

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560
Tuesday, February 7, 2023 at 6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance – Deputy Giannotti - Kendall County Sheriff's Office
3. Invocation – Steve Saunders – Plano Methodist
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
 - A. World War 1 Medal Presentation to Anne and Barbara Sears on behalf of Louis A. Sears
 - B. New Illinois State Association of Counties (ISACo) President – Matthew Prochaska
 - C. Kendall County 211 Presentation – Amy Peterson, Kendall County 211 Executive Director
 - D. Approval of a Resolution Honoring Black History Month in Kendall County
8. Public Comment
9. Consent Agenda
 - A. Approval of County Board Minutes from January 3, 2023
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$1,719,502.72
 - D. Approval of Kendall Area Transit FY22 IL Downstate Operating Assistance (DOAP) Grant Audit
 - E. Approval of Kendall Area Transit FY22 Section 5311 Grant Audit
 - F. Approval of Kendall Area Transit FY22 Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Audit
10. Old Business
11. New Business
 - A. Approval of an Ordinance Amending Ordinance No. 99-34 An Ordinance Regulating the Retail Sale of Alcoholic Liquors Outside the Corporate Limits of any City, Village, or Incorporated Town in Kendall County, Illinois
 - B. Approval of a Resolution Creating the Connect Kendall County Commission (CKCC)
12. Standing Committee Reports
 - A. Finance
 1. Approval of the Purchase of a Generac Light Tower with Generator in an amount not to exceed \$14,500 using American Rescue Plan Act Funds
 2. Approval of an agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with the Village of Montgomery for the amount of \$2,000,000
 3. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with the Village of Oswego for the amount of \$500,000
 - B. Facilities & Technology
 1. Approval of a 1 Year Agreement between Kendall County and Limble Solutions, Inc for a Computerized Maintenance Management System (CMMS) in an amount not to exceed \$25,000
 - C. Economic Development & Administration
 1. Approval of a Revolving Loan Fund Promissory Note Agreement Between the County of Kendall, Illinois and the Village of Minooka in the Amount of \$750,000
 2. Approval of a Contract for Services to be Rendered by Elevation Consulting LLC for Kendall County in an amount not to exceed \$5,000 per month for a term of 24 months
13. Special Committee Reports
14. Liaison Reports
15. Other Business
16. Chairman's Report

Appointments

Dan Roberts – Minooka Fire District – 3-year term- Expires February 2026
David Thompson- Newark Fire District – 3-year term- Expires February 2026

Bob Stewart – Plan CMS (Kendall Twp) – 3- year term- Expires February 2026

Dr. Julie Conlin – Board of Health – 3-year term – Expires February 2026

Abraham Arechiga Santillan – Workforce Development Board – 2 year term – Expiration February 2025

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.

RESOLUTION NO. 2023-_____

RESOLUTION HONORING BLACK HISTORY MONTH IN KENDALL COUNTY

WHEREAS, each year beginning on February 1, an entire month of events is planned throughout the United States honoring the rich history and contributions of African Americans; and

WHEREAS, Black History Month is an important time to acknowledge and celebrate the contributions of African Americans in our nation's history and to recognize that the ethnic and racial diversity of the United States enriches and strengthens our nation overall; and

WHEREAS, the continued celebration of the month provides an opportunity for all people in the United States to better understand Dr. Carter G. Woodson's launch of Negro History Week in 1926, proclaiming that Negro History Week should always occur in the second week of February which falls between the birthdays of Frederick Douglass and Abraham Lincoln; and

WHEREAS, since 1976, every American president has proclaimed February as Black History Month; and

WHEREAS, by reliving and remembering history, it is possible to create awareness of the struggles and challenges that African Americans overcame in this country and that this proven perseverance will serve as an inspiration for all races in America; and

WHEREAS, every race is connected to the rich history of this nation and, by celebrating Black History Month, everyone can be included in a tradition of acknowledgement, inclusion and community engagement;

NOW THEREFORE BE IT RESOLVED, that the Kendall County Board on this 7th day of February, 2023, recognizes February as Black History Month and the integral part of our nation's traditions in which we promote positive examples of poignant historical events and exemplary leaders; and

BE IT FURTHER RESOLVED, that the Kendall County Board acknowledges and commends organizations nationwide for the events held and tributes displayed in remembering the deeply meaningful contributions of African Americans and gaining a greater understanding of national and world history.

Approved and adopted by the County Board of Kendall County, Illinois this 7th day of February, 2023.

Kendall County Board Chairman:

Attest:

Matt Kellogg, County Board Chairman

Debbie Gillette, County Clerk and Recorder

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
January 3, 2023**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday January 3, 2022 at 6:00 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: Jason Peterson.

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

PLEDGE OF ALLEGIANCE

Tim Stubinger the Veteran Assistance Commission of Kendall County Superintendent led the Pledge of Allegiance.

INVOCATION

Eric Gauss, Head Pastor of Cross Lutheran Church in Yorkville gave the invocation.

THE AGENDA

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

PUBLIC COMMENT

Eric Gauss encouraged the Board to consider invoking the faith community for support in their goals to accomplish things in the County.

CONSENT AGENDA

Member Gengler moved to approve the consent agenda of **A)** county board minutes from November 29, 2022 and December 5, 2022; **B)** standing committee minutes; **C)** claims in an amount not to exceed \$ 1,319,694.05; **D)** Approval of State's Attorney Appellate Prosecutor Resolution for Fiscal Year 2023 (December 1, 2022 to November 30, 2023) and authorization of payment for services in the amount not to exceed \$36,000.00. Member Shanley seconded the motion. Chairman Kellogg asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

C) COMBINED CLAIMS: ADMIN \$326.58; ANML CNTRL WRDN \$554.28; CIR CT CLK \$5,646.82; CIR CRT JDG \$9,453.41; CORONR \$3,281.35; CORR \$5,870.34; CNTY ADMIN \$180,387.96; CNTY BRD \$670,081.81; CNTY CLK \$601.79; HIGHWAY \$190,889.01; TREASR \$7,655.45; ELECTION \$2,256.01; EMA \$1,737.63; FCLT MGMT \$11,863.86; GIS COORD \$183.08; HLTH & HMN SRV \$45,281.40; JURY \$4,044.38; PBZ SNR PLNNR \$6,613.00; PBZ \$92.00; PRSD JDGE \$230.00; PROB SPVSR \$210.39; PUB DFNDR \$1,070.09; ROE \$267.11; SHRF \$47,965.08; ST ATTY \$41,953.97; TECH \$10,055.66; TREASR \$271.85; UTIL \$34,914.87; VET \$1,300.00; FP \$7,941.06; SHF \$7,985.48; SHF \$18,708.33.

D) A complete copy of Resolution 22-01 is available in the Office of the County Clerk.

OLD BUSINESS

101 W Fox St, Yorkville Property

Member DeBolt moved to a Commercial Purchase and Sale Agreement between Paul Buck – Cynthia Buck and the County of Kendall for the Property located at 101 W Fox St, Yorkville in an amount not to exceed \$800,000. Member Rodriguez seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

NEW BUSINESS

Exela Technologies

Member Gengler moved to approve the Resolution Granting the Kendall County Circuit Clerk Authority to Enter into Agreements with HOV Services Inc., an Exela Technologies Inc. Company on Behalf of Kendall County, Illinois with the amendment to add "or as negotiated by the Clerk of the Circuit Court" to the last paragraph. Member Rodriguez seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 23-02 is available in the Office of the County Clerk.

STANDING COMMITTEE REPORTS

Health Department

Member Shanley reminded the Board about the Mental Health/ First Aid Classes.

Finance

Member Gengler stated that they will be looking at ARPA fund options with the remaining funds.

LIAISON REPORTS

Circuit Clerk, Matt Prochaska spoke about the Safe-T Act implementation and everything being put on hold until the Supreme Court rules.

CHAIRMAN'S REPORT

Member Bachmann moved to approve the appointment(s). Member Shanley seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Appointment(s)

Robyn Vickers – 708 Mental Health Board – 4 year term – Expires January 2027

QUESTIONS FROM THE PRESS

Ethan Kruger from WSPY asked about the grant process for applying for the Small Business Grant and about the precinct change resolution.

ADJOURNMENT

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

Approved and submitted this 13th day of January, 2023.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
Meeting Minutes for Monday, January 9, 2023

Call to Order – Committee Chair Brian DeBolt called the Facilities Management Committee to order at 4:00 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Bachmann, Zach	Here		
DeBolt, Brian	Here		
Kellogg, Matt	Yes		
Peterson, Jason	Here		
Shanley, Brooke			

Others Present – County Administrator Scott Koeppel, Facilities Director Dan Polvere, Assistant Facilities Director Luke Prisco, Technology Director Matt Kinsey, Deputy Director Meagan Briganti

Approval of Agenda - Member Peterson made a motion to approve the agenda, second by Member Bachmann.
With four members present voting aye, the motion carried by a vote of 4-0.

Approval of November 10, 2022 Meeting Minutes – Member Kellogg made a motion to approve the November 10, 2022 meeting minutes, second by Member Peterson. **With four members present voting aye, the motion carried by a vote of 4-0.**

Public Comment - None

Status Reports

- **GIS** – Megan Briganti, Deputy Director submitted to the committee the 2022 GIS accomplishment report. Briganti highlighted the efficiency of the department workload with less employees. Briganti explained to the committee what service GIS/mapping provides for the county. Briganti highlighted the promotion of Josh Carlson to GIS Developer along with his win of the 2022 Esri Community Contest. Briganti reported updates of how GIS has provided services within the community such as Oswego Public Library and the Kendall County Forest Preserve.
- **FY 2023 Capital Project List** – Dan Polvere, Director of Facilities Management reported to the committee the list of capital projects and procurements for the county departments/buildings for the 2023 fiscal year.

Old Business/Project Updates - None

New Business/Projects

- Court Technology Modernization Initiative/Grant Process*** – Facilities Director Polvere explained the judiciary is working on a grant to upgrade the AV systems in the courtrooms. Polvere stated that the based budget on other counties that have completed this the project estimate is \$300,000.00. Once the grant is awarded, capital funds will make up the difference in the balance. The project is in the planning stages between the vendor, facilities, technology and GIS.
- Kendall County Phase One Capital Improvement Project*** – Chair DeBolt informed the committee of the meeting scheduled with the architects and County Clerk Debbie Gillette to review the building progress thus far. Chair DeBolt updated the progress on the purchase of the “old firehouse” and the vacant lots behind the firehouse building. The target date is early spring for the bid process to begin. Discussion on the project progressed.

- C. ***Tours of Facilities*** – Facilities Director Polvere offered tours of the facilities to the new committee members.
- D. ***Kendall Area Transit (KAT) grant from Rebuild IL for the design and construction of an operations facility*** – County Administrator Scott Koeppel explained how funding for the project was achieved and where the building will be located. Facilities Director Polvere discussed the status of the bid documents for the project.
- E. ***Discussion of GIS Shared Services*** – Deputy Briganti submitted a proposal to the committee to have an Intergovernmental Agreement (IGA) drafted for shared GIS Services. Briganti stated the benefits and savings this service will provide. Motion to draft an Intergovernmental Agreement (IGA) for a GIS Shared Services contract with Oswego and Yorkville to the State’s Attorney’s Office by Member Kellogg. Second by Member Peterson. **All members present voting aye, Motion Approved.**
- F. ***Discussion of an Intergovernmental Agreement for the Sharing of Services, Staff and Equipment between the Village of Oswego, Kendall and Will Counties, Illinois, The Oswego Township, The Oswego Library District, The Oswego Fire Protection District, The Oswegoland Park District, Kendall County and Oswego Community School District 308*** – Motion to forward the Intergovernmental Agreement for the Sharing of Services, Staff and Equipment between the Village of Oswego, Kendall and Will Counties, Illinois, The Oswego Township, The Oswego Library District, The Oswego Fire Protection District, The Oswegoland Park District, Kendall County and Oswego Community School District 308 to the county board for approval by Member Kellogg. Second by Member Peterson. **All members present voting aye, Motion Approved.**

Chair Report - None

Executive Session – None

Other Business – None

Public Comment – None

Questions from the Media – None

Items for the January 17, 2023, County Board Meeting – Full board approval of the Intergovernmental Agreement for the Sharing of Services, Staff and Equipment between the Village of Oswego, Kendall and Will Counties, Illinois, The Oswego Township, The Oswego Library District, The Oswego Fire Protection District, The Oswegoland Park District, Kendall County and Oswego Community School District 308

Items for the States Attorney’s Office – Draft an Intergovernmental Agreement (IGA) for a GIS Shared Services contract with Oswego and Yorkville to the State’s Attorney’s Office

Items for COW - None

Adjournment – Member Peterson made a motion to adjourn the Facilities Committee meeting, Member Bachmann seconded the motion. **With four members present voting aye, the meeting was adjourned at 4:54 p.m. by a vote of 4-0.**

Respectfully submitted,

Christina Wald
Administrative Assistant and Recording Clerk

COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING MINUTES
Wednesday, October 19, 2022

CALL TO ORDER – Member Gilmour called the meeting to order at 5:30pm.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Scott Gengler	Here		
Judy Gilmour	Here		
Dan Koukol	Here		
Robyn Vickers	Here		
Elizabeth Flowers	Absent		

Employees in Attendance: Scott Koeppel, Bob Jones

Others in Attendance: Mike Wojcik, Beth Ishmael

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

APPROVAL OF MINUTES – Motion made by Member Vickers, second by Member Gengler to approve the October 6, 2022, minutes. **With four members present voting aye the motion passed 4-0**

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS – Mr. Koeppel reported hiring updates to the committee. He is working with the Sheriff's office to post the job for the Inspector General on the Indeed website, the County's website and Thin Blue Line, a law enforcement site. The cost will be split between Administration and the Sheriff's Department.

All three part-time positions at Animal Control will be filled by month end. Mr. Koeppel said they are holding off on hiring the full-time Kennel Technician until a Director is hired. The Director position is posted and there are several good candidates. He will be reviewing resumes with Tina Dado, HR Specialist. Tina and Dan Polvere, Facilities Director are also reviewing applications for the Assistant Facilities Director.

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Presentation – the Horton Group: Approval of Plan Performance/Renewal Planning - Beth Ishmael from The Horton Group provided handouts to the committee and presented a marketing analysis spreadsheet for January 2023 renewal for medical insurance. She went over the current plan offerings and the initial renewal increase of 19.9%. She was able to negotiate the increase which brought the increase down to*

10.9%. Ms. Ishmael approached several other markets for quotes including Cigna, Aetna, Humana, and United Health Care. United Healthcare provided a quote but after a brief discussion some committee members did not want to pursue United Health Care.

Mike Wojcik answered questions from the committee and went on to discuss dental plan quotes with Sun Life, the current Met Life plan, and a BCBS bundle quote with medical and dental combined for an additional savings discount of 1%.

Mr. Koepfel briefed the committee on the three options to choose from. One is to go with Sun Life for some savings, stay with Met Life for consistency for the employee, or select BCBS's bundling package with no increase for two years.

Member Koukol made a motion to recommend renewing the current BCBS medical insurance with a 9.9% increase in premiums, and bundle BCBS dental insurance with an extra 1% discount savings, and forward to County Board for review, second by member Gengler. **With four members present voting aye, the motion carried by a vote of 4-0.**

EXECUTIVE SESSION - None

ITEMS FOR COMMITTEE OF THE WHOLE – None

ACTION ITEMS FOR COUNTY BOARD

- *Approval of Health Insurance and Dental Insurance with BCBS and renewal with EyeMed for Vision Insurance.*

ADJOURNMENT – Member Vickers made a motion to adjourn the meeting, second by Member Gengler. **With four members present voting yes, the meeting adjourned at 6:30 p.m.**

Sandy Washkowiak
Administrative Assistant



MEETING MINUTES FOR WEDNESDAY, September 28, 2022

Call to Order – The meeting was called to order by Committee Chair Amy Cesich at 8:32 a.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Brian DeBolt	Yes		
Elizabeth Flowers	Present		
Scott Gengler	Here		
Ruben Rodriguez	Here		

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

Others present: Scott Koeppel, County Administrator

Approval of Agenda Motion made by Member DeBolt, second by Member Gengler to approve the agenda. **With five members in agreement, the minutes were approved by a 5-0 vote.**

Approval of Minutes – Motion made by Member Rodriguez, to approve the minutes from August 24, 2022, second by Member Flowers. **With five members in agreement, the minutes were approved by a 5-0 vote.**

Monthly Reports

- **Census Log** – County Administrator Scott Koeppel reviewed the census log with the committee and noted that stray intakes for dogs and owner-surrenders are slightly up. There are currently 11 dogs and 8 cats at the facility. A lot of cats have been adopted this year. The number of rescued animals has been high recently. Mr. Koeppel highly recommends chipping your dog since it is much easier to find the owner and chips are free at Animal Control. **Written report provided.**
- **Bite Report** – Mr. Koeppel reviewed the Bite Report, noted there was a significant number of bite reports 28 total, 3 cat bites, 25 dog bites. **Written report provided.**
- **Operations Report** – Mr. Koeppel reported they are scheduling micro chipping a month in advance. They are doing a couple a day and multiple animals can be chipped per household. The cost of the microchips is a bit higher but is well worth it when dogs can be returned to the owners more quickly.

HR and Director Prestegaard are working together on ways to fill the full-time Kennel Technician position. Currently there are 2 full-time staff and 2 part-time employees at the facility. **Written report provided.**

Accounting Report – Mr. Koeppel reviewed the monthly report with the committee. Due to the lack of staff the budget looks good. The number of rabies tags sold has improved but is only at 58% of the budget - through August. This should be closer to 70%, but this could improve next year with the three year tags cycle that Dr. Schlapp had mentioned. The fund balance is good at \$212,000 and other balances are doing well. **Written report provided.**

Committee Business

- *Discussion of Donations Made to KC Animal Control* – Mr. Koeppel checked with the State's Attorney's office to make sure we could accept donations at the facility since we are not a non-profit. He briefed the committee that Latreese Caldwell and Jennifer Karrales are working on an inventory control process in order to log and track donations more efficiently and to acknowledge the donators for their donations. The committee discussed better ways to organize the donation area and is considering a color-coding system. This would be ideal for tracking expiration dates, especially the dog food.
- *Discussion of Notice to Heirs and Legatees of the Estate of Max C. Gartner* – The committee reviewed the notice provided to them. Mr. Koeppel stated that we are named in their will but the notice does not show the amount or other details of the notice. He would like to send this to the States Attorney's Office for assistance on how to appropriately handle this.

Motion made by member DeBolt, second by member Rodriguez to send the *Notice to Heirs and Legatees of the Estate of Max C. Gartner* to the State's Attorney's office.

With five members in agreement, the motion carried by a vote of 5 -0.

- *Hiring Update* – Mr. Koeppel mentioned that one part-time person left the department but another came back. HR is working on the best outcome to get the new full-time position filled. The position has not been posted yet due to the possibility of hiring someone from within.

Public Comment – None

Executive Session – Member DeBolt made a motion to enter into Executive Session for the purpose of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity, second by Member Rodriguez.

Roll Call

Attendee	Status
Amy Cesich	Yes
Brian DeBolt	Yes
Elizabeth Flowers	Yes
Scott Gengler	Yes
Ruben Rodriguez	Yes

With five members voting aye, the motion carried by a vote of 5-0.

The meeting reconvened after Executive Session at 9:37.

Action Items for the County Board - None

Action Items for the Committee of the Whole – None

Adjournment – Member Gengler made a motion to adjourn the meeting, second by Member DeBolt. **With five members present in agreement, the meeting was adjourned at 9:39 a.m.**

Respectfully Submitted,

Sandy Washkowiak
Administrative Assistant



MEETING MINUTES FOR WEDNESDAY, November 23, 2022

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

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Brian DeBolt	Yes		
Elizabeth Flowers	Absent		
Scott Gengler	Here		
Ruben Rodriguez	Here		

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

Others present: Latreese Caldwell, Tina Dado, Brianna Falk County Administrator

Approval of Agenda Motion made by Member DeBolt, second by Member Rodriguez to approve the agenda. **With four members in agreement, the minutes were approved by a 4-0 vote.**

Approval of Minutes – Motion made by Member Gengler to approve the minutes from September 28, 2022, second by Member DeBolt. **With four members in agreement, the minutes were approved by a 4-0 vote.**

Monthly Reports

- **Bite Report** – Brianna reviewed the Bite Report, noted there was a significant number of bite reports for September: 23 total, 4 cat bites, 19 dog bites. October: 19 total, 2 cat bites, 10 dog bites **Written report provided.**

Committee Business- Member Cesich thanked Brianna for keeping Animal Control together with limited staff. Member Cesich introduced Anna Payton. Anna is a former director of Kendall County Animal Control who is now Director of Animal Care & Control in the City of Aurora. Ms. Payton has been contracted to work with Kendall County Animal Control during the transition of the new upcoming director.

Tina Dado, HR Specialist spoke about concerns in the hiring process. Two positions are still waiting to be filled, one-part time and one full time kennel tech. Members discussed the possibility of offering benefits to part time employees.

Public Comment – Member DeBolt thanked Member Cesich for her services as a board member. Member Rodriguez also thanked Member Cesich and wished her well.

Executive Session – None

Action Items for the County Board - None

Action Items for the Committee of the Whole – None

Adjournment – Member DeBolt made a motion to adjourn the meeting, second by Member Gengler. **With four members present in agreement, the meeting was adjourned at 9:03 a.m.**

Respectfully Submitted,

Nancy Villa
Executive Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, October 13, 2022 at 4:00 PM
Meeting Minutes

Call to Order and Pledge of Allegiance - The meeting was called to order at 4:11p.m. by County Board Chair Scott Gryder who led the Committee in the Pledge of Allegiance to the American Flag.

Roll Call

Board Member	Status	Arrived	Left Meeting
Amy Cesich	Present		
Brian DeBolt	Yes		
Elizabeth Flowers	Here	4:23	
Scott Gengler	Here		
Judy Gilmour	Here		
Scott Gryder	Yes		
Matt Kellogg	Yes		
Dan Koukol	Absent		
Ruben Rodriguez	Absent		
Robyn Vickers	Here		

Staff Present: Latreese Caldwell, Jennifer Karales, Scott Koeppel, Matt Asselmeier

Guests Present: Attorney Leslie Johnson, Jill Ferko, Attorney Judd Lofchie

Approval of Agenda – Motion made by Member Cesich, second by Member Gilmore. **With seven members present voting aye, the motion carried by a vote of 7-0.**

Approval of September 7, 2022, September 8, 2022, and September 15, 2022 Meeting Minutes – Motion made by Member DeBolt, second by Member Cesich. **With seven members present voting aye, the motion carried by a vote of 7-0.**

New Business

- *Discussion of Committee Structure and County Board Rules of Order* – Mr. Koeppel reported on the possible committee structure proposal he has been working on with Chair Gryder. (Included in packets page 11). This recommendation could help streamline the committee meetings to be more efficient. The new structure would have six committees with each committee meeting once a month, three liaisons, and a County Board Chair. Each member would have their own distinct duties.

The committee members shared their views and liked the structure of the plan but would further like to discuss it. With the direction from the committee Mr. Koeppel said he will adapt and change the Board Rules of Order and present this at the November COW meeting.

Motion made by Member Cesich to forward this item to the November COW meeting for further discussion based on the input today, second by Member Gilmore. **With eight members present voting aye, the motion carried by a vote of 8-0.**

From Human Resources & Administration Committee:

- *Discussion of Kendall County HR Department* – Member Flowers reported to the committee that the HR & Admin. Committee agreed on creating and centralizing a new HR Department but have questions on how it will be structured. (Included in packets page 12 – 15)

Mr. Koeppel mentioned that employees often say they don't know where to go for HR issues and by having a clearly defined HR Department this would elevate the confusion. He met with the States Attorney's office and Kane and DuPage County's Human Resource Departments to discuss their structure and best practices. After those discussions and other research, with the Administration staff he recommends changes to HR functions and presented to the committee four options (included in their packets.)

An organization chart was included in the committee's packets showing a great example of what a full HR best practices would look like.

After a discussion the majority of the committee were in favor of Option Four. They liked the idea of a centralized HR Department all in one place but there were concerns about the County's various departments and elected officials that already have an HR person but are not officially trained in HR responsibilities. Ms. Johnson, Assistant State's Attorney mentioned that she is seeing a lot of overlap in HR questions she is handling.

Mr. Koeppel thought the first step would be to draft a job description for an HR Director for the FY 23 budget.

Member Kellogg made a motion to forward the job description for the HR Director once it is drafted to the November COW meeting for discussion, second by Member DeBolt. **With eight members present voting aye, the motion carried by a vote of 8-0.**

- *Discussion & Approval of Kendall Area Transit 5310 Grant Application* – Mr. Koeppel asked to forward this to the County Board meeting on Tuesday, October 18th.

Member Gilmore made a motion to forward this item to the County Board meeting on October 18th, second by Member Gengler. With eight members present voting aye, the motion carried by a vote of 8-0.

From Planning, Building, & Zoning Committee:

- *Discussion of Petition 22-01, a Request from Jose and Silvia Martinez for a Special Use Permit for a Landscaping Business, Variance to Section 7:01.D.30.b to Allow a Landscaping Business a Non-State, County, or Collector Highway as Defined by the Kendall County Land Resource Management Plan,*

and Variance to Section 11:02.F.7.b of the Kendall County Zoning Ordinance to Allow a Driveway Zero Feet from the Southern Property Line at 1038 Harvey Road (PINs: 03-12-100-004 and 03-12-100-013) in Oswego Township; Property is Zoned A-1 Agricultural District – Mr. Asselmeier briefed the committee on the background of the petition starting from 2018 when the petitioners bought the property. The petitioner was cited for violating a zoning ordinance in 2019 when he built a landscaping business without a special use permit. He later installed a driveway without a permit and received violations for junk and debris. The court fined him \$32,800. He has since filed for a special use permit and was granted an access permit from Oswego, and he applied for a storm water management permit.

Mr. Asselmeier stated the special use permit was approved that a landscaping business could go on this property but there are concerns that the petitioner would not comply with the 25 proposed conditions. He asked the committee if they want to approve the special use permit to forward to the County Board for discussion.

The Petitioner's attorney Judd Lofchie presented past facts to the committee. His client's previous attorney failed to apply for the special use permit and Village of Oswego gave him conflicting information regarding the driveway permit. Mr. Lofchie stated he and his client are working hard to solve these issues. The fines have not been paid due to personal family issues but his client would like to work something out with the County.

Member Gengler made a motion to forward this item to the County Board agenda on Tuesday October 18th, second by Member Vickers.

Roll Call Vote:

Attendee	Status
Matt Kellogg	Yes
Scott Gengler	Yes
Brian DeBolt	Yes
Judy Gilmore	Yes
Scott Gryder	Yes
Amy Cesich	Yes
Elizabeth Flowers	Yes
Robyn Vickers	Yes

With eight members present voting aye, the motion carried by a vote of 8-0.

From Law Justice & Legislation Committee

- *Discussion of Petition 22-01, a Resolution supporting continued Efforts to Resolve Public Safety Concerns with the Safe-T Act – Mr. Koeppel briefed the committee that the Resolution is for the County Board to ask the Governor and the General Assembly to work with public representatives and community stakeholders to make changes to the Act. This is not related to the lawsuit. (Included in their packets.)*

Member Gilmore made a motion to forward this item to the County Board meeting on Tuesday, October 18th second by Member DeBolt. **With eight members present voting aye, the motion carried by a vote of 8-0**

From Economic Development Committee

- *Discussion of CPACE Program* – Mr. Koeppel gave a brief description of the CPACE program with the committee. (Included in their packets.) The committee discussed changes they requested to the contract but nothing could be agreed upon. After a lengthy discussion the committee decided to table the program.

Motion made by Member Kellogg to table the CPACE program indefinitely, second by Member Gengler.

Roll Call Vote:

Attendee	Status
Matt Kellogg	Yes
Scott Gengler	Yes
Brian DeBolt	Yes
Judy Gilmore	Yes
Scott Gryder	Yes
Robyn Vickers	Yes
Amy Cesich	Yes
Elizabeth Flowers	Yes

With eight members present voting aye, the motion carried by a vote of 8-0.

- *Discussion of Chicago Regional Economic Development Organization* – Mr. Koeppel gave a brief overview of this collaboration (included in packets). The proposed annual cost allocation for uncovered budget for Kendall County would be \$11,000 per year for three years. The committee thought this would be a good long term plan but were not sure about the return on investment. Mr. Koeppel said three things would need to be ready before it goes to the County Board meeting. The committee decided to hold off on this for now.

Motion made by Cesich not to commit to the funding for this item, second by Member Flowers. **With eight members present voting aye, the motion carried by a vote of 8-0.**

Old Business – None

Elected Official and Department Head Reports - None

Public Comment – Project Green light

Questions from the Media – None

Chairman's Report – None

Board Action Items -

- Kendall Area Transit 5310 Grant
- Safety Act Resolution
- 1038 Harvey Road - EBZ item

Executive Session - None

Adjournment – Member Cesich made a motion to adjourn the meeting, second by Member Flowers. **With eight members present voting aye, the meeting adjourned at 5:46 p.m.**

Respectfully Submitted,

Sandy Washkowiak
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, November 10, 2022 at 4:00 PM
Meeting Minutes

Call to Order and Pledge of Allegiance - The meeting was called to order at 4:00 p.m. by County Board Chair Scott Gryder who led the Committee in the Pledge of Allegiance to the American Flag.

Roll Call

Board Member	Status	Arrived	Left Meeting
Amy Cesich	present		
Brian DeBolt	here		
Elizabeth Flowers	absent		
Scott Gengler	here		
Judy Gilmour	here		
Scott Gryder	here		
Matt Kellogg	here		
Dan Koukol	here		
Ruben Rodriguez	here		
Robyn Vickers	here		

With nine (9) members present a quorum was established.

Staff Present: Jennifer Karales, Scott Koeppel, Nancy Villa, Attorney Leslie Johnson

Others Present: Dane Mall (Alliant Insurance Services), Ethan Kruger (WSPY)

Approval of Agenda – Motion made by Member DeBolt, second by Rodriquez. **With 9 members present voting aye, the motion carried by a vote of 9 - 0.**

Approval of October 13, 2022 Meeting Minutes – Motion made by Member Gilmour, second by Member DeBolt. **With 9 members present voting aye, the motion carried by a vote of 9 - 0.**

Approval of Claims – Motion made by Member Gilmour, second by Member Gengler. **With 9 members present voting aye, the motion carried by a vote of 9 - 0.**

New Business

1. Discussion and Approval of Worker Compensation, Liability, Property, and Cyber Security Insurance Renewal

- Mr. Dane Mall Account Executive of Alliant presented to the board the property and casualty insurance renewal proposal for 2023. A packet of information was provided to the board members. Primary factors driving market conditions include; excess liability, law enforcement liability, employment –related liability, cyber liability, property claims, and worker’s compensation. County has a favorable renewal, they were successful in

obtaining competitive pricing resulting in a 3 % decrease in total premium cost for property and liability coverage as well as workers comp premium being decreased slightly. Partial closure of jail, has had a big impact on this decrease. Cyber liability insurance continues to be volatile with significant premium increases and coverage limitations. Members were given an opportunity to ask questions regarding the renewal proposal. Overall increase for renewal is .86% in total program premium for renewal price of \$717,303.00.

Motion made by Member DeBolt to forward the Approval of Worker Compensation, Liability, Property, and Cyber Security Insurance Renewal to next County Board meeting on November 15, 2022, second by Member Kellogg. **With 9 members present voting aye, the motion carried by a vote of 9-0.**

2. Discussion and Approval of Lit Communities as Low Bidder for ITB 20221013: Kendall County Broadband Grant Services

- Scott Koeppel stated to the board that after legal review, this was not eligible for a grant service agreement and needed to go out for bid, as this exceeded the \$30,000 threshold. Lit Communities was the only bid received for \$47,500.00. Mr. Koeppel said that contract needs to be drafted it will be ready for the County Board meeting on November 29, 2022.

Motion made by Member Cesich to forward this item to County Board meeting on November 29, 2022, second by Member Koukol. **With 9 members present voting aye, the motion carried by a vote of 9-0.**

3. Discussion and Approval of an Ordinance Approving the Kendall County Fiscal Year 2022-23 Budget and Appropriations

- Mr. Kellogg, Chair of the Finance committee led the discussion on the Ordinance approving the Kendall County Fiscal Year 2022-23 Budget and Appropriations. Mr. Kellogg directed board to the packet with the two options for FY23 Balanced Budget Option (page 16). Option #1 will include CPI, and Option #2 without CPI. In Option #1 CPI is \$1,137,292 and an increase in the 708 Mental Health Levy. Option #2 includes a reduction in contingency, reduction in election funds, and reduction in building funds. Mr. Kellogg has recommended Option #1 to the board, because of the long term health of the county. He stated that there are many unknowns in the future i.e. number of beds needed in jail, inflation, union negotiations, juvenile detention increase with Kane. Members discussed the options and asked questions for clarification on the budget and the use of CPI this year. Board members want Chief Assessor Andy Nicoletti to attend the next County Board meeting to explain how households in the county would be impacted by taking the CPI, Mr. Koeppel will contact him to attend the meeting on November 15, 2022.

Motion made by Member Gengler to amend Option #1 FY23 Budget with the addition of \$759,942 from building fund transfer line item #10 in Option #2 an Ordinance Approving the Kendall County Fiscal Year 2022-23 Budget and Appropriations and forward to next County

Board meeting, second by Member DeBolt. **With 9 members present, with 2 members voting aye, and 7 members voting nay, vote was 2-7 Motion Fails.**

Roll Call Vote:

Attendee	Status
Scott Gryder	no
Matt Kellogg	no
Brian DeBolt	no
Judy Gilmore	no
Scott Gengler	yes
Amy Cesich	yes
Dan Koukol	no
Ruben Rodriguez	no
Robyn Vickers	no

Motion made by Member Kellogg to amend Option #1 FY23 Budget increase 708 Mental Health Levy to \$77,654 and reduce General Fund Contingency by \$30,304 an Ordinance Approving the Kendall County Fiscal Year 2022-23 Budget and Appropriations, second by Member DeBolt. **With 9 members present, 8 members voting aye, and 1 voting nay, vote of 8-1 Motion Carries.**

Roll Call Vote:

Attendee	Status
Scott Gryder	yes
Matt Kellogg	yes
Brian DeBolt	yes
Judy Gilmore	yes
Scott Gengler	no
Amy Cesich	yes
Dan Koukol	yes
Ruben Rodriguez	yes
Robyn Vickers	yes

Chairman Gryder asked for a motion to forward to the County Board Approval of an Ordinance Approving the Kendall County Fiscal Year 2022-23 Budget and Appropriations with amendment - no second, discussion continued.

Scott Koeppel asked the board members if they could make a change for Facilities Director Dan Polvere on the capital expenditures, to move the purchase of a vehicle from public safety sales tax capital to the building fund, because the vehicle maybe used at this campus as opposed to the other campus.

Motion made by Member DeBolt to make this change, dies for a lack of second.

Motion by Member DeBolt to approve and forward the amended motion Option #1 FY23 Budget with increase to 708 Mental Health Levy to \$77,654 and reduce General Fund Contingency by \$30,304 an Ordinance Approving the Kendall County Fiscal Year 2022-23 Budget and Appropriations to the next County Board meeting, second by Kellogg. **With 9 members present, all members voting aye, 9-0 vote the Motion Carries.**

Discussion and questions by board members continued as to CPI and its effect on tax bills and also on salary lines in the budget.

Motion made by Member Gengler, second by Member Cesich to call the question, **with 9 members present, 7 members voting aye, and 2 voting nay, vote of 7-2 Motion Carries.**

Roll Call Vote:

Attendee	Status
Scott Gryder	no
Matt Kellogg	yes
Brian DeBolt	yes
Judy Gilmore	yes
Scott Gengler	yes
Amy Cesich	yes
Dan Koukol	no
Ruben Rodriguez	yes
Robyn Vickers	yes

Roll Call Vote on the original motion:

Attendee	Status
Scott Gryder	yes
Matt Kellogg	yes
Brian DeBolt	yes
Judy Gilmore	yes
Scott Gengler	yes
Amy Cesich	yes
Dan Koukol	yes
Ruben Rodriguez	yes
Robyn Vickers	yes

4. Discussion and Approval of an Ordinance Approving Budget Amendment Number 2 for the Kendall County Fiscal Year 2021-22 Annual Budget and Appropriations

- Scott Koeppel explained that this is an amendment to the current year's budget for clean-up and not related to FY23 budget. Most of the changes are from Health department and the Treasurer's office that occurred throughout the year.

Motion made by Member Kellogg to forward the Approval of an Ordinance Approving Budget Amendment Number 2 for the Kendall County Fiscal Year 2021-22 Annual Budget and Appropriations to the November 15, 2022 County Board meeting, second by Member Vickers. **With 9 members present voting aye, the motion carried by a vote of 9-0.**

Roll Call Vote:

Attendee	Status
Scott Gryder	yes
Matt Kellogg	yes
Brian DeBolt	yes
Judy Gilmore	yes
Scott Gengler	yes
Amy Cesich	yes
Elizabeth Flowers	yes
Dan Koukol	yes
Ruben Rodriguez	yes
Robyn Vickers	yes

5. FY 22-24 ARPA Budget Discussion

- Scott Koeppel updated the board members on the following ARPA projects; these projects have been sent to the States Attorney office with applications to work on the Wolf Crossing project for Oswego and the Boulder Hill Water project for Montgomery. They have been taking calls for requests for additional federal grants and Jennifer has been communicating with the cities on this. Working on the grant projects for the Drainage District for Yorkville and Kendall Township grant project this one is still be worked on and more information will be presented to board at a future meeting. Discussion and questions ensued on the grant projects and the money that has been allocated to each.

Old Business

Discussion and Approval of an Ordinance Amending the County Board Rules of Order Pertaining to Committee Structure

- Scott Koeppel spoke to the board regarding this Ordinance, the proposal was presented to the Committee of the Whole last month, and as instructed by the County Board, Scott Koeppel updated the Board Rules of Order, to reflect the changes taking the committees from nine down to six and adding three liaisons. Scott also did some clean-up of the document as it had not been updated to reflect the changes from per diem to salaries. Additionally, language was removed regarding that each committees report to the Finance Committee, as this has not been a practice of the board. Request from last committee that a member can only chair one committee at a time. Member would like a separate sentence added that the Chairman cannot be a chair of another committee. Scott Koeppel will add this language to the document.

Motion made by Member Kellogg to forward the Approval of Ordinance Amending the County Board Rules of Order Pertaining to Committee Structure with additional language to the November 15, 2022 County Board meeting, second by Member Cesich. **With 9 members present 8 voting aye, 1 voting nay the motion carried by a vote of 8-1.**

Roll Call Vote:

Attendee	Status
Scott Gryder	Yes
Matt Kellogg	Yes
Brian DeBolt	Yes
Judy Gilmore	Yes
Scott Gengler	Yes
Amy Cesich	Yes
Dan Koukol	No
Ruben Rodriguez	Yes
Robyn Vickers	Yes

Elected Official and Department Head Reports - Scott Koeppel informed the board that there will be a Special County Board meeting on November 29, 2022 at 6:00 p.m. There will also be a reorganizational meeting on for new board on December 5, 2022 at 6:00 p.m. for the swearing-in ceremony of the new board members.

Public Comment – none

Questions from the Media – none

Chairman's Report – none

Board Action Items –

- Approval of Property, Liability, Worker Compensation Insurance with ICRMT and Cyber Liability Insurance with Coalition for a total amount of \$717,303
- Approval of Lit Communities as Low Bidder for ITB 20221013: Kendall County Broadband Grant Services
- Approval of an Ordinance Approving the Kendall County Fiscal Year 2022-23 Budget and Appropriations
- Approval of an Ordinance Approving Budget Amendment Number 2 for the Kendall County Fiscal Year 2021-22
- Ordinance Amending the County Board Rules of Order Pertaining to Committee Structure

Executive Session – Member Kellogg made motion, second by Member Rodriguez to go into Executive Session for (2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. Also for (5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be

acquired. Chairman Gryder called for roll call. **With 9 members present voting aye, the motion carried by a vote of 9-0.**

Attendee	Status
Scott Gryder	Yes
Matt Kellogg	Yes
Brian DeBolt	Yes
Judy Gilmore	Yes
Scott Gengler	Yes
Amy Cesich	Yes
Dan Koukol	Yes
Ruben Rodriguez	Yes
Robyn Vickers	Yes

Adjournment – Member Cesich made a motion to adjourn the meeting, second by Member DeBolt. Chairman Gryder asked for a voice vote on the motion. **With 8 members present voting aye, the meeting adjourned at 6:35 p.m.**

Respectfully Submitted,

Sally A. Seeger
Recording Secretary

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT COMMITTEE
Meeting Minutes for Friday, October 28, 2022 at 8:00 a.m.

Call to Order

The meeting was called to order by Committee Chairman Dan Koukol at 8:00 a.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Scott Gryder	Absent		
Matt Kellogg	Absent		
Dan Koukol	Yes		
Robyn Vickers	Here		

Others Present: County Administrator Scott Koeppel

Approval of Agenda – Member Cesich made a motion to approve the agenda, second by Member Vickers. **With three members voting aye, the motion carried by a vote of 3-0.**

Approval of August 26, 2022 Meeting Minutes – Member Cesich made a motion to approve the August 26, 2022 meeting minutes, second by Member Vickers. **With three members voting aye, the motion carried by a vote of 3-0.**

Committee Business

- ***Discussion and approval of the release of lien as collateral for revolving loan fund for Dearborn Cafe*** – Mr. Koeppel briefed the committee on the successful payoff of Dearborn Café's Revolving Fund Loan of \$80,000. Member Cesich motion to approve the release of lien, second by member Vickers. **With three members voting aye, the motion carried by a vote of 3-0.**
- ***Discussion of the Future of the Economic Development Committee*** – Member Cesich briefed the committee on the consolidation of committee meetings.
- ***Discussion of the Village of Minooka Revolving Loan Fund Loan*** – Mr. Koeppel briefed the committee that he has been working with States Attorney's Office on documentation for the loan. It has been sent to the Village of Minooka. Minooka's Bond council will review and get back to Mr. Koeppel with comments and revisions.

Updates and Reports – Member Vickers has concerns in regards with the abundance in buildings being built in the Oswego area.

Chair Koukol mentioned the traffic congestion on Wolf Road.

Mr. Koeppel discussed that the Finance Committee added to the budget one year of the Regional Economic Development Growth Corporation with World Business Chicago. Agreements will be voted on at the County Board meeting.

Items for the County Board – None

Items for the Committee of the Whole Meeting - None

Public Comment – None

Executive Committee – Not Needed

Adjournment – Member Vickers made a motion to adjourn, second by Member Cesich. **With three members present in agreement, the meeting was adjourned at 8:47 a.m.**

Respectfully submitted,
Nancy Villa,
Executive Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, October 27, 2022

Call to Order – Chair Matt Kellogg called the Budget and Finance Committee to order at 5:15 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Brian DeBolt	Yes		
Scott Gengler	Here		
Scott Gryder	Absent		
Matt Kellogg	Here		

Others Present – Latreese Caldwell, Jennifer Karales, Scott Koeppel, States Attorney Eric Weis, Public Defender Jason Majer, Tracy Page

Approval of Agenda - Member DeBolt made a motion to approve the agenda, second by Member Cesich. **With four members present voting aye, the motion carried by a vote of 4-0.**

Approval of September 29, 2022, Minutes and October 13, 2022, Minutes – Member Cesich made a motion to approve the meeting minutes from September 29, 2022, and October 13, 2022, second by Member Gengler. With four members present voting aye, the motion carried by a vote of 4-0.

Approval to Forward Claims – Chair Kellogg made a motion to forward the claims to the County Board for approval. **With four members present voting aye, the motion carried by a vote of 4-0.**

Items of Business

- Fiscal Year 2023 Budget Discussion – Chair Kellogg opened the budget discussion with the committee’s approval of a 3% salary increase for FY23.

States Attorney Eric Weis reported that since his last budget presentation he has lost a second State’s Attorney who went elsewhere for a higher salary. Mr. Weis said compared to other collar county salaries we are at the low end, and he cannot compete with the numbers. His recommendation is to raise the entry level salary for new Assistant States’ Attorneys, and he is concerned if we don’t pay a competitive wage, he will continue to lose good employees.

Public Defender Jason Majer discussed his budget with the committee and has similar concerns as Mr. Weis. He reported under budget because he has very few applicants and has hiring difficulties because of the salary. He said juvenile cases are so high they are considering another afternoon for juvenile cases which leads his juvenile attorneys to work extra cases in addition to working their misdemeanor cases.

The committee asked questions and discussed comparable salaries and stipends. Mr. Kellogg mentioned their salary increase recommendations will be considered and reviewed before the upcoming final budget is approved.

The committee continued to discuss other budget items and fund balances, including whether or not to take the CPI. We will have to have the CPI discussion and show both sides of it.

- *Discussion and Approval of the Addendum to the Intergovernmental Agreement with Kane County for Juvenile Detention* – Information included in the packet was presented. Member Cesich made the motion. Member Gengler made a second. All members voted aye. The motion passed to send the Addendum to the IGA with Kane County for Juvenile Detention to the County Board.
- *Discussion and Approval of Adding Chicago Regional Economic Development Organization Dues to the FY2023 Budget* – Member Cesich made the motion. Member DeBolt made a second. All members voted aye. The motion passed to add 1 year dues for the Chicago Regional Economic Development Organization to the FY23 Budget. Member DeBolt stated, if it helps, we will continue, if it doesn't, we will cut it off.
- *Discussion of FY 2023 Capital Budget* – Member DeBolt mentioned there are various projects going on. He read the capital items budgeted for FY23. The big expenditures are roofs and mechanical systems.
- *FY 22-24 ARPA Budget Discussion* - Tracy Page, Emergency Management Agency presented a request on behalf of Roger Bonuchi, EMA Director asking for ARPA money to upgrade cameras inside and outside the mobile command bus. Costs and other details are presented on page 38 of the packet. Member Cesich suggested using the Public Safety Capital Fund. The committee decided to use ARPA funds. New ARPA requests came in for a \$3M Minooka Water System and, \$300,000 for the City of Sandwich. A Kendall Township water project is under legal review.
- *Discussion of Opioid Settlement* – Money coming in from the opioid settlement will be put in a separate fund that is traceable and trackable for the Federal Government. Administration will provide required federal reporting.

Old Business – none

Department Head and Elected Official Reports – none

Public Comment – none

Questions from the Media – none

Review Board Action Item – Claims, Approval of the Addendum to the Intergovernmental Agreement with Kane County for Juvenile Detention

Adjournment – Member Cesich made a motion to adjourn the Budget and Finance Committee meeting, second by Member DeBolt. **With four members present voting aye, the meeting was adjourned at 7:08 p.m. by a vote of 4-0.**

Respectfully submitted,

Latreese Caldwell, Deputy County Administrator

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, December 29th, 2022

Call to Order – Committee Chair Scott Gengler called the Budget and Finance Committee to order at 4:00 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Scott Gengler	Here		
Brian DeBolt	Here		
Matt Kellogg	Absent		
Seth Wormley	Here		
Jason Peterson	Absent		

Others Present – Jennifer Karales, Scott Koepfel

Approval of Agenda – Member DeBolt made a motion to approve the agenda, second by Member Wormley. **With 3 members present voting aye, the motion carried by a vote of 3 -0.**

Approval of Claims – Member DeBolt made a motion to approve the claims, second by Member Wormley. **With 3 members present voting aye, the motion carried by a vote of 3-0.**

Committee Reports and Updates – None

New Committee Business

- ***FY 22-24 American Rescue Plan Act (ARPA) Budget Discussion*** – Mr. Koepfel discussed the American Rescue Plan Act (ARPA) overview that will be used in FY23-FY24.

Old Committee Business – None

Chairman's Report- Chair Gengler would like to find different revenue sources to help alleviate property taxes.

Public Comment – None

Executive Session – None

Items for the Committee of the Whole- None

Action Items for County Board- Claims

Adjournment – Member DeBolt made a motion to adjourn the Budget and Finance Committee meeting, second by Member Wormley. **With 3 members present voting aye, the meeting was adjourned at 4:23 pm by a vote of 3-0.**

Respectfully submitted,

Nancy Villa
Executive Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
Monday, September 12, 2022
Meeting Minutes

CALL TO ORDER

Vice Chair Judy Gilmour called the meeting to order at 8:30a.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Robyn Vickers	Absent		
Ruben Rodriguez	Here		
Elizabeth Flowers	Here		
Scott Gengler	Absent	8:33 am	
Judy Gilmour	Here		

STAFF PRESENT: Matt Asselmeier, Brian Holdiman, RaeAnn VanGundy, Aaron Rybski, Alyse Olson, Lauren Belville

APPROVAL OF AGENDA – Member Flowers made a motion to approve the agenda, second by Member Rodriguez. **With three members, present in agreement, the motion carried by a vote of 3-0.**

APPROVAL OF MINUTES FROM JULY 11, 2022 – Member Rodriguez made a motion to approve the July 11, 2022 meeting minutes, second by Member Flowers. **With three members, present in agreement, the motion carried by a vote of 3-0.**

STATUS REPORTS

- **Board of Health** – Health Department Executive Director RaeAnn VanGundy stated that the Health Department has a partnership with the Sheriff's Office and they will be presenting Active Shooter Training at the Health Department for Kendall County employees in October. Three sessions are scheduled on three different days.

Illinois' Behavioral Health workforce shortage was discussed. Handouts were provided to committee members. Ms. Van Gundy reported that Illinois is particularly hard hit by the shortage because there are not enough qualified experienced professionals available in Illinois and across the country to meet the increase in resident's needs.

She mentioned Kendall County is competitive with other local agencies with hiring. Currently eight openings are available in the Health Department but after 2nd interviews are completed, four or five openings could be available.

- **Health Department** — Aaron Rybski, Director of Environmental Health briefed the committee on how facilities and businesses who have non-community water supplies and are not on a public supply, such as private wells, are struggling to provide water samplings. There are certain complicating procedures that they have to follow. The Board had asked the Health Department if they would be willing to do research and come up with a program to take over some of the challenging sampling situations for these facilities.

Lauren Belville, Well and Septic Program Coordinator explained that during their research they reached out to water labs and met with the Board of Health. This resulted in a town hall meeting and all the facilities (roughly 34) were invited to come. They also met with the Aurora Water Treatment plant, and they would be willing to do most of the sampling at a low cost at their treatment lab in Aurora.

Three sampling program options were presented to the committee:

Options:

1. Kendall County establishes a new permit with associated fees for all supplies and the Health Department would handle routine sampling, inspections and paperwork etc. – across the board program required for all NCWS facilities
 - Extra fee associated with a positive detect in the water sample results
2. Kendall County establishes an optional program, by which a supply can “opt in”, pay the permit fee and have the Health Department manage their sampling program. Those who “opt out” will be on their own to handle sampling, etc.
 - If a positive sample result is detected, option to pay fee and have KCHD handle the required samples/paperwork following a positive sample OR can opt-out and handle all required samples paperwork themselves
3. Kendall County does not establish a program and does not provide this proposed sampling program. All facilities are on their own to provide samples.

Mr. Rybski asked the committee for direction on which option they would like to pursue. After reviewing the options, the committee recommended option 1. At the town hall meeting, all were in favor of option 1 as well.

The step-by-step process would involve the Health Department notifying the entity for a sample. The samples would then be driven to the Aurora Treatment plant for sampling. The results would be available the next day.

Chair Gilmore suggested to the committee that once the ordinance is established it be sent to State's Attorney's Office for review and then presented to the Board and Committee of the Whole. All committee members were in favor of this process.

- **Kendall County Soil and Water District** – Alyse Olson, Resource Conservationist distributed the Fall newsletter to the committee. She shared an update on the Partners for Conservation program, which is a cost-share program. The Soil and Water district receives funding from the Illinois Department of Agriculture to put toward conservation projects. Landowners who are interested in implementing a conservation project can contact her department for assistance.

This summer these funds helped with the completion of a ceiling project for an abandoned water well, and recently construction was finished for a grass waterway project. Three more are in the works for the fall. A pollinator habitat project will be seeded this winter for a dormant seeding.

Ms. Olson stated the fall sales are coming up and they are offering cover crop seeds for sale by the pound. The fish and tree sales will be September 21th and October 6th at the Conservation District in the parking lot west side of Route 47. The products are passed on to the customer as close to wholesale value as possible. These sales are a way of promoting conservation in the community and not to raise funds for the district.

Ag in the Classroom Update - Ariel Beauchamp, Education Coordinator developed a volunteer presenter program in which she recruited volunteers to help her present lessons in the classroom to reach more students. This quarter the lesson is on pumpkins.

OLD BUSINESS

- ***Discussion of 1539 Collins Road Property Inspection*** – An inspection and search warrant of the property was conducted on August 11th. Code Official Brian Holdiman provided the report and photos of the property to the committee. It was determined that the property meets three conditions of abandonment per the Illinois State statutes. Findings included no working

electricity and heating, the exterior windows are missing, the exterior siding and roof are decapitated, the front door is not accessible and all the railings were removed. It was also determined unsafe to view the second floor or basement. Mr. Holdiman recommended the committee forward this item to the County Board and ask the State's Attorney's Office to go through legal proceedings to declare the property abandoned and seek an abandoned order from the Court. Once this is done, the County would take title/ownership of the property.

Member Genger made a motion to forward the item to the September 15th, 2022 Committee of the Whole meeting for further discussion before sending the request to State's Attorney's Office for approval, second by Member Rodriguez. **With four members present in agreement, the motion carried unanimously.**

NEW BUSINESS – None

CHAIRMAN'S REPORT – No report

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA – None

ACTION ITEMS FOR THE COUNTY BOARD – None

EXECUTIVE SESSION – Not Needed

ADJOURNMENT – Member Flowers made a motion to adjourn the meeting, second by Member Rodriguez. **With four members present in agreement, the motion carried 4-0, and the meeting ended at 9:16 a.m.**

Respectfully Submitted,

Sandy Washkowiak
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee Meeting Minutes
Monday, November 14, 2022

CALL TO ORDER

Chair Robyn Vickers called the meeting to order at 8:30am.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Robyn Vickers	Here		
Ruben Rodriguez	Here		
Elizabeth Flowers	Present		
Scott Gengler	Here		
Judy Gilmour	Here		

STAFF PRESENT: Scott Koepfel, RaeAnn VanGundy, Vivian Ndangoh, Alyse Olson

APPROVAL OF AGENDA – Member Ruben Rodriguez made a motion to approve the agenda, second by Member Elizabeth Flowers. **With five members, present in agreement, the motion carried by a vote of 5-0.**

APPROVAL OF MINUTES FROM September 12, 2022 – Member Judy Gilmour made a motion to approve the September 12, 2022, meeting minutes, second by Member Scott Gengler. **With five members, present in agreement, the motion carried by a vote of 5-0.**

STATUS REPORTS

- **Board of Health** –RaeAnn VanGundy thanked Member Vickers for all her time served as Chair of the H&E Committee and for all her help during mass vaccine clinics.
- **Health Department** — RaeAnn VanGundy introduced Vivian Ndangoh, Community Health Services Lead Communicable Diseases Nurse at the Kendall County Health Department since 2016.

Mrs. Ndangoh presented on three Sexually Transmitted Infections (STI). Chlamydia, Gonorrhea, and Syphilis are the most reported STI's in Illinois and in Kendall County. Clinics that test for STI's are required by law to report all cases to local health departments for contact tracing. Cases in Illinois are reported through INEDs, a state reporting system that tracks all communicable disease cases.

- **Soil and Water** – Alyse shared services on aerial imagery procurement through KC Soil and Water. The agency has slide images going back to 1984. The public can request images for a fee of \$30.

Ms. Olson shared an update on Agriculture in the Classroom. The Soil & Water agency worked with about 60 1st- 4th graders on a fall poster contest. The 1st place winner will receive an agricultural book, \$25 gift card and a fun pencil. The 2nd place winner will receive a certificate and a pencil.

- **Water Related Groups**- None
- **Other Reports**-None

OLD BUSINESS- None

NEW BUSINESS – None

CHAIRMAN’S REPORT – Member Vickers thanked member Gilmour for co-chairing Heath & Environment committee.

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA – None

ACTION ITEMS FOR THE COUNTY BOARD –None

EXECUTIVE SESSION – None

ADJOURNMENT – Member Elizabeth Flowers made a motion to adjourn the meeting, second by Member Ruben Rodriguez. **With Five members present in agreement, the motion carried 5-0, and the meeting ended at 9:10am.**

Respectfully Submitted,
Nancy Villa
Executive Administrative Assistant

COUNTY OF KENDALL, ILLINOIS

Law, Justice and Legislation Committee

Monday, August 22, 2022

Meeting Minutes

Call to Order and Pledge Allegiance – Chair Judy Gilmour called the meeting to order at 3:00 p.m. and led the Pledge of Allegiance.

Roll Call:

Committee Member	Status	Arrived	Left Meeting
Judy Gilmour	Here		
Amy Cesich	Present		
Dan Koukol	Here		
Rubin Rodriguez	Here		
Robin Vickers	Here		

Others Present: EMA Director Roger Bonuchi, Court Services Director Alice Elliott, 1st Assistant State's Attorney Leslie Johnson, Public Defender Jason Majer, Chief Deputy Clerk Lynn Cullick, Sheriff Dwight Baird, Undersheriff Bobby Richardson, Chief Deputy Michael Peters

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

Approval of Minutes – Member Rodriguez made a motion to approve the June 27, 2022 meeting minutes, second by Member Cesich. **With all members present voting aye, the agenda was approved.**

Public Comment – None

STATUS REPORTS

Coroner – Written report provided.

EMA – Written report provided. Director Bonuchi reported EMA is beginning the cycle for training for nuclear exercises which begins in March. Bonuchi reported the pre-drill is in February. This exercise is conducted every two (2) years. Bonuchi stated work on the Emergency Operation Plan which files in May.

Public Defender – Written report provided. Mr. Majer updated on current case load status; stating new files are slightly over the closed files. Majer informed the committee of vacant positions that have been filled.

Circuit Clerk – Written report provided. Chief Deputy Clerk Lynn Cullick informed open vacancies within the department.

Court Services – Written reports provided. Ms. Elliott reported open vacancies within the department. Ms. Elliott presented the process of the department's role in pre-trial.

Chief Judge – Judge Pilmer submitted a statement to the committee stating Friday was the in vesture ceremony for the new associate Judge Carlo Colosimo and Judge McAdams will be the new circuit judge.

Sheriff's Report –

- a. Operations Division – Written report provided.
- b. Corrections Division – Written report provided. Chief Deputy Peters and Sheriff Baird informed the committee on the process of housing and transporting federal inmates. Sheriff Baird stated Kendall County's contract with the Fed's is up for renegotiations in October.
- c. Records Division – Written report provided. Undersheriff Richardson explained the process of how noise ordinance violations are determined.

Old Business

- Discussion and Approval of an Ordinance Regulating Solicitors - Chair Gilmour explained to the committee this is an older ordinance that needs updating. Mr. Koeppel highlighted the changes from the initial ordinance from 1986. Chair Gilmour stated this ordinance only pertains to the unincorporated areas within Kendall County. Member Cesich made a motion to forward the item to the County Board for approval. Second by Member Rodriguez. **With five members present voting aye, the motion passed by a 5-0 vote. This item will be sent to the County Board for further discussion, approval and action.**

New Business - None

Legislative Update – None

Items for the September 6, 2022 Kendall County Board Meeting

- Approval of an Ordinance Regulating Solicitors

Items for the September 8, 2022 Committee of the Whole Meeting - None

Chairman's Report/Comments - None

Public Comment – None

Executive Session – Member Rodriguez made a motion to enter into Executive Session for the purpose of the review of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, 5ILCS 120-2/2, second by Member Cesich.

ROLL CALL VOTE

Member Gilmour – yes, Member Cesich – yes, Member Koukol – yes, Member Rodriguez – yes, Member Vickers – yes. With four members present voting aye, the motion carried, and the committee entered into Executive Session at 3:57 p.m.

The committee reconvened into Open Session at 3:59 p.m.

Adjournment – Member Cesich made a motion to adjourn the meeting, second by Member Rodriguez. **With all members present in agreement, the motion carried the meeting ended at 4:00 p.m.**

Respectfully Submitted,

Christina Wald
Administrative Assistant

ORDINANCE NO. 2023-_____
AMENDING ORDINANCE NO. 99-34

**AN ORDINANCE REGULATING THE RETAIL SALE OF ALCOHOLIC LIQUORS
OUTSIDE THE CORPORATE LIMITS OF ANY CITY, VILLAGE OR
INCORPORATED TOWN IN KENDALL COUNTY, ILLINOIS**

To the end that the health, safety and welfare of the People of Kendall County shall be protected and temperance in the consumption of alcoholic liquors shall be fostered and promoted by sound and careful control and regulation of the sale of alcoholic liquor in Kendall County:

BE IT RESOLVED by the Kendall County Board, State of Illinois that hereafter the sale, keeping for sale, or offering for sale of alcoholic liquors in all of the territory which lies outside of the corporate limits of any City, Village or Town and lying within the corporate limits of said Kendall County, Illinois shall be subject to the following regulations:

ARTICLE I

Section 1: Whenever reference is herein made to the “State Law” it shall mean and refer to an Act of the General Assembly of the State of Illinois, entitle “Liquor Control Act of 1934”, approved January 31, 1934, as amended.

Section 2: Unless the context otherwise required all other words and phrases used herein shall have the same meaning as the same or similar words or phrases defined and used in said Act entitled, “Liquor Control Act of 1934”, approved January 31, 1934, as amended.

**ARTICLE II
LICENSES REQUIRED**

Section 1: No person shall sell, furnish, deliver, solicit or receive orders for, keep or expose for sale at retail, or keep with intent to sell, or furnish any alcoholic liquor for beverage purposes for sale at retail in any of the territory lying outside of the corporate limits of any City, Village or Town lying within the corporate limits of said County of Kendall, State of Illinois without first having a valid license issued by the Liquor Control Commissioner of Kendall County, as hereinafter provided and a valid license issued by the Illinois Liquor Control Commissioner.

**ARTICLE III
LICENSE CLASSIFICATION**

Section 1: The classification of licenses authorized to be issued under this Ordinance shall be as follows:

a) Class “A” License which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor for consumption on the premises and retail sales of alcoholic liquors by original package for consumption off the premises.

b) Class “B” License which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor for consumption on the premises, and the retail sale of package beer only to members of the licensee. Class “B” licenses shall be issued only to Clubs as defined in “Liquor Control Act of 1934”, approved January 31st, 1934, as amended, and as provided in this Ordinance, as amended.

c) Class “C” License which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor by original package for consumption off the premises.

d) Class “D” License which shall authorize the retail sale, on the premises specified, of beer and wine by original package for consumption off the premises.

e) Class “E” License which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor for consumption on the premises requiring service, thereof, at tables in conjunction with the primary function of serving food to the public in said premises.

f) Class “F” License which shall authorize the retail sale, on the premises specified, of beer and wine for consumption on the premises, requiring service, thereof, at the tables in conjunction with the primary function of serving food to the public in said premises.

g) Class “G” Licenses which authorize the retail sales on the premises specified of beer and wine only for a limited time, which shall be identified on the license as valid for either 24, 48, or 72 hours by such not for profit corporations or organizations which provide adequate proof to the Commissioner of the following:

1. Continuous existence in the community for a period of 5 years preceding the application.
2. Internal Revenue reports or such other information as requested by the Commissioner to verify the not for profit status of the corporation or organization.

Such licenses when issued shall be issued within 7 days of its authorized commencement date, and shall automatically expire 24-48-72 hours thereafter as noted on the license. A not for profit corporation or organization shall not receive more than four (4) Class “G” licenses during a 12 month period. For purposes of this subsection, the 12 month period shall begin on January 1 and end on December 31 of each calendar year. (Amended 5/18/2010)

Applicants for a Class “G” License must file the application for said license no less than 30 days prior to the anticipated effective date of said license. Despite the provisions of this Ordinance, no public hearing shall be required prior to the issuance of a Class “G” License.

h) Class “H” Licenses which authorize the retail sale, on the premises specified, of beer and wine only for consumption on the premises and retail sales of beer and wine only by original package for consumption off the premises.

i) Class “I” Licenses which shall authorize the retail sale of alcoholic liquor within the County by a “caterer” as defined in the Liquor Control Act of 1934 as amended on the premises owned by the Kendall County Forest Preserve District commonly known as “Ellis House”, “Ken Pickerill Estate House and Grounds”, and the “Meadowhawk Lodge” for consumption within 250 feet of the “Ellis House”, “Ken Pickerill Estate House and Grounds”, and the “Meadowhawk Lodge” buildings owned by the Forest Preserve District during times when food is dispensed for consumption within 250 feet of the building from which food is dispensed and only as an incidental part of food service that serves prepared meals, which excludes the serving of snacks as the primary meal for private and public functions. Liquor shall not be served nor shall it be consumed inside horse stables of these Forest Preserve District properties. Licensee shall provide proof of general and liquor liability insurance which shall name the Kendall County Forest Preserve District as an additional insured. Sale of alcoholic liquor to the licensee shall only be made at the registered office of the licensee. A Class “I” License shall authorize the holder to engage in the retail sale of alcoholic liquor as described above at “Ellis House”, “Ken Pickerill Estate House and Grounds”, and the “Meadowhawk Lodge” without the need to apply for separate licenses.

All those already holding a Class “I” license at the time of the enactment of this 2012 revision shall automatically have the right to utilize the license at “Ellis House”, “Ken Pickerill Estate House and Grounds”, and the “Meadowhawk Lodge”, in the same manner as if they were obtaining the license after the revision date. Further, All Class “I” licenses currently held at the time of the 2012 revision shall expire at the current expiration date displayed on such licenses and thereafter have to be renewed as set forth in this Ordinance.

j) Class “J” Licenses which authorize the retail sales on the premises specified of all kinds of legalized alcoholic liquor by such not for profit corporations or organizations which provide adequate proof to the Commissioner of the following:

1. Continuous existence in the community for a period of 5 years preceding the application.
2. Internal Revenue reports or such other information as requested by the Commissioner to verify the not for profit status of the corporation of organization.

Such license shall limit the number of days all kinds of legalized alcoholic liquor may be sold on the premises to 75 calendar days each calendar year. For purposes of this subsection, the calendar year shall begin on January 1 and end on December 31 of that same year. The Licensee shall submit a list of each day the liquor license was used and nature of event to the Liquor Control Commissioner 30 days after the end of the calendar year.

k) Class “K” License which shall authorize the retail sale, on the premises specified, of all kinds of alcoholic liquor for Craft Brewers/Craft Distillers, when such liquor has been manufactured on the premises, for consumption on the premises and shall authorize the retail sale of all kinds of alcoholic liquor, when such liquor has been manufactured on the premises, for consumption off the premises. Class "K" licensees may conduct limited beer and liquor tasting activities on the premises.

A Craft Distiller under this license shall be allowed to manufacture of up to 15,000 gallons of spirits by distillation per year and a Craft Brewer may only manufacture up to 465,000 gallons of beer per year. These amounts may be increased/reduced pursuant to amendment of the State Liquor Control Act of 1934.

The Class “K” License does not permit the retail sale, either for consumption on the premises or off the premises, of any alcoholic liquor that has been purchased at wholesale nor does the Class “K” License permit the retail sale, either for consumption on the premises or off the premises, of any alcoholic liquor that has been manufactured off the premises.

Section 2: All licenses shall be signed by the Liquor Control Commissioner of Kendall County, and shall thereon the class or classification for which issued, and shall state thereon the name of the licensee, the address and description of the premises for which granted, together with the date of issuance and expiration thereof. Every renewed license shall be in all respects identical with the original or first license.

Section 3: A retailer’s license shall allow the licensee to sell and offer for sale at retail, on the premises specified in such license, alcoholic liquor for use or consumption, but not for resale.

Section 4: All licenses issued hereunder are limited in use to the premises specified in said licenses and upon cessation in possession thereof, by the licensee, said license shall immediately be rendered null and void.

ARTICLE IV LICENSE FEES

Section 1: The annual license fees for each of the classes of licenses authorized by this Ordinance to be issued are hereby fixed in the following amounts:

Class “A”	\$2,000.00
Class “B”	\$ 300.00
Class “C”	\$2,000.00
Class “D”	\$2,000.00
Class “E”	\$2,000.00
Class “F”	\$1,300.00
Class “G”	\$ 100.00

Class "H"	\$2,000.00
Class "I"	\$ 100.00
Class "J"	\$ 300.00
Class "K"	\$2,000.00

Section 2: Unless otherwise provided herein, all licenses issued hereunder shall be valid for a period of one (1) year from the date of issuance. No refunds shall be made for cancelled or surrendered licenses, nor shall any license issued hereunder be transferred, except as provided by the provisions of this Ordinance, or the Liquor Control Act of 1934, as amended.

Section 3: On application for a license hereunder, the applicant shall deposit with the Liquor Control Commissioner of Kendall County at the time he submits his application for a license hereunder, the fee as is in this Ordinance provided. This shall be by certified check, bank draft or money order made payable to the Liquor Control Commissioner of Kendall County.

ARTICLE V NUMBER OF LICENSES

Section 1: At the date of the adoption of this Ordinance, the maximum number of licenses for retail sale of alcoholic beverage is as follows:

Class "A" – 6	Class "F" – 0	Class "K" - 1
Class "B" – 3	Class "G" – No more than 4 during a 12 month period per	
qualified organization as outlined in Art. III Sec. 1(g).		
Class "C" – 2	Class "H" – 1	
Class "D" – 2	Class "I" – 10	
Class "E" – 0	Class "J" – 1	

In the event any license issued hereunder is surrendered, for any reason whatsoever, the maximum number of licenses authorized in that class is accordingly reduced by the number of licenses surrendered. No further licenses may be issued until action of the Kendall County Board appropriately increases the maximum number allowed.

ARTICLE VI APPLICATION FOR LICENSES AND RENEWALS

Section 1: Forms of application for a license under this Ordinance shall be furnished by the Liquor Control Commissioner of Kendall County, and applicants for a license under this Ordinance shall secure the necessary forms from said Liquor Control Commissioner and such application or applications shall be in writing and under oath and shall be filed with the Liquor Control Commissioner of Kendall County and shall contain the following information, viz:

- a) The names, date of birth, and address of residence of the applicant or any agent or manager who conducts the business in the case of an individual; in the case of a co-partnership, the names of all partners together with their ages and addresses; and in the case of a corporation or club, the corporate name, the date of incorporation, place of incorporation, the object for which the corporation was organized, the names and addresses of the officers and directors thereof; the name, age and address of any officer, manager, director or any stockholder of said corporation owning more than 5% of the stock in the said corporation and the exact percentage of stock so owned
- b) The citizenship of the applicant or any agent or manager who conducts the business, his place of birth and if naturalized citizen, the time and place of his naturalization.
- c) The location and description of the place of business where the applicant intends to conduct his business which shall include the legal description and mailing address thereof.
- d) Statement whether applicant or any agent or manager who conducts the business has made similar application for a similar other license on premises other than that described in his application and the disposition of such application.
- e) A statement whether applicant or any agent or manager who conducts the business has made any other application for liquor license in any other County in the State of Illinois, and if so, the disposition of such application.
- f) A statement whether a previous license by any state or subdivision thereof or by the Federal Government has been revoked and if so the reason therefore.
- g) A statement that the applicant or any agent or manager who conducts the business will not violate any of the laws of the State of Illinois or of the United States or of the laws or regulations set forth in this Ordinance in the conduct of his business.
- h) A statement that he has not received or borrowed money or anything of value and that he will not receive or borrow money or anything of value other than merchandising credit in the ordinary course of business for a period not to exceed thirty days as expressly permitted under 235 ILCS 5/6-5, directly or indirectly from any manufacturer, importing distributor or distributors, representatives of any such manufacturer, importing distributor or distributors nor to be a party in any way, directly or indirectly, to any violation by a manufacturer, distributor or importing distributor as set forth in 235 ILCS 5/6-5.
- i) If such application is made on behalf of a partnership, firm, association, club or corporation then the same shall be signed and sworn to be at least two members of such partnership or the President and Secretary of any such corporation. In the event that the applicant seeks a Class “B”, “G” or “J” license, the applicant shall provide, at the time of application for the original license and any renewal thereof, written current verification the tax-exempt status of the applicant, a copy of the applicant’s application for tax exempt status filed with the Internal Revenue Service, and the most recently filed tax return filed by the applicant. An applicant for a Class “B”, “G”, or “J” license which is itself not a tax-

exempt organization may still qualify for a Class “B”, “G”, or “J” license if it proves, to the reasonable satisfaction of the Kendall County Liquor Commissioner, that the applicant is wholly owned by a tax-exempt organization which meets the qualifications for a Class “B”, “G” or “J” license.

j) A statement that said applicant or any co-partner, except in the case of a club or corporation, is a resident of the County of Kendall stating the date the applicant acquired residence in the County of Kendall.

k) A statement as to whether or not the applicant, or in the event that the applicant is a partnership or corporation, any entity in which the applicant currently or previously held a 5% or more interest, has any unpaid fines in any court of the State of Illinois, for any violation of any law.

l) A statement that the applicant, or any agent or any manager who conducts the business is qualified to receive a license under the laws of the State of Illinois and that he will not violate nor permit any of his employees to violate any of the laws of the State of Illinois or of the United States or of this Ordinance in the conduct of his business and shall also state the name and address of the agent or manager in charge of any licensed premises if there be one.

m) A statement whether or not the proposed place of business is with 100 feet of any church, school (other than an institution of higher learning), hospital, home for aged or indigent persons or for veterans, their wives, or children or any military or naval station.

n) A statement as to whether or not the proposed location is within one-half mile of the territorial limits of any city, village or incorporated town in Kendall County.

o) If applicant does not own the premises for which a license is sought he shall exhibit a true copy of the lease for said premises for the full period for which the license is to be issued. Applicant shall also submit with his application the type of bond he proposed to furnish as is hereinafter required if granted a license.

p) A statement that no law enforcing public official, mayor, alderman, member of a city council or commission, president of a village board of trustees, or president or member of a county board has any interest in any way, directly or indirectly, in the operation of the business for which the license is sought.

q) A statement that the applicant is the beneficial owner of the business to be operated by the license.

r) A statement that the applicant, any partner, if a co-partnership, any officer, manager, director or shareholder, owning 5% or more of the stock in said corporation, has not:

1. Been convicted of:

- a) a felony under any State or Federal laws:
- b) keeping a house of ill fame:
- c) pandering or other crime or misdemeanor opposed to decency and morality;
- d) violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, subsequent to Jan. 31, 1934 or has forfeited his bond to appear in court to answer for any such violation;
- e) gambling offense as prescribed by any subsection of Section 28 of the Illinois Criminal code of 1961, as amended.

- 2. had a license issued under the Dram Shop Act revoked for cause;
- 3. been issued a federal gaming device stamp or a federal wagering stamp by the Federal Government for the current tax period.

s) Statement that the premises in which the license is to be used has not had a federal gaming device stamp or a federal wagering stamp issued for the current tax period.

t) Statement if the applicant is a corporation, that no officer, manager, director of stockholder owning more than 20% of the stock in the corporation has been issued a federal gaming stamp or a federal wagering stamp for the current tax period.

u) In the event that any of the information required to be provided pursuant to this Article should change during the duration of the said license, the Licensee shall notify the Commissioner of such change as soon as practicable, but in any event no later than 72 hours after the said change takes effect.

v) In the event that the premises for which the license is proposed to be issued is licensed by any state or local health department, proof of said valid license and current health inspection results shall be provided at the time of application. In the event that said licensure by the local or state health department should lapse or terminate for any reason, the licensee shall immediately notify the Commissioner of the same, and in no event shall said notice be delayed form more than 24 hours.

Section 2: All applications to the Liquor Control Commission shall be filed in duplicate in the Office of The County Clerk of Kendall County (amended January, 2018), Illinois and shall be accompanied by the full amount of the license fee required to be paid for the class of license applied for. All checks or money orders shall be made payable to the Liquor Control Commissioner of Kendall County, Illinois.

Section 3: At the time of the filing of any application for a license under this Ordinance, except Class “G” Licenses, the applicant shall file a Notice of Intent to Seek Liquor License, on a form to be provided to the applicant by the Commissioner, which Notice shall be published, in a paper of general circulation in Kendall County, at least once, and which Notice shall contain the date, time and location of the public hearing required prior to the issuance of said license. Said publication shall take place no less than 7, or more than 15 days prior to the date of the scheduled public hearing required by the terms of this Ordinance. Said publication cost shall be paid by the applicant.

Section 4: Every renewal license shall be in all respects identical with the original or first license and applications for renewal licenses shall be made in the same manner except that a statement shall be endorsed on the face of the renewal application that such application is for renewal and the hearing process shall be excused upon such renewal application. (amended May, 2006) Submittal of renewal applications must be received in the office of The County Clerk (amended January, 2018) no less than 30 days prior to the expiration of the license. Failure to meet submittal deadlines could result in a lapse of liquor license, failure to renew the liquor license and/or a fine pursuant to statute.

Section 5: Prior to the determination to grant or deny the issuance of any new license, or the determination as to whether to permit the transfer of a license to a different location, except Class “G” Licenses, a public hearing shall be held by the Commissioner, at a date, time and location as identified by the Commissioner. Public notice of said hearing shall be given by means of the publication required in Section 3 herein. The applicant shall also give notice of said public hearing by mailing a copy of said Notice to the owners of all property located within 250 feet of the subject premises, which notice shall be mailed certified mail, return receipt requested. At the time of said hearing, the applicant shall provide proof of the mailing of said notices to the Commissioner, as well as a listing of all persons so notified. For the purposes of this paragraph, the mailing of a notice to the individual receiving the current real estate tax bill, as shown by the records of the Kendall County Supervisor of Assessments shall constitute notice to the “owner” of each premises.

Section 6: The Liquor Control Commissioner of Kendall County shall grant or refuse to grant the application within forty-five days after the required public hearing has been held, and all required documentation has been received by the Commissioner, including any required background or fingerprint checks. The costs of any required background check, including fingerprint checks, shall be paid by the applicant.

Section 7: All original or renewal applications for liquor licenses shall be accompanied with proof of completion of a state certified beverage alcohol sellers and servers education and training (BASSET) program for all personas who sell or serve alcoholic liquor, all management personnel working on the premises, and anyone whose job description entails the checking of identification for the purchase of alcoholic liquor, pursuant to that license. Class “G”, “I” or “J” licensees must have a BASSET trained person on the premises during an event. Class “G” or “I” licensees must provide the name and proof of BASSET training for that person when applying for a Class “G” or “I” license.

Section 8: A “state certified BASSET program” shall be defined as a BASSET program licensed by the State of Illinois Liquor Commission as required by 235 ILCS 5/3-12(11.1). All licensed BASSET providers shall be required to have on file all licenses and certificates to prove current qualifications and provide a certificate of course completion and a card to participants as proof of completion. A photocopy of certificates of completion for all owners, managers, employees, or agents required to have BASSET training shall be maintained on the premises in a manner that will allow inspection, upon demand, by any designee of both the State of Illinois or County of Kendall.

Section 9: Any new owner, manager, employee or agent requiring BASSET training, shall within ninety (90) days from the beginning of their employment with that licensee, complete an Illinois Liquor Control Commission BASSET approved seller/server training program and shall until completion of the BASSET program work under the supervision of a person who has completed BASSET training.

ARTICLE VII LICENSE PROHIBITIONS

Section 1: No license under this Ordinance shall be issued to:

- a) a person who is not a resident of the County of Kendall;
- b) a person who is not a good character and reputation in the community in which he resides;
- c) a person who is not a citizen of the United States;
- d) a person who has been convicted of a felony under any Federal or State law, unless the State Liquor Control Commission, after investigation, determines that said applicant has been sufficiently rehabilitated to warrant public trusts;
- e) a person who has been convicted of being the keeper of, or is keeping a house of ill fame;
- f) a person who has been convicted of pandering or other crime or misdemeanor opposed to decency or morality;
- g) a person who license issued under this Ordinance, or any prior similar Ordinance of Kendall County, has been revoked for cause;
- h) a person who at the time of application for renewal of a license issued hereunder would not be eligible for such license upon a first application;
- i) a partnership, unless all of the members of such partnership shall be qualified to obtain a license, except that only one of the partners shall be required to meet the residency requirement imposed by this ordinance;

- j) a corporation, of any officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation would not be eligible to receive a license hereunder for any reason other than citizenship and residence with the County of Kendall;
- k) a corporation, unless it is incorporated in Illinois, or unless it is a foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois;
- l) a person who has been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, or shall have forfeited his bond to appear in court to answer charges for any such violation;
- m) a person who does not beneficially own the premises for which a license is sought or does not have a lease thereon for the full period for which the license is to be issued;
- n) any law enforcing public official, any mayor, alderman or member of a city council or commission, any president of the village board of trustees, any member of a village board of trustees or any presiding officer or member of a County Board; and no such official shall be interested in any way either directly or indirectly in the manufacture, sale or distribution of alcoholic liquor, pursuant to any license issued under this Ordinance;
- o) any person who is not a beneficial owner of the business to be operated by the licensee;
- p) any person to who a Federal gaming device stamp or a Federal wagering stamp has been issued by the Federal Government for the current tax period;
- q) a co-partnership to which a Federal gaming device stamp or a Federal wagering stamp has been issued by the Federal Government for the current tax period or if any of the partners have been issued a Federal gaming device stamp or Federal wagering stamp by the Government for the Current tax period;
- r) a corporation, if any officer or manager or director thereof or any stockholder owning on the aggregate more than twenty (20) percent of the stock of such corporation has been issued a Federal gaming device stamp or a Federal wagering stamp;
- s) any premises for which a Federal gaming device stamp or a Federal wagering stamp has been issued by the Federal Government for the current tax period;
- t) any person who has not furnished a bond as is required by this Ordinance;

- u) a person who has been convicted of a gambling offense as prescribed by any subsection of Section 28 of the Illinois Criminal Code of 1961.

Section 2: No license shall be issued for the sale at retail of any alcoholic liquor within one hundred (100) feet of any church, school (other than an institution of higher learning), hospital, home for aged or indigent persons or for veterans, their wives or children, or any military or naval station; provided, that this prohibition shall not apply to the renewal of a license for the sale at retail of alcoholic liquor on the premises within one hundred (100) feet of any church where such church has been established within such a one hundred (100) feet since the issuance of the original license.

Section 3: No license shall be issued to any person for the sale at retail of any alcoholic liquor at any store or other place of business where the majority of customers are minors of school age, or where the principal business transacted consists of school books, school supplies, food and drinks for such minors.

ARTICLE VIII BOND AND INSURANCE REQUIREMENTS

Section 1: Every licensee hereunder shall furnish a bond to the County of Kendall executed by such licensee and by good and sufficient corporate surety to be approved by the Local Liquor Control Commissioner, which bond shall be in the same amount as the License Fee imposed for the issuance of said license as identified in Article IV herein, and conditioned that the licensee shall faithfully observe and conform to the State law and to all of the provisions of this Ordinance and any and all amendments hereafter passed during the period of said license, and conditioned further for the payment of any and all fines or penalties levied or assessed against such licensee for the violation of any of the terms and conditions of this Ordinance and of any amendments thereto or of the State law and shall be further conditioned that the licensee will pay all the necessary costs and charges incurred by reason of any complaint filed for the revocation of a license herein by the Local Liquor Control Commissioner or by anyone person entitle to file such complaints before the Local Liquor Control Commissioner, as provided for in this Ordinance where the same is occasioned by any violation under the terms and provisions of this Ordinance or of the State law by said licensee, and no license shall be issued by the Local Liquor Control Commissioner until such bond has been fully executed by the principal and surety or sureties and duly approved by such Local Liquor Control Commissioner. The amount of bond required for a Class “G”, “I” or “J” License shall be a minimum of \$500.00.

Section 2: No license shall issue, nor be renewed, to any applicant unable to furnish evidence of dram shop liability insurance, in the form of a certificate of insurance, issued by an insurance company that is authorized to do business in the State of Illinois, insuring the applicant, and the owner or lessor of the premises in at least the amount of \$500,000 per occurrence.

ARTICLE IX HOURS OF PROHIBITED SALE

Section 1: No licensee hereunder, with the exception of Class A licensees and Class B licensees, shall sell or offer for sale at retail any alcoholic liquor or furnish or give away or allow or permit the same to be consumed on the licensed premises or any other premises under the control directly or indirectly of the licensee during the following hours:

a) One o'clock A.M. and Six o'clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every day from Monday to Saturday of every week.

b) One o'clock A.M. and Ten o'clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every Sunday.

Section 2: No Class A licensee or Class B licensee shall sell or offer for sale at retail any alcoholic liquor or furnish or give away or allow or permit the same to be consumed on the licensed premises or any other premises under the control directly or indirectly of the licensee during the following hours:

a) One o'clock A.M. and Six o'clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every day from Monday to Friday of every week.

b) Two o'clock A.M. and Six o'clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every Saturday.

c) Two o'clock A.M. and Ten o'clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every Sunday.

d) Two o'clock A.M. and Six o'clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every holiday of Memorial Day, Fourth of July, Labor Day, Thanksgiving, and New Year's Day. If the Fourth of July or New Year's Day occur on a Sunday in any given calendar year, the hours of prohibited sale shall be between Two o'clock A.M. and Ten o'clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, for that particular occurrence.

Section 3: The local Liquor Control Commissioner may on special occasions extend the time during which a licensee may remain open. Said extensions shall be at the sole discretion of the local Commissioner.

ARTICLE X GENERAL REGULATIONS

Section 1: It shall be unlawful for licensee hereunder to directly or indirectly receive any financial aid or assistance or to receive as a loan or lease of otherwise any furnishing, fixture, or equipment on the premises of a place of business from any manufacturer,

distributor or importing distributor of alcoholic liquors and it shall be equally unlawful for any such licensee to allow any manufacturer, distributor or importing distributor or alcoholic liquors, directly or indirectly, to be interested in the ownership, conduct or operation of the business of any licensee under this Ordinance, and it shall be, also equally unlawful for any licensee hereunder to permit or allow any manufacturer, distributor or importing distributor to be interested directly or indirectly or as owner or part owner of said premises described in the license or as lessee or lessor thereof.

Section 2: It shall be unlawful for any licensee hereunder to allow or permit any person engaged in the business of manufacturing importing or distributing alcoholic liquors to pay for or advance, furnish, or lend money, directly or indirectly, for the payment of such license.

Section 3: It is unlawful for any person including but not limited to any licensee or any associate, member, representative, agent, or employee of such licensee to sell, give, deliver or serve any alcoholic beverage to any person under the age of 21 years or to any intoxicated person or to any person known to be a spendthrift, insane, mentally ill, mentally deficient or a habitual drunkard.

Section 4: It shall be unlawful for any person under the age of 21 years to purchase, accept or procure or to attempt to purchase accept or procure any alcoholic beverage from any liquor dealer or from any other person.

Section 5: It shall be unlawful for any person to order, to purchase or in any manner to obtain any alcoholic beverage for another person under the age of 21 years. It shall be illegal for any person to sell, give or deliver any alcoholic liquor to another person under the age of 21 years. It shall be illegal for any person to directly or indirectly have any alcoholic beverage sold, given or delivered to another person less than 21 years of age or to permit the sale, gift or delivery of any alcoholic beverage to another person less than 21 years of age.

Section 6: It shall be unlawful for any person to who the sale, gift, delivery or service of any alcoholic liquor is prohibited because of age to consume or to possess in any manner, including by consumption, any such alcoholic liquor, except as otherwise provided by law. The violation referred to in this Section which relates to the possession of alcohol after it has been consumed may be identified as the “Illegal Possession of Alcohol by Consumption” or by the number of the Chapter and Section of this Ordinance. This violation may be proven by evidence which indicates that the breath of the person charged with such offense has a smell associated generally or specifically with any alcoholic liquor and no additional evidence relating thereto shall be necessary to find the Defendant to be in violation of this Ordinance. It shall not be necessary to show that the person charged with an offense hereunder was at the time in question under the influence of any alcoholic liquor in any manner, but such evidence shall be admissible to prove a violation of this Ordinance.

The possession and dispensing or consumption by a person under the age of 21 years of an alcoholic beverage in the performance of a religious service or ceremony or the consumption of alcoholic liquor by a person under the age of 21 years under the direct supervision and direct approval of the parents or parent of such person in the privacy of a home is not prohibited by the Ordinance, and this provision shall be considered only as a defense for which the burden of proving that it applies to and was reasonably relied upon in a particular case shall be on the person charged with an offense under this Section.

Section 7: It shall be unlawful for any intoxicated persons or any person under the age of 21 years to be or remain in any premises which are licensed hereunder except that any person under the age of 21 years may be or remain on the premises:

- 1) If accompanied by his or her parents(s) or legally appointed guardian; or
- 2) If more than 50% of the gross business income received therein results from the sale of services or commodities other than alcoholic liquor; or
- 3) If legally employed by the license holder of the premises and if the person is actively performing his/her duties as a legal employee at the time in question. Employees of the licensee under age 21 shall not draw, mix, pour, nor sell alcoholic beverages, but may carry and deliver said beverages to the patron for consumption.
- 4) If the premises has a Class “G”, “I”, or “J” license pursuant to this ordinance.

Section 8: The Defendant/Respondent in any court or administrative hearing shall have the burden of proving as a defense that subparagraphs (1), (2), or (3) of the preceding Section 7 apply to the case and the prosecutor shall have no responsibility to prove that any of said exceptions do not apply herein.

Section 9: If a licensee or any officer, associate member, representative, agent or employee of such licensee believes or has any reason whatsoever to suspect or believe that the sale, gift, delivery or service to a prospective recipient of any alcoholic liquor is prohibited by this Ordinance because of the age of such person, he/she shall demand written evidence, and may not rely on oral evidence, of the prospective recipient’s age and identity before making such sale, gift, delivery or service.

Any person from whom such written evidence is demanded shall forthwith display his/her motor vehicle operator’s license, federal selective service card, federal armed forces identification card or other written and photographic evidence of age and identity issued by a public officer in the performance of his official duties.

If any person fails to present such written evidence, he/she shall be considered to be an under age person who is not entitled to any such alcoholic liquor. However, if such written and photographic evidence of age and identity is produced and shows the prospective

recipient to be of the age required to purchase such alcoholic liquor and if such a sale, gift, delivery or service of alcoholic liquor is made in reasonable reliance thereon, the licensee and his representatives shall not be subject to the penalty provision of this Ordinance.

The burden of proving that a demand of written and photographic evidence of the age and identity was made, that such written and photographic evidence was shown, the content of the written photographic evidence presented, and the reasonableness of the reliance thereon shall be on the person charged with an offense under this Ordinance.

Section 10: It shall be unlawful for any person whomsoever to present or offer to any licensee or to any officer, associate, member, representative, agent, or employee of a licensee or to any other person any written, printed or photo static evidence of his/her age and identity or that of any other person which is false or fraudulent, for the purpose of ordering, purchasing, attempting to purchase, or otherwise procuring or attempting to procure any alcoholic liquor of any kind or description in violation of this Ordinance, or to have in his/her possession any false or fraudulent written, printed or photo static evidence of age and identity.

Section 11: No person shall sell or furnish alcoholic liquor at retail to any person on credit, or order on a store, or in exchange for any goods, wares or merchandise, or in payment for any services rendered, provided, that nothing herein contained shall be construed to prevent any club receiving a license under this Ordinance, from permitting checks or statement for alcoholic liquor to be signed by members or bona fide guests of members and charged to the account of such members or guests in accordance with the by-laws of said club; and provided further, that nothing herein contained shall be construed to prevent any hotel from permitting checks or statement for liquor to be signed by regular guests residing at said hotel and charged to the accounts of said guests.

Section 12: It shall be unlawful for any licensee to sell, offer for sale or furnish any alcoholic liquor to any person or persons or patron or patrons in what is generally known as curb service. Free dispensing of alcoholic liquor by any licensee is hereby prohibited and unlawful.

Section 13: It shall be unlawful to keep open for business or to admit the public or patrons or customers or persons to any premises licensed under this Ordinance for the retail sale of alcoholic liquor during the hours within which sale of such liquor is prohibited, or to permit or allow person, patrons, or customers to remain in or about the licensed premises during the hours designated within which the sale and consumption of alcoholic liquors is prohibited on the licensed premises; provided however, that restaurants, clubs, drug stores and hotels may keep their places of business open, subject only to the provisions that no sale at retail of alcoholic liquors or the consumption by patrons or customers or by the public of alcoholic liquors shall be permitted or allowed on said licensed premises during the hours prohibited.

Section 14: Whenever any licensee hereunder shall sell or otherwise dispose of the business conducted on the licensed premises, said licensee shall, with 5 days thereafter,

cause a notice in writing of such fact to be delivered to the Local Liquor Control Commissioner of said Kendall County. Said statement shall contain full information concerning the same, including the date of such date or disposal of said business and the name of the purchaser, if any. Upon the occurrence of any of the foregoing the license issued hereunder shall be surrendered to the Liquor Control Commission, providing that the Liquor Control Commissioner in his discretion may permit the licensee to maintain said license upon the following circumstances, viz: remodeling, casualty act of God or other business interruption deemed by the Commissioner to be beyond the control of the licensee. The commissioner is further authorized to approve assignment of said license to a qualifying purchaser. Failure on the part of the licensee to comply with the provisions of this shall subject said licensee to a fine of not less than One Hundred Dollars (\$100.00) and not more than Five Hundred Dollars (\$500.00) or by imprisonment in the County Jail for not less than Thirty (30) days nor more than four (4) months and such penalties as herein provided in this Section shall be in addition to any such penalties mentioned in this Ordinance for violation of any of the term and provisions thereof.

Section 15: It shall be the duty of every person licensed hereunder to keep complete and accurate records of all sales of liquor, wine or beer, which said records shall be produced by the person holding such a license at the request of the Local Liquor Control Commissioner.

Section 16: All premises and equipment and utensils or paraphernalia used for the retail sales of alcoholic liquor, or for the storage of such liquor for sale purposes, shall be kept in a clean and sanitary condition and shall have running water at any service bar for the purpose of washing and cleaning dishes and glasses and other utensils used in and about the serving of alcoholic liquors, and every licensee hereunder shall install and maintain clean and sanitary toilets or toilet rooms for both sexes and shall keep the licensed premises in full compliance with the State law regulating the conditions of premises used for the storage or sale of food for human consumption. The provisions of this paragraph may be modified by the Commissioner as deemed appropriate by the Commissioner for Class “G” and “J” Licenses.

Section 17: It shall be unlawful to employ in any premises used for the retail sale of alcoholic liquor any person who is afflicted with, or who is a carrier of, any contagious, infectious or venereal disease, and it shall be unlawful for any person who is afflicted with or a carrier of any such disease to work in or about any premises or to engage in any way in the handling, preparation or distribution of such liquor.

Section 18: It shall be unlawful for any licensee hereunder to permit or allow any lewd persons or any prostitutes to remain in and about any licensed premises or to allow or permit any soliciting to prostitution or lewdness, idleness, gaming, gambling, fornication or other misbehavior to be conducted on said licensed premises, or to permit or allow any slot machines or other devices used for gambling purposes, to be or to remain in or on or about the licensed premises, with the exception of those properly licensed locations and video gaming terminals as are allowed pursuant to the Illinois Video Gaming Act (230 ILCS 40/1 *et seq.*).

Section 19: It shall be unlawful for any licensee to allow person in a drunken condition to remain upon or loiter in and around any licensed premises or to harbor, conceal, aid or assist any person who has committed any criminal offense against the laws of the State of Illinois, or to refuse to aid or assist the law enforcing officers of Kendall County in the apprehension of person accused of or suspected of crime.

Section 20: All places where alcoholic liquor is sold in violation of any of the provisions of this Ordinance shall be taken and held to be and are hereby declared to be common nuisances and may be abated as such.

Section 21: All license fees received by the Local Liquor Control Commission shall be paid over to the County Treasurer and credited to the general fund of the County.

Section 22: It shall be unlawful to permit the following kinds of conduct on the premises:

- a) The performance of act, or simulated act of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts;
- b) The actual or simulated exhibition, touching, caressing or fondling of the breast, buttocks, pubic hair, anus, vulva, or genitals.

Section 23: In the event of the death of the named license holder, said license shall lapse, and be of no further effect. Any license which is not used for a period of sixty (60) consecutive days shall be deemed to have lapsed due to such non-use. Any license which has lapsed as defined by this paragraph will be of no further effect unless written waiver of such lapse is granted by the Commissioner, after a hearing held to evaluate the reason for such lapse.

Section 24: A certified court reporter or certified shorthand reporter shall keep a record of all hearings held under the provisions of this Ordinance. The cost of such court reporter shall be paid by the applicant or licensee who is the subject of the proceeding. Any appeal taken from a decision of the Commissioner pursuant to the terms of this Ordinance shall be reviewed on the record of the hearing at which the decision was rendered as taken by and prepared by the certified court reporter or certified shorthand reporter.

Section 25: Any license issued pursuant to this Ordinance shall specifically identify the location of the authorized premises for the license, and such premises shall be sufficiently identified on the license to make such premises readily identifiable.

Section 26: The Kendall County State's Attorney shall be authorized to prosecute any violations of this Ordinance.

Section 27: No applicant will be entitled to a refund for an unused license for any reason once a license has been issued.

ARTICLE XI FINES AND PENALTIES

Section 1: Whoever violates any of the provisions of this Ordinance shall, upon conviction, be punished by a fine of not less than One Hundred (\$100.00) Dollars, nor more than Five Hundred (\$500.00) Dollars or by imprisonment in the County jail for not less for not less than Thirty (30) days nor more than Six (6) months or by both such fine and imprisonment; and a separate offense shall be deemed committed on each day during, or on which, a violation occurs, or continues to occur. In addition to the foregoing, to the extent permitted by the “State Law”, whoever violates the provisions of this Ordinance may be required to pay reasonable reimbursement to Kendall County for the expenses of investigating and prosecuting such violation.

ARTICLE XII ADMINISTRATION

Section 1: The Chairman of the Kendall County Board shall be the Local Liquor Control Commissioner of said County, and he shall be charged with the administration of this Ordinance. Provided, however, that the authority and jurisdiction of said Local Liquor Control Commissioner shall extend only to that area of Kendall County which lies outside of the corporate limits of the cities, villages and incorporated towns therein, and shall, under no circumstances, extend to any area where the people of any local political subdivision have voted to prohibit the sale of alcoholic liquors in accordance with the terms and provisions of the State law governing the same.

Section 2: Said Local Liquor Control Commissioner of said County may appoint a person or persons to assist him in the exercise of the powers and the performance of the duties herein provided for such Local Liquor Control Commissioner or he may appoint members of the Kendall County Board on a committee to be known as the Local Liquor Control Committee which Committee may assist him in the exercise of he powers and the performance of the duties provided for by this Ordinance.

Section 3: Said Local Liquor Control Commissioner shall have the power to appoint or employ such clerks and other employees as may be necessary to carry out the provisions of this Ordinance, or to perform the duties and exercise the powers conferred by this Ordinance upon the Local Liquor Control Commissioner.

Section 4: Said Local Liquor Control Commissioner shall not appoint or employ any clerks or other employees who have been convicted of any violation or any Federal or State law concerning the manufacture or sale of alcoholic liquor prior to or subsequent to the passage of this Ordinance or who has paid a fine or penalty in settlement of any prosecution against him for any violation of such laws, or shall have forfeited his bond to appear in court to answer charges for any such violation, nor shall any person be appointed who has been convicted of a felony.

Section 5: No person shall be appointed to act on said Local Liquor Control Commission who may directly or indirectly, individually or as a member of a partnership, or as a shareholder or a corporation, have any interest, whatsoever, in the manufacture, sale or distribution of alcoholic liquor, nor receive any compensation or profit there from, nor have any interest, whatsoever, in the purchases or sales made by the persons authorized by this Ordinance, or to purchase or to sell alcoholic liquor as provided for in the State law governing the same.

Section 6: The office of the Local Liquor Control Commissioner shall be in the Office of The County Clerk (amended January, 2018), in the Kendall County Office Building, Yorkville, Illinois or in such other place as the County Board shall designate.

Section 7: The Local Liquor Control Commissioner of said County of Kendall shall keep a record of the proceedings, transactions, communications and official acts of himself and any commission appointed by him, which said books and records shall be kept and maintained in the office of the Liquor Control Commissioner of Kendall County.

Section 8: The Local Liquor Control Commissioner shall be paid the sum of One Thousand Two Hundred (\$1200.00) Dollars per annum and mileage as provided by ordinance for county officers. The member or members of any committee or person or persons appointed by the said Commissioner to assist him in the exercise of the powers and performance of the duties herein provided for, shall receive the sum of Twenty Five (\$25.00) Dollars, and mileage as aforesaid for each day actually spent in the performance of duties.

Section 9: The Local Liquor Control Commissioner and all clerks and employees of said Local Liquor Control Commissioner shall be reimbursed for any disbursements incurred or made by them in the discharge of their official duties.

Section 10: All charges or expenses or claims or demands incurred either by or against or in behalf of the Local Liquor Control Commissioner by reason of anything or matter in this Ordinance contained, shall be claims against Kendall County, and shall be presented and paid or disallowed in the same manner as other claims against Kendall County are allowed and paid or disallowed.

ARTICLE XIII POWERS OF LOCAL LIQUOR CONTROL COMMISSIONER

Section 1: The Liquor Control Commissioner of Kendall County, Illinois shall have all the powers and authority granted and delegated to Local Liquor Control Commissioners in the "State Law."

ARTICLE XIV REVOCATION OR SUSPENSION OF LICENSE, FINES: APPEALS

Section 1: The Liquor Control Commissioner may suspend for not more than thirty days, or may revoke, any liquor license issued by him, or may impose a monetary fine as permitted as provided under Illinois law, if he determines that the licensee has violated any of the provisions of this Ordinance or any of the provisions of the State Law, or of any rule or regulation established by the Illinois State Liquor Control Commission which is not inconsistent with law.

Section 2: All proceedings for revocation or suspension of licenses issued by the Liquor Control Commissioner, and appeals there from shall be in conformance with the applicable provisions of State Law and this Ordinance.

ARTICLE XV MISCELLANEOUS

Section 1: The articles, provisions and sections of this Ordinance shall be deemed to be separable and the validity of any portion of this Ordinance shall not affect the validity of the remainder.

Section 2: That all Ordinances or parts of Ordinances heretofore passed and adopted by the County Board of the County of Kendall and State of Illinois, relating to the retail sale, keeping the sale, or offering for sale of alcoholic liquors in all of the territory lying outside of the corporate limits of any city, village or town and lying within the corporate limits of said Kendall County, Illinois be, and the same are hereby repealed.

Section 3: This Ordinance, which shall be known as “Rules of the Liquor Control Commission, Kendall County, Illinois,” which comprise and are the rules of the said Liquor Control Commission, or any part thereof may be amended by Ordinance of the Kendall County Board by adoption thereof, at any regular or special meeting of said Board.

Section 4: This Ordinance and the regulations contained therein shall be in full force and effect on and after.

Adopted the 19th day of October, 1999, and amended this 7th Day February, 2023.

Matt Kellogg County Chairman

Attest: _____
Debbie Gillette County Clerk

Adopted: October 19, 1999
Amended: January, 2004
May 16, 2006
May 18, 2010
March 1, 2011
June 7, 2011
April 17, 2012
December 4, 2012
March 7, 2013
September 2, 2014
February 3, 2015
July 21, 2015
January 16, 2017
January 16, 2018
March 19, 2019
April 21, 2020
February 7, 2023

**COUNTY OF KENDALL
RESOLUTION 2023-_____**

A RESOLUTION CREATING THE CONNECT KENDALL COUNTY COMMISSION (CKCC)

WHEREAS, the Kendall County Board Rules of Order Section XI Special Committees governs the creation of Special Committee of the Kendall County Board; and

WHEREAS, according to Section XI, Special Committees may be appointed by the County Board Chairman subject to approval of the County Board whenever such action is deemed necessary or required and such Committees shall exist only for the purpose for which they are appointed; and

WHEREAS, Lit Communities performed a Broadband Feasibility Assessment for Kendall County; and

WHEREAS, the Broadband Feasibility Assessment found that Kendall County contains areas of unserved and underserved connectivity; and

WHEREAS, the Kendall County Board is determined to provide high speed connectivity to all residents; and

WHEREAS, two County Board Members will be appointed to the Special Committee and are tasked with being the Chairman and Vice Chairman of the Special Committee and reporting to the full County Board; and

WHEREAS, broadband projects take several years to complete; and

WHEREAS, a Special Committee dedicated to solving the broadband issues in Kendall County is in the best interest of the citizens.

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

1. A new Special Committee named the Connect Kendall County Commission (CKCC) is created.
2. The Connect Kendall County Commission (CKCC) shall expire on November 30th, 2024.
3. The Connect Kendall County Commission (CKCC) shall be composed of a total of 9 members appointed by the Chairman, with the consent of the County Board, including:
 - a. 2 County Board Member
 - b. 3 Local Government Officials
 - c. 4 IT Professionals and Business Leaders from the Community

IN WITNESS OF, this resolution has been enacted by a majority vote of the Kendall County Board and is effective this 7th day of February 2023.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

Order Confirmation – Kendall County, IL

This Order Confirmation is an addendum to and part of the Terms of Service between Limble Solutions, Inc. ("Limble") and the below-identified Client.

Client:	Kendall County, IL
Initial Term:	<u>1</u> Year
Number of Users:	<u>15</u> Users
Plan:	Business Plus Including (Maps, Work Request AI, SSO, GIS Integration, and Fuse Access)
Fuse Benefits	<ul style="list-style-type: none"> - Workflow automation platform that can connect Trane workflow, Outlook Calendar, Teams, and Alarms to Limble with a simplified, customizable drag and drop interface - Can also be used to optimize workflows throughout the County, even with things that don't involve Limble - https://help.fuse.limblecmms.com/en/connections/connecting-to-any-web-service
Included	<ul style="list-style-type: none"> - Unlimited customer support/training for GIS/Fuse - SSO functionality for each user - Unlimited implementation support via phone/email/chat support - Unlimited assets, work orders/requests, QR codes, unlimited data storage/usage - Unlimited PO's
Not Included	<ul style="list-style-type: none"> - Onsite Implementation - Integrations outside of Fuse (something requiring a 3rd party – nothing in the current scope would require that)
Add-On Feature Cost	<ul style="list-style-type: none"> - SSO = \$8 per license - Offline Mode = \$8 per license - Duplicate Work Order AI = \$8 per license
Monthly Subscription Fee (License Fee):	\$ <u>129</u> per User per month (billed annually)
Discounts (if applicable):	<u>11</u> %
Monthly Subscription Fee (License Fee) after Discount:	\$ <u>114.81</u> per User per month (billed annually)
Year 1 Total (billed annually):	\$ 20,665.80 (not including tax)
Year 2 Total (billed annually):	\$ 20,665.80 (not including tax) (pending Renewal)
Year 3 Total (billed annually):	\$ 20,665.80 (not including tax) (pending Renewal)

Year 4 Total (billed annually)	\$ 20,665.80 (not including tax) (pending Renewal)
Year 5 Total (billed annually)	\$ 20,665.80 (not including tax) (pending Renewal)
Start Date:	February 20, 2023
Billing Details:	Net 30
Terms and Conditions	https://limblecmms.com/terms-of-service/

Notwithstanding anything to the contrary in the Terms of Service, the Parties commit to a one year Initial Term as indicated above for the above number of Users.

The annual Subscription Fee (License Fee) will not be increased during the Initial Term, and will not increase for the subsequent year if a renewal is agreed upon by December 11 of 2023. Additional Users, if any, will be charged based on Limble's then-current fee.

The Initial Term, the SaaS License, and the annual Subscription Fee (annual License Fee) begin on the Start Date.

Agreed to and Confirmed by:

_____ ("Client")

Limble Solutions, Inc. ("Limble")

By: _____

By: 

Name: _____

Name: BOBBY CRAWFORD

Appendix D

Limble SaaS License Agreement (the "Agreement")

Date of Agreement: 01/25/2023

This Agreement is by and between the following Parties:

Client: _____

Email: _____

Limble: Limble Solutions, Inc.
3290 Mayflower Ave.
Lehi, UT 84043
USA

Section 1 - Introduction and the Limble Solution

1.1 Limble and its Business - the Limble Solution. Limble is an information technology company that licenses and provides a solution known as the Limble Solution (the "Solution") that is designed to help clients maintain and manage equipment, vehicles, devices, and other assets and to comply with related best practices. This Solution includes Licensed Software, Know-How, Documentation, and Services.

1.2 Client. Client desires to use the Solution in its business operations.

1.3 Licensed Software. The term "Licensed Software" means the computer programs, tools, and content made available by Limble to Client for Client's access and use through the SaaS License of Section 2.1 below.

1.4 Services. The term "Services" means: (a) the services of Limble to Client in making the Licensed Software available to Client for Client's remote access to and use of the Licensed Software as licensed and described in this Agreement, and (b) the Data Storage Services of Section 3.2, and (c) the support and maintenance services of Section 5. The term "Services" will also mean and include any additional services (e.g., consulting, implementation, planning, and training services) provided by Limble to Client under any SOW (see Section 1.5). Those additional Services will be identified in an SOW - see also Section 3.3. Any other services that are ancillary or related to any of the foregoing Services or the Limble Solution and that are performed by Limble for Client will also be considered "Services" under this Agreement unless a separate written agreement governing the other services is signed by both Parties.

1.5 Statements of Work - SOWs. If Client desires additional Services and if Limble agrees to provide them, they will be set forth in a Statement of Work ("SOW"). Each SOW is part of and will be governed by this Agreement. Limble has no obligation to provide any Services not described in an SOW or elsewhere in this Agreement. Each SOW must be signed by a representative of each Party and will set forth the additional fees to be paid by Client.

Appendix D

1.6 Limble's Know-How and Methodology. "Know-How" means any know-how, expertise, experiences, ideas, knowledge, advice, recommendations, methodologies, processes, practices, standards, plans, data and information provided or disclosed by Limble to Client in connection with this Agreement or any SOW, Exhibit, Services, Licensed Software, or Documentation. The Know-How proprietary to Limble (or its licensor(s)) is referred to herein as "Methodology" and will be licensed to Client as "Methodology" under the License of this Agreement.

1.7 Documentation. If and to the extent that any documentation, instructions or other works of authorship are delivered or made available by Limble to Client for or in connection with this Solution, then such documentation, instructions and other works of authorship are referred to herein as "Documentation" (but this definition of "Documentation" does not include any Licensed Software).

1.8 Authorized Users. "Authorized Users" are employees of Client who are authorized by Client to access and use the Licensed Software. "Authorized Users" will also include Consultants, if any, who meet the requirements under Section 7.4 below. Authorized Users must respect this Agreement and must sign up or register with Limble in accordance with its reasonable process and guidelines. Client will be responsible for any conduct or misconduct of an Authorized User relating to this Agreement or any of its subject matter.

1.9 Authorized Reseller. An "Authorized Reseller" is a distributor or reseller authorized by Limble to sell licenses to clients to use the Licensed Software as a SaaS solution. If Client purchases the SaaS License from an authorized distributor or reseller, then any reference in this Agreement to Authorized Reseller means that distributor or reseller.

1.10 Subscription Fee. The "Subscription Fee" means the subscription or license fee payable by Client for the SaaS License. Client will pay to Limble its then-current Subscription Fee on an annual basis. However, if Client purchases the SaaS License through an Authorized Reseller of Limble, then Client will pay the Subscription Fee agreed to by Client and the Authorized Reseller.

Section 2 - License

2.1 SaaS License - for Licensed Software. Subject to the terms and conditions of this Agreement and Client's compliance therewith, Limble grants to Client a non-exclusive, non-transferrable, limited-term license for Client through its Authorized Users to access and use the Licensed Software, but only for Client's internal use for its business (the "SaaS License" or simply the "License") and not for the development or design of any other software, product or solution. The Licensed Software will run on Limble Servers (defined below). The Authorized Users will access and use the Licensed Software from Client's Computers (defined below) via the Internet through compatible web browsing software on Client's Computers. Client may access and use the Licensed Software only in the ordinary course of Client's business operations and only by and through Authorized Users (as defined below).

2.2 Methodology and Documentation. The SaaS License further includes a non-exclusive, non-transferable limited term license for Client to use the Methodology and Documentation, but only for Client's internal use and not for the development, improvement or design of any other software, product, service or solution.

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2.3 License Restrictions. Client must not use, and is not licensed to use, any Licensed Software, Documentation, Methodology or Services for any other purpose or in any manner or application that is in violation of any law, regulation, ordinance, or government authority, or in violation or breach of any obligation Client may have to a third party, or for any unethical purpose. Rights not expressly granted to Client are reserved by Limble.

2.4 Limble Servers. "Limble Servers" means the server(s) and any other computer(s), storage media, hardware and system(s) selected or designated by Limble for the storage and execution of the Licensed Software for the purpose of allowing Client (through its Authorized Users) access to and use of such Licensed Software via the Internet under the SaaS License. Limble Servers are not dedicated exclusively to the Licensed Software or Client. Limble Servers may be located at Limble's and/or its contractor's site(s).

2.5 Client's Computers. "Client's Computers" means computers functioning as Internet clients or workstations that are in the possession and control of Client and used by Client's Authorized Users to access and use Licensed Software via the Internet as described in this Agreement and any applicable Documentation.

2.6 Responsibilities of Limble. Limble is responsible for the procurement and maintenance and server-side Internet access of the Limble Servers and the Licensed Software. Limble is also responsible for any operating system and other third party software needed to run the Licensed Software on the Limble Servers. Limble or its contractor, not Client, owns and holds the licenses to such third party software. Limble (directly or through its contractor) will contract with the applicable third party software licensors for software maintenance and updates and new versions as Limble deems appropriate. Limble will determine which updates and new versions of the third party software will be installed on the Limble Servers and when they are installed.

2.7 Responsibilities of Client. Client, at its expense, is responsible for procuring, installing, implementing, and maintaining Client's Computers (including system software), compatible web browsing software, Internet access, data feeds, telecommunications, networks, peripherals and any other items and services needed by Client's Computers and Authorized Users to access (via the Internet) the Licensed Software running on Limble Servers and Client Data resident on the Limble Servers. Client may consult with Limble concerning these requirements and on any upgrades or changes needed to remain compatible with the Licensed Software.

2.8 Licensed Software Updates and New Versions. The SaaS License and Licensed Software include any Licensed Software Updates (see Section 5.2) that Limble installs on the Limble Servers for inclusion in the SaaS License. All such Licensed Software Updates will become part of the Licensed Software. Client's rights and License will only apply to the then-most-current version of the Licensed Software installed on, and available to Client's Authorized Users from the Limble Servers, but will not include any functionality or features of Licensed Software not included in the subscription or payment plan paid for by Client. Prior or out-dated versions of the Licensed Software may be discontinued by Limble. Limble has no obligation to include in the SaaS License or Licensed Software or make available for access and use by Client, any future functionality, modules or products that Limble elects to separately license or provide to its customers. Limble may condition the inclusion and availability of such future functionality, modules or products on the payment of additional fees and/or on other conditions and terms. If Client agrees to pay such additional fees and agrees to such other conditions and terms, if any,

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then that future functionality, module or product will be included in the SaaS License and will be Licensed Software under and subject to this Agreement.

2.9 No Rights to Code. Client and Authorized Users are not entitled to receive any copy of any of the Licensed Software in any form (source code, object code, executable code, or other form). The SaaS License is strictly limited to remote access via the Internet as described in this Agreement. In the event that Client or any Authorized User does receive any of the Licensed Software, Client and Authorized Users will not decompile, disassemble or reverse engineer any of the Licensed Software, or distribute or publish any copy of any of it, or modify it or create any derivative work based on it, or in any way facilitate any of the foregoing. Nothing in this Section 2.9 prohibits Client's Authorized Users from receiving or displaying on Client's Computers any screen displays, content or output "served up" by the licensed use of the Licensed Software under the SaaS License.

2.10 Documentation. Documentation may be copied and used internally by Client, but only to facilitate the licensed use of the Licensed Software and Methodology. Client will treat all Documentation as confidential information and copyrighted works of Limble. Client will not disclose or transfer Documentation to any person other than to Client's employees and Consultants (as defined in Section 7.4) on a confidential and "need-to-know" basis. Those employees and Consultants must be under confidentiality and restricted use obligations at least as protective of Limble and the Limble Solution as are the confidentiality and restricted use provisions of this Agreement.

Section 3 - Services

3.1 Services. Limble will provide the Services described in this Agreement, including any applicable SOW.

3.2 Data Storage Services. As part of the Services, Client Data will be stored on Limble Servers and available to Client in connection with its licensed use of the Licensed Software and in accordance with this Agreement (the "Data Storage Services") - see Section 6.1.

3.3 Additional Services. If Client desires additional services or changes to the Services, the Parties may supplement or amend this Agreement or an existing SOW or add a new SOW, but any such supplement, amendment or additional SOW must be agreed to by both Parties in writing. The additional services and changes to Services described in such supplements, amendments or additional SOWs will be governed by this Agreement as "Services." Additional or changed Services will require additional or increased fees and compensation as stated in the SOW to be paid by Client to Limble for the additional or changed Services.

3.4 Cooperation. Client will promptly make available to Limble such information, assistance and cooperation as Limble may reasonably request in connection with the Services or the Limble Solution.

Section 4 - Payments and Assumptions

4.1 Subscription Fee. Client will pay to Limble its then-current Subscription Fee on an annual basis. However, if Client purchases the SaaS License through an Authorized Reseller, then Client will pay the Subscription Fee agreed to by Client and the Authorized Reseller. Client will pay the annual Subscription Fee for the first 12 months of the Term (as defined in Section 9.1). For each subsequent year during the Term, an annual Subscription Fee as quoted by Limble or Authorized Reseller to Client will be

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paid by Client to Limble or the Authorized Reseller (as applicable) at the beginning of each applicable year. The Subscription Fee is subject to reasonable increase upon at least 45 days advance written notice to Client. If the increase is not acceptable, then Client may terminate this Agreement under Section 9.1.

4.2 Additional Services. Fees and charges for additional Services or changed Services, if any, are not included in Section 4.1 and are due and payable by Client when invoiced by Limble or as otherwise agreed in writing in the applicable SOW.

4.3 Taxes. The fees and other amounts payable by Client do not include any taxes that may be assessed or imposed upon any Licensed Software, Services, this Agreement or any of the payments, transactions, or licenses of this Agreement, including, without limitation, any sales, use, excise, value added, personal property, export, import and withholding taxes, and excluding only U.S. federal and state taxes based upon Limble's or Authorized Reseller's net income. Client shall directly pay any such taxes assessed against it, and Client shall promptly reimburse or pay Limble or Authorized Reseller for any such taxes payable, paid, or collectable by Limble or Authorized Reseller. If any taxes are withheld from any payments to Limble or Authorized Reseller under this Agreement, Client must pay such taxes and ensure that Limble or Authorized Reseller (as applicable) receives the full amount of all payments as stated in this Agreement after payment and satisfaction of such taxes.

Section 5 - Maintenance and Support of Licensed Software

5.1 Maintenance of Licensed Software. Limble is responsible for maintaining the Licensed Software running on Limble Servers. Maintenance of Licensed Software consists of implementing fixes, patches, and updates to the Licensed Software ("Fixes") and work-around solutions for the Licensed Software running on Limble Servers to address programming errors in the Licensed Software. All decisions concerning Fixes and work-around solutions or the correction of programming errors, and the timing and manner thereof, will be made by Limble. Limble will determine if, when and how programming errors should be corrected and Fixes and work-around solutions created and implemented.

5.2 Licensed Software Updates. "Licensed Software Updates" (or simply "Updates") means future updates to and new versions and releases of the Licensed Software that are implemented on Limble Servers for purposes of the SaaS License during the Term. Licensed Software Updates may include "Fixes" (as defined above) and "New Releases" (i.e., new versions and releases of the Licensed Software). Licensed Software Updates will also include any other modifications, enhancements and additions of or to the Licensed Software that Limble makes available under the SaaS License to Client as part of the Licensed Software.

5.3 Telephone and Email Support. Client will be entitled to telephone and email support from Limble's telephone and email support personnel concerning problems and issues relating to Licensed Software and remote access to it as contemplated by this Agreement. Telephone and email support does not include training. Telephone and email support is subject to the reasonable availability of Limble's support personnel during Limble's standard support hours. Telephone and email support is subject to Limble's then-current telephone and email support policies, limitations and procedures. Support entitles Client to a maximum of five hours of telephone and email support per month (EXCEPT THAT DURING THE FIRST MONTH OF THIS AGREEMENT, THERE WILL BE NO CAP ON A REASONABLE NUMBER OF THESE HOURS). Unused time in a given month will not be carried forward or credited to any subsequent month. Telephone and email support beyond this limit is governed by Sections 3.3 and 4.2 as additional Services and is not covered by the Subscription Fee.

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5.4 Other Services. Other services, including, without limitation, consultation, implementation, custom content development, and training, are not included in the support and maintenance services and will require a new SOW and payment of additional fees plus expenses.

5.5 Exceptions and Procedures. Limble's obligations under this Section 5 do not apply to any problem attributable to Client's Computers or to their connectivity to the Internet, or to Client's failure to meet its responsibilities or requirements under this Agreement (including any SOW) or to follow any Documentation provided by Limble.

5.6 Most Current Version of Licensed Software. Limble is only obligated to maintain and support Limble's then-most-current version of Licensed Software implemented by Limble on Limble Servers for the SaaS License. Limble will have no obligations under this Section 5 with respect to out-dated Licensed Software.

5.7 Subscription Fee. Payment of the Subscription Fee to Limble covers maintenance and support under this Section 5, but not Section 5.4 or excess hours under Section 5.3.

5.8 Cooperation. Client will make available to Limble such assistance and cooperation as Limble reasonably requests in connection with maintenance and support under this Section 5.

Section 6 - Client Data and Confidentiality

6.1 Client Data. "Client Data" means the data of Client that are transmitted by Client or its Authorized User to Limble's Servers as part of the licensed use of Licensed Software. Transmitting of Client Data must be in accordance with Limble's then-current reasonable procedures, requirements and guidelines. Such Client Data will be kept confidential by Limble (and its contractors, if any) and will not be transmitted to any unauthorized third party except as needed for this Agreement or in connection with an acquisition or merger of Limble. Client warrants that Client Data and the transmitting and storage of such data will not infringe, misappropriate or violate the rights or intellectual property of any third party or any law or regulation. Client is responsible for the accuracy, integrity, completeness and content of Client Data.

6.2 Protection of Client's Other Confidential Information. Limble understands and acknowledges that it may have access to financial or business information of Client which Client maintains in confidence and which is not generally known to others in the profession or industry of either Party or to the general public and which is not known to Limble prior to disclosure by Client to Limble. Limble agrees to hold all such confidential information of Client in confidence and not to disclose any portion of it to any third party other than Limble's contractors, subcontractors, successors and assigns on a "need to know" basis who are under similar obligations of confidentiality. This Section 6 is subject to Section 7.5 and does not apply to Feedback or any intellectual property in Feedback licensed to Limble.

Section 7 - Intellectual Property

7.1 Ownership. The Licensed Software, Documentation, and Methodology and the copyrights, trade secrets, patent rights and other intellectual property in and to the Licensed Software, Documentation, Services, and Methodology are owned by Limble (and/or Limble's licensor(s)), and nothing herein assigns or conveys any ownership or exclusivity thereof to Client (see also Section 7.5

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below). The rights of Client to the Licensed Software, Documentation, and Methodology are limited to the licenses and rights expressly granted to Client under this Agreement.

7.2 Protections. Client will not allow any person other than its Authorized Users to access or use any Licensed Software. Client will not disclose or transfer any of the Documentation, or Methodology or information learned about or from the Licensed Software or its screen displays to any other person or entity other than Client's Authorized Users. Client will ensure that its employees and Consultants, if any, comply with the obligations of this Agreement relating to the protection or confidentiality of Licensed Software, Documentation, or Methodology.

7.3 Exceptions to Confidentiality. Client has no obligation of confidentiality under this Agreement with respect to any information in the Licensed Software, Documentation, or Methodology, or any other information disclosed by Limble, that is publicly known or known to Client prior to the first disclosure thereof to Client by Limble or any of Limble's personnel, contractors or subcontractors. If any information in the Licensed Software, Documentation, or Methodology subsequently becomes publicly known through no fault of Client or any of its employees, consultants or contractors or is lawfully obtained by Client on a non-confidential basis from a third party who did not directly or indirectly receive the same from Limble, then such information (but not other information) will at that time cease to be subject to any obligation of confidentiality or restricted use under this Agreement. However, this does not excuse any infringement of, or grant any rights or license to Client under, any copyrights, patent rights or other intellectual property of Limble (or its licensor(s), if any).

7.4 Consultants. If any consultant or other contractor of Client needs to know or use any Licensed Software, Documentation, or Methodology in connection with services for Client, then such consultant or other contractor is referred to herein as a "Consultant" and Client may allow such Consultant to access and use Licensed Software, Documentation or Methodology, but only as necessary to perform the services for Client, provided that the Consultant is not a competitor of Limble and first agrees in writing: (a) not to access or use the Licensed Software, Documentation or Methodology for any purpose other than services for Client, (b) to abide by confidentiality obligations as least as protective of Limble and the Licensed Software, Documentation and Methodology as the confidentiality obligations in this Agreement, and (c) to abide by Section 7.5 of this Agreement.

7.5 Feedback. "Feedback" means any modifications, improvements, updates, suggestions, ideas, and enhancements of, for or to any Licensed Software, Documentation, Methodology or Services that are disclosed by Client or any of its Authorized Users or Consultants to Limble. If and to the extent that Client or any of its Consultants (or any of its or their personnel) develops or creates any Feedback, or discloses or provides any Feedback to Limble, then Limble will have the right to use, disclose, distribute, copy, modify, and commercialize such Feedback and the intellectual property in and to the Feedback. Client and Consultants agree to license, and hereby license, to Limble the Feedback and all copyrights, patent rights, trade secrets, and other intellectual property in and to such Feedback. This license is non-exclusive, irrevocable and worldwide and includes the right to grant sublicenses to others. Client and Consultants make no guaranty or warranty that any Feedback is free of error or defect or that it is suitable for use by Limble or for any of the purposes or requirements of Limble.

Section 8 - Security

8.1 Passwords, Access and User Accounts. User IDs (e.g., logins), passwords and access to the Licensed Software and Client Data residing on Limble Servers will be administered and governed by

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Limble's then-current reasonable guidelines and procedures. Client is responsible for any and all activities that occur under its accounts(s) (including user accounts) and for the confidentiality of all User IDs and passwords of Authorized Users and for the confidentiality of any other security-related information disclosed to Client or any Authorized Users. Client must safeguard such User IDs, passwords, and security-related information. Client must notify Limble of any known unauthorized use of Client's user accounts and any other breach of security relevant to this Agreement or Limble or the Solution. Each Authorized User will have a user account assigned to him or her. A user account may be assigned to and used by only one individual user – i.e., no sharing of user accounts.

8.2 Security. Client is responsible for maintaining adequate technical and procedural access controls and system security requirements and devices to ensure that there is no unauthorized or improper access to or use of Licensed Software or Limble Servers or violation of data privacy or confidentiality from, by or through any equipment, computers, networks, communication links or devices, offices, facilities, employees, agents, representatives, contractors, volunteers, clients, customers, affiliates or Authorized Users of Client. Limble is not responsible or liable for any unauthorized or improper access to or use of Licensed Software or any Client Data where such access or use originates outside of Limble Servers or from, by or through any equipment, computers, networks, communication links or devices, offices, facilities, employees, agents, representatives, contractors, clients, customers, affiliates or Authorized Users of Client.

8.3 Personal Information. Client and its Authorized Users must not disclose to Limble or transmit to or store on any Limble Servers any personally identifiable information (PII), protected health information (PHI), payment card information (PCI) or any other personal information. Client and its Authorized Users must not violate any law, regulation or government order or the rights of any person. Client will indemnify Limble and its officers, managers, employees, contractors and representatives against, and hold them harmless from, any such violation and any claims of such violation, and any judgments, settlements, damages, awards, expenses, costs, losses, and attorneys' fees.

8.4 Client Data Only. Except for the transmission and storage of Client Data (as described in Sections 3.2 and 6.1), Client and its Authorized Users may not transmit, upload or store any data, computer programs, or other subject matter to or on Limble Servers.

8.5 Suspension for Security Breach. In the event that Limble believes that Client's (including any of its Authorized Users') access to or use of any Licensed Software, Services or Limble Servers or any of Client's Computers presents a security breach or risk to Client Data or to the data or property of any other client or to the Limble Servers, then Limble may suspend such access and use until the security breach or risk has been eliminated to the reasonable satisfaction of Limble. Such suspension will not be a breach of this Agreement and Limble will have no liability for such suspension. Client will fully cooperate with Limble in connection with any such security breach or risk or any such suspension.

Section 9 - Term and Termination

9.1 Term. The "Term" of this Agreement will begin on the date of this Agreement for an initial term of one year. After the first year of the Term, the Term and this Agreement will continue on a year-to-year basis until one Party gives notice of termination or non-renewal to the other Party at least 30 days prior to the beginning of the next renewal year.

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9.2 Termination for Breach. If Client breaches this Agreement or any SOW or Exhibit and fails to cure said breach within ten days after receiving written notice of said breach from Limble, then Limble will be excused from any further obligation or liability under this Agreement or any SOW or Exhibit and Limble may terminate or suspend any license or right granted by Limble under this Agreement or the SOW or the Exhibit, by giving notice to Client. This Section 9.2 will not limit the relief, remedies and damages to which Limble may be entitled.

9.3 Effect of Termination. Upon termination of this Agreement under Section 9.2 or any other termination or expiration of this Agreement, the Services and License will terminate and Client will have no further License or rights under this Agreement or with respect to any Licensed Software, Documentation, or Methodology and will cease all use of the Licensed Software, Documentation, and Methodology, and will confirm that it has done so in writing to Limble. All obligations of confidentiality and other protections of the Licensed Software, Documentation, or Methodology or Limble's intellectual property under this Agreement will survive any termination or expiration of the License or this Agreement and will continue in effect (but all access to and use of the Licensed Software, Documentation, and Methodology by or for Client or its Consultants must cease). In addition, Sections 7, 9.3 and 10 will survive any termination of this Agreement, but nothing in those surviving Sections will supersede or affect the first sentence or the last sentence of this Section 9.3. Upon termination of the License or this Agreement, any Licensed Software and Documentation in the possession or control of Client or any of its Consultants will be destroyed or permanently erased by Client, and Client and its Consultants will not retain any copy thereof and will confirm compliance therewith in writing to Limble.

Section 10 - General Provisions

10.1 Disclaimers. NEITHER PARTY MAKES ANY WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. LIMBLE DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LICENSED SOFTWARE, DOCUMENTATION, KNOW-HOW, AND METHODOLOGY ARE PROVIDED AND LICENSED ON AN "AS IS" BASIS. LIMBLE DOES NOT WARRANT THAT ANY LICENSED SOFTWARE, DOCUMENTATION, KNOW-HOW, METHODOLOGY OR SERVICES WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEY ARE WITHOUT DEFECT OR ERROR OR THAT THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. THE LICENSED SOFTWARE, DOCUMENTATION, KNOW-HOW, METHODOLOGY, AND SERVICES ARE NOT INTENDED, LICENSED OR PROVIDED FOR ANY HAZARDOUS USE OR ANY APPLICATION REQUIRING FDA OR OTHER GOVERNMENT APPROVAL THAT HAS NOT BEEN OBTAINED BY CLIENT. HAZARDOUS USE MEANS USE IN ANY APPLICATION OR ENVIRONMENT IN WHICH ANY FAILURE OR MALFUNCTION OF, OR ERROR OR DEFECT IN, THE LICENSED SOFTWARE, DOCUMENTATION, KNOW-HOW, METHODOLOGY, OR SERVICES COULD RESULT IN ANY CATASTROPHE OR LOSS OF LIFE OF OR PHYSICAL INJURY TO A NATURAL PERSON.

10.2 Responsibility for Decisions. CLIENT IS SOLELY RESPONSIBLE FOR DECISIONS MADE AND ACTIONS TAKEN BASED ON THE LICENSED SOFTWARE, DOCUMENTATION, KNOW-HOW, METHODOLOGY, OR SERVICES. IT IS CLIENT'S RESPONSIBILITY TO VERIFY ALL ANALYSES, RESULTS AND DATA CREATED, COMPILED OR GENERATED WITH THE USE OF THE LICENSED SOFTWARE, DOCUMENTATION, KNOW-HOW, METHODOLOGY OR SERVICES. ALL USE OF AND RELIANCE ON THE LICENSED SOFTWARE, DOCUMENTATION, KNOW-HOW, METHODOLOGY OR SERVICES AND ANY INFORMATION, DATA OR RESULTS OBTAINED FROM ANY OF THEM ARE AT THE SOLE RISK OF CLIENT AND SUCH USE AND RELIANCE MUST BE BY QUALIFIED PROFESSIONALS WHO EXERCISE THEIR OWN INDEPENDENT PROFESSIONAL JUDGMENT.

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10.3 Limitation of Liability. UNDER NO CIRCUMSTANCES WILL LIMBLE'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, ANY SOW, OR ANY LICENSED SOFTWARE, DOCUMENTATION, KNOW-HOW, METHODOLOGY OR SERVICES (REGARDLESS OF THE FORM OF ACTION OR CLAIM - E.G. CONTRACT, WARRANTY, TORT, AND/OR OTHERWISE) EXCEED A LIMIT EQUAL TO ONE YEAR OF THE SUBSCRIPTION FEE RECEIVED BY LIMBLE FROM CLIENT UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL LIMBLE BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, COVER, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS, BUSINESS OR REVENUE, LOSS OF USE OF ANY COMPUTER PROGRAMS, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, DATA, SERVICES OR SOFTWARE, OR CLAIMS BY ANY PERSON OTHER THAN CLIENT, EVEN IF LIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING. IN NO EVENT WILL ANY OF LIMBLE'S OFFICERS, PERSONNEL, OWNERS, LICENSORS, CONTRACTORS, SUBCONTRACTORS, OR ADVISORS HAVE ANY LIABILITY RELATING TO OR ARISING FROM THIS AGREEMENT OR ANY OF THE ANY LICENSED SOFTWARE, DOCUMENTATION, KNOW-HOW, METHODOLOGY OR SERVICES. This Agreement, including its disclaimers and limitations of liability, represents a mutually agreed upon allocation of risk and the consideration given has been set to reflect such allocation.

10.4 Injunctive Relief. The Parties acknowledge and agree that any breach by a Party (the "offending Party") of any of the covenants or provisions contained in this Agreement will give rise to irreparable injury to the other Party (the "offended Party") inadequately compensable in damages and monetary remedies alone. Accordingly, the offended Party may seek and obtain preliminary and permanent injunctive relief against the breach or threatened breach of said covenants or provisions. Such relief will be in addition to any other remedies that may be available to the offended Party.

10.5 Notices. Any notice or consent from Limble to Client may be sent or delivered by email, by first class, priority or express mail, by registered or certified mail, by commercial courier (e.g., Federal Express or U.P.S.), or by personal delivery. Client will keep Limble informed of Client's then-current email and physical addresses.

10.6 Export Act. Client hereby warrants and certifies that any Licensed Software, Documentation, Know-How and Methodology provided by Limble to Client will not be made available or exported by Client or its personnel to any country in contravention of any law or regulation of the United States or any of its agencies, including the Export Administration Act of 1979 and regulations relating thereto.

10.7 Construction. This Agreement (which includes its SOWs and Exhibits) represents the wording selected by the Parties to define their agreement and no rule of strict construction will apply against or in favor of either Party. Whenever the context reasonably permits, the singular will include the plural, the plural will include the singular, and the whole will include any part thereof.

10.8 Headings. Section and paragraph headings used herein are for convenience only and will not be used to broaden or limit this Agreement.

10.9 Assignment. Because this Agreement is personal to Client, Client will have neither the right nor the power to assign or transfer this Agreement by assignment, merger or otherwise to any third party without the written consent of Limble. Limble may assign or transfer this Agreement and its rights under this Agreement (and delegate any remaining obligations and duties under this Agreement) to an

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affiliate or to a third party who acquires substantially all of the business or intellectual property of Limble applicable to the Licensed Software. Any assignee or transferee of this Agreement must assume the duties and obligations of the assigning or transferring Party under this Agreement.

10.10 Successors. This Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

10.11 Force Majeure. Notwithstanding anything to the contrary, neither Party will be deemed in breach of this Agreement or otherwise liable for any delay or failure to perform an obligation or duty where such delay or failure is caused by any act of nature, fire, flood, accident, riot, war, crime, terrorism, government intervention or regulation, any obligation to comply with any law, regulation or ordinance, any disruption or interference in communications, equipment or software, the Internet, any disruption or delay in supplies, communications, power, or other utilities, any labor dispute or shortage, or circumstances beyond the control of that Party or for the misconduct of an unaffiliated person. It is also understood that downtime of Limble Servers and Licensed Software for maintenance, re-location, Upgrades, and other purposes will be necessary from time-to-time and that unintended interruptions and downtime may also occur and are not a breach of this Agreement.

10.12 Governing Law. This Agreement and the rights and obligations of the Parties hereunder will be governed by and interpreted, construed and enforced in accordance with the laws of the State of Utah, without regard to conflict of law principles. The Parties consent to the jurisdiction of the state and federal courts located in Salt Lake City or County, Utah and agree that such courts and their respective courts of appeal will be the exclusive venue for the resolution of any dispute relating to this Agreement or any of the Licensed Software, Services, Know-How or Methodology. Each Party waives any objection which it may have now or hereafter to the laying of venue in such courts, and irrevocably submits to the exclusive jurisdiction and venue of such courts

10.13 Limble Personnel. The personnel of Limble used to perform Services and obligations under this Agreement may be employees or subcontractors of Limble. Limble remains responsible for the performance of its obligations under this Agreement (including the SOW(s)).

10.14 Relationship. Neither Party is the partner, joint venturer, agent or representative of the other Party. Each Party is an independent contractor. There is no employment relationship between the Parties. Neither Party has the authority to make any representations or warranties or incur any obligations or liabilities on behalf of the other Party. Neither Party will make any representation to a third party inconsistent with this Section.

10.15 Waiver. Any waiver of, or promise not to enforce, any right under this Agreement will not be enforceable unless evidenced by a writing signed by the Party making said waiver or promise.

10.16 U.S. Government Agency. If Client is a U.S. Government agency, Client acknowledges that the Licensed Software licensed under this Agreement is a commercial item that has been developed at private expense and not under a Government contract or at Government expense. The Government's rights relating to the Licensed Software are limited to those rights and provisions applicable to Client as set forth in this Agreement and are binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies, as applicable. U.S. Government rights to use, modify,

Appendix D

reproduce, release, perform, display or disclose Licensed Software are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) and/or restrictions of DFARS 227.7202-1(a) and DFARS 227.7202-3(a), as applicable for U.S. Department of Defense ("DOD") procurements and the limited rights of restrictions of FAR 52.227-14 and/or restricted rights provisions of FAR 52.227-14 and FAR 52.227-19, as applicable, and applicable agency FAR Supplements, for non-DOD Federal procurements.

10.17 **Entire Agreement.** This Agreement (which includes its SOWs and Exhibits): (i) represents the entire agreement between the Parties concerning the subject matter of this Agreement, (ii) supersedes all prior agreements, understandings, representations and warranties relating to the subject matter of this Agreement, whether written or oral, and (iii) may only be amended, canceled or rescinded by a writing signed by duly authorized representatives of both Parties. Any terms or conditions of any purchase order or other document submitted by Client in connection with this Agreement or any Services that are in addition to, different from or inconsistent with the terms and conditions of this Agreement are for administrative purposes only and are not binding on Limble and are of no effect.

AGREED TO AND ACCEPTED BY:

_____ ("Client")

By (signature): _____

Name (print): _____

Title: _____

Limble Solutions, Inc. ("Limble")

By (signature): 

Name (print): BOBBY CRAWFORD

Title: ACCOUNT EXECUTIVE

Appendix D

SLA Addendum

This SLA Addendum is an addendum to, and part of, the Limble SaaS License Agreement between the undersigned Parties (the "Agreement"). This SLA Addendum is effective on the date of the Agreement.

SLA. If the Licensed Software hosted by or on behalf of Limble under this Agreement for Client is not available to Client for its licensed thereof for any reason not attributable to Client's Computers or the negligence or other fault of Client or any of its personnel or a failure by Client to meet its responsibilities or obligations under this Agreement, then such time period of unavailability is referred to herein as "Downtime". However, Downtime does not include downtime for scheduled maintenance or the installation or implementation of New Releases or downtime caused by a Force Majeure. For any continuous period of Downtime exceeding two hours, Client will be entitled to a Credit equal to [the number of minutes of such Downtime divided by the number of minutes in the then-current contract year] multiplied by [the Subscription Fees for that year]. If the Credit applicable to the then-current contract year exceeds 5% of the Subscription Fees for that year, then Client may terminate this Agreement and receive a prorated refund of the Subscription Fees paid for that year to account for the portion of that year following such termination. The credit or refund will come from Limble (or its Authorized Reseller, if applicable), This Section describes Limble's (and the Authorized Reseller's) sole liability for Downtime.

AGREED TO AND ACCEPTED BY:

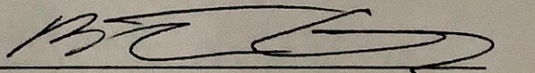
_____ ("Client")

By (signature): _____

Name (print): _____

Title: _____

Limble Solutions, Inc. ("Limble")

By (signature): 

Name (print): BOBBY CRAWFORD

Title: ACCOUNT EXECUTIVE

**REVOLVING LOAN FUND
PROMISSORY NOTE AGREEMENT**

Dated: _____

THIS REVOLVING LOAN FUND PROMISSORY NOTE AGREEMENT is entered into this ____ day of _____, 2023 (hereafter referred to as the "NOTE") by and between the COUNTY OF KENDALL, ILLINOIS, a unit of local government, (hereafter referred to as "COUNTY") and the Village of Minooka, a unit of local government (hereafter referred to "VILLAGE").

WHEREAS, the real property depicted in Exhibit "A" (hereinafter referred to as the ("LAND")) is located within the jurisdictional limits of the VILLAGE and the COUNTY; and

WHEREAS, the VILLAGE shall fund, in part, the installation of certain utility improvements, namely water main and sewer line extensions from south of I-80 north to Holt Road and east to Ridge Road (hereinafter referred to as "IMPROVEMENTS") on the LAND; and

WHEREAS, the VILLAGE has applied for and the COUNTY has granted the VILLAGE a loan in the amount of SEVEN-HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000) from the COUNTY'S Revolving Loan Fund, the repayment terms of which are set forth in this NOTE, to fund, in part, the installation of the IMPROVEMENTS; and

WHEREAS, the IMPROVEMENTS are valuable and substantial improvements benefiting property depicted in Exhibit "A" and identified by parcel identification number in Exhibit "B" which are attached hereto and made a part hereof, and may be hereafter referred to as the "BENEFITING PROPERTIES", or a portion thereof referred to as a "BENEFITING PROPERTY"; and

WHEREAS, it is the opinion of the corporate authorities of the COUNTY and the VILLAGE that such IMPROVEMENTS benefit the BENEFITING PROPERTIES; and

WHEREAS, the benefits conferred upon the BENEFITING PROPERTIES by the IMPROVEMENTS will result in the development of the BENEFITING PROPERTIES and ultimately as a result of the development in the levy and collection of additional property taxes for both the COUNTY and the VILLAGE.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto agree as follows:

SECTION 1. INCORPORATION.

The foregoing recitals are hereby incorporated by reference into the body of this NOTE as if fully set forth herein.

SECTION 2. LOAN AMOUNT.

The VILLAGE shall receive the sum of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) from the COUNTY pursuant to the COUNTY'S Revolving Loan Fund Program upon written confirmation from the VILLAGE that the bids for the IMPROVEMENTS have been awarded. The purpose of this loan and these funds is to assist the VILLAGE with construction of the IMPROVEMENTS on the LAND.

SECTION 3. VILLAGE'S PROMISE TO PAY; INTEREST.

In consideration of sums due and owing relative to IMPROVEMENTS being made, VILLAGE promises to pay the principal sum of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) plus interest, to the order of the COUNTY. Interest will be charged on unpaid principal, from the date in which the IMPROVEMENTS have been completed at the rate of One percent (1%) per year until the full amount of principal has been paid. Interest shall be computed on the basis of the actual number of days elapsed over a 365-day year.

SECTION 4. MANNER OF PAYMENT.

VILLAGE shall collect the estimated sum set forth in Exhibit "B" from each of the BENEFITING PROPERTIES as set forth in this Section 4. VILLAGE shall require said payment as a condition of a connection to the IMPROVEMENTS by a BENEFITING PROPERTY or before any building permit is issued to a BENEFITING PROPERTY, whichever occurs first, as to each BENEFITING PROPERTY. VILLAGE may add a pro rata amount of accrued interest to the sum to be collected by the BENEFITING PROPERTIES. Payments due hereunder shall be solely payable from amounts collected from the BENEFITING PROPERTIES.

The payment set forth in the preceding paragraph, plus any applicable interest, when collected by the VILLAGE, shall be promptly paid to the COUNTY as soon as practical after the first (1st) day of the month following the month of the receipt of such payments but, in any event, no later than the thirtieth (30th) day of the month following the month of this receipt.

Payment shall be made to County of Kendall, 111 W. Fox Street, Yorkville, Illinois 60560 or at such place as COUNTY may designate in writing by notice to VILLAGE.

SECTION 5. NOTICE.

VILLAGE shall provide notice of completion of the IMPROVEMENTS to COUNTY within thirty (30) days of the same.

VILLAGE shall provide notice of the connection of a BENEFITING PROPERTY to the IMPROVEMENTS, or the issuance of a building permit to a BENEFITING PROPERTY, whichever occurs first for each BENEFITING PROPERTY, to COUNTY within thirty (30) days of the same.

If VILLAGE defaults by failing to provide notice as provided by this Section 5 after written notice from the COUNTY and thirty (30) days for the VILLAGE to cure the default, then COUNTY may require immediate payment in full of the principal balance remaining due and all accrued interest. COUNTY may choose not to exercise this option without waiving its rights in the event of any subsequent default.

SECTION 6. VILLAGES' RIGHT TO PREPAY.

VILLAGE shall have the right to pay the debt evidenced by this NOTE, in whole or in part, without charge or penalty.

SECTION 7. VILLAGES' FAILURE TO PAY.

(a) **Late Charge for Overdue Payments.** If COUNTY has not received a full payment required by Section 4 above, by the end of thirty (30) calendar days after the COUNTY's notice of default, COUNTY may collect a late charge in the amount of Five percent (5%) of the overdue amount of each payment.

(b) **Default.** If VILLAGE defaults by failing to pay in full any required payment and subject to the notice and cure requirements in Section 5, then COUNTY may require immediate payment in full of the principal balance remaining due and all accrued interest. COUNTY may choose not to exercise this option without waiving its rights in the event of any subsequent default.

(c) **Payment of Costs and Expenses.** If COUNTY has required immediate payment in full, as described above, COUNTY may require VILLAGE to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this NOTE to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this NOTE.

SECTION 8. WAIVERS.

Subject to Section 6, VILLAGE and any other person who has obligations under this NOTE waive the rights of presentment and notice of dishonor. "Presentment" means the right to require COUNTY to demand payment of amounts due. "Notice of dishonor" means the right to require COUNTY to give notice to other persons that amounts due have not been paid.

SECTION 9. GIVING OF NOTICES.

Unless applicable law requires a different method, any notice that must be given to VILLAGE under this NOTE will be given by delivering it or by mailing it by first class mail to VILLAGE, Attention Village Clerk with a copy to the Village President, at the property address above or at a different address if VILLAGE have given COUNTY a notice of VILLAGE's different address.

Any notice that must be given to COUNTY under this NOTE will be given by first class mail to COUNTY at the address stated herein or at a different address if VILLAGE is given a notice of that different address. The following are the addresses of the parties for notice purposes:

To VILLAGE: 121 McEvilly Road
Minooka, IL 60447

With a copy to: Christian G. Spesia, Village Attorney
Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435

To COUNTY: 111 W. Fox Street
Yorkville, Illinois 60560

With a copy to: Eric Weis, Kendall County State's Attorney
807 W. John Street
Yorkville, IL 60560

SECTION 10. GOVERNING LAW AND VENUE.

This NOTE shall be construed, interpreted and governed by the Laws of the State of Illinois. VILLAGE agrees that the proper forum for litigation arising out of this contract shall be the Twenty-Third Judicial Circuit, Kendall County, Illinois and hereby waive venue in any other court of competent jurisdiction.

SECTION 11. SEVERABILITY.

If any provision, clause, word or designation of this NOTE is held to be invalid by any court or competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this NOTE and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein. Notwithstanding the foregoing, if a court determines by final order that the amount of the fees or interest payable hereunder exceeds the amount that may be recaptured by the COUNTY under currently existing or subsequently enacted by law, then such amount shall be automatically reduced to such amount as the court then determines would conform to such requirements of law so that the provision establishing the fees and interest payable maybe given force and effect.

BY SIGNING BELOW, VILLAGE accepts and agrees to the terms and covenants contained in this NOTE.

VILLAGE OF MINOOKA, an Illinois Municipal Corporation, by:

_____, its, _____

Attested to by:

_____ (Seal)

I, _____, Notary Public, hereby attest that the following, _____ did hereby appear before me and attach their signatures to this NOTE.

SUBSCRIBED to and SWORN before me this _____ day of _____, 2023.

BY SIGNING BELOW, COUNTY accepts and agrees to the terms and covenants contained in this NOTE.

COUNTY OF KENDALL, ILLINOIS a unit of local government:

Matt Kellogg its, County Board Chairman

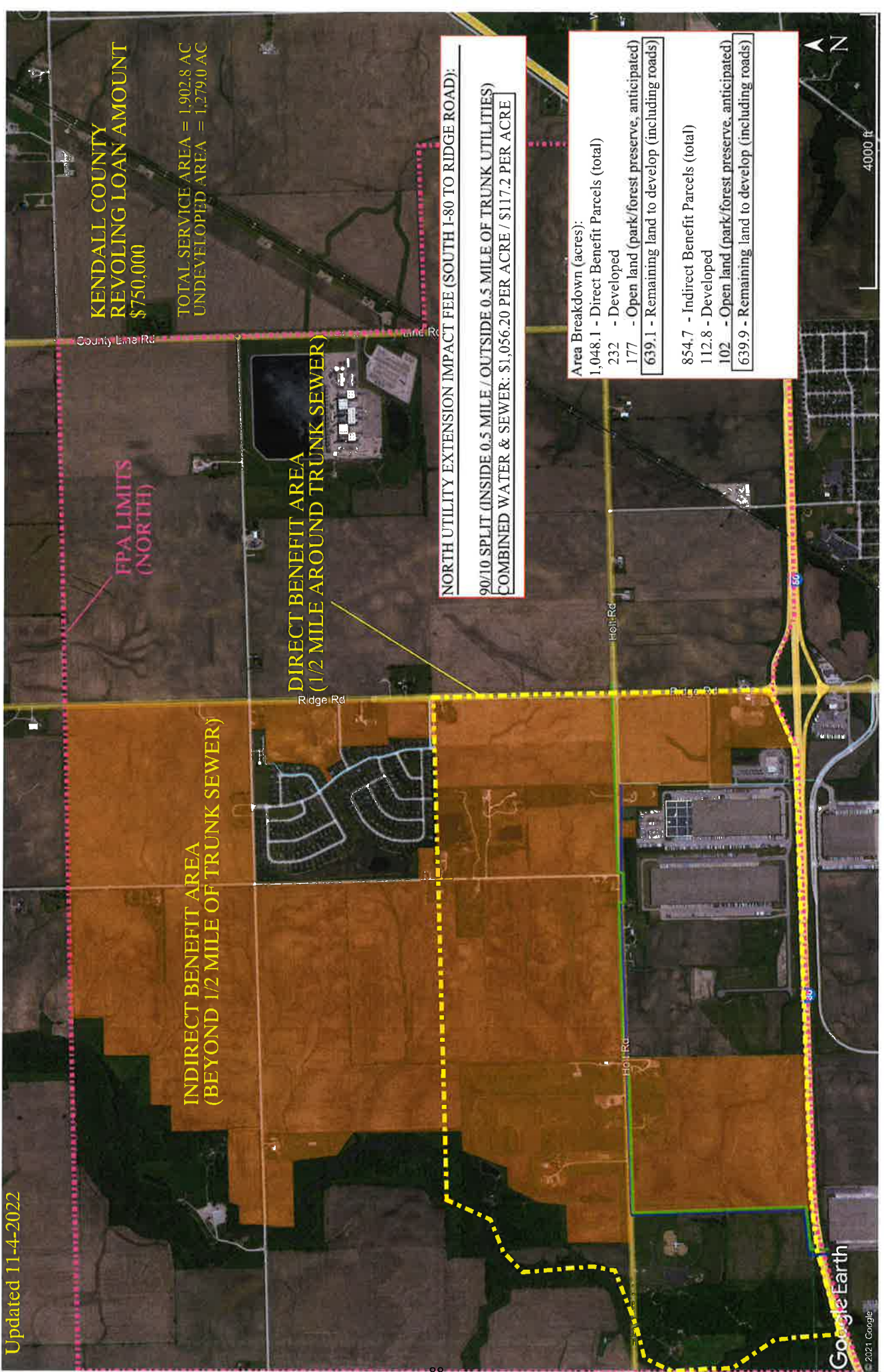
Attested to by:

_____ (Seal)

I, _____, Notary Public, hereby attest that the following,
_____ did hereby appear before me and
attach their signatures to this NOTE.

SUBSCRIBED to and SWORN before me this 7th day of February 2023.

EXHIBIT "A"
DEPICTION OF PROPERTY BEING
DEVELOPED WITH THE IMPROVEMENTS AND ESTIMATED COST



KENDALL COUNTY
REVOLVING LOAN AMOUNT
\$750,000

TOTAL SERVICE AREA = 1,902.8 AC
UNDEVELOPED AREA = 1,279.0 AC

DIRECT BENEFIT AREA
(1/2 MILE AROUND TRUNK SEWER)

NORTH UTILITY EXTENSION IMPACT FEE (SOUTH I-80 TO RIDGE ROAD):
90/10 SPLIT (INSIDE 0.5 MILE / OUTSIDE 0.5 MILE OF TRUNK UTILITIES)
COMBINED WATER & SEWER: \$1,056.20 PER ACRE / \$117.2 PER ACRE

Area Breakdown (acres):	
1,048.1	- Direct Benefit Parcels (total)
232	- Developed
177	- Open land (park/forest preserve, anticipated)
639.1	- Remaining land to develop (including roads)
854.7	- Indirect Benefit Parcels (total)
112.8	- Developed
102	- Open land (park/forest preserve, anticipated)
639.9	- Remaining land to develop (including roads)

EXHIBIT "B"
DESCRIPTION OF BENEFITING PROPERTIES

INDIRECT BENEFIT PARCELS (i.e., outside 1/2 mile of trunk sewer)

PIN	Parcel Type	Acres (Impact)	Acres (Entire Parcel)	Repayment Price
09-26-100-004		5.9		\$689.88
09-26-100-005		144.9		\$16,987.85
09-26-200-001		157.9		\$18,501.24
09-26-200-002		3.4		\$394.98
09-26-300-002		79.5		\$9,319.39
09-26-300-003		1.1		\$127.75
09-26-300-004		80.4		\$9,422.27
09-26-400-002		0.5		\$60.75
09-26-400-003		0.3		\$32.42
09-26-400-004		0.3		\$38.12
09-26-400-006		3.1		\$358.54
09-26-400-007		10.0		\$1,174.05
09-26-400-019		19.7		\$2,311.08
09-26-400-022		0.5		\$62.52
09-26-400-023		7.2		\$839.68
09-26-400-024		0.5		\$58.68
09-27-200-003	Parcel Portion	46.0	49.2	\$5,389.53
09-27-200-006	Parcel Portion	0.8	48.4	\$99.31
09-27-400-002	Parcel Portion	77.9	160.9	\$9,126.31

Area outside 1/2 mile of trunk sewer - 639.9 acres

DIRECT BENEFIT PARCELS (i.e., within 1/2 mile of trunk sewer)

PIN	Parcel Type	Acres (Impact Fee)	Acres (Entire Parcel)	Repayment Price
09-34-200-003	Parcel Portion	5.4	15.2	\$5,691.73
09-34-200-004		13.8		\$14,534.18
09-34-200-006		7.1		\$7,504.10
09-34-200-007		13.8		\$14,533.09
09-34-200-008		19.6		\$20,693.57
09-34-200-009		3.1		\$3,311.44
09-34-200-016		22.5		\$23,805.45
09-34-200-017		2.4		\$2,527.53
09-34-200-018	Parcel Portion	34.0	36.1	\$35,896.78
09-34-400-002		5.0		\$5,330.93
09-34-400-005		107.4		\$113,418.43
09-34-400-007		3.4		\$3,541.84
09-34-400-008		7.0		\$7,377.88
09-34-400-009		4.3		\$4,583.99
09-34-400-010		1.0		\$1,055.68
09-34-400-011		6.0		\$6,389.54
09-35-100-003		4.7		\$4,953.42
09-35-100-008		8.0		\$8,449.56
09-35-100-009		30.8		\$32,497.90
09-35-100-010		1.9		\$1,989.80
09-35-100-012		58.0		\$61,230.62
09-35-100-013		58.4		\$61,703.91
09-35-200-001		19.8		\$20,961.49
09-35-200-002		20.0		\$21,124.22
09-35-200-004		39.9		\$42,111.34
09-35-200-005		78.3		\$82,648.95
09-35-400-002		1.0		\$1,058.15
09-35-400-003		4.0		\$4,216.45
09-35-400-005		20.1		\$21,266.03
09-35-400-008		10.5		\$11,060.45
09-35-400-009		2.1		\$2,175.84
09-35-400-013		18.0		\$19,022.19
09-35-400-014		3.5		\$3,669.63
09-35-400-015		4.5		\$4,702.51

Area within 1/2 mile of trunk sewer - 639.1 acres

**INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES TO BE RENDERED
BY ELEVATION CONSULTING, LLC
FOR KENDALL COUNTY, ILLINOIS**

This Independent Contractor Agreement for Services to be Rendered by Elevation Consulting, LLC for Kendall County, Illinois (“Agreement”) is entered as of February 07, 2023, between Elevation LLC., an Illinois corporation (“Consultant”) and Kendall County, Illinois, a unit of local government (“Kendall County”).

RECITALS

WHEREAS, Consultant is in the business of performing legislative and executive branch representation and consulting services and has expertise in said business; and

WHEREAS, Kendall County desires to engage the services of Consultant more fully described herein; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the promises and conditions contained herein, it is agreed as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing February 7, 2023, and continuing through February 7, 2025 (“Term”), unless terminated sooner as provided herein.
3. **Early Termination:** Except as otherwise set forth in this Agreement, either party shall have the right to terminate this Agreement sixty (60) calendar days after having served written notice upon the other party, except in the event of Consultant’s insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice. The parties shall not be relieved of the duty to perform their obligations up to the effective date of termination.
4. **Scope of Services:** Consultant agrees to perform lobbying and regulatory services before the Illinois General Assembly and the Executive Branch of State Government representing Kendall County. Consultant will provide regular updates and reports as directed to the Kendall County Board Chairman, the Kendall County Board, and the Kendall County Administrator. Consultant has assigned Thomas Cullen and Eric Lane to work with Kendall County to perform the services set forth in this Agreement. Also, Consultant has assigned Debra Lounsberry to prepare legislative tracking reports for Kendall County. In the event that Consultant removes or replaces any of these named individuals from performing the services set forth in this Agreement, Consultant agrees to provide prompt written notice to Kendall County. Kendall County may, from time to time, request changes in the scope of services. However, any such changes, including any increase or decrease

in Consultant's fees, shall be documented by an amendment to this Agreement signed by both Consultant and Kendall County.

5. **Compensation and Payment:**

- a. As compensation for the foregoing services, Kendall County agrees to pay to Consultant a monthly rate of five thousand dollars and zero cents (\$5,000.00) during the term of this Agreement.
- b. All expenses in association with this contract are the sole responsibility of the Consultant except for reasonable travel expenses pre-approved in writing by Kendall County. For purposes of this Agreement, "travel expenses" include the following: overnight travel, room accommodations, and airfare. Such pre-approved, reasonable travel expenses will be billed at cost. Also, Consultant shall be reimbursed for mileage at a rate of 75 cents per mile traveled on behalf of Kendall County, provided such travel is pre-approved in writing by Kendall County.
- c. Consultant shall submit monthly invoices to Kendall County referencing this Agreement with such supporting documentation as may be requested by Kendall County. Upon receipt of the invoice, Kendall County shall issue payment in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). Kendall County shall remit all payments to Elevation Consulting, LLC, 626 Buoy Ct Chatham, Illinois 62629.
- d. In the event of early termination of this Agreement, Kendall County shall only be obligated to pay the fees incurred up to the date of termination. In no event shall Kendall County be liable for any fees and/or costs incurred or services performed by Consultant after the effective date of termination of the Agreement.

6. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by Kendall County for performance under this Agreement, Kendall County shall notify the Consultant and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall Kendall County be liable to Consultant for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

7. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, however, Consultant may not assign or otherwise transfer its rights, obligations or duties under this Agreement without the prior written consent of Kendall County.

8. **Confidentiality and Ownership of Documents.**

- a. **Confidential Information.** In the performance of Services, Consultant may have access to certain information that is not generally known to others (“Confidential Information”). Consultant agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of Kendall County. Consultant shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the services, nor shall Consultant disseminate any information regarding services without the prior written consent of Kendall County. Consultant agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Consultant under this Agreement. The terms of this Paragraph 8(a) shall survive the expiration or termination of this Agreement.
- b. **Ownership.** All records, reports, documents and other materials prepared by Consultant in performance services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of Kendall County. All of the foregoing items shall be delivered to Kendall County upon demand at any time and in any event, shall be promptly delivered to Kendall County upon expiration or termination of this Agreement. In the event any of the above items are lost or damaged while in Consultant’s possession, such items shall be restored or replaced at Consultant’s expense.

9. **Representations and Warranties:** Consultant represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the term of this Agreement:

- a. Consultant will comply with the Illinois Lobbyist Registration Act as well as all other applicable state and federal laws, local ordinances, and applicable state and federal regulations pertaining to the performance of any obligation contained in this Agreement.
- b. Consultant shall secure all such licenses as may be required for its employees and for Consultant to conduct business in the state, municipality, county, and location.
- c. Consultant, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination

in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

- c. Consultant certifies that Consultant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Consultant further certifies by signing the Agreement that Consultant, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity; and that Consultant has not made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
 - d. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Consultant or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Consultant or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3. Also, no payment, gratuity or offer of employment, except as permitted by the State Officials and Employees Ethics Act, was made by or to Consultant in relation to this Agreement or as an inducement for award of this Agreement.
10. **Independent Contractor:** Consultant is and at all times shall be an independent contractor in the performance of this Agreement. Consultant will exercise exclusive control over its employees and shall be solely responsible for the payment of any wages, salaries, benefits, or other remuneration of its employees and for the payment of any payroll taxes, contributions for unemployment insurance, social security, pensions, and annuities, which are imposed as a result of the employment of its employees. Consultant also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Consultant, Consultant's officers, employees and agents and agrees that Kendall County is not responsible for providing insurance coverage for the benefit of Consultant, Consultant's officers, employees and agents.
11. **Insurance.** Consultant will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting

work hereunder, Consultant shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder:

(a) Worker's Compensation and Occupational Disease Disability insurance:

- (i) State: Statutory
- (ii) Applicable Federal (e.g., Longshoremen's): Statutory
- (iii) Employer's Liability:
 - (A) \$500,000 per accident
 - (B) \$500,000 disease, policy limit
 - (C) \$500,000 disease, each employee

(b) If written under Comprehensive General Liability Policy Form –

- (i) Bodily injury: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
- (ii) Property damage: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
- (iii) Bodily injury and property damage combined: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
- (iv) Personal injury: \$2,000,000 aggregate per project
- (v) Professional Liability Insurance with a limit no less than 2,000,000 per occurrence or claim with an aggregate of 2,000,000 per project.

(c) If written under commercial general liability policy form:

- (i) \$2,000,000 general aggregate per project;
- (ii) \$1,000,000 products completed operations aggregate
- (iii) \$1,000,000 personal and advertising injury
- (iv) \$1,000,000 per occurrence
- (v) \$1,000 medical expenses (any one person)

(d) Business automobile liability (including owned, non-owned and hired vehicles):

- (i) Bodily injury and property damage combined: \$1,000,000 per occurrence

(e) Umbrella:

- (i) \$5,000,000 per occurrence
- (ii) \$5,000,000 aggregate

Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to all liability coverage, including workers' compensation, in favor of Kendall County. Also, Kendall County and shall be designated as the certificate holder.

12. **Notice.** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, Attention: Kendall County Clerk and Recorder, 111 W. Fox Street, Yorkville, Illinois 60560, fax (630) 553-4119, with a copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Consultant, Attention: Eric Lane, 626 Buoy Ct Chatham, Illinois 62629.

13. **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.
14. **Authority To Execute Agreement.** Kendall County and Consultant each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
15. **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.
16. **Indemnification.** Consultant shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its past, present, and future board members, elected officials, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, taxes, tax penalties, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Consultant or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Consultant in its performance under this Agreement. 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 Illinois law, 55 ILCS 5/3-9005, any attorney representing Releasees, under this paragraph, must be one that has been approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney. Releasees' participation in their defense shall not remove Consultant'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 indemnification or insurance. Indemnification shall survive the termination of this contract.
17. **Remedies.** In any action with respect to this Agreement, Kendall County and Consultant 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.

18. **Miscellaneous.** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties. No amendments to this Agreement may be made except in writing and signed by both parties. Kendall County and/or Consultant'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.

19. This agreement shall become binding only after it has been signed by both parties.

Date: _____

ELEVATION CONSULTING LLC

BY _____
Eric Lane, President

Date: _____

KENDALL COUNTY, ILLINOIS

BY _____
Matt Kellogg, Kendall County Board Chairman

Attested by: _____
Debbie Gillette, Kendall County Clerk