the County's Municipal Electric Aggregation program, and said that the contract is expiring soon, and in order to renew the aggregation program and meet requirements, two notification letters, one from ComEd and one from the supplier must be sent to all citizens in unincorporated Kendall County.

Mr. Childress stated Progressive Energy has gone out for bid, and have found two new potential grant programs through McSquared Energy Services and Eligio Energy IL LLC, (the only two companies currently in the grant program). If they agreed with the program, the County would become an EPA Green Power Community, and potentially receive a \$135,000 per year civic grant. The start date would be September 2020. Childress said that there isn't currently any company currently offering a lower price than ComEd, and that citizens would never pay more than the ComEd cost during the contract years, and are able to opt-out of the program at any time without penalty.

Mr. Childress requested authorization to forward the contract to the County State's Attorney's Office now to allow time for legal review.

Mr. Koeppel explained the timeline and the critical need to move the item forward to comply with the state law requirement of citizen notification of any aggregation program.

Member Cesich made a motion to forward the item to the Committee of the Whole on May 14th, second by Member Hendrix. With five members present voting aye, the motion carried by a vote of 5-0.

- *Sneeze Guard cost for COVID 19 response* – Member Kellogg stated after discussion, Jim Smiley obtained a quote and ordered ¼" clear protective glass to be installed at eleven County building locations within the Courthouse, Historic Courthouse, Public Safety Center, and the County Office Building.
- *2020 Capital Project Budget for Paving Projects* – Member Kellogg said that due to paving project costs coming in substantially less than expected, Kellogg suggested utilizing Public Safety Capital funds for this project, until Covid-19 reimbursement funds are possibly received from state or federal sources in the future. **Motion by Member Cesich, second by Member Hendrix to forward item to the County Board for approval. Motion carried by a vote of 5-0.**
- *Discussion of Elected Official Salaries* – Member Kellogg reported that Member Prochaska recused himself from these discussions due to potential conflict of interest.
 - *Circuit Clerk Salary* – Member Kellogg reviewed the proposed salary0 percent increases for the Circuit Clerk position for the next four years as:

Effective December 1, 2020 \$91,554
Effective December 1, 2021 \$91,554
Effective December 1, 2022 \$91,554
Effective December 1, 2023 \$91,554

Member Gryder made a motion to forward to the County Board for approval, second by Member Hendrix. With 4-0 members voting aye, the motion carried.

- *Coroner Salary* – Member Kellogg reviewed the Coroner salary analysis with the committee, stating that the Kendall County salary was well below surrounding County Coroner salaries. Discussion on the two proposed options for Coroner salary increases for the next four years, and adjusting the position salary to be comparable, and to acknowledge the mandatory training and education required for the position.

Motion by Member Gryder second by Member Hendrix to forward the proposed salary increase as listed below, to the Committee of the Whole for discussion.

Effective December 1, 2021	\$67,974
Effective December 1, 2022	\$69,334
Effective December 1, 2023	\$70,720
Effective December 1, 2024	\$72,135

With four members present and voting aye, the motion carried by a vote of 4-0.

Member Prochaska rejoined the meeting discussion at 5:42p.m.

- *Revenue Discussion* – Latreese Caldwell reported that Kendall County is at 41.7 percent collection for major revenues, and that each of the major revenue sources has grown compared to last year at the same time. Ms. Caldwell stated that the County has not yet received the March 2020 revenue reports. Discussion on online sales tax projections, the Motor Fuel tax, the state sales tax in May and later, and the ¼ cent county-wide sales tax. Ms. Caldwell will analysis the Motor Fuel Tax funds and County-wide sales tax for the next meeting.
- *Discussion of Downstate Stabilization Program Funding* – Scott Koppel reported that two grant application packets have been processed and will be submitted to the state upon County Board approval on May 5, 2020, by our contact with Thomas P. Miller and Associates. Mr. Koeppel stated that Administration is working on marketing of the grant program to make other County businesses aware of the grant program availability. Discussion on agreements with local County municipalities, including Yorkville, Oswego, and Montgomery that have already had discussions with County personnel, the amounts that need to be designated for municipalities, and the process for any potential litigation against grant recipients that default in appropriate utilization of CDBG grant funds.

Member Hendrix reported that the Economic Development Committee agreed on the designation of \$800,000 of the Revolving Loan Funds for backstop of the SBGP grants.

Discussion on the increase of the designation amount to \$1.4 Million, specifying that the business must physically be in the County of Kendall, and potential backstop loan agreements with County municipalities in potential amounts of:

Montgomery \$150K Oswego \$400K Yorkville \$400K
Smaller Municipalities \$200K Unincorporated \$200K

Motion by Member Gryder to have Mr. Koeppel draft loan agreements for State's Attorney Office legal review, and to forward the item to the County Board for approval, second by Member Prochaska. With five members present voting aye, the motion passed by a vote of 5-0.

Executive Session – Not needed

Questions from the Media – Jim Wyman, WSPY News

Items for the May 5, 2020 County Board Meeting

Approval of Claims
Approval of submission of two Downstate Small Business Grant program Applications

Items for the May 14, 2020 Committee of the Whole Meeting

Discussion of Electric Aggregation Green Power Community
Downstate Stabilization Program Agreements
Approval of Resolution for the Circuit Clerk salary increase for FY2020-2023
Approval of Resolution for the Coroner salary increase for FY2021-2024

Adjournment – Member Hendrix made a motion to adjourn the Budget and Finance Committee meeting, Member Gryder seconded the motion. **The meeting was adjourned at 6:27p.m. by a 5-0 vote.**

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2020-__

**RESOLUTION GRANTING THE KENDALL COUNTY SHERIFF
AUTHORITY TO ENTER INTO TOWING SERVICE AGREEMENTS WITH
PRIVATE ENTITIES ON BEHALF OF KENDALL COUNTY, ILLINOIS**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government “may contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance”; and

WHEREAS, Kendall County, Illinois (“Kendall County”) wishes to enter into agreements with various towing companies to provide towing services at the request of Kendall County Sheriff’s Office (“Sheriff’s Office”), and in furtherance of the Sheriff’s Office’s duty to protect the citizens of Kendall County; and

WHEREAS, the Kendall County Board has received, reviewed, and now approves of the Police Towing Specifications and Agreement, attached as exhibit 1, as well as the attached and incorporated attachments A through D, which, collectively, will serve as the standard agreement for towing services provided by private towing companies to Kendall County at the request of the Sheriff’s Office; and

WHEREAS, the Kendall County Board has the authority to delegate certain power and duties to county officers, and 55 ILCS 5/5-1087 provides the Kendall County Board with the authority to “impose additional duties, powers and functions upon county officers”; and

WHEREAS, the Kendall County Board understands the Sheriff’s Office is statutorily required to have and maintain a tow rotation list under 625 ILCS 5/4-203.5, and, in order allow the Sheriff’s Office to maintain this list, Kendall County would be required to frequently review and approve agreements with various applicant towing companies; and

WHEREAS, the Kendall County Board recognizes the Sheriff’s Office will have primary and regular interactions with the contracting towing companies, and the Kendall County Sheriff, as the elected official responsible for the operation of the Sheriff’s Office, is the county officer best situated to assess the towing needs of the County and determine if and when it is appropriate for the Sheriff’s Office to enter into towing services agreements with various private towing companies.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby grants the Kendall County Sheriff the authority to enter into towing services agreements with private towing companies, without further action by the Kendall County Board, and the authority to bind the County, provided the agreement executed by the Kendall County Sheriff substantially complies with the Police Towing Specifications and Agreement, including all attached and incorporated documents, attached as exhibit 1, attached hereto, and the term of any such agreement does not exceed one (1) calendar year.

The authority herein granted to the Kendall County Sheriff will terminate two years after the date of adoption ("Termination Date"), unless this Resolution, and the authority granted herein is extended for an additional two years, by a majority vote of the County Board. The County Board may revoke this authority granted to the Kendall County Sheriff at any time, with a majority vote of the County Board.

Approved and adopted by the County Board of Kendall County, Illinois, this ____ day of _____, 2020.

Board Chairman Signature:

Attest:

Scott Gryder, Chairman
County Board

Debbie Gillette
County Clerk



KENDALL COUNTY SHERIFF'S OFFICE

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.co.kendall.il.us/sheriff



POLICE TOWING SPECIFICATIONS AND AGREEMENT

EFFECTIVE: _____ through _____

DATED: _____

I. GENERAL

These specifications shall comprise the Agreement ("Agreement") for official towing services of the Kendall County Sheriff's Office ("KCSO"). Official towing services shall refer to any of the circumstances listed in section V, Scope of Services, below. This Agreement is effective on the date executed ("Effective Date") and is entered by _____, with its principle place of business located at _____ ("Contractor"), and Kendall County, Illinois, located at 111 W. Fox Street, Yorkville, Illinois 60560 and the KCSO, located at 1102 Cornell Lane, Yorkville, Illinois 60560, (collectively referred to as "County").

II. INCORPORATION

The following Documents are attached and incorporated as if fully set forth herein: The Vehicle Towing Policy (attachment A), the Tow Application-Business Information ("Application") (attachment B), the Towing and Storage Services Fees listings for 2020 and 2021 (attachment C), and Geographical Area Map (attachment D). If a conflict arises among these documents, the Agreement governs, followed by the Vehicle Towing Policy.

III. LENGTH OF AGREEMENT

This Agreement shall be in effect beginning _____ and remain in effect until _____. Either party may cancel this Agreement at any time upon thirty (30) days advance, written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

IV. NOTICE.

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, email, certified mail, or courier service and received, by the party listed below:

Notice to Kendall County: Kendall County Sheriff's Office,
Attention: Sheriff Dwight Baird,
Kendall County Public Safety Center,
1102 Cornell Lane,
Yorkville, Illinois, 60560,
fax (630) 553-4379,

With copy sent to: Kendall County State's Attorney,
807 John Street,
Yorkville, Illinois, 60560,
fax (630) 553-4204.

Notice to Contractor: _____

Fax/email: _____

V. SCOPE OR SERVICE

Contractor shall furnish all services, labor, equipment, facilities and materials for towing or towing related services at the specific request of the KCSO in each instance:

- A. Vehicles involved in traffic collisions.
- B. Abandoned vehicles on the roadway.
- C. Disabled vehicles.
- D. Abandoned or unclaimed vehicles on private property.
- E. Vehicles seized or impounded as evidence.
- F. Recovered stolen vehicles.
- G. Vehicles involved in crimes.
- H. Vehicles as may be requested to be relocated during a County emergency or special event.
- I. Other tows or towing-related services as may be requested by the KCSO.
- J. Street sweeps and debris clean up at traffic collision scenes.

KCSO directed towing is performed solely as a public service and County assumes no responsibility for any charges which may be incurred.

VI. CALLS FOR SERVICE

- A. *Rotating List:* All Contractors selected and designated to provide towing services shall be listed on a roster kept by the KCSO. There will be a rotating list for five geographical areas throughout Kendall County from which these services will be provided; A list for normal type tows, a list for flat beds, and a list for medium type trucks with a gross vehicle weight rating (GVWR) not to exceed 16000 pounds. This list can also provide emergency semi-tractor/trailer service.

The County may enter into Agreements with up to three companies in each geographical area.

- B. *Service on Request:* Services per this Agreement are to be rendered only upon request of KCSO. Contractor upon notification by KCSO immediately shall send a tow truck(s) to the designated location. At the direction of the Sheriff's deputies, auxiliary deputies, or other member of the Sheriff's Office, at the scene, the Contractor shall remove the vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to a location specified by the citizen requesting the tow.
- C. *KCSO Orders:* Operators of towing vehicles shall obey all lawful orders of KCSO employees and shall render assistance when it has been determined that illegally parked vehicles or other hazardous or nuisance vehicles must be removed from public or private property.
- D. *Timing of Request:* Sheriff's deputies, auxiliary deputies, or other members of the Sheriff's Office when summoning the towing Contractor to remove an abandoned vehicle on private property when the vehicle is not a hazard and the owner of the private property is not present and requesting a tow, will make an attempt to have the vehicle towed during the Contractor's normal business hours. Under such circumstances, KCSO employees will attempt to have the vehicle towed during favorable weather conditions, avoiding rainstorms, snowstorms, etc.
- E. *Priority:* Contractor shall consider calls from the KCSO as having first priority over requests for towing services from other parties. Contractor will furnish the KCSO with the names of all other agencies with which Contractor has a towing contract or agreement with when this Agreement becomes effective; and shall notify the KCSO when any other contracts or agreements are entered into by the Contractor during the term of this Agreement.

VII. CONTRACTOR RESPONSIBILITY FOR PROPERTY & INDEMNIFICATION

Contractor expressly assumes full responsibility and liability for all property entrusted to its care, including all equipment and contents thereof. Contractor shall indemnify, hold harmless and defend with counsel of County's own choosing, County, its officials, officers, employees, including their past, present, and future board members, elected officials and

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

The County 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 indemnification or insurance. Indemnification shall survive the termination of this Agreement.

VIII. HOURS OF SERVICE

Contractor will maintain an open facility with equipment and labor force adequate to supply demand on a full twenty-four (24) hour per day basis every day of the year. Contractor, at a minimum, shall maintain office hours and/or a call center contact available to citizens to make inquiries and obtain vehicles in accordance with the following schedule:

Monday – Friday	8:00 a.m. to 5:00 p.m.
Saturday	9:00 a.m. to 12:00 p.m.
Sunday	By appointment and contractor policies.

Contractor will have an agent or employee available at all other times to allow police personnel access to all vehicles towed pursuant to this Agreement, and to allow the release of a vehicle under emergency circumstances (release fee will apply, unless Contractor is notified otherwise by KCSO). The storage facility will be the central contact point for both police personnel and citizens and must be open during the identified business hours.

IX. WRECKER AND TOWING EQUIPMENT

The Contractor will have in operation at all times at a minimum one (1) light wrecker with an 8,000 pound hand or power winch, crane and boom, and/or one (1) flatbed wrecker with an 8,000 pound power winch, crane, and boom. Each wrecker is required to carry the full complement of service items and insurance as outlined in the Illinois Vehicle Code, 625 ILCS 5/4-203.5. In addition, the wrecker tow trucks will be equipped with all safety devices and lights to meet all Illinois Vehicle Code regulations.

Contractors which provide heavy duty wrecker and recovery services shall have a wrecker with a minimum 33,000 pound GVWR commercially manufactured hydraulic wrecker and chassis equipped with air brakes and an air transfer system capable of controlling the brakes of a towed vehicle; an axle lift with a lifting capacity of at least 25,000 pounds and an 80,000-pound towing capacity. The wrecker should be equipped with a crane/boom which has a 40,000-pound minimum winch and 40,000-pound boom capacity.

X. REMOVAL AND CLEAN UP OF DEBRIS

After any traffic collision for which Contractor has been requested to respond; the Contractor shall cover any oil, antifreeze, grease deposits, etc. as necessary and shall, in compliance with the Illinois Vehicle Code, 625 ILCS 5/11-1413(c), remove any glass or other debris except any hazardous substance as defined in Section 3.215 of the Environmental Protection Act, hazardous waste as defined in Section 3.220 of the Environmental Protection Act and potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act dropped upon the highway.

Additional equipment heavy duty contractors should have or have the ability to subcontract include an air cushion recovery system, a power unit semi-tractor with a fifth wheel, a lowboy or landall type hauling trailer with a minimum capacity of 40,000 pounds, a relief truck and/or trailer capable of transferring loads off of damaged trucks, fork lifts and/ or pallet jacks, appropriate equipment to off load fuel from damaged fuel tanks, appropriate clean up equipment to remove and clean up an spilled or dumped load.

XI. POLICE VEHICLE TOWS/STORAGE

- A. *KCSO Tow*: Contractor will provide towing services to the KCSO at no charge to the County. These tows may consist of squad vehicle tows, vehicles towed for evidentiary purposes, or vehicles seized and impounded. In addition, the Contractor **will not charge** County for vehicles stored as a result of any of the above types of towing situations. Contractor will however remain at the top of the tow rotation and be granted the next tow.
- B. *Evidentiary Tow*: When a tow is requested by KCSO for evidentiary purposes and the vehicle must be taken to a location chosen by KCSO for investigation by the police before towing to the storage site, the vehicle owner, or other responsible party, shall be required to pay the full amount for only the initial tow. For any additional tows required, the vehicle owner, or other responsible party, may be billed ½ the amount of a base tow. In instances such as the recovery of a stolen vehicle requiring evidence work where there is doubt as to whether a vehicle owner should be billed, Contractor will check with the Sheriff or his designee to ascertain if a bill should be sent to the vehicle owner or County.
- C. *Hold Status*: KCSO employees may place a hold on vehicles pursuant to their investigation. The hold status will be marked on the KCSO Tow Sheet by the KCSO employee, or by the Contractor, if a KCSO employee directs this action.

Within the first 10 ten calendar days of every month, Contractor shall provide to the Sheriff or his designee a listing of vehicles which are on a “hold” status by KCSO. When a vehicle

is released from "hold" status the Contractor shall immediately notify the owner of the vehicle that the hold on the vehicle has been released

Hold Status Storage Fees: Any vehicle which is on "hold" status as indicated on the Sheriff's Office Tow Sheet for a vehicle seizure, evidence, or any other non-traffic criminal offense, will not have storage fees charged to its owner until 24 hours after its release from "hold" status.

Owners or responsible parties of a vehicle which has been placed on a "hold" status are responsible for all storage charges, which begin to accrue 24 hours after a vehicle has been released from its hold status by KCSO.

- D. *Special Handling:* Vehicles impounded and placed on hold or as evidence or requiring special handling, such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by anyone, unless authorized by the Sheriff or his designee. These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. The towing company shall not allow anyone to photograph, examine, or remove articles from such an impounded vehicle without the express permission of the Sheriff or his designee, or as required by order of the court. Vehicles impounded by KCSO will be held by Contractor a maximum of thirty (30) days. Thereafter, KCSO will arrange for any vehicle remaining on a "hold" status to be moved to a different location provided Contractor has notified the Sheriff or designee 7 days prior to the end of the thirty day period from the date of the tow.
- E. *Vehicle Service/Repair:* No service or repair of any kind shall be performed on any vehicle impounded at the request of the KCSO. Further, no contract or order for service or repairs shall be entered into with the owner or his agent until such vehicle has been released by the Sheriff or designee, while in a hold status.
- F. *Property as Security:* Property which is not a component part of a vehicle such as a briefcase, purse, etc. carried on or within a vehicle ordered towed or stored by the KCSO shall not be seized or held as security for services performed as outlined in 625 ILCS 5/4-203.5. Such property shall be released to the owner, or to another person as listed in 625 ILCS 5/4-203.5 with proof of the owner's authorization to take the property, and upon proof of identity and ownership. Additionally, any personal property belonging to a person other than the vehicle owner may be returned if that person provides adequate proof that the personal property belongs to that person. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until Contractor has been compensated for its services or the owner signs over the vehicle title to Contractor. No personal property shall be released to the owner or designee of a vehicle that has been impounded as evidence while the vehicle remains on a "hold" status.
- G. *Towing Error:* In case of an error by the KCSO in towing a vehicle or when other extenuating circumstances exist, Contractor will cancel all charges to the vehicle owner at the request of the KCSO.

- H. *Unclaimed Vehicles*: Disposition of unclaimed vehicles shall be made pursuant to Illinois Vehicle Code Chapter 625 ILCS 5/4-201 through 4-214 and Contractor shall maintain all appropriate records as specified therein. Contractor shall provide KCSO with an inventory and status report of all police-related, towed vehicles still in the custody of Contractor at the end of each month, on or before the tenth calendar day of the following month, to include those on hold status.

XII. OTHER CONTRACT PROVISIONS

- A. *Charges*: Except for the charges identified in Attachment C, no other charges will be billed to any party for vehicles towed under this Agreement.
- B. *Employee Legal Compliance*: The existence of this Agreement between County and Contractor does not exempt Contractors' employees from any state, county, or municipal law or ordinances.
- C. *Prompt Response Time*: Monday through Friday during normal business hours, Contractor will arrive at the scene of a requested tow(s) with the proper equipment within thirty (30) minutes after notification to Contractor has been made. On weekends and after normal working hours, Contractor will arrive at the scene of a tow within forty-five (45) minutes after notification to the Contractor has been made. The Contractor shall provide his personnel with all necessary communications to maintain the required response time. Heavy duty tow contractors may have the response times waived as a result of the greater response distance and equipment needs of a heavy duty tow. Generally, a response time of one (1) hour Monday through Friday during normal business hours and one and one half (1.5) hours on weekends and after normal working hours shall be reasonable.
- D. *Secure Storage Lot*: Contractor shall provide a secure storage lot, completely enclosed by a fence with a minimum height of six (6) feet. Security lighting sufficient to illuminate the storage lot shall be in operation during all hours of darkness. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either Contractor or employees of the property owner where the storage facility is located.
- E. *Indoor Storage*: Contractor shall provide space for at least one (1) vehicle inside a building protected from the elements and secured against unauthorized access.
- F. *Experience*: Contractor shall have experience as a towing agency with this or any other law enforcement agency. Upon submitting its application, Contractor will immediately provide the KCSO with the names of any law enforcement agencies they are providing towing services for and the names of a contact at those agencies. Contractor shall specify the time period(s) they have provided services for these law enforcement agencies.
- G. *Truck Operators, Employee Competency, and Background Checks*: Contractor will comply with the requirements listed in 625 ILCS 5/4-203.5 and upon submitting its application, Contractor shall provide the KCSO with the following information for each tow truck

operator employed on the date when the Agreement is effective, as specified in 625 ILCS 5/4-203.5:

1. Name (Including middle initial)
2. Home Address
3. Sex & Race
4. Date of Birth
5. Driver's license number, state and classification
6. Evidence of Traffic Incident Management (TIMS) training

Contractor shall immediately provide KCSO with the above-identified information of any operator hired during the term of the Agreement. No tow truck operator is allowed to perform KCSO directed services until he/she has been approved by the KCSO.

In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work under this agreement absent prior written consent from the Sheriff. Further, pursuant to 625 ILCS 5/4-203.5(b)(2), no one may "own a towing service or operate a vehicle on behalf of a towing service included on a tow rotation list if that person has been convicted during the 5 years preceding the application of a criminal offense involving" bodily injury, theft of property, sexual assault, or the attempt of any of these offenses.

Contractor assumes full responsibility for his employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous, and sober employees with high integrity will be employed to perform any services required by this Agreement.

H. *Pricing Notices and Payment Methods*: Contractor shall equip its tow truck operators with written notices containing their fee structure and all acceptable methods of payment which at the time of the tow or service, will be provided to the owner or driver of the vehicle. Acceptable methods of payment are defined as cash, major credit card (Visa and Master Card will be accepted at a minimum), or personal check, with the approval of Contractor. A sign disclosing the fee structure for services requested by the KCSO and all acceptable methods of payment shall be posted prominently in the main office of Contractor. Copies of the written notice provided to the tow truck operators and of the sign within the office of the Contractor, shall be provided by Contractor to the Sheriff or designee within (3) business days after the Agreement is signed by both County and Contractor. Contractor will ensure its drivers have the ability to complete a credit card transaction at the scene of a service request.

I. *Tow Logs/Records*: The Contractor shall maintain a separate tow log or other acceptable record keeping system for the KCSO that will include the following information:

1. Time, date, location of tow (from & to), hold information, if applicable, officer authorizing the tow, and police report or incident number.
2. Make, model, vehicle registration, and vehicle identification number of the

towed vehicle.

3. Itemized billing of initial service charges, special charges, storage charges, and vehicle repair charges if any.
4. Signed release form completed by the person claiming a vehicle.
5. Customer complaint forms approved by the Sheriff or his designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items, or other related problems. Completed forms shall be forwarded to the Sheriff or his designee as soon as possible after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. All KCSO related records will be open at any time for inspection by the Sheriff or his designee. Within the first ten (10) calendar days of every month, Contractor will provide to the Sheriff or his designee copies of every invoice paid by any party from the previous month as a result of Contractor providing services at the request of KCSO.

- J. *Notification:* Contractor is responsible for notifying the owner and/or insurance agent when a vehicle has been towed to the storage lot of Contractor because of a traffic collision. If after thirty (30) calendar days Contractor has been unable to notify the owner and/or insurance agent, Contractor will notify the KCSO to begin proceedings to process the vehicle as an unclaimed/abandoned automobile.

Crime Reports: Contractor immediately shall report to KCSO any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by KCSO. Contractor will also file an incident report with the jurisdictional Police agency. The report to KCSO must include, 1) a description of items stolen or damage incurred; 2) a complete description of the car including make, model, year, license plate number, VIN and owners information; 3) the KCSO original report and incident numbers under which the tow was authorized; and, 4) the name of the police agency and the report number for the theft, vandalism, or attempt of the same.

- K. *Notice of Changes:* Contractor shall immediately notify the KCSO of any operational changes, including but not limited to, new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify KCSO may result in Contractors' suspension from providing services until inspections ensuring compliance with required specifications are conducted.

- L. *Heavy Wrecker Sub-Contractor:* If Contractor has an agreement with another named towing agency to provide heavy wrecker towing related services to the KCSO, the agreement must be attached hereto and must include a provision requiring that agency to comply with the terms and conditions of the Agreement as if it was a party hereto. Contractor shall ensure, at all times the towing agency is providing services under this Agreement, all towing equipment belonging to the other agency bears the name, telephone number and town of Contractor. This may be done by the use of magnetic signs which

shall be displayed while services to the KCSO are being provided. Failure of another towing agency to display such signs may result in the Kendall County Sheriff's Office prohibiting the continued use of the other agency's services.

- M. *Incident Documentation:* Contractor will ensure its employees obtain either a traffic collision number, incident report number, or CAD incident number from any Deputy at any scene requiring its services, and include it on its invoice. Contractor further will ensure its employees pick-up at the Sheriff's Office the Contractor's copies of Tow Sheets, if not previously provided within the first 10 ten calendar days of every month.
- N. *Vehicle Disposal Requests:* Contractor will ensure the KCSO Tow Sheet is attached or the correct report number is included in the packet before submitting it to KCSO requesting the junking or auctioning of a vehicle.
- O. Contractors shall be eligible for Storage Fees beginning on the 25th hour after a vehicle is towed to its storage facility, unless a hold is placed on the vehicle, but not before then.
- P. *Conduct Violations:* Contractor will be removed from the KCSO Tow Service List, and will not be called for services, for reasons including, but not be limited to, the following:
 - 1. Repeated and continual failure to comply with administrative and legal requirements.
 - 2. Bona fide complaints of excessive charges.
 - 3. Repeated and continual failure to respond promptly when called for service.
 - 4. Criminal involvement in stolen vehicles, parts, etc., by the towing firm.
 - 5. Repeated, bona fide complaints from the public or County.
 - 6. The giving of gratuities, which may influence this Agreement.
 - 7. Inept performance.
 - 8. Unauthorized release of a vehicle which is on "hold" status.

The County may terminate the Agreement immediately for any of the reasons identified in this section. No additional payments, penalties, and/or early termination charges shall be required upon termination of the Agreement.

XIII. WARRANTIES

All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of County. All services, materials, and components shall conform to relevant manufactures' and equipment suppliers' specifications, and all equipment shall be obtained from original manufactures or suppliers approved by County. No warranties implied or explicit may be waived or denied.

XIV. ASSIGNMENT

Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

XV. FORCE MAJEURE

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

XVI. CONTRACTORS LIABILITY INSURANCE

Contractor shall maintain for the duration of this Agreement, liability insurance which meets the requirements established by 625 ILCS 5/12-606 and 625 ILCS 5/4-203.5(b)(4) of the Illinois Vehicle Code. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A: VII. In addition to complying with the statutory requirements, each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to County at the address set forth herein. Further, all coverage shall be at least as broad as the following:

- A. *Commercial General Liability ("CGL")*: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.
- B. *Umbrella/Excess Liability*: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
- C. *Automobile Liability*: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- D. *Workers' Compensation Insurance*: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- E. *Garage Keeper's Liability Insurance:* Covering thefts from or damage done to vehicles while in storage with a combined single limit per occurrence shall not be less than \$500,000. This insurance must clearly indicate all storage facilities utilized for police-directed tows are covered.
- F. *Broader Coverage.* If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
- G. *Additional Insured Status:* County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- H. *Primary Coverage:* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to County, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by County, its past present or future officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- I. *Waiver of Subrogation:* Contractor hereby grants to County and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
- J. *Claims Made Policies:* If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the [COMPANY] must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- K. *Verification of Coverage:* Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. The Contractor shall have the affirmative duty of providing continued proof(s) of insurance to County if any of the policies expire during the term of this Agreement. Failure to provide continued proof(s) of insurance will result in the suspension

of the use of the Contractor's services until verification of insurance is provided. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- L. *Subcontractors*: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- M. *Special Risks or Circumstances*: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

XVII. REMEDIES

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

XVIII. INDEPENDENT CONTRACTOR RELATIONSHIP

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

XIX. NON-DISCRIMINATION

Contractor, 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.

XX. CHOICE OF LAW AND VENUE

This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

XXI. COMPLIANCE WITH STATE AND FEDERAL LAWS

Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

XXII. AUTHORITY TO EXECUTE AGREEMENT

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

XXIII. WAIVER.

Kendall County and/or the Company's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

XXIV. ETHICAL CONSIDERATIONS

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors such as, but not limited to: response times, condition of equipment, cooperation with County, and the ability to adhere to the Agreement with the County. Any company performing County directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. In addition to the section concerning "Conduct Violations" any breach of confidence could be cause for immediate termination of this Agreement.

XXV. CONTRACTOR TOW ROTATION

All Firms selected and designated to provide towing services shall be listed on a roster to be kept by the Sheriff's Office. There will be a rotating list for five geographical areas throughout Kendall County from which these services will be provided; A list for normal type tows, a list for flat beds, and a list for medium type trucks with a gross vehicle weight rating (GVWR) not to exceed 16000 pounds. This list can also provide emergency semi-tractor/trailer service,

The county of Kendall will generally only enter into agreements with up to three companies in each geographical area, unless calls for service outweigh Contractor capabilities.

XXVI. COUNTERPARTS

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

XXVII. ENTIRE AGREEMENT

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

This Agreement will go into effect once it and all the attachments are returned to the Sheriff and it has been signed by all parties.

In witness thereof, the said parties have executed and signed this Agreement on _____.

Kendall County Sheriff on behalf of Kendall
County Illinois, and the Kendall County
Sheriff's Office,

Contractor: _____

Signature: _____
Dwight Baird

Signature: _____
Name: _____
Title: _____

Vehicle Towing Policy

502.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidance related to vehicle towing. Nothing in this policy shall require a member of this department to tow a vehicle.

502.2 POLICY

Best Practice

The Kendall County Sheriff's Office will tow vehicles when appropriate and in accordance with the law.

502.3 REMOVAL OF VEHICLES DUE TO HAZARD

State

When a vehicle should be towed because it presents a hazard, the owner or operator should arrange for the towing. Department members may assist by communicating requests through KENCOM to expedite the process.

If the owner or operator is unable to arrange for towing and the vehicle presents a hazard, the vehicle may be towed at the direction of the department member (625 ILCS 5/4-203).

Vehicles that are not the property of the County should not be driven by department members unless it is necessary to move the vehicle a short distance to eliminate a hazard, prevent the obstruction of a fire hydrant or comply with posted signs.

502.4 ARREST SCENES

Best Practice

Whenever the owner or operator of a vehicle is arrested, the arresting deputy should provide reasonable safekeeping by leaving the vehicle secured and lawfully parked at the scene or, when appropriate, by having the vehicle towed, such as when the vehicle presents a traffic hazard or the vehicle would be in jeopardy of theft or damage if left at the scene.

Deputies are not required to investigate whether alternatives to towing a vehicle exist after an arrest. However, a vehicle should not be towed if reasonable alternatives exist. When considering whether to leave a vehicle at the scene, deputies should take into consideration public safety as well as the reasonable safety of the vehicle and its contents.

The following are examples of situations where a vehicle should not be towed:

- The vehicle can be legally parked, left in a reasonably secure and safe location and is not needed as evidence.
- The vehicle is parked on private property, on which the arrestee or owner is legally residing, or the property owner does not object to the vehicle being parked at that location.

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Vehicle Towing Policy

- The arrestee or owner of the vehicle requests that it be released to a person who is present, willing and able to legally take control of the vehicle.
- The vehicle is legally parked and the arrestee or owner requests that it be left at the scene. In such cases the requester should be informed that the Department will not be responsible for theft or damages.

502.5 VEHICLES RELATED TO CRIMINAL INVESTIGATIONS

Best Practice

Deputies should tow vehicles that are needed for the furtherance of an investigation or prosecution of a case, or that are otherwise appropriate for seizure as evidence. Deputies should make reasonable efforts to return a recovered stolen vehicle to its owner rather than have it towed, so long as the vehicle is not needed for evidence.

502.6 RECORDS

Best Practice

Records Division members shall ensure that pertinent data regarding a towed vehicle is promptly entered into the appropriate database.

502.6.1 VEHICLE STORAGE REPORT

State

Department members towing a vehicle shall complete a vehicle tow report. The report should be submitted to the Records Division as soon as practicable after the vehicle is towed.

A copy of the vehicle tow report for a vehicle towed pursuant to 625 ILCS 5/4-202 or 625 ILCS 5/4-203 shall be provided to the tow service (625 ILCS 5/4-204).

502.7 TOWING SERVICES

State

Members shall not show preference among towing services that have been authorized for use by the Department. A rotation system established by the Department for tow services should be followed (625 ILCS 5/4-203.5).

502.7.1 TOW ROTATION LIST

State

The Operations supervisor is responsible for ensuring that tow rotation lists to be used by department members when authorizing tows is established and maintained (625 ILCS 5/4-203.5). All complaints regarding the process for inclusion on a tow rotation list or the use of a tow rotation list shall be forwarded to the Sheriff.

Members should only deviate from the rotation list in the following circumstances (625 ILCS 5/4-203.5):

- (a) A safety emergency justifies deviation.

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Vehicle Towing Policy

- (b) The tow service next on the list is incapable of or not properly equipped for handling a specific task related to the tow that requires special skills or equipment.

Members should document the reason for any deviation.

Towing firms are prohibited from soliciting tows that have not been requested by a member or the owner or operator of a disabled vehicle. Members should tell any such tow operator who is present or arrives to leave the scene (625 ILCS 5/4-203.5).

502.8 VEHICLE INVENTORY

Best Practice

The contents of all vehicles towed at the request of department members shall be inventoried and listed on the inventory report. When reasonably practicable, photographs may be taken to assist in the inventory.

- (a) An inventory of personal property and the contents of open containers will be conducted throughout the passenger and engine compartments of the vehicle including, but not limited to, any unlocked glove box, other accessible areas under or within the dashboard area, any pockets in the doors or in the back of the front seat, in any console between the seats, under any floor mats and under the seats.
- (b) In addition to the passenger and engine compartments as described above, an inventory of personal property and the contents of open containers will also be conducted in any other type of unlocked compartments that are a part of the vehicle, including unlocked vehicle trunks and unlocked car top containers.
- (c) Any locked compartments including, but not limited to, locked glove compartments, locked vehicle trunks, locked hatchbacks and locked car-top containers should be inventoried, provided the keys are available and released with the vehicle to the third-party towing company or an unlocking mechanism for such compartment is available within the vehicle.
- (d) Closed containers located either within the vehicle or any of the vehicle's compartments will be opened for inventory purposes if the container can be opened without damaging it.

Members should ask the occupants whether the vehicle contains any valuables or hazardous materials. Responses should be noted in the inventory report.

When practicable and appropriate, cash, jewelry or other small valuables located during the inventory process should be removed from the vehicle and given to the owner, or booked into property for safekeeping in accordance with the Property and Evidence Section Policy. A copy of the property record should be given to the person in control of the vehicle or, if that person is not present, left in the vehicle.

A copy of the vehicle inventory will be given to the tow truck operator.

These inventory procedures are for the purpose of protecting the vehicle owner's property, providing for the safety of department members and protecting the Department against fraudulent claims of lost, stolen or damaged property.

Kendall County Sheriff's Office

Policy Manual

Vehicle Towing Policy

Towing a vehicle in order to perform an inventory should not be used as a pretext for an evidence search. Nothing in this policy prevents the towing of a vehicle that would occur for reasons independent of any suspicion that the vehicle may contain evidence if it is otherwise justified by law or this policy.

502.9 SECURITY OF VEHICLES AND RETRIEVAL OF PROPERTY

Best Practice **MODIFIED**

If the search of a vehicle leaves the vehicle or any property contained therein vulnerable to unauthorized entry, theft or damage, the department member conducting the search shall take such steps as are reasonably necessary to secure or protect the vehicle or property from such hazards.

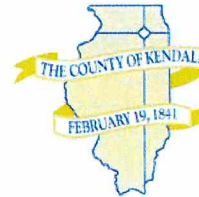
Unless it would cause an unreasonable delay in towing the vehicle or create an issue of officer safety, reasonable accommodations should be made to permit the owner, operator or occupant to retrieve small items of value or personal need (e.g., cash, jewelry, cell phone, prescriptions) that are not considered evidence or contraband.

Members who become aware that a vehicle may have been towed by the Department in error should promptly advise a supervisor. Supervisors should approve, when appropriate, the release of the vehicle.



KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.co.kendall.il.us/sheriff



TOW APPLICATION-BUSINESS INFORMATION Attachment-B

Business Name: _____

Owner Name: _____ Date of Birth: _____

Address: _____ City, State, Zip: _____

Phone #: _____ Owner Phone #: _____

Emergency Dispatch Phone #: _____ Fax #: _____

Owner Name: _____ Date of Birth: _____

Address: _____ City, State, Zip: _____

Phone #: _____ Owner Phone #: _____

Emergency Dispatch Phone #: _____ Fax #: _____

Owner Name: _____ Date of Birth: _____

Address: _____ City, State, Zip: _____

Phone #: _____ Owner Phone #: _____

Emergency Dispatch Phone #: _____ Fax #: _____

This business is a: _____ Individual Proprietorship

_____ Joint Venture

_____ Partnership

_____ Corporation

Ready to Protect, Proud to Serve

If applicable, give names, addresses and dates of birth of all partners, officers or directors, to include corporate title held as well as percentage of shares held by each.

Full Name	Sex & Race	Address	Date of Birth
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Has the applicant, business, or member of the business ever had a wrecker or towing business license or contract revoked, suspended or cancelled? ____ Yes ____ No.

If yes, explain in full detail on a separate sheet of paper.

STORAGE FACILITY OR FACILITIES

Outside Storage

Location: _____

Length: _____ Width: _____ Total Square Feet: _____

Total Number of Storage Spaces: _____

Inside Storage

Location: _____

Length: _____ Width: _____ Total Square Feet: _____

Total Number of Storage Spaces: _____

Type of Security (i.e. inside storage, fence, cameras, dogs, etc):

Tow Truck/s

Make: _____ Model: _____ Year: _____
License Plate: _____ State: _____ GVW: _____
Vehicle VIN # _____
Date of Last State Certificate of Safety: _____ Winch Capacity: _____
Number of Cylinders: _____ Number of Axles: _____

Make: _____ Model: _____ Year: _____
License Plate: _____ State: _____ GVW: _____
Vehicle VIN # _____
Date of Last State Certificate of Safety: _____ Winch Capacity: _____
Number of Cylinders: _____ Number of Axles: _____

Make: _____ Model: _____ Year: _____
License Plate: _____ State: _____ GVW: _____
Vehicle VIN # _____
Date of Last State Certificate of Safety: _____ Winch Capacity: _____
Number of Cylinders: _____ Number of Axles: _____

Make: _____ Model: _____ Year: _____
License Plate: _____ State: _____ GVW: _____
Vehicle VIN # _____
Date of Last State Certificate of Safety: _____ Winch Capacity: _____
Number of Cylinders: _____ Number of Axles: _____

USE ADDITIONAL SHEETS IF NEEDED

Tow Truck Driver/s

Name: _____

Address: _____

Sex: _____ Race: _____ Date of Birth: _____

Drivers License #: _____ State and Classification: _____

Name: _____

Address: _____

Sex: _____ Race: _____ Date of Birth: _____

Drivers License #: _____ State and Classification: _____

Name: _____

Address: _____

Sex: _____ Race: _____ Date of Birth: _____

Drivers License #: _____ State and Classification: _____

Name: _____

Address: _____

Sex: _____ Race: _____ Date of Birth: _____

Drivers License #: _____ State and Classification: _____

Name: _____

Address: _____

Sex: _____ Race: _____ Date of Birth: _____

Drivers License #: _____ State and Classification: _____

USE ADDITIONAL SHEETS IF NEEDED

Insurance carrier name: _____ Phone #: _____

Policy #: _____ Effective date: _____ Through Date: _____

Proof of vehicle insurance and price list is to be provided with application

Questionnaire:

How long has the above business been located at this address. _____?

Affiliations with motor clubs: Yes: _____ No: _____ List affiliation: _____

Provide emergency road services: Yes: _____ No: _____ (if yes circle: Tire Repair / Hose/ Belt Repair)

Payment type accepted: Credit Cards: Yes _____ No _____ Checks: Yes _____ No _____

Use cell Phones or Two Way Radios Yes: _____ No: _____ Cell #: _____

Equipment: (i.e. Cars only, Heavy Duty and Semi truck with maximum weight, etc)

1. _____
2. _____
3. _____
4. _____

Business hours for vehicle owners to claim vehicles: _____

What areas can you provide required towing services (see map): 1 2 3 4 5

Knowingly providing false information on this application will cause such application to be void. The signature will allow members of the Kendall County Sheriff's Office to conduct an investigation to certify that all information provided is correct. The Sheriff or his designee had the right to cancel any company for unsuitable performance. Also by signing this you are agreeing each owner and person operating a vehicle on behalf of the towing service has provided their fingerprints to the Department of the State Police. Furthermore each person operating a vehicle has completed a Traffic Management Training Program approved by the Department of Transportation.
All In accordance with 625 ILCS 5/4-203.5

Signature: _____

Title: _____

Date: _____



KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
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TWO YEAR FEES FOR SERVICES RENDERED- Attachment C (***DRAFT***Year 2020/2021) Towing and Storage Services

A. All types of vehicle tows- Charges to vehicle owner	Pounds by Registration (GVWR)	
	Up to 12,000	12,000-40,000
<i>Base tow-arrest, motorist assist</i>	<i>\$160.00</i>	<i>\$180.00</i>
<i>Crash tow</i>	<i>\$175.00</i>	<i>\$200.00</i>
<i>Winching charge (per half hour)</i>	<i>\$50.00</i>	<i>\$50.00</i>
<i>Roll Over/Upright Services (per occurrence)</i>	<i>\$50.00</i>	<i>\$125.00</i>
<i>Per bag or partial bag of oil dry used (charge noted will be equally billed to all parties. Example: \$20.00 charge for 1 bag of oil dry at 2 vehicle collision, each party billed \$10.00)</i>	<i>\$20.00</i>	<i>\$20.00</i>
<i>Per day per vehicle for outside storage**</i>	<i>\$30.00</i>	<i>\$30.00</i>
<i>Per day per vehicle for inside storages**</i>	<i>\$40.00</i>	<i>\$40.00</i>
<i>Per mile if not towed to contractor's place of business or is within a 10-mile radius of the sites being towed from</i>	<i>\$3.00</i>	<i>\$3.00</i>
<i>Any towed vehicle that requires an additional person</i>	<i>\$75.00</i>	<i>\$75.00</i>
<i>Abnormal clean-up, spilled cargo (per half hour)</i>	<i>\$50.00</i>	<i>\$50.00</i>
<i>Stand-By-per 30 minutes-(after the first 30 minutes on scene)</i>	<i>\$30.00</i>	<i>\$30.00</i>
<i>*Over 40,000 pounds refer to Towing operator's established rate</i>		

B. Emergency road service (jump start, tire change, etc.) no tow involved:

Per service call *\$80.00*

C. After hours vehicle release

Per release *\$50.00*

**Storage fees are per day or portion thereof after the first twenty-four (24) hours; there is no charge for the first twenty-four (24) hour period. No storage charges will be charged to the Kendall County Sheriff's Office for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges will be deducted from the monies derived from the sale of the vehicle. If the amount paid for abandoned vehicles does not equal the cost of the storage fees, the contractor agrees such costs will be absorbed by the contractor and will not be charged to the County of Kendall.

Major Credit Cards need to be accepted. Towing agencies are called for service on a rotating basis as needed by the Kendall County Sheriff's Office. Rates apply seven days a week, 24 hours a day, holidays included.

HIGHWAY MAP KENDALL COUNTY

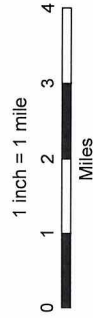
- 2019 -

<http://www.co.kendall.il.us>



Townships

LITTLE ROCK	BRISTOL	OSWEGO
FOX	KENDALL	MA-ALU-SAY
BIG GROVE	LISBON	SEWARD



Legend

- ADJACENT COUNTY
- COUNTY
- INTERSTATE
- STATE
- FEDERAL
- BITUMINOUS
- GRAVEL
- DIRT
- LOCAL
- RAILROAD
- CORPORATE AREAS
- AURORA
- JOLIET
- LISBON
- MILLBROOK
- MILLINGTON
- MINOOKA
- MONTGOMERY
- NEWARK
- OSWEGO
- PLAINFIELD
- PLANO
- PLATTVILLE
- SANDWICH
- YORKVILLE
- POLITICAL TOWNSHIPS
- COUNTY FOREST PRESERVE
- STATE PARK

Published by:
Kendall County Highway Department

Francis C. Kiaz, P.E.
County Engineer

Department Headquarters
6780 Route 47

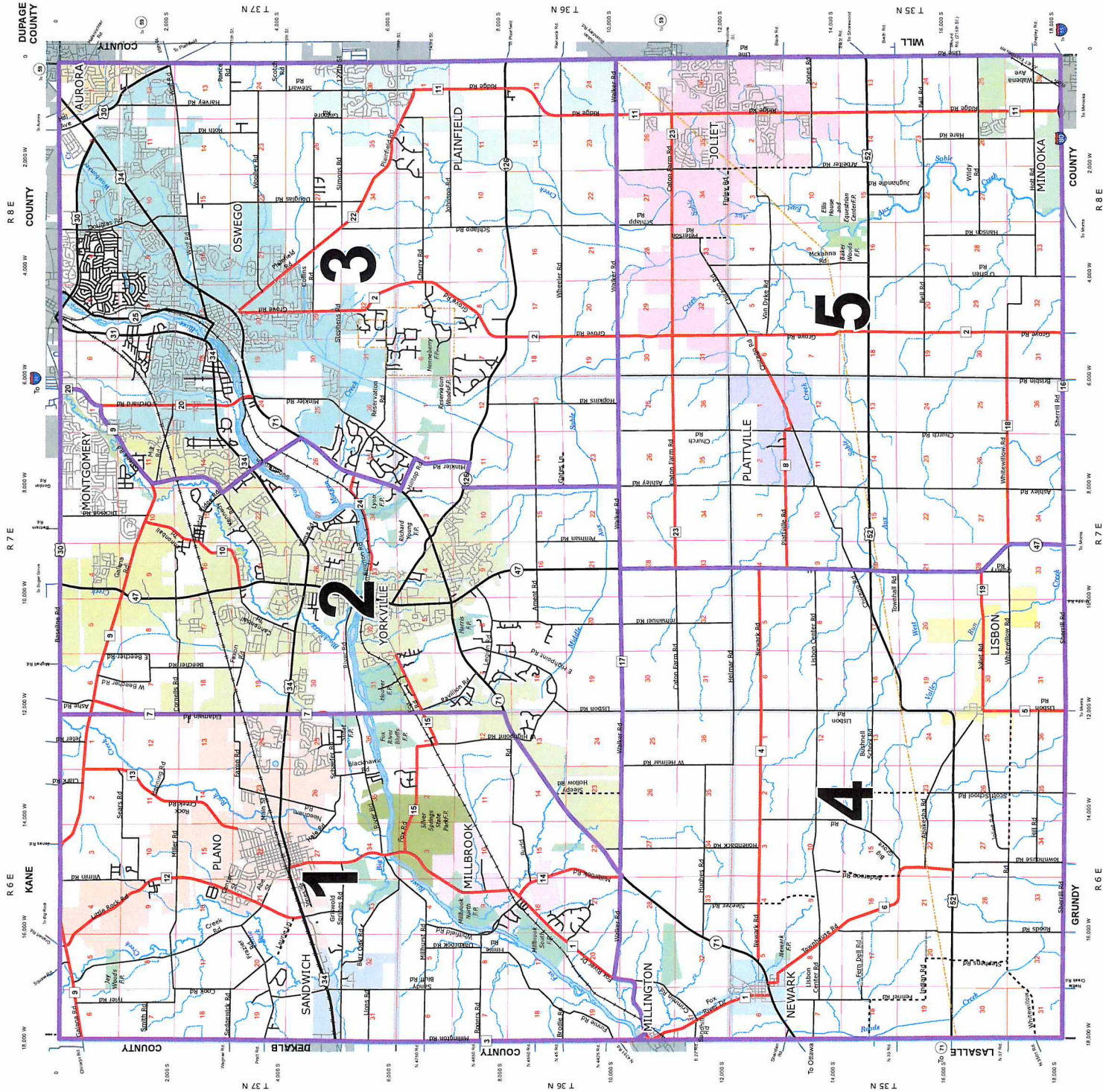
Yorkville, IL 60550

Phone (630) 553-5553
Fax (630) 553-5553
More available at www.co.kendall.il.us



Kendall County GIS
111 West Fox Street - Room 308
Yorkville, Illinois 60560
630.553.4212

NOTE: The Road Book Information System is a proprietary system based on a grid with coordinates. The mileage is measured from the southeast corner of County. Each grid section was measured and the 1000 number added consecutively across the County. Intermediate intersections would be proportionate parts of 1000.



KENDALL COUNTY LEASE AGREEMENT WITH OSWEGO TOWNSHIP FOR SUBSTATION OFFICE SPACE IN BOULDER HILL SUBDIVISION

This Lease Agreement (Lease) is made and entered into as of April, 2020, (the Effective Date), by and between the Landlord, the Oswego Township ("Landlord") and the Tenant, County of Kendall ("County"), on behalf of the Kendall County Sheriff's Office ("KCSO"), (collectively "Tenant").

1. PREMISES.

1.0 The Landlord is the owner of property located at 99 Boulder Hill Pass, Montgomery, Kendall County, Illinois, further identified by Property Index Number 03-05-401-006-0000 (hereinafter the "Subject Property"). The Subject Property is improved with a commercial building ("Building"). Located within the Building are the governmental offices for Oswego Township.

1.1. In consideration of the mutual promises, covenants, and conditions herein set forth, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord that certain portion of the Building on the Subject Property consisting of an interior office area containing approximately 1200 square feet as outlined on Exhibit A, attached hereto (hereinafter referred to as "Premises"), and for the purpose of a substation site for the KCSO and State, Federal, and Municipal law enforcement agencies that are utilizing the premises with prior approval of the KCSO. Said Premises are designated on Exhibit A, attached hereto, and excludes all Common Areas as defined herein.

1.2. In addition to Tenant's rights to use and occupy the Premises as hereinafter specified, Tenant shall have non-exclusive rights to the Common Areas (as defined in Section 6.1 below) as hereinafter specified.

1.3. Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the shared use of any space between the ceiling of the Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant's use of the Premises).

2. TERM.

2.1. Term. The Initial Term of this Lease shall be for the period of one (1) year commencing on April 1, 2020 and terminating on the last day of April 1, 2021. "Lease Term" or "Term" shall mean the Initial Term and any exercised Automatic Renewal Periods (as defined in Section 2.2 below). This Lease Agreement may be terminated at any time by either party by providing sixty (60) days written notice of the termination to the other party.

2.2. Automatic Renewal. This lease shall automatically renew on the anniversary date of the original lease date, for a maximum of nine (9) subsequent renewal periods. Automatic Renewal shall remain in effect unless either party notifies the other party, in writing, with at least 60 days' notice prior to the anniversary date of the original lease date. The Lease shall thereby be extended on all the terms and provisions contained in this Lease, with the exception of the rent increase identified in section 3.2.

3. RENT

3.1. Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$200 per month, with the year start date commencing on April 1 ,2020. Tenant shall make the first monthly on May 1, 2020 and each full payment shall be made by the first day of the month thereafter.

3.2. Security System Contingency. Both parties agree and understand that the \$200 per month rent was established based on agreement of the parties that Landlord intends to contract for the installation of a security access system as discussed in section 9.2. If the security access system is not installed and operational by the end of the Initial Term, the base rent will reduce to \$100 per month (subject to the \$10 per month renewal increase identified in section 3.3) and will remain at that amount until the first of the month after the security access system becomes operational.

3.3. Renewal Rent Increase. Each year the lease is automatically renewed under section 2.2, the rent will increase by \$10 per month. Once the monthly rent reaches \$300, it will no longer increase upon automatic renewal of the agreement.

3.4. In the event the lease is terminated by notice of either Party (other than for breach of this agreement), Landlord shall refund Tenant the portion of rent paid for any period during which the Tenant did not occupy the Premises as a result of the termination.

3.5. Security Deposit. No security deposit will be required as part of this lease.

3.6. Fair Market Value. The Landlord and Tenant agree that the fair market value for the rental of the premise is as set forth above in section 3.1.

3.7. Other Lease Agreements. The Landlord and Tenant agree that any other lease or license agreement (between the Landlord and a party other than Tenant) relating to the Building shall not render this Lease invalid.

4. USE.

4.1. Tenant shall use and occupy the designated portion of the Premises for the purpose of a substation site for the KCSO and State, Federal and Municipal Law enforcement agencies that are using the Premises with prior approval of the KCSO and no other purpose. Tenant agrees to comply with all applicable laws, ordinances, rules and regulations of any every governmental body or agency whose authority extends to the Premises or the business of the Tenant.

4.2. Landlord acknowledges and agrees that the Premises shall be for use only by the KCSO and those other law enforcement agencies that shall be present with prior approval of the KCSO. Under no circumstances shall private individuals, including agents and employees of Landlord, enter or utilize the Premises without prior notice to the Tenant unless an exigent or emergent situation exists.

4.3. The Landlord must peaceably hold and enjoy the Building and land surrounding the Premises without hindrance of the Tenant's quiet enjoyment of the Premises. Further, the Landlord shall not offer or permit any other person, entity, or corporation to use any part of the Premises or otherwise allow another to interrupt Tenant's quiet enjoyment of the Premises.

4.4. Landlord agrees to allow the Tenant use and access to the Common Areas as discussed in section 6.

Landlord has the authority to make modification and improvements to the Premises, as reasonably deemed necessary by Landlord. However, Landlord must provide Tenant, where practicable, at least 14 calendar days' notice of any modification or improvement that may affect Tenant's daily operation. When 14 calendar days' notice is impracticable, Landlord must notify Tenant as soon as reasonably practicable.

5. PROPERTY

5.1. Personal Property. The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixture items, purchased by either the Tenant or the Landlord during the term of this Lease shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this Lease unless otherwise agreed to in writing by the parties.

5.2. Law Enforcement Property. Landlord and Tenant understand and agree that any and all Law Enforcement equipment and/or materials needed for the operation and use of the designated space are the responsibility of the Tenant.

5.3. Storage. Tenant shall have the right to place and/or store for extended time, equipment (excluding firearms, ammunition, or any other weapons) on site as deemed necessary with notice to Landlord of the placement of said items. Tenant shall have the right to store firearms, ammunition, or other weapons on site on a short-term, emergency basis, where necessary in response to a specific event or occurrence.

6. COMMON AREA.

6.1. Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the Building and facilities, utilities, or equipment outside the Building that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenants, and other tenants within the Building and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways, landscaped areas, roofs and exterior walls of the Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals.

6.2. Use of the Common Areas—Tenant's Rights. Landlord grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with other tenants in the Building and other entitled to such use (including Landlord), the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Building.

Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation. If unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Landlord shall notify the KCSO and give the KCSO an opportunity to correct the situation. Nothing herein shall affect the rights of

Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons.

6.3. Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Building and shall include landscaping; repaving; resurfacing; restriping; security; security access systems; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, internet, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

7. REAL PROPERTY TAXES.

7.1. It is the belief of the parties that any interest the Landlord and Tenant have in the Premises under this Lease is exempt from the assessment of property taxes because both parties are governmental entities. Notwithstanding this belief, the Tenant shall be responsible for the payment of all property taxes, levies, imposts and assessments which may be or are legally made upon or levied and/or assessed against the leasehold interest in the Premises during the Lease Term. The Landlord and Tenant agree to work in good-faith together to ensure that leasehold interest in the Premises remains tax exempt or otherwise not subject to the assessment of property taxes.

8. INSURANCE.

8.1. Minimum Scope and Limit of Insurance. Landlord and Tenant agree to carry, or cause to be carried at all times during the Lease Term and for such prior or further term as Tenant occupies or is in possession of the Premises, at their sole and expense, insurance coverage at least as broad as the following:

8.1.1. Commercial General Liability (CGL): Tenant shall carry Commercial General Liability Insurance applicable to the Premises and its appurtenances covering CGL on an "occurrence" basis, including products and completed operations, property damage liability, personal and advertising injury, including bodily injury and death, and contractual liability with limits no less than **\$1,000,000** per occurrence and \$2,000,000 aggregate.

8.1.2. Commercial General Liability (CGL): Landlord shall carry Commercial General Liability Insurance on the Common Areas providing coverage of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability and personal and advertising injury, including bodily injury and death.

8.1.3. Tenant and Landlord shall both carry Workers' Compensation insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.

8.1.4. Property insurance the Tenant shall have property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

8.1.5. Property insurance the Landlord shall have property insurance written on an "all risks" basis insuring the improvements located on the Subject Property, including the Premises and its appurtenances, excluding earthquake and flood for the building.

8.1.6. If either party maintains broader coverage and/or higher limits than the minimums shown above, the other party shall be entitled to the broader coverage and/or the higher limits maintained by the party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

8.2. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

8.2.1. Additional Insured Status. Tenant's insurance policies required under this Lease shall cover the Landlord as additional insured on the CGL policy with respect to liability arising out of work or operations performing by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations and shall be primary and non-contributing with respect to any policy carried by the Landlord, and that any policy carried by the Landlord shall be excess insurance. All Tenant's insurance policies shall name the Landlord, its officers and employees as additional insureds.

Landlord's insurance policies required under this Lease shall cover the Tenant as additional insured on the CGL policy with respect to liability arising out the Common Areas and shall be primary and non-contributing with respect to any policy carried by the Tenant, and that any policy carried by the Tenant shall be excess insurance. All Landlord's insurance policies shall name the Tenant, its officers and employees as additional insureds.

8.2.2. Notice of Cancellation. If so authorized by the insurance carrier, each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the other party. Both the Landlord and the Tenant shall give immediate notice to the other upon notification of the cancelation of any required insurance policy under this Lease.

8.2.3. Waiver of Subrogation. Landlord and Tenant agree that insurance carried or required to be carried by either of them against loss or damage to property by fire, flood, earthquake, acts of terrorism, acts of war, or other casualty shall contain a clause whereby the insurer waives its right to subrogation against the other party, its elected officials, directors, employees, volunteers, and agents, and, to the extent permitted by law, each party shall indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver.

8.2.4. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

8.2.5. Verification of Coverage. Landlord and Tenant shall furnish the each entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to each entity before work the contract is affected. However, failure to obtain the required documents prior to the occupancy shall not waive each entity's obligation to provide them. Each entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

9. INDEMNITY

9.1. Indemnification. To the fullest extent permitted by law, Landlord shall indemnify, hold harmless and defend with counsel of Tenant's own choosing, Tenant, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable attorneys' fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Lease or ancillary documents and any breach by Landlord of any representations or warranties made within the Lease (collectively, the "Claims") arising out of or connected to Landlord's management and control of the Subject Property and the performance of its obligations under this Lease but only to the extent due to or caused by the negligent acts or omissions or willful misconduct of the Landlord or its employees and agents for whom it is responsible.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this section of the Lease unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Landlord's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their 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 the termination of this Lease.

9.2 Indemnification. To the fullest extent permitted by law, Tenant shall indemnify, hold harmless and defend, Landlord, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable attorneys' fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Lease or ancillary documents and any breach by Tenant of any representations or warranties made within the Lease (collectively, the "Claims") arising out of or connected to the Tenant's management and control of the Premises and its use and occupancy of the Common Area or other parts of the Subject Property and the performance of its obligations under this Lease but only to the extent due to or caused by the negligent acts or omissions or willful misconduct of the Tenant or its employees and agents for whom it is responsible.

10. MAINTENANCE, REPAIRS, ALTERATIONS.

10.1. Tenant's Obligations. Subject to the following, Tenant shall keep and maintain the Premises in good condition. Tenant shall not make, or permit to be made, any building, structure, improvements, or alterations on or to the Premises without the prior written approval and consent of Landlord. Landlord shall timely respond to any requests for approval made by Tenant within fourteen (14) calendar days of Tenant's request.

10.2. Landlord's Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition, and repair (or replace, if necessary) all aspects of the Building including but not limited to the security system, security access system, roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company). Landlord agrees to contract for the installment of a security access system to control Landlord and Tenant access to areas throughout the building, and to have the system installed and operational prior to the end of the Initial Term.

10.3. Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant's fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

10.4. Alterations. Tenant shall not make any structural repairs or alterations of the Premises and/or Common Areas unless approved in writing by Landlord prior to any repairs or alterations.

10.5. Cleaning. The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.

10.6. Modifications. The Tenant agrees that the Landlord shall not be financially responsible or obligated to construct any additional space or make any external or internal structural modifications of the Premises based upon this Lease, with the exception of the security access system discussed in section 9.2.

11. UTILITIES.

11.1. Obligation to Pay. Landlord shall pay for all water, gas, electricity, internet, telephone, and other utilities used by Tenant during the Lease Term.

11.2. General Utility Provisions. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install or use any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Any modifications to the utility systems serving the Building must be reasonable and nondiscriminatory, and must comply with the notice requirement set forth in section 8.3 of this agreement. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers.

12. MECHANICS LIENS.

12.1. Tenant shall keep the Premises and the Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant.

13. REMEDIES.

13.1. Remedies. In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

14. DESTRUCTION.

14.1. Option to Terminate. In the event of a casualty causing damage to the Premises or Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction, either Landlord or Tenant may terminate this Lease as of the date of the damage upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

14.2. Repairs. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below.

14.3. Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 13, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which it was delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14.4. Relocation; Rent Abatement. If, as determined by Tenant, KCSO is required to operate at a different location pending reconstruction under this Article 13, Tenant will not be obligated to pay rent for the period of time KCSO operates out of a different location. Landlord will reimburse Tenant, if the agreement is terminated under 13.1, or provide Tenant a credit on the next rent payment for all calendar days for which Tenant has paid rent but is unable to operate out of this location due to casualty under this Article 13.

15. SIGNS AND DISPLAYS.

15.1. Tenant shall not erect or install in, on, or about the Premises any outside exterior signs, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances. It is agreed direction signage mutually agreeable to all parties shall be allowed at the outside entrance and in common area for Tenant.

16. COMPLIANCE WITH LAWS.

16.1. Laws Generally. Both parties shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises. All work required to comply therewith, including but not limited to, changes to the structure, exterior or mechanical, electrical, or plumbing systems of the Premises shall be performed by Landlord at its sole expense.

16.2. Both parties shall comply with any and all laws concerning environmental regulations, and shall not cause or permit any Hazardous Materials to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises. However, Consistent with Article 5, Tenant shall be allowed to permit, keep, use, store, and place law enforcement equipment on the Premises as are common and usual for use in law enforcement operations. At times, this may include firearms and firearms ammunition. Landlord shall not access, move, remove, or cause to be disturbed any such material on the premises. Further, this section shall not apply to any batteries or computer parts used in the normal course of its business, provided all applicable rules are followed in their use.

17. RIGHT OF ENTRY.

17.1. Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

18. WAIVERS.

18.1. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by the waiving party.

19. NOTICES.

19.1. Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested or (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request. All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.

If to the Tenant:

Kendall County Sheriff's Office
Attn: Dwight A. Baird, Sheriff
1102 Cornell Ln.
Yorkville, IL 60560

With Copy to:

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

If to the Landlord:

Oswego Township
Attn: Brian LeClercq, Supervisor
99 Boulder Hill Pass
Montgomery, IL 60538

With Copy to:

Karl Ottosen
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Suite 350
Naperville, Illinois 60563

20. MISCELLANEOUS.

20.1. Cumulative Remedies. No remedy herein conferred on or reserved to Tenant is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

20.2. Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

20.3. Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

20.4. Force Majeure. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch. This provision, however, does not inhibit or limit the options and remedies set forth in Article 13.

20.5. Successors and Assigns. All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without the other party's prior written consent.

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

20.7. Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, partnership, joint venture, joint employer, or any other association between Landlord and Tenant.

20.8. Background Checks/Security. Recognizing the Tenant will be engaged in law enforcement activity of a sensitive nature at the premises, Landlord shall exercise general and overall control of its officers, employees and/or agents. Landlord shall ensure none of its officers, employees, agents, consultants, contractors, subcontractors, or their respective officers, employees, agents and assigns have access to the premises without first completing a criminal background investigation for each individual. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Landlord agrees that the individual shall not be assigned to perform work on the building or have access to the premises absent prior written consent from Tenant.

20.9. Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

20.10. Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior written Premises Lease agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties regarding the Lease of the Premises other than as are set forth or identified herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

20.11. Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified.

20.12. Authority. Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party to the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD, OSWEGO TOWNSHIP:

TENANT, KENDALL COUNTY:

Brian LeClerc
Supervisor

Scott Gryder
County Board Chairman

Dwight Baird
Kendall County Sheriff

ATTEST:

ATTEST:

Kenneth Holmstrom, Township Clerk

Debbie Gillette, County Clerk

EXHIBIT A

Exterior Areal view



Interior Floorplan



Those areas designated by a green boarder and shaded in gray are the premises utilized by Lessee

County of Kendall
Resolution 20 – _____

Kendall County Fair Housing Resolution

WHEREAS, under the Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, it is illegal to deny housing to any person because of race, color, religion, gender, physical or mental disabilities or national origin; and

WHEREAS, the Illinois Human Rights Act forbids discrimination in real estate transactions. This includes not only refusal to sell or rent, but also discriminatory differences in price and any other terms or conditions of a real estate transaction. The Illinois Human Rights Act prohibits discrimination in housing based upon race, color, religion, sex (including sexual harassment), pregnancy, national origin, ancestry, age (40 and over), order of protection status, marital status, sexual orientation (which includes gender-related identity), unfavorable military discharge, physical and mental disability, and familial status.

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that within the resources available to the County of Kendall through city, county, state, federal and community volunteer sources, the County will assist all persons who feel they have been discriminated against because of race, color, religion, sex, disability (physical and mental), familial status (children) or national origin in the process of filing a complaint with the Illinois Department of Human Rights or the U.S. Department of Housing and Urban Development, that they may seek equity under federal and state laws; and

BE IT FURTHER RESOLVED that the County of Kendall shall publicize this Resolution and through this publicity shall cause real estate brokers and sellers, private home sellers, rental owners, rental property managers, real estate and rental advertisers, lenders, builders, developers, home buyers and home or apartment renters to become aware of their respective responsibilities and rights under any applicable state or local laws.

PRESENTED and ADOPTED by the County Board, this 21st day of April 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder

County of Kendall, Illinois
ORDINANCE # 2020-_____

**Kendall County Ordinance Repealing Ordinance #2020-04 and Revising the
Procedure for Postponing Delinquency Date Interest and Penalties for the First
Installment of 2019 (Payable 2020) Property Tax Payments**

WHEREAS, on March 13, 2020, the President of the United States declared the COVID-19 pandemic warranted an emergency declaration for all states pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C 5121-5207; and

WHEREAS, on March 9, 2020, the Governor of Illinois declared all counties in the State of Illinois as a disaster area; and

WHEREAS, on March 26, 2020, the President of the United States approved a Major Disaster Declaration for Illinois; and

WHEREAS, on March 16, 2020, Kendall County Board Chairman Scott Gryder proclaimed a disaster in Kendall County Illinois; and

WHEREAS, on March 18, 2020, the Kendall County Board authorized the extension of the Chairman's disaster proclamation within the County of Kendall, that remains in effect until May 31, 2020; and

WHEREAS, when a county has been designated a disaster area by the President of the United States or the Governor of the State of Illinois, 35 ILCS 200/21-40(c)(1) permits a county board to adopt an ordinance or resolution modifying certain provisions of the Property Tax Code relating to specified installments of property taxes on property that has been substantially damaged or adversely affected as a result of the disaster; and

WHEREAS, the Kendall County Board has the authority to postpone interest on delinquent property tax payments pursuant to 35 ILCS 200/21-40(c)(1)(B); and

WHEREAS, the Kendall County Board adopted Ordinance #2020-04, which established a process for the postponement of interest on the first installment of the 2019 (payable 2020) property tax due June 10, 2020 for certain owners if they pay the first installment no later than August 10, 2020; and

WHEREAS, a property tax installment is not delinquent until at least thirty (30) days after the tax bill is sent; and

WHEREAS, the Kendall County Board has determined the procedure for postponing interest should account for the possibility the tax bills might reflect a due date for the first installment other than June 10, 2020; and

WHEREAS, the Kendall County Board wishes to keep the sixty (60) day interest grace period established in Ordinance #2020-04 while allowing for the possibility that the tax bills might reflect a due date for the first installment other than June 10, 2020.

NOW, THEREFORE, BE IT ORDAINED the Kendall County Board specifically modifies the 2019 (payable 2020) property tax year late tax penalties as follows:

Ordinance #2020-04 adopted April 21, 2020 is repealed.

Any owner of real property within Kendall County may submit to the Kendall County Treasurer's Office the COVID-19 Late Property Tax Penalty Waiver Application attached to this Ordinance as Exhibit A. The Application shall include an affirmation, under penalty of perjury, that the information contained therein is truthful and correct to the best of the applicant's knowledge. The applicant must affirm that:

1. The applicant is the current owner of the property; and
2. The applicant's real property is substantially damaged or adversely affected as a result of the COVID-19 pandemic; and
3. By submitting the application, the applicant will not be able to pay the tax online; any tax payments made online will be subject to the full statutory interest penalty with no right to refund or reimbursement of the interest.

The Application must be received by the Kendall County Treasurer's Office no later than ten (10) days prior to the due date, as stated on the tax bill, of the first installment of the 2019 (payable 2020) property tax. If the Kendall County Treasurer's determines the applicant's real property is substantially damaged or adversely affected as a result of the COVID-19 pandemic, the first property tax installment shall not be considered delinquent until sixty (60) days after the due date stated on the tax bill. No interest penalties shall be imposed under Section 21-15 of the Property Tax Code (35 ILCS 200/21-15) for any late payment of the first property tax installment as long as the first property tax installment is paid no later than sixty (60) days after the due date stated on the tax bill. If the first property tax installment remains unpaid later than sixty (60) days after the due date stated on the tax bill, the first installment shall be considered delinquent and the full amount of interest imposed by law will be applied and shall be calculated as if the first installment was delinquent beginning as of the day after the due date stated on the tax bill.

This ordinance does not amend the due dates for the first or second installments of 2019 (payable 2020) tax year property taxes.

This ordinance does not amend the delinquency date for the second installment of 2019 (payable 2020) tax year property taxes.

Other than those modifications to the first property tax installment made specifically by this ordinance, no other provisions of the Property Tax Code or other applicable law is modified.

ADOPTED and APPROVED this ____ day of May 2020.

Approved:

Attest:

Scott R. Gryder
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk



Kendall County Illinois

COVID-19 Late Property Tax Penalty Waiver Application

First Installment of 2019 Property Taxes (Payable 2020)

Pursuant to Kendall County Ordinance 2020-[REDACTED], for qualifying applicants whose real property has been substantially damaged or adversely affected as a result of the COVID-19 pandemic, no interest penalties shall be imposed for any late payment of the first property tax installment due [DUE DATE ON TAX BILL] as long as the first property tax installment due [DUE DATE ON TAX BILL] is paid on or before [60 DAYS AFTER DUE DATE ON TAX BILL]. All applications must be completed and signed by the owner of the property seeking the interest waiver and must be submitted to the Kendall County Treasurer's Office by mail, email, fax, or drop box by [10 DAYS PRIOR TO DUE DATE ON TAX BILL]. You will be notified if your application for an interest waiver has been denied.

Kendall County Treasurer – 111 W. Fox St., Yorkville, IL 60560
Phone: (630) 553-4141 Fax: (630) 553-4117 email: treasurer@co.kendall.il.us

Name:

Address,
phone, and
E-mail:

Parcel
Number (10
digits):

Please include any additional information you may wish to add regarding how your real property has been affected by the COVID-19 pandemic as an attachment.

I affirm, under the penalty of perjury, that the information contained herein is truthful and correct to the best of my knowledge.

1. I am the current owner of the property listed above.
2. The real property listed above is substantially damaged or adversely affected as a result of the COVID-19 pandemic.
3. I understand and agree that by submitting this application, I will be unable to pay my property tax online; if I pay online, I will be subject to the full amount of statutory interest with no right to refund or reimbursement of the interest.

Signature of Property Owner

Date

OFFICIAL USE ONLY

Date received:

KENDALL COUNTY

Resolution No. _____

A Resolution to vacate a no longer used highway right-of-way near the intersection of Plainfield Road and Ridge Road

WHEREAS, an intersection improvement was constructed at Plainfield Road and Ridge Road in 2008 creating a three way intersection;

WHEREAS, said project caused the removal of the existing roadway bisecting the properties identified by Kendall County Permanent Index Number 06-01-100-006 and Permanent Index Number 06-01-100-005;

WHEREAS, said project caused the roadway to be reconstructed at the location of the new intersection;

WHEREAS, as result of intersection improvements and reconstruction of the roadway, that portion of Kendall County's highway right-of-way described below is no longer used for highway purposes;

WHEREAS, the new configuration of the roadways creates an opportunity to exchange property among the owners adjacent to the intersection and Kendall County to create logical property lines thereby enhancing the utility and value of the relevant properties;

WHEREAS, the Kendall County Board intends, by separate ordinance, to participate in the exchange of those properties in order to facilitate an efficient exchange;

WHEREAS, including that unused right-of-way in the property exchange will facilitate the creation of those logical property lines;

NOW, THEREFORE BE IT RESOLVED, that KENDALL COUNTY's highway right-of-way over the following described parcels is hereby vacated:

Parcel No.: 002-VAC
Index No.: 06-01-100-006 (pt)

That part of the Right of Way that was dedicated for Public Road Purposes per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 158B), in the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the Southeast corner of said Northwest Quarter; thence South 87 degrees 17 minutes 24 seconds West along the South line of said Northwest Quarter, 13.34 feet to the centerline of said County Highway 22; thence 233.93 feet along said centerline, being a non-tangential curve to the left with a radius of 1,011.51 feet, a chord that bears North 17 degrees 12 minutes 14 seconds West and a chord distance of 233.41 feet to a line that is 75.00 feet West of, as measured perpendicularly thereto, the East line of said Northwest Quarter and the Point of Beginning; thence 128.59 feet continuing along said centerline, being

a curve to the left with a radius of 1,011.51 feet, a chord that bears North 27 degrees 28 minutes 16 seconds West and a chord distance of 128.50 feet to the East end of a Southerly line of lands described in Document 902572 in Book 275 Page 7, recorded on April 24, 1990; thence North 88 degrees 20 minutes 28 seconds West along said Southerly line, 41.94 feet to a line that is 35 feet Southwesterly of, as measured perpendicularly thereto, said centerline, also being the Southwesterly line of said Right of Way that was dedicated for Public Road Purposes; thence 464.63 feet along said Southwesterly line, being a non-tangential curve to the left with a radius of 976.51 feet, a chord that bears North 46 degrees 04 minutes 33 seconds West and a chord distance of 460.26 feet to the West line of lands described in Document 902572 in Book 275 Page 7, recorded on April 24, 1990; thence South 85 degrees 53 minutes 08 seconds East, 141.21 feet to a line that is 35 feet Northeasterly of, as measured perpendicularly thereto, said centerline, also being the Northeasterly line of said Right of Way that was dedicated for Public Road Purposes; thence 448.81 feet along said Northeasterly line, being a non-tangential curve to the right having a radius of 1,046.51 feet, a chord that bears South 40 degrees 27 minutes 56 seconds East and a chord distance of 445.38 feet to said line that is 75.00 feet West of, as measured perpendicularly thereto, the East line of said Northwest Quarter; thence South 01 degree 53 minutes 02 seconds East along said parallel line, 85.58 feet to the Point of Beginning.

Said parcel containing 0.769 acres or 33,491 square feet, more or less.

AND

**Parcel No.: 005-VAC
Index No.: 06-01-100-005 (pt)**

That part of the Right of Way that was dedicated for Public Road Purposes per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 158B), in the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the Southeast corner of said Northwest Quarter; thence South 87 degrees 17 minutes 24 seconds West along the South line of said Northwest Quarter, 13.34 feet to the centerline of said County Highway 22; thence 233.93 feet along said centerline, being a non-tangential curve to the left with a radius of 1,011.51 feet, a chord that bears North 17 degrees 12 minutes 14 seconds West and a chord distance of 233.41 feet to a line that is 75.00 feet West of, as measured perpendicularly thereto, the East line of said Northwest Quarter and the Point of Beginning; thence South 01 degree 53 minutes 02 seconds East along said parallel line, 107.24 feet to a line that is 35 feet Southwesterly of, as measured perpendicularly thereto, said centerline, also being the Southwesterly line of said Right of Way that was dedicated for Public Road Purposes; thence 246.49 feet along said Southwesterly line, being a non-tangential curve to the left with a radius of 976.51 feet, a chord that bears North 25 degrees 12 minutes 50 seconds West and a chord distance of 245.83 feet to a Southerly line of lands described in Document 902572 in Book 275 Page 7, recorded on April 24, 1990; thence South 88 degrees 20 minutes 28 seconds East along said Southerly line, 41.94 feet returning to said centerline of County Highway 22; thence 128.59 feet along said centerline, being a non-tangential curve to the right with a radius of 1,011.51 feet, a chord that bears South 27 degrees 28 minutes 16 seconds East and a chord distance of 128.50 feet to the Point of Beginning.

Said parcel containing 0.149 acres or 6,475 square feet, more or less.

BE IT FURTHER RESOLVED, that the KENDALL COUNTY HIGHWAY DEPARTMENT, acting on behalf of the Kendall County Board, is authorized to record this Resolution showing the legal description of the vacated right-of-way with the Kendall County Recorder, as required by 605 ILCS 5/5-110.

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

Scott Gryder - Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D. 2020.

Debbie Gillette – County Clerk

(SEAL)

COUNTY OF KENDALL, ILLINOIS
RESOLUTION 20 – _____

**Resolution of Support for Kennedy Pointe Restaurant Downstate Small Business
Stabilization Program Application**

WHEREAS, Kendall County is applying to the State of Illinois for a Community Development Block Grant Program grant, and

WHEREAS, it is necessary that an application be made, and agreements entered with the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) that Kendall County apply for a grant under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.
- 2) that the County Board Chairman and County Clerk on behalf of Kendall County execute such documents and all other documents necessary for the carrying out of said application.
- 3) that the County Board Chairman and the County Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

PRESENTED and ADOPTED by the County Board, this 5th day of May 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder



COUNTY OF KENDALL, ILLINOIS
RESOLUTION 20 – _____

**Resolution of Support for Top Notch Kennels Downstate Small Business Stabilization
Program Application**

WHEREAS, Kendall County is applying to the State of Illinois for a Community Development Block Grant Program grant, and

WHEREAS, it is necessary that an application be made, and agreements entered with the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) that Kendall County apply for a grant under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.
- 2) that the County Board Chairman and County Clerk on behalf of Kendall County execute such documents and all other documents necessary for the carrying out of said application.
- 3) that the County Board Chairman and the County Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

PRESENTED and ADOPTED by the County Board, this 5th day of May 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder



**PROMISSORY NOTE FOR KENDALL COUNTY, ILLINOIS, TO BORROW \$200,000
FROM THE KENDALL COUNTY REVOLVING LOAN FUND TO SECURE EMERGENCY
WORKING CAPITAL GRANT FUNDING, UNDER THE DOWNSTATE SMALL
BUSINESS STABILIZATION PROGRAM, FOR LOCAL BUSINESSES FACING
HARDSHIP DUE TO THE COVID-19 PANDEMIC**

WHEREAS, Kendall County, Illinois, (“Kendall County”) recognizes the extreme hardship the COVID-19 Pandemic has caused for some local businesses in the unincorporated areas of Kendall County; and

WHEREAS, the State of Illinois (“State”) is currently offering grant funding to units of local government to be distributed to local businesses (“Benefitting Businesses”) as working capital through the Downstate Small Business Stabilization Program (“DSBSP”) to assist these Benefitting Businesses in weathering the economic hardships of COVID-19; and

WHEREAS, under the DSBSP, the unit of local government applies for the grant, and, if approved, receives the funds, which it then distributes to the Benefitting Business; and

WHEREAS, under the DSBSP, if the Benefitting Business does not comply with the grant requirements the State may require repayment of the grant funds from the unit of local government, and the unit of local government may then seek to recover the full amount from the Benefitting Business; and

WHEREAS, Kendall County wishes to secure these DSBSP grant funds for local businesses in the unincorporated areas of Kendall County, but believes it would be imprudent, in these uncertain times, to risk having to withdraw money from Kendall County’s general fund to repay grant funding to the State, in the event one of the Benefitting Businesses does not comply with the grant requirements; and

WHEREAS, Kendall County administers a Revolving Loan Fund intended to support the local economy, create and retain jobs, and benefit a minimum of 51% low- to moderate-income individuals in the community; and

WHEREAS, to secure the DSBSP grant funding for Benefitting Businesses without placing the financial health of Kendall County in jeopardy, the Kendall County Board has decided to borrow money from the Revolving Loan Fund for the duration of the DSBSP, approximately 1 year, in order to have funds available should Kendall County be called upon by the State to repay grant funding; and

WHEREAS, the Governor of Illinois has declared the entire State of Illinois, including Kendall County, a disaster area due to the COVID-19 Pandemic. This disaster proclamation allows Kendall County, under the Illinois Emergency Management Agency Act, to waive certain procedures and formalities to expedite emergency relief for the residents of Kendall County; and

WHEREAS, Kendall County finds there is a serious economic urgency in obtaining these funds for local businesses as quickly as possible.

NOW THEREFORE, Kendall County will borrow a total amount of \$200,000 (“Loan Amount”) from the Kendall County Revolving Loan Fund for the sole purpose of repaying DSBSP Grant Funds to the State, subject to the following terms and conditions:

1. **RECITALS:** The above recitals are incorporated as is fully set forth herein.
2. **PROMISE TO PAY:** Kendall County agrees to return the full Loan Amount, in addition to any interest accrued, less any amount paid to the State under the DSBSP, to the Revolving Loan Fund within 30 calendar days of the last day the State can assert its right to have the DSBSP grant funding repaid by Kendall County (Repayment Due Date).
3. **METHOD OF PAYMENT:** Within 30 calendar days prior to the Repayment Due Date, the Kendall County Board shall vote to approve repayment after review of an itemized account statement of the borrowed funds detailing any amount prepaid, all amounts paid over to the State, and the Benefitting Businesses on behalf of which those amounts were paid over to the State.
4. **PREPAYMENT:** Kendall County has the right to repay the Loan Amount, or any portion thereof, at any time prior to the Repayment Due Date, without charge or penalty, to the Revolving Loan Fund.
5. **INTEREST:** Kendall County shall not be required to pay interest on the Loan Amount, beyond any interest incidentally accrued, until the Repayment Due Date has passed. After that date, the County will be required to pay interest at a rate of 0.25% per year on any amount not returned to the Revolving Loan Fund.
6. **LIMITED USE:** Kendall County is prohibited from using any of the Loan Amount for any purpose beyond repayment of any 2020 DSBSP grant funds the State demands be repaid to the State as result of a Benefitting Business’s failure to comply with the conditions of the DSBSP. Any contract, agreement, obligation, or other appropriation to utilize the Loan Amount for any other purpose is and shall be void.
7. **COMPLIANCE WITH RECAPTURE STRATEGY:** This distribution of the Loan Amount to Kendall County is subject to the 2006 Kendall County RF Recapture Strategy (“Recapture Strategy”) and must comply therewith. The Recapture Strategy is incorporated as if fully set forth herein.
 - 7.1 ***Forgoing Procedural Requirements:*** Pursuant to the Illinois Emergency Management Agency Act, 20 ILCS 3305/10(j), and in the interest of obtaining emergency funding for Benefitting Businesses as quickly as possible, the procedural requirements set forth in Section C(1) of the Recapture Strategy are suspended for the purposes of processing this loan.
 - 7.2 ***Mandatory Substantive Provisions:*** To ensure compliance with the substantive provisions of the Recapture Strategy, Kendall County will ensure the Benefitting Businesses use the grant funding in a manner that satisfies all other requirements of the Recapture Strategy, including, but not limited to the following: (1) the grant funds must be used for working capital, and (2) jobs

created or retained with the grant funding must benefit 51% low- to moderate-income individuals.

8. **PURSUIT OF BENEFITTING BUSINESS:** Kendall County must take all necessary and appropriate action to recover, from the Benefitting Businesses, any amount of grant funds repaid to the State on behalf of the Benefitting Businesses. This includes all actions permitted by law and as set forth in the DSBSP grant program and the Participation Agreements with the Benefitting Businesses. Any amount recovered from the Benefitting Businesses, less any costs, expenses, and reasonable attorney's fees shall be paid into the Revolving Loan Fund.

Kendall County, Illinois, hereby accepts and agrees to the terms and conditions set forth herein, and this Promissory Note is approved and adopted by the County Board of Kendall County, Illinois, this ____ day of _____, 2020.

Board Chairman Signature:

Attest:

Scott Gryder, Chairman
County Board

Debbie Gillette
County Clerk