



**Kendall County Board Agenda**  
**Adjourned September Meeting**  
**Kendall County Office Building, 111 W. Fox Street**  
**County Board Room 209, Yorkville, IL 60560**  
**Tuesday February 20, 2024, at 9:00 AM**

1. Call to Order
2. Pledge of Allegiance
3. Invocation  
    Todd Beery- Prison Ministry
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
8. Public Comment
9. Consent Agenda
  - A. Approval of County Board Meeting Minutes from January 16, 2024
  - B. Approval of Standing Committee Minutes
  - C. Approval of Claims in an amount not to exceed \$2,458,481.94
  - D. Approval of Resolution Regarding Kendall County Wellness Program Guidelines
  - E. Approval of Revised Section 8.7 Victims' Economic Security and Safety Act Policy
  - F. Approval of New Section 5.14 Employee Handbook Confined Spaces Policy
  - G. Approval of New Section Employee Handbook 8.13 Blood and Organ Donor Leave Policy
  - H. Approval of Deputy Director Job Description (EMA Department)
  - I. Approval of Revised Kendall County Organizational Chart and Headcount
  - J. Approve Chicago HIDTA Deconfliction Analyst Contract with Kendall County as the Fiduciary Agent effective March 3, 2024 through March 2, 2026, in the annual amount of \$82,482.00 with an annual increase as set by congress for cost of living.
  - K. Approve Chicago HIDTA Deconfliction Analyst Contract with Kendall County as the Fiduciary Agent effective March 3, 2024 through March 2, 2026, in the annual amount of \$82,482.00 with an annual increase as set by congress for cost of living.
  - L. Approval of the Purchase of a Bradford Systems Fixed Shelving and Mail Sorter Purchases via the Sourcewell Co-Op Contract Number 121919-KII for \$60,825.
  - M. Approval of the Purchase of a Nutanix Node and associated hardware and licenses from Presidio in the amount of \$53,771.15
  - N. Approval of Ordinance for a 5-year lease agreement with the Workforce Development Division
  - O. Approval of Ordinance for a 5-year lease agreement with Kendall Housing Authority
  - P. Approval of Contingency Reduction No. 5 - Omega Plumbing; \$144,702 (\$2,202 increase) CSN Electric \$998,633 (\$88,852, \$9,808 & \$1,851 increases)
  - Q. Approval of Phase 1 Office, Lobby and Training Furniture procurement via the TIPS government Co-Op Contract Number 210305 at a cost not-to-exceed \$310,648.
  - R. Approval of Intergovernmental agreement for the dedication of Kendall County Transportation Alternatives Program ("KC-TAP") funding and authorizations to the Kendall County Forest Preserve District to construct the Hoover-Fox River Bluffs Forest Preserves Connecting Trail (2024)
  - S. Approval of Resolution for Maintenance Under the Illinois Highway Code appropriating \$1,750,000 from the Motor Fuel Tax Fund of Kendall County
  - T. Approval of Preliminary Engineering Services Agreement between Kendall County and Willett Hofmann & Associates, Inc. in an amount not to exceed \$48,875 for the inspection of county bridges in 2024 and 2025
  - U. Approval of the low bid from Gjovik Ford in the amount of \$233,938.18 for 4 pickup trucks and miscellaneous equipment
  - V. Approval of Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for Water Lily Solar Project, LLC
  - W. Approval of Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for Lantana Solar Project, LLC

- X. Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois
  - Y. Approval of Petition 23 – 32, a Request from Alan Drake on Behalf of Grainco FS, Inc (Property Owner) and Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC (Contract Purchaser) to Amend to the Future Land Use Map in the Land Resource Management Plan Reclassifying the Subject Parcels from Transportation Corridor to Mixed Use Business. (8115 Route 47, Yorkville, in Kendall Township, PINs 05-09-300-006, 05-09-300-007, 05-16-100-003, 05-16-100-004, and 05-16-100-020)
  - Z. Approval of Petition 23 – 33, a Request from Alan Drake on Behalf of Grainco FS, Inc (Property Owner) and Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC (Contract Purchaser) for Map Amendment Rezoning the Subject Parcels from A-1 Agricultural District and A-1 Agricultural with Special Use Permits to M-1 Limited Manufacturing District. (8115 Route 47, Yorkville, in Kendall Township, PINs 05-09-300-006, 05-09-300-007, 05-16-100-003, 05-16-100-004, and 05-16-100-020)
10. Old Business
11. New Business
12. Elected Officials and Department Reports
- A. Sheriff (Report included in packet)
  - B. County Clerk and Recorder (Report included in packet)
  - C. Treasurer
  - D. Clerk of the Court
  - E. State’s Attorney
  - F. Coroner (Report included in packet)
  - G. Health Department
  - H. Supervisor of Assessments
  - I. Regional Office of Education
  - J. EMA (Report included in packet)
  - K. VAC
13. Standing Committee Reports
- a. Highway
    - 1. Approval of Preliminary Engineering Services Agreement between Kendall County and Hutchison Engineering, Inc. in the amount of \$1,620,000 for Phase 2 Engineering on Ridge Road Reconstruction from Holt Road to Black Road
    - 2. Approval of Agreement between Kendall County and Mathewson Right-of-Way Company for right-of-way consulting services on Ridge Road in an amount not to exceed \$360,000
14. Special Committee Reports
15. Liaison Reports
16. Other Business
17. Chairman’s Report

#### **Appointments**

- Mike Nadeau - Little Rock-Fox Fire District - 3 year term - February 2027
  - Mike Homerding - Farmland Review Committee - No term limit
  - Melinda Tejada – 708 Mental Health Board – 4 year term – February 2028
  - Pam Ely – 708 Mental Health Board – 4 year term – February 2028
  - Seth Wormley – Connect Kendall County Commission –Term to Expire November 2024
18. Public Comment
19. Questions from the press
20. Executive Session
21. Adjournment

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

**KENDALL COUNTY BOARD  
ADJOURNED SEPTEMBER MEETING  
January 16, 2024**

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 16, 2024, at 9:05 a.m. The Clerk called the roll. Members present: Matt Kellogg, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, and Brooke Shanley (9:11 a.m.). Member(s) absent: Zach Bachmann and Seth Wormley.

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

**PLEDGE OF ALLEGIANCE**

Chairman Kellogg led the Pledge of Allegiance.

**INVOCATION**

Vern Fatima gave the invocation.

**THE AGENDA**

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

**PUBLIC COMMENT**

Margaret Sheehan spoke about elections.

**CONSENT AGENDA**

Member DeBolt moved to approve the consent agenda.

- A. Approval of County Board Minutes from December 5, 2023, and December 19, 2023
- B. Approval of Standing Committee Minutes
- C. Approval of Claims in an amount not to exceed \$ 2,212,152.42 from 12/30/23 and \$2,244,548.87 from 1/15/2024
- D. Approval of Kendall Area Transit IL Downstate Operating Assistance (DOAP) Grant Financial Report June 30, 2023
- E. Approval of Kendall Area Transit Section 5311 Grant Financial Report June 30, 2023
- F. Approval of Kendall Area Transit Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Financial Report June 30, 2023
- G. Approval of Resolution Providing for Spring Road Posting of Certain County Highways
- H. Approval of an Intergovernmental Agreement Between the State of Illinois, Illinois Emergency Management Agency, and County of Kendall
- I. Approval of Petition 23-31, A Request from Jorge A. and Hilda G. Montes of a Plat of Vacation of Two Five Foot Drainage and Utility Easements on the Common Boundary Line of Lots 27 and 28 in Grove Estates Subdivision More Commonly Known as 7216 and 7180 Roberts Court, Oswego and Identified by Parcel Identification Numbers 06-08-101-013 and 06-08-101-014 in Na-Au-Say Township; Properties are Zoned RPD-2
- J. Approval of a Contract for Engineering Review, Inspection and Consultation Services with WBK Engineering, LLC, for a Period of Two Years with Optional Subsequent One Year Renewal Periods, Including Increasing the Initial Required Stormwater Escrow Deposit from \$1,200 to \$2,500
- K. Approve Chicago HIDTA Finance Specialist Contract with Kendall County as the Fiduciary Agent effective February 1, 2024, through February 2, 2026, in the annual amount of \$74,746.00 with an annual increase as set by congress for cost of living.
- L. Approve Chicago HIDTA Finance Specialist Contract with Kendall County as the Fiduciary Agent effective February 1, 2024, through February 2, 2026, in the annual amount of \$74,746.00 with an annual increase as set by congress for cost of living.
- M. Approval of Purchase of Personal Related Property Related to the Acquisition of 101 W. Fox St., Yorkville
- N. Approval of Contingency Reduction No. 4 – Lite Construction: \$2,141,504 (\$1,596 increase) Plainfield Grading \$612,412 (\$13,463 + \$98,573 increases) Midwestern Concrete: \$32,000 (\$32,000 increase)

Member Peterson seconded the motion. Chairman DeBolt asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

**C) COMBINED CLAIMS:** ADMIN \$6,438.27; ANML CNTRL WRDN \$4,250.64; ASSESS \$407.15; CIR CLK \$16,729.02; CIR CRT JDG \$4,572.98; CRNR \$911.00; CORR \$1,922.19; CNTY ADMIN \$73.50; CNTY BRD \$1,080,995.25; CNTY CLK \$130.67; HIGHWY \$440,122.13; CNTY TRSR \$5,775.88; ELECTION \$2,467.11; EMA \$395.20; FCLT MGMT \$6,411.86; GIS COORD \$42.27; HLTH & HMN SRV \$139,742.65; HR \$42.27; JURY \$318.79; PBZ PLNNR \$2,731.60; PBZ \$259.17; PRSDNG JDG \$1,869.60; PROB SPVSR \$1,145.69; PUB DEF \$1,227.40; ROE \$7,316.58; SHRF \$7,234.82; ST ATTY \$40,875.12; TECH \$15,382.55; UTIL \$46,604.82; VET \$3,274.00; FP \$22,339.75; SHF \$13,423.24; SHF \$35,907.41; CVL \$300,811.84

**COMBINED CLAIMS:** ADMIN \$142.94; ANML CNTRL WRDN \$4,829.23; ASSESS \$42.78; CIR CLK \$5,626.29; CIR CRT JDG \$9,197.40; CMB CRT SERVS \$13,165.70; CRNR \$4,107.96; CORR \$47,218.77; CNTY ADMIN \$209,991.46; CNTY BRD \$700,976.91; CNTY CLK \$55,861.28; HIGHWY \$125,078.63; CNTY TRSR \$3,195.78; ELECTION \$6,172.52; EMA DIR \$5,084.31; EMA \$892.59; FCLT MGMT \$41,715.20; GIS COORD \$593.98; HLTH & HMN SRV \$174,727.12; JURY \$300.34; MRT COM \$1,375.00; PBZ \$1,446.65; PSTG \$60,000.00; PRSDNG JDG \$10,356.00; PROB SPVSR \$8,078.60; ROE \$7,316.58; SHRF \$61,990.37; ST ATTY \$2,201.52; TECH \$8,091.89; TREAS \$156.37; UTIL \$28,161.17; VET \$952.02; FP \$7,918.85; SHF \$44,221.11; SHF \$62,683.88; CVL \$52,719.88; CVL \$475,360.71; JRY \$2,597.08

**G)** A complete copy of Resolution 24-01 is available in the Office of the County Clerk.

**I)** A complete copy of Ordinance 24-01 is available in the Office of the County Clerk.

**J)** A complete copy of IGAM 24-01 is available in the Office of the County Clerk.

## ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

### Sheriff

Sheriff Baird presented the annual report. Under Sheriff Richardson spoke about the extreme weather and the help they provided.

### County Clerk & Recorder

Revenue Report		12/1/23-12/31/23	12/1/22-12/31/22	12/1/21-12/31/21
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$473.00	\$536.00	\$1,068.50
MARFEE	County Clerk Fees - Marriage License	\$780.00	\$810.00	\$720.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$30.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$45.00	\$30.00	\$35.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,288.00	\$1,766.00	\$1,418.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$325.00
MISINC	County Clerk Fees - Misc	\$7.00	\$25.00	\$44.00
	County Clerk Fees - Misc Total	\$2,593.00	\$3,197.00	\$3,610.50
RECFEE	County Clerk Fees - Recording	\$17,274.00	\$19,275.00	\$37,059.00
	Total County Clerk Fees	\$19,867.00	\$22,472.00	\$40,669.50
CTYREV	County Revenue	\$35,219.25	\$44,217.00	\$57,279.50
DCSTOR	Doc Storage	\$10,080.00	\$11,219.00	\$21,741.50
GISMAP	GIS Mapping	\$32,012.00	\$35,610.00	\$68,910.00
GISRCD	GIS Recording	\$2,134.00	\$2,374.00	\$4,594.00
INTRST	Interest	\$118.66	\$134.22	\$42.41
RECMIS	Recorder's Misc	\$251.50	\$683.50	\$9,124.25
RHSP	RHSP/Housing Surcharge	\$17,028.00	\$9,648.00	\$19,233.00
TAXCRT	Tax Certificate Fee	\$2,000.00	\$1,640.00	\$1,960.00
TAXFEE	Tax Sale Fees	\$5.00	\$25.00	\$501.10
PSTFEE	Postage Fees	\$28.95	\$0.00	\$344.51



CK #				
19794	To KC Treasurer	\$118,744.36	\$128,022.72	\$224,399.77

County Clerk Debbie Gillette presented the annual report.

#### State's Attorney

State's Attorney Eric Weis presented the annual report.

#### Coroner

Chief Deputy Coroner Levi Gotte reviewed the report in the packet.

#### Health Department

Director, RaeAnn VanGundy spoke about the tracking of mental health patients and presented statistics on the number of people waiting for inpatient beds – those in jail and those out of custody, wait time for beds, and those unfit to stand trial.

#### Supervisor of Assessment

Andy Nicoletti reported that new construction is \$94,600,805, an increase of \$13,000,000. CPI for next year is set at 3.5%.

#### EMA

Roger Bonuchi spoke about the IEMA grant, eclipse planning with the state and weather spotter class.

### STANDING COMMITTEE REPORTS

#### Finance

##### Case Management Software

Member Peterson moved to approve the Case Management Software and Digital Evidence Storage. Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 24-02 is available in the Office of the County Clerk.

#### Highway

##### Traffic Signal

Member Koukol moved to approve the Intergovernmental Agreement between Kendall County, the Village of Oswego, and Oswegoland Park District relating to the installation of traffic signals at Plainfield Road and Woolley Road, Section 23-00172-00-TL. Member Shanley seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 24-03 is available in the Office of the County Clerk.

##### Snow Fighter Package

Member DeBolt moved to approve Bonnell Industries, Inc. Complete Snow Fighter Package "Standard Level" Tandem Axle Class in the amount of \$135,433.67 for 2024 truck and \$141,545.72 for 2025 truck. Member Flowers seconded the motion.

Highway Engineer Fran Klaas explained that this is for everything that gets added to the trucks. We need to get this in the queue in order to get it done when the vehicles arrive.

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

### CHAIRMAN'S REPORT

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

### APPOINTMENT(S)

Bobby J. Richardson (remaining term of Jim Jensen) - Board of Health - March 2024  
Darin Peterson (Primary) - KenCom Executive Board (Bristol Kendall Fire District)  
Jeremy Messersmith (Alternate) - KenCom Executive Board (Bristol Kendall Fire District)  
Josh Flanders (Primary) – KenCom Executive Board (Oswego Fire District)  
Cliff Fox - Zoning Board of Appeals (Kendall) - 5-year term -January 2029  
Tom Fletcher - Lisbon-Seward Fire District - April 2025

#### ADJOURNMENT

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

Approved and submitted this 24th day of January 2024.  
Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS**  
**ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE**  
**Meeting Minutes for Wednesday December 20,2023 at 5:30 p.m.**

**Call to Order** The meeting was called to order by Committee Chair Elizabeth Flowers at 5:31 p.m.

**Roll Call**

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Here		
Scott Gengler	Here		
Dan Koukol	Here		
Brooke Shanley	absent	5:33 p.m.	
Seth Wormley	Here		

**With four (4) members present a quorum was established at 5:31 p.m.**

**Staff Present:** Christina Burns, Latreese Caldwell, Taylor Cosgrove, Brianna Falk, Roger Bonuchi, Todd Volker

**Approval of Agenda** – Member Gengler made a motion to approve the agenda, second by Member Koukol.  
**With four (4) members voting aye, the motion was carried by a vote of 4-0.**

**Committee Reports and Updates**

- A. Animal Control Department Update** – Director of Animal Control Taylor Cosgrove briefed the committee and included her reports in the packet provided. She noted that the average length of stay has decreased over last year, and that they have been successful in moving both dogs and cats to homes and into rescues. It was noted that the intake of animals brought in as owner surrenders has increased over the last fiscal year. Ms. Cosgrove also brought to the committee’s attention changes made to the AC adoption contract (pages 9-11). They revised to reflect current SOP’s that allow for cat surrenders with Animal Control.
- B. Emergency Management Agency Update** – Director of EMA Roger Bonuchi included his November updates in the packet provided. EMA is currently working on the Hazard Mitigation Plan, and he will brief the committee later in this meeting.
- C. Revolving Loan Status Update-** Deputy County Administrator Latreese Caldwell updated the committee on the revolving loan status. All loans except Lucky’s Beef N Dogs are current in their payments. Lucky’s Beef N Dogs is in arrears and the demand letter has been sent to owners. At this time there has been no response from the owners.

**New Committee Business**

**A. Discussion and Approval of Kendall Area Transit IL Downstate Operating Assistance (DOAP) Grant Financial Report June 30, 2023**

Deputy Administrator Latreese Calwell directed the committee to page 19 of the packet. The State’s Transit Grant fiscal year runs from July 1, 2022 – June 30, 2023. Mack & Associates audited the financial statements and in their opinion, the Illinois Downstate Operating Assistance Program (DOAP) Agreement Annual Financial Report presents fairly, in all material respects, the revenues and expenses of the Illinois Downstate Operation Assistance Program Agreement of the County of Kendall, Illinois, for the year ended June 30, 2023, in accordance with the financial reposting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation.

Member Gengler made a motion to forward the Approval of Kendall Area Transit IL Downstate Operating Assistance (DOAP) Grant Financial Report June 30, 2023 to the January 16, 2024 County Board under consent agenda, second by Member Shanley. **With five (5) members voting aye, the motion was carried by a vote of 5 -0.**

#### **B. Discussion and Approval of Kendall Area Transit Section 5311 Grant Financial Report June 30, 2023**

Deputy Administrator Latreese Caldwell directed the committee to page 32 of the packet for the statements from the audit. Mack & Associates audited the financial statements and in their opinion, the Section 5311 Grant Agreement Annual Financial report presents fairly, in all material respects, the revenues and expenses of the Section 5311 Grant Agreement of the County of Kendall, Illinois for the year ended June 30, 2023, in accordance with the financial reposting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation. Ms. Caldwell noted that all revenue collected as of June 30, 2023. The question was asked if KC is reimbursed for some of the administrative costs for the grant work, Ms. Caldwell said they are able to hold back a percentage for the administrative costs.

Member Shanley made a motion to forward the Approval of Kendall Area Transit Section 5311 Grant Financial Report June 30, 2023 to the January 16, 2024 County Board under consent agenda, second by Member Gengler. **With five (5) members voting aye, the motion was carried by a vote of 5 -0.**

#### **C. Discussion and Approval of Kendall Area Transit Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Financial Report June 30, 2023**

Deputy Administrator Latreese Caldwell explained that this will be the last year for this CARES grant. The Auditor's report can be found on page 43 of the packet. The CARES Grant Financial Report presents fairly, in all material respects, the revenues and expenses of the Kendall Area Transit Coronavirus Aid, Relief, and Economic Security Act (CARES) of the County of Kendall, Illinois for the year ended June 30, 2023, in accordance with the financial reposting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation. The financial reports can be found on pages 46-50 of the packet.

Member Koukol made a motion to forward the Approval of Kendall Area Transit Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Financial Report June 30, 2023 to the January 16, 2024 County Board under consent agenda, second by Member Shanley. **With five (5) members voting aye, the motion was carried by a vote of 5 -0.**

#### **D. Discussion and Approval of Hazard Mitigation Plan**

Director of EMA Roger Bonuchi briefed the committee and directed them to pages 51-58 of the packet. Kendall County EMA has been working with American Environmental, IEMA, and FEMA since November 2022 on an update of the County's Hazard Mitigation Plan. A number of municipalities and other entities within Kendall County are also participants. EMA is moving toward the last step of the plan update process that will include requesting that the County Board adopt the Plan. Adoption will ensure that the County is eligible to apply for mitigation project funding from FEMA/IEMA in the future. The next step is to hold a Town Hall meeting on February 20, 2024 to solicit comments from the public, comment period will be open until March 20, 2024. This plan will then be forwarded to FEMA/IEMA for their approval process and then brought back to the County Board. HMP are to be updated every five years.

Member Wormley made a motion to forward the Hazard Mitigation Plan to County Board, second by Member Gengler. **With five (5) members voting aye, the motion was carried by a vote of 5 -0.**

## **Old Committee Business –**

### **A. Discussion and Approval of Animal Control Volunteer Waiver Form**

Director of Animal Control Taylor Cosgrove directed the committee to page 12 of the packet for the Animal Control Volunteer Waiver form. The form has been updated to include the consent to record and photograph and the use of images in marketing and social media. The updated form will also include the employee volunteer addendum that resolves any prior legal issues of county employees volunteering at Animal Control. This form was drafted by HR Director Leslie Johnson and was also sent to the State's Attorney's Office for review per Ms. Cosgrove. A question was asked about the inmate volunteer program, and Ms. Cosgrove indicated that this will be starting again soon.

Member Shanley made a motion to approve the Animal Control Volunteer Waiver Form, second by Member Gengler. **With five (5) members voting aye, the motion was carried by a vote of 5 -0.**

**Chairman's Report** – Chair Flowers invited Economic Development Coordinator Todd Volker to give an update to the committee. He is working on getting current with all the business listings in Kendall County. Working on setting up a monthly business meeting with small business owners in conjunction with Waubensee. Working on survey and focus groups to get a pulse of what is going on in Kendall County. Member Koukol, Todd Volker and Brian Holdiman will be doing an industrial tour in the New Year. Mr. Volker is also working on a business retention survey.

**Public Comment** – none

**Questions for the Media** – none

**Executive Session** – none

**Items for the Committee of the Whole Meeting** – none

### **Action Items for County Board**

- Kendall Area Transit IL Downstate Operating Assistance (DOAP) Grant Financial Report June 30, 2023
- Kendall Area Transit Section 5311 Grant Financial Report June 30, 2023
- Kendall Area Transit Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Financial Report June 30, 2023

**Adjournment** – Member Gengler made a motion to adjourn, second by Member Shanley. **With five (5) members present in agreement; the meeting was adjourned at 6:09 p.m.**

Respectfully submitted,  
Sally A. Seeger  
Administrative Assistant



**COUNTY OF KENDALL, ILLINOIS  
SPECIAL COMMITTEE OF THE WHOLE  
Thursday, January 25, 2024 at 4:00 PM  
Meeting Minutes**

**Call to Order and Pledge of Allegiance** - The Committee of the Whole meeting was called to order at 4:04 p.m. by County Board Chairman Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

**Roll Call**

Board Member	Status	Arrived	Left Meeting
Matt Kellogg	Here		
Scott Gengler	Here		
Zach Bachmann	Here		
Brian DeBolt	Here		
Elizabeth Flowers	Absent		
Dan Koukol	Here		
Jason Peterson	Here		
Ruben Rodriguez	Here		
Brooke Shanley	Here		
Seth Wormley	Here		

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

**Staff Present:** Christina Burns, Latreese Caldwell, Jennifer Karales, Meagan Briganti, Dan Polvere

**Others Present:** Jim Cannon

**Approval of Agenda** – Member DeBolt made a motion to approve the agenda, second by Member Peterson. **With nine (9) members present voting aye, the motion carried by a vote of 9 - 0.**

**Approval of Minutes-** Member Rodriguez made a motion to approve the January 11, 2024 Committee of the Whole minutes, second by Member Gengler. **With nine (9) members present voting aye, the motion carried by a vote of 9 -0.**

**New Committee Business**

**A. Connect Kendall County Broadband Update**

Board Member and Chair of the Connect Kendall County Commission Zach Bachmann gave a brief update on where the project stands with the Illinois Broadband office. Grant applications have been submitted and are being reviewed. The Illinois Broadband Office is asking for some clarifications on the grant. The CKCC will not receive the full amount of funds they requested. The CKCC is preparing to apply for the next round of grants available through the BEAD program.

Mr. Bachmann introduced CEO Jim Cannon of Pivot-Tech Development Inc. who presented an update on the Kendall County Broadband project. Pivot-Tech designs broadband systems. . Pivot-Tech believes in a

private/public partnership model where the County owns the asset at the end of the concession agreement. Pivot-Tech puts together the financing on the private equity side, designs the project, and brings financial partners to the table.. The original project, proposed to the state, was 5 middle mile rings.. The state asked that they cut them back and focus on two rings; Ring 1 and Ring 3. Ring 1 is important as it includes the most anchor tenants for private equity investors to achieve an expected rate of return. Ring 3 is important to the state because there is a significant number of unserved and under-served addresses, approximately 3600 addresses in this area.

County Administrator Christina Burns addressed the committee to let them know there are a lot of different people at the table with a lot of different interests in the project. The work that Pivot-Tech and the CKCC have done is trying to navigate all the interests and providing what is best for the community as a whole. She stated that there will be Federal funding coming to support the expansion of broadband particularly into those under-served communities. Open housing meetings were held this past week to engage stakeholders in the project. A question was asked how the rings were determined? The answer was: the cost as every mile of fiber is very expensive, it is what can be supported by revenue. Fixed wireless may be supplemented to areas that will not have fiber. Rings may change due to existing towers, topography, and railroad crossings. A question was asked if any revenue will come back to the county? Mr. Canon answered Yes it will. A minimum of 8% return is expected for the investors, anything past 15% will be split with the county. Mr. Bachmann stated that next year the State of Illinois will receive one billion dollars for broadband expansion, and he feels that the County will be competitive in that application. The project could move quickly, and the project could mobilize in the late summer, if grant funding is received. Chairman Kellogg thanked Christina Burns, Zach Bachmann, and Meagan Briganti and GIS staff and Jim Cannon for all the work they have put into this project so far.

**Old Committee Business- None**

**Department Head and Elected Officials Reports – None**

**Public Comment –None**

**Questions from the Media – None**

**Chairman's Report** – Oswego hosted a Legislative Round Table on January 25<sup>th</sup>, each taxing body got to present to the group what their needs/priorities are. Mr. Kellogg brought to their attention the long term project of Ridge Road, Broadband project, Public Safety expansion, and the Forest Preserve Sales Tax Referendum. Chili cook-off being held in the COB on Jan. 26, 2024.

**Action Items for County Board – None**

**Executive Session- None**

**Adjournment** – Member Bachmann made a motion to adjourn the meeting, second by Member Shanley. **With nine (9) members present voting aye, the meeting adjourned at 4:45 p.m.**

Respectfully Submitted,  
Sally A. Seeger  
Administrative Assistant



**COUNTY OF KENDALL, ILLINOIS  
SPECIAL COMMITTEE OF THE WHOLE  
Saturday, January 27, 2024, 9:30 a.m.  
Northern Illinois Food Bank  
Geneva, IL  
Meeting Minutes**

**Call to Order** - The Committee of the Whole meeting was called to order at 9:40 a.m. by County Board Vice Chairman Scott Gengler.

**Roll Call**

Board Member	Status	Arrived	Left Meeting
Matt Kellogg			
Scott Gengler	X		
Zach Bachmann	X		
Brian DeBolt			
Elizabeth Flowers	X		
Dan Koukol			
Jason Peterson			
Ruben Rodriguez	X		
Brooke Shanley	X		
Seth Wormley	X		

With six members present a quorum was established.

**Staff Present:** Christina Burns, County Administrator

**Others Present:** Corey Incandela, Communications and Advocacy Specialist with the Northern Illinois Food Bank, and Hester Bury, Development Officer at Northern Illinois Food Bank.

**Approval of Agenda** – Member Wormley made a motion to amend the agenda, seconded by Member Rodriguez. **With six members present voting aye, the motion was carried by a vote of 6-0.**

**New Committee Business –**

- A. Northern Illinois Food Bank Tour:** Mr. Incandela and Ms. Bury welcomed Kendall County Board members to the Northern Illinois Food Bank. They provided an overview of the food bank's operations and service area. NIFB serves 13 counties in Illinois, including Kendall County where it hosts mobile markets and distributes food to the Kendall County Community Food Pantry. Mr. Incandela and Ms. Bury gave the Board members a tour of



the facility, including viewing their meeting spaces, demonstration kitchen, operations and storage areas. They highlighted the My Pantry Express, which delivers donation requests via DoorDash. My Pantry Express currently completes approximately 500 deliveries per week. Food received at the NIFB is received through retail store partnerships, purchased from local farms and through the federal programs. NFIB has saw an increase in need during COVID-19, with need remaining high since that time. While donations increased during COVID-19, they have since decreased.

**Old Committee Business-** None.

**Department Head and Elected Officials Reports** – Member Rodriguez recognized the staff chili contest winners, representing several departments across the County.

**Public Comment** – None.

**Questions from the Media** – None.

**Chairman's Report** – None.

**Action Items for County Board** – None.

**Executive Session** – None.

**Adjournment** – Member Shanley made a motion to adjourn the meeting, seconded by Member Rodriguez. **With six members present voting aye, the meeting adjourned at 10:20 a.m.**

Respectfully Submitted,

Christina Burns  
County Administrator

## HIGHWAY COMMITTEE MINUTES

**DATE:** February 13, 2024  
**LOCATION:** Kendall County Highway Department  
**MEMBERS PRESENT:** Zach Bachmann, Dan Koukol, Brian DeBolt, and Scott Gengler  
**STAFF PRESENT:** Michele Riley, John Burscheid, and Francis Klaas  
**ALSO PRESENT:** Jeremy Hudek

The committee meeting convened at 3:33 P.M. with roll call of committee members. Rodriguez absent. Quorum established.

Motion DeBolt; second Koukol to approve the agenda as presented. Motion approved unanimously.

Motion DeBolt; second Gengler, to approve the Highway Committee minutes from January 9, 2024. Motion approved unanimously.

Motion DeBolt; second Koukol, to recommend approval of an intergovernmental agreement for the dedication of Kendall County Transportation Alternatives Program ("KC-TAP") funding and authorizations to the Kendall County Forest Preserve District to construct the Hoover-Fox River Bluffs Forest Preserves Connecting Trail (2024). Chairman Bachmann noted that the committee had discussed this on multiple occasions and should be ready to move forward to county board. Klaas added that the Forest Preserve was moving simultaneously to take the IGA to the board next Tuesday. Motion approved unanimously.

Motion Gengler; second DeBolt, to recommend approval of a Resolution for Maintenance Under the Illinois Highway Code appropriating \$1,750,000 from the Motor Fuel Tax Fund of Kendall County. DeBolt asked if the projects funded by this resolution were listed in the 5-Year Plan. Klaas stated that they were not specifically listed, but were included as a placeholder in each year of the 5-Year Plan and labeled as HMA resurfacing. Gengler asked what the specific projects were for 2024. Klaas stated that they included resurfacing of Ridge Road from Wheeler Road to Ill. Rte. 126, Fox River Drive from Newark to Millington, and Cannonball Trail from Ill. Rte. 47 to BNSF Railroad. Motion approved unanimously.

Motion Koukol; second DeBolt, to recommend approval of a Preliminary Engineering Services Agreement between Kendall County and Hutchison Engineering, Inc. in the amount of \$1,620,000 for Phase 2 Engineering on Ridge Road Reconstruction from Holt Road to Black Road. Koukol thought that the cost for Phase 2 Engineering seemed a bit high. Klaas indicated that, in relative terms, the fee was fairly inexpensive. He compared the cost for Ridge Road to Phase 2 costs for Eldamain Road... Ridge being significantly cheaper. Bachmann noted that the Phase 2 Engineering costs amounted to about 5.5% of the estimated construction cost. This cost is very competitive compared to other projects. After further consideration, the motion was approved unanimously.

Motion DeBolt; second Gengler, to recommend approval of agreement between Kendall County and Mathewson Right-of-Way Company for right-of-way consulting services on Ridge Road in

an amount not to exceed \$360,000. Bachmann stated that it would be very desirable to get an agreement in place for land acquisition, so that the County could begin these efforts as soon as IDOT approves the Project Development Report. Klaas stated that, because of the federal funds in the construction of this project, the County must follow all rules and regulations contained in the Federal Uniform Manual for Land Acquisition. This means that every parcel of land acquired will have to be appraised by a State-certified appraiser. There must also be a review appraisal by a State-certified appraiser. The agreement includes all negotiations, recording fees, and certification by Illinois Department of Transportation. Koukol asked how many parcels were needed on the project. Klaas said that he was estimating 40 parcels would be needed. Motion approved unanimously.

Motion DeBolt; second Gengler, to recommend approval of a Preliminary Engineering Services Agreement between Kendall County and Willett Hofmann & Associates, Inc. in an amount not to exceed \$48,875 for the inspection of county bridges in 2024 and 2025. Chairman Bachmann noted that the bridge inspections are required by the National Bridge Inspection System (NBIS), no one at the Kendall County Highway Department is qualified to perform the inspections, and Willett Hofmann & Associates has been performing these inspections for Kendall County for quite a few years. Motion approved unanimously.

Motion Gengler; second DeBolt, to approve the low bid from Gjovik Ford in the amount of \$233,938.18 for 4 pickup trucks and miscellaneous equipment. Koukol thought that this was a very good price for 4 pickups, considering the cost for pickups these days. He also asked if there were other bids. Klaas stated that a notice was published and competitively bid, but there were no other bids received besides Gjovik's. Koukol also asked how long it would take to get the pickups. Klaas thought it would be 3 to 4 months. DeBolt asked what would happen with the old pickups that the Highway Department was liquidating. Klaas indicated that they were currently programmed to go to the Facilities Management Department. Motion approved unanimously.

Motion DeBolt; second Koukol, to recommend approval of an Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for Water Lily Solar Project, LLC. Klaas described the project related to the requested variance. It is for construction of a solar field near the corner of Ridge Road and Wildy Road in the corporate limits of the Village of Minooka. The petitioner is requesting a temporary full access to the east side of Ridge Road approximately 950' north of Wildy Road. When the County reconstructs Ridge Road to 4 lanes, it will have a raised center median, which will prohibit any left turns. At that time, the temporary full access will revert to a right in / right out access. Klaas stated that this would be very low impact on Ridge Road and fully supported the temporary full access. Motion approved unanimously.

Motion Koukol; second Gengler, to recommend approval of an Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for Lantana Solar Project, LLC. Klaas indicated that this variance request was almost identical to the previous one. Lantana is immediately north of Water Lily. The requested temporary full access was for the east side of Ridge Road approximately 1,800' north of Wildy Road. The full access would also go away when Ridge Road is reconstructed; and the access would revert to a right in / right out access. DeBolt wondered where these projects would tie into the grid. Klaas stated that the Minooka peaker plant was less than a mile east of these projects, so they could tie into the grid easily. Klaas also noted that there was an L-shaped parcel at the corner of Ridge & Wildy that is being

reserved for commercial purposes and was going to be controlled by the Village of Minooka. DeBolt asked Klaas to remind the Village that they would not be allowed to have full access to Ridge Road so close to Wildy Road. Klaas thought that there would be right in / right out on Ridge Road to the Village parcel and a full access on Wildy Road. He will coordinate with the Village. Motion approved unanimously.

In regard to paving Pavillion Road for Kendall Township and City of Yorkville, Klaas described how the County has typically repaired routes for other agencies when those routes were used as detour routes for county projects. Pavillion Road was used for a long time as a detour route for Highpoint / Eldamain Road during the construction of Eldamain Road. Klaas stated that there was quite a bit of damage to Pavillion Road during the detour. Emergency patching had to be done on the township's portion. Now that the detour is over, Kendall Township is asking that Pavillion Road be repaired by the County. Klaas thought that the County should repair Pavillion Road by providing a hot mix asphalt resurfacing from Ill. Rte. 71 to a point at the north end of the Township's jurisdiction... a total distance of about  $\frac{3}{4}$  mile with a cost of around \$100,000. He had already talked to the City about the north end of Pavillion Road and the City agreed that it did not need to be repaired. Koukol wondered if the Township would be willing to share in the repair cost. Klaas indicated that he had spoken to the City and they had all their money tied up in other projects this year. Klaas didn't think the County should charge the Township and not the City for the work to be done. Klaas indicated that there was money budgeted in the Transportation Sales Tax Fund for this work; but he wanted to get an indication of whether the Board was in favor of it before he discussed the preparation of an IGA with the State's Attorney Office. He reiterated the fact that this was the same sort of thing that was recently done for Fox Township after the Millington Bridge was completed. The committee members were generally in favor of this work and Bachmann agreed to bring the matter up at the next C.O.W. meeting on Thursday.

Under the Chairman's Report, Bachmann advised the committee that Eldamain Road Extension had been selected as a Public Works Project of the Year in the category Transportation - \$25 million, but less than \$75 million by the APWA, Fox Valley Branch.

In other business, DeBolt asked about the status of the reclamation near the temporary concrete batch plant on the east side of Eldamain Road on Neil Borneman's property. He noted that there was an area that had not been covered with topsoil and landscaped. Klaas was not aware of the status but said he would look into it.

Motion Koukol; second Gengler to forward Highway Department bills for the month of February in the amount of \$127,089.70 to the Finance Committee for approval.

Motion DeBolt; second Koukol to adjourn the meeting at 4:05 PM. Motion carried unanimously.

Respectfully submitted,



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

### **Action Items**

1. Intergovernmental agreement for the dedication of Kendall County Transportation Alternatives Program (“KC-TAP”) funding and authorizations to the Kendall County Forest Preserve District to construct the Hoover-Fox River Bluffs Forest Preserves Connecting Trail (2024)
2. Resolution for Maintenance Under the Illinois Highway Code appropriating \$1,750,000 from the Motor Fuel Tax Fund of Kendall County
3. Preliminary Engineering Services Agreement between Kendall County and Hutchison Engineering, Inc. in the amount of \$1,620,000 for Phase 2 Engineering on Ridge Road Reconstruction from Holt Road to Black Road
4. Agreement between Kendall County and Mathewson Right-of-Way Company for right-of-way consulting services on Ridge Road in an amount not to exceed \$360,000
5. Preliminary Engineering Services Agreement between Kendall County and Willett Hofmann & Associates, Inc. in an amount not to exceed \$48,875 for the inspection of county bridges in 2024 and 2025
6. Approve the low bid from Gjovik Ford in the amount of \$233,938.18 for 4 pickup trucks and miscellaneous equipment
7. Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for Water Lily Solar Project, LLC
8. Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for Lantana Solar Project, LLC



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 2/20/2024  
**Subject:** Resolution Regarding Kendall County Wellness Program Guidelines  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

Review and approval of Resolution.

**Board/Committee Review:**

On 2/5/2024, the Human Resources & Insurance Committee voted to forward this Resolution to the County Board for approval.

**Fiscal impact:**

N/A

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**Background and Discussion:**

Per the HR & Insurance Committee's request, staff prepared the attached Resolution Regarding Kendall County Wellness Program Guidelines. The Wellness Program Guidelines (attached as Exhibit A to the Resolution), require an employee complete their annual wellness screening sometime during the calendar year immediately preceding the applicable plan year for the employee to receive their health insurance premium discount for the applicable plan year.

**Staff Recommendation:**

Approval of the Resolution Regarding Kendall County Wellness Program Guidelines

**Attachments:**

1. Resolution Regarding Kendall County Wellness Program Guidelines.

# COUNTY OF KENDALL, ILLINOIS

## Resolution 24-\_\_\_\_\_

### A RESOLUTION REGARDING KENDALL COUNTY WELLNESS PROGRAM GUIDELINES

**WHEREAS**, Kendall County, Illinois (“County”) is committed to the health and well-being of its employees; and

**WHEREAS**, the County further recognizes that improvements to employee health, achievable through annual health screenings and active workplace health promotion activities can result in better morale, reduced absenteeism, and enhanced productivity and performance; and

**WHEREAS**, as part of the County’s employee wellness initiatives, the Kendall County Board adopts the Kendall County Wellness Program Guidelines attached hereto as Exhibit A; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Kendall County Board as follows:

**SECTION 1: Recitals.** The foregoing recitals are incorporated into and made a part of this Resolution as the findings of the Kendall County Board.

**SECTION 2: Applicability.** The provisions of this Resolution apply only to County employees who are enrolled in a County sponsored health insurance plan.

**SECTION 3: Wellness Program.** The Kendall County Wellness Program attached hereto as Exhibit A is hereby adopted by the Kendall County Board.

**SECTION 4: Conflict.** All resolutions, policies, and procedures in conflict herewith are hereby repealed to the extent of such conflict, and any future changes to preexisting personnel policies subject to this Resolution are hereby authorized to be done by motion or resolution. In the event of a conflict between this Resolution and a collective bargaining agreement, the terms of the collective bargaining agreement shall prevail.

**SECTION 5: Effective Date.** This Resolution shall be in full force and effect upon its approval by a majority vote of the Kendall County Board.

Approved this 20th day of February, 2024.

Attest:

\_\_\_\_\_  
Matthew Kellogg, County Board Chairman

\_\_\_\_\_  
Debbie Gillette, County Clerk and Recorder



## EXHIBIT A

	Kendall County Wellness Program Guidelines
<u>Effective Date:</u> TBD	<u>Source Doc/Dep.:</u> None/HR
<u>Last Amended Date:</u> TBD	

### **KENDALL COUNTY WELLNESS PROGRAM GUIDELINES**

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Kendall County provides medical and hospitalization insurance to eligible employees. To be eligible for Kendall County's medical and hospitalization insurance, an eligible employee must consistently work a minimum of thirty (30) hours per week. An employee's volunteer service hours are not considered hours worked for purposes of determining an employee's eligibility for benefits.

An eligible employee may elect coverage through any one of the applicable health insurance plans made available by the Employer for the applicable plan year. Kendall County offers a Wellness Program that allows eligible employees to receive a discount on their cost of enrollment in Kendall County's health insurance plan for the applicable plan year. The amount of the discount will be established on an annual basis by the Kendall County Board.

To be eligible for the Kendall County Wellness Program discount, employees must:

1. Complete an annual wellness screening/physical sometime between January 1 and December 31 of the year immediately preceding the applicable plan year; and
2. Submit the completed Physician Verification of Annual Physical to [Benefits@kendallcountyil.gov](mailto:Benefits@kendallcountyil.gov) by December 31 immediately preceding the applicable plan year.

If an employee's spouse is enrolled in Kendall County's family health insurance plan, the employee's spouse must also comply with the above Wellness Program requirements for the employee to receive the Wellness Program premium savings for the applicable plan year.





## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 2/20/2024  
**Subject:** Revised Section 8.7 Victims' Economic Security and Safety Act Policy  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

Review and approval of Revised Section 8.7 Victims' Economic Security and Safety Act Policy.

**Board/Committee Review:**

On 2/5/24, the Human Resources & Insurance Committee voted to forward this revised policy to the County Board for approval.

**Fiscal impact:**

N/A

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**Background and Discussion:**

The Victims' Economic Security and Safety Act ("VESSA") is a state law that provides eligible employees with job protected leave and/or reasonable accommodations to assist the employee in responding to an act or threat of domestic, sexual, or gender violence, or any other crime of violence.

The attached policy revisions are necessary to address a recent amendment to VESSA, which provides eligible employees with up to 2 workweeks of VESSA leave for reasons associated with the death of an employee's covered family member or covered household member who was the victim of a crime of violence.

**Staff Recommendation:**

Approval of the Revised VESSA Policy.

**Attachments:**

1. Revised Section 8.7 Victims' Economic Security and Safety Act Policy

<b>Section 8.7</b>	<b>Victims' Economic Security and Safety <u>Act</u> Policy</b>
<u>Effective Date:</u> 09/01/2022	<u>Source Doc/Dep.:</u> None/HR
<u>Last Amended Date:</u>	

## **Section 8.7 VICTIMS' ECONOMIC SECURITY AND SAFETY Act POLICY**

Eligible employees may take unpaid leave under the Victims' Economic Security and Safety Act ("VESSA") to seek assistance in response to an act or threat of domestic, sexual, or gender violence, or any crime of violence. A "crime of violence" includes any conduct proscribed by Articles 9, 11, 12, 26.5, 29D, and 33A of the Criminal Code of 2012 or a similar provision of the Criminal Code of 1961." See 820 ILCS 180/10. Eligible employees may take this leave to seek services for a victim of domestic, sexual, or gender violence or any crime of violence if the victim is: 1) the eligible employee, 2) a covered family member (spouse, child, parent, grandparent, grandchild, sibling, a party to a civil union, or any other person related by blood or by present or prior marriage or civil union, or any other person who shares a relationship through a child, or any other individual whose close association with the employee is the equivalent of a family relationship, as determined by the employee) or 3) a household member (who is currently residing with the eligible employee) (hereinafter collectively referred to as "victim"). VESSA leave is not allowed, however, if the employee's interests regarding the violent act are adverse to the victim's interests. The employee may take leave for a child who is a victim if that child is under age 18 or, if 18 years or older, the child is mentally or physically disabled and incapable of self-care. ~~Eligible employees may take up to 12 weeks of unpaid VESSA leave within any 12-month period and be restored to the same or an equivalent position upon the employee's return from leave.~~

### **A. REASONS FOR VESSA LEAVE**

1. ~~Eligible employees may take up to a cumulative total of 12 workweeks of unpaid VESSA leave within any 12-month period and be restored to the same or an equivalent position upon the employee's return from leave~~ if the victim is experiencing an incident of domestic violence, sexual violence, gender violence, or any other crime of violence or to address domestic violence, sexual violence, gender violence, or any other crime of violence by: ~~Eligible employees may take VESSA leave to obtain assistance or services for a victim for the following purposes:~~
  - a. ~~(1) Seeking~~ medical attention for, or recover from, physical or psychological injuries caused by the domestic, sexual, or gender violence, or any other crime of violence;
  - b. ~~(2) to Obtain~~ services from a victim services organization for the victim;
  - c. ~~(3) to Obtain~~ psychological or other counseling for the victim;

- d. ~~(4) to Participate~~ in safety planning, temporarily or permanently relocating, or taking any seek temporary or permanent relocation, or take other actions to increase the safety of the victim ~~victim~~ from future domestic, sexual, or gender violence or any crime of violence or ensure economic, security; or
- e. ~~(5) to s~~Seeking legal assistance or remedies to ensure the health and safety of the victim, including preparing for or participating in any civil, criminal, or military legal proceeding related to or derived resulting from domestic, sexual, or gender violence, or any other crime of violence.

2. Eligible employees may take up to a cumulative total of up to two (2) workweeks of unpaid VESSA leave within sixty (60) calendar days after the date on which the employee receives notice of the death of the victim for any one or more of the following reasons:

- a. Attending the funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence;
- b. Making arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or
- c. Grieving the death of a family or household member who is killed in a crime of violence.

VESSA leave provided pursuant to Section A(2) above is subject to the following:

- a. If an employee is also entitled to take unpaid bereavement leave under the Family Bereavement Leave Act as a result of the death of the victim, this policy does not create a right for the employee to take unpaid bereavement leave that exceeds, or is in addition to, the unpaid bereavement leave the employee is entitled to take under the Family Bereavement Leave Act.
- b. Leave taken for the purposes described in Section A(2) shall not otherwise limit or diminish the total amount of leave time an employee is entitled to take under Section A(1).

VESSA leave for any purpose may be taken consecutively, intermittently, or on a reduced work schedule.

~~(6) to grieve and attend a funeral in connection with a family or household member killed by a crime of violence.~~ If an employee misrepresents facts in order to be granted a VESSA leave under Section A(1) or A(2) above, the employee may be subject to disciplinary action up to and including immediate termination of employment.

## **B. NOTICE REQUIREMENTS**

Employees must give the employee's immediate supervisor, the Designated HR Representative at least 48 hours prior written notice of the employee's request for VESSA

leave, unless providing advance notice is not practicable under the particular circumstances. If the employee is unable to provide advance notice, the employee must provide notice when the employee is able to do so, within a reasonable period of time after the absence. Failure to provide the required notice may result in treatment of the absences as unexcused.

### C. CERTIFICATION REQUIREMENTS

Eligible employees requesting VESSA leave must provide proper certification for all absences. The certification must show that: (1) the victim for whom the leave is requested is the employee, a covered family member, or a covered household member, (2) the victim was subjected to an act or threat of domestic, sexual, or gender violence, or any crime of violence, and (3) the leave is to seek assistance for a purpose covered by the Act.

The employee must provide two types of written documentation as certification: (1) a sworn statement by the employee showing that the leave qualifies for a purpose covered by VESSA and (2) if the employee has possession of such documentation, written documentation from the source from whom assistance was sought or who could otherwise verify the nature of the leave, such as documentation from:

- (a) a representative of a victim services organization, an attorney, member of the clergy, or a medical or other professional, from whom the employee has sought services on behalf of a covered victim to address domestic, sexual, gender violence or any crime of violence and the effects of the violence;
- (b) a police or court record;
- ~~(b)~~(c) A death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency, documenting that a victim was killed in a crime of violence; or
- ~~(d)~~ other corroborating evidence.

When certifying their request for VESSA leave, the employee shall choose which one of the above-referenced documents to submit with their sworn statement. The Employer will not request or require the employee to submit more than one (1) of these documents with the employee's sworn statement or at any other time during the same 12-month period VESSA leave is requested or taken if the reason for the VESSA leave is related to the same incident(s) of violence or the same perpetrator(s) of the violence.

It is the employee's responsibility to ensure that the Executive and the Designated HR Representative receives the proper certification. If the Executive and the Designated HR Representative does not receive adequate certification within a reasonable time period after it is requested, or if the certification does not confirm a VESSA-qualifying purpose,

the employee's absences will be treated according to the Employer's attendance standards.

#### **D. REPORTING WHILE ON VESSA LEAVE**

An eligible employee taking a VESSA leave of absence may be required to contact their supervisor and the Designated HR Representative on a regular basis regarding the status of the employee's VESSA leave and the employee's intention to return to work.

#### **E. VESSA LEAVE IS UNPAID**

VESSA leave is unpaid leave. The employee may choose, however, to use any accrued paid time off which would otherwise apply to the circumstances of the leave. For instance, if the leave was for the eligible employee, because the employee is temporarily disabled due to domestic, sexual, or gender violence, or any crime of violence, the employee may use any accrued sick time for the portion of the leave. The employee may use accrued vacation or other personal time for any of the purposes allowed under VESSA, but the employee is not required to do so. The substitution of paid leave time for unpaid leave time does not extend the 12-week VESSA leave period.

#### **F. MEDICAL AND OTHER BENEFITS WHILE ON VESSA LEAVE**

During an approved VESSA leave, the Employer will maintain the employee's health benefits, as if the employee continued to be actively employed. If paid leave is substituted for unpaid leave, Kendall County will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's VESSA leave is unpaid, the employee must pay their portion of the premium during the leave. The employee's group health care coverage may cease if the employee fails to make timely payments of the employee's share of the premiums. If the employee does not return to work at the end of the leave period, the employee may be required to reimburse Kendall County for the cost of the premiums paid by Kendall County for maintaining coverage during the employee's unpaid leave, unless the employee cannot return to work because of the continuance, onset or recurrence of domestic, sexual, or gender violence, any crime of violence, or other circumstances beyond the employee's control. If that is the case, the employee will be required to produce written certification to confirm the circumstances beyond the employee's control.

Vacation, sick time, or other benefits will not accrue while on an approved unpaid VESSA leave. The employee will remain entitled to all of their benefits, which accrued prior to the employee's approved VESSA leave, however.

#### **G. INTERMITTENT AND REDUCED SCHEDULE VESSA LEAVE**

VESSA leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or weekday). If leave is unpaid, the Employer may request that the employee's salary is reduced based

on the amount of time actually worked during the period of time that the employee took approved intermittent VESSA leave.

#### **H. VESSA WILL RUN CONCURRENTLY WITH ANY OTHER APPLICABLE LEAVE**

VESSA leave will run concurrently with any other applicable leave. For instance, leave taken under VESSA which also qualifies under the FMLA will be simultaneously designated as both VESSA and FMLA leave. Likewise, absences for which an employee receives sick time or short-term disability benefits for a purpose covered under VESSA will be designated as VESSA leave.

#### **I. RETURNING FROM VESSA LEAVE**

If an eligible employee wishes to return to work at the expiration of their approved VESSA leave, the employee may return to the same position held prior to the VESSA leave or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, an employee who took an approved VESSA leave does not have any greater right to reinstatement or other benefits and conditions of employment than if the employee had not taken approved VESSA leave. The employee must return to work immediately after the expiration of their approved VESSA leave in order to be reinstated to the same position held prior to the approved VESSA leave or to an equivalent position.

If the employee took VESSA leave because of the employee's own medical or psychological condition, the employee shall provide medical certification that the employee is fit to resume full-duty work.

#### **J. REASONABLE ACCOMMODATION IN THE WORKPLACE**

Pursuant to VESSA the Employer will consider making reasonable accommodations in a timely fashion to an employee or job applicant for a known limitation resulting from domestic, sexual, or gender violence, or any crime of violence, unless the accommodation would cause the Employer an undue hardship. If the eligible employee is an otherwise qualified individual who can perform the essential functions of their job, but needs such an accommodation, the Employer may provide a reasonable accommodation such as an adjustment to the job structure, an adjustment to the workplace facility, an adjustment to the employee's work requirements, changing the employee's work telephone number, changing the employee's seating assignment at work, or modifying the physical security of the employee's work area in response to a need covered by VESSA. the Employer may also consider a request for transfer, reassignment, a modified work schedule, and/or assisting the employee in documenting domestic, sexual, or gender violence, or any crime of violence that occurs in the workplace or in a work-related setting, if needed due to a known limitation caused by an act or threat of domestic, sexual, or gender violence, or any crime of violence. Other safety measures may also be appropriate as a reasonable accommodation on a case-by-case basis.

Any employee covered by VESSA may make a request for VESSA leave or for a reasonable accommodation pursuant to VESSA in writing to the employee's immediate supervisor, the Designated HR Representative, and Executive.

#### **K. CONFIDENTIALITY**

All information provided to the Employer pursuant to this Policy will be kept confidential, except to the extent that disclosure is (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable federal or state law.

#### **L. NO RETALIATION**

The Employer strictly forbids any of its employees, managers or other representatives from discriminating and/or retaliating against an employee because the employee is or is perceived to be a victim of domestic, sexual, or gender or any crime of violence or has engaged in protected activity under VESSA. If an employee feels they have been denied VESSA rights or if the employee feels they have been retaliated against for having exercised any protected VESSA rights, the employee should immediately report such action to their Executive. If the employee feels that the County Administrator has retaliated against the employee for exercising the employee's VESSA rights, the employee should immediately report such action in writing to the Kendall County Inspector General.

A violation of this VESSA policy may result in disciplinary action up to and including termination of employment.

#### **M. REFERENCE TO REQUIRED VESSA POSTING**

The Employer has posted on the Employer's bulletin board a poster setting forth the relevant provisions of the VESSA. The terms of that poster are incorporated in this policy document as if they were specifically set forth. Each employee is charged with familiarizing him/herself/themselves with the contents of that poster concerning all applicable employee rights and obligations under the VESSA.



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 2/20/2024  
**Subject:** Section 5.14 Confined Spaces Policy  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

Review and approval of Section 5.14 Confined Spaces Policy.

**Board/Committee Review:**

On 2/5/2024, the Human Resources & Insurance Committee voted to forward this Policy to the County Board for approval.

**Fiscal impact:**

N/A

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**Background and Discussion:**

OSHA regulations require an employer to develop and implement a detailed, written confined space program that complies with OSHA requirements, if the employer decides that its employees will be permitted to enter confined spaces. (The definition of confined spaces can be found in the attached policy.)

Per OSHA regulations, if an employer decides that its employees will *not* enter such confined spaces, the employer must take effective measures to prevent its employees from entering the confined spaces. After consultation with Facilities Management staff, we prepared the attached draft policy that prohibits employees from accessing confined spaces.

**Staff Recommendation:**

Approval of Section 5.14 Confined Spaces Policy

**Attachments:**

1. Section 5.14 Confined Spaces Policy



<b>Section 5.14</b>	<b>Confined Spaces Policy</b>
<u>Effective Date:</u> TBD	<u>Source Doc/Dep.:</u> None/HR
<u>Last Amended Date:</u>	

This Confined Spaces Policy is established to ensure the safety of all Kendall County by minimizing the risks associated with confined space entry. The primary objective is to prevent unauthorized entry into confined spaces and, when necessary, to ensure that such entries are conducted under controlled and supervised conditions.

**A. Scope:**

This policy applies to all employees working for the Employer who may encounter confined spaces as part of their job responsibilities.

**B. Definitions:**

1. Confined Space: A space that is large enough for an employee to enter; has limited or restricted means for entry or exit; and is not designed for continuous occupancy (i.e., an individual could not occupy the space during normal operating conditions). In addition, the confined space includes one or more of the following characteristics:
  - a. It contains or has the potential to contain a hazardous atmosphere;
  - b. It contains material that has the potential to engulf an entrant;
  - c. It has walls that converge inward or floors that slope downward and taper into a smaller area which could trap or asphyxiate an entrant; or
  - d. It contains any other recognized safety or health hazard, such as unguarded machinery, exposed live wires, or heat stress.
2. Confined Space Entry: Any activity that requires an employee to enter a confined space.

**C. Prohibition of Unauthorized Entry:**

Employees are strictly prohibited from entering confined spaces during their employment. If an employee believes entry into a confined space is necessary for job-related tasks, the employee must immediately report it to their immediate supervisor. The employee shall not enter the confined space under any circumstances.

#### **D. Confined Spaces Entry Procedure:**

Supervisors are responsible for identifying and labeling confined spaces within the workplace. Supervisors will determine when confined space entry is necessary. If confined space entry is necessary, the supervisor shall report it to the Executive who will then secure a trained third-party contractor to enter the confined space. The contractor shall follow its established confined spaces entry procedure in compliance with all OSHA requirements.



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 2/20/2024  
**Subject:** Section 8.13 Blood and Organ Donor Leave of Absence Policy  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

Review and approval of Section 8.13 Blood and Organ Donor Leave of Absence Policy

**Board/Committee Review:**

On 2/5/2024, the Human Resources & Insurance Committee voted to forward this policy to County Board for approval.

**Fiscal impact:**

N/A

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**Background and Discussion:**

Pursuant to the Illinois Employee Blood Donation Leave Act, Illinois employers must provide paid leave to eligible employees for the purpose of organ and/or blood donation. This policy complies with this state law requirement.

**Staff Recommendation:**

Approval of Section 8.13 Blood and Organ Donor Leave of Absence Policy

**Attachments:**

1. Section 8.13 Blood and Organ Donor Leave of Absence Policy

<b>Section 8.13</b>	<b>Blood and Organ Donor Leave of Absence Policy</b>
<u>Effective Date:</u> TBD	<u>Source Doc/Dep.:</u> None/HR
<u>Last Amended Date:</u> TBD	

## **Section 8.13      BLOOD AND ORGAN DONOR LEAVE OF ABSENCE POLICY**

In accordance with Illinois law (820 ILCS 149/1 *et seq.*), paid leave is provided to eligible employees for the purpose of organ and/or blood donation pursuant to the terms of this Policy.

### **A.      DEFINITIONS**

An “eligible employee” is a full-time employee who (a) has been employed by the Employer for at least six (6) continuous months; and (b) donates an organ, bone marrow, blood, and/or blood platelets.

For purposes of this policy, "organ" means any biological tissue of the human body that may be donated by a living donor, including, but not limited to, the kidney, liver, lung, pancreas, intestine, bone, and skin or any subpart thereof.

### **B.      ORGAN AND/OR BLOOD DONATION LEAVE**

An eligible employee may use up to one (1) hour of paid leave to donate blood, one time every fifty-six (56) days, in accordance with appropriate medical standards established by the American Red Cross, America's Blood Centers, the American Association of Blood Banks, or other nationally recognized standards.

An eligible employee may use up to ten (10) days of paid leave in any 12-month period to serve as an organ donor.

Eligible employees are not required to use accumulated personal, banked sick and/or vacation leave time before being eligible for paid leave under this policy.

### **C.      PROCEDURES**

An eligible employee shall notify their immediate supervisor as soon as practical of their intent to request paid leave to donate blood and/or an organ. Eligible employees must obtain written approval from their Executive or their designee at least one (1) day prior to the donation to be eligible to receive the paid leave. If the request is approved, the eligible employee should then forward the request and approval to the Designated HR Representative for recordkeeping purposes.

All requests to use blood and organ donor leave should be made to create minimal disruption of work schedules and regular business operations if possible. All requests to use blood and organ donor leave should include the eligible employee's best estimate of the duration of the absence, if possible.

Use of blood and/or organ donor leave is subject to approval by the eligible employee's Executive or their Executive's designee. The Executive and/or the Executive's designee may deny an eligible employee's request to use blood and organ donor leave if granting such leave would significantly impact business operations.

Eligible employees are required to submit official and/or medical documentation of the blood and/or organ donation before compensation will be awarded for the leave time. Such documentation must confirm the appointment to donate before the donation occurs. Also, upon return from donating blood and/or an organ, the eligible employee must provide a written statement from the blood bank and/or medical provider confirming the eligible employee kept their appointment to donate blood and/or an organ.



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 2/20/2024  
**Subject:** Deputy Director Job Description for Kendall County Emergency Management Agency  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

Review and approval of Deputy Director job description for Kendall County Emergency Management Agency

**Board/Committee Review:**

On 2/5/2024, the Human Resources & Insurance Committee voted to forward this job description to the County Board for approval.

**Fiscal impact:**

N/A

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**Background and Discussion:**

The attached is a job description for the Deputy Director of the Kendall County Emergency Management Agency. This is a new job description for an existing position.

**Staff Recommendation:**

Approval of Deputy Director job description.

**Attachments:**

1. Deputy Director Job Description for Kendall County Emergency Management Agency.

## Kendall County Job Description

**TITLE:** Deputy Director  
**DEPARTMENT:** Emergency Management Agency  
**SUPERVISED BY:** Director of Emergency Management Agency  
**FULL TIME/PART TIME:** Part Time  
**FLSA STATUS:** Exempt  
**APPROVED/REVISED:** IN PROGRESS

### I. Position Summary:

The Deputy Director reports to the Director of Emergency Management Agency and serves in place of the Director in the Director's absence. The Deputy Director is responsible for assisting the Director with the organization, administration, training, and operation of the Kendall County Emergency Management Agency (EMA) and the EMA's emergency management program with directing the coordination of the five (5) missions of emergency management; prevention, protection, mitigation, response, and recovery.

### II. Essential Duties and Responsibilities:

The essential duties for this position include, but are not limited to the following:

- A.** Customarily and regularly performs management including but not limited to the following:
1. Assists the EMA Director with the instruction and supervision of subordinate command staff and EMA volunteers.
  2. Interviews EMA volunteers and makes recommendations to the Director regarding selection and removal of EMA personnel and volunteers, which recommendations are given particular weight by the EMA Director.
  3. Oversees training for EMA personnel and volunteers and provides training updates to EMA Director.
  4. Assists the EMA Director with conducting performance evaluations of all EMA personnel and volunteers.
  5. Plans, assigns, and directs the work of EMA personnel and volunteers with input from the EMA Director.
  6. Ensures EMA personnel and volunteers adhere to and follow all applicable policies and procedures and provides regular updates to the EMA Director.
  7. Receives complaints from or relating to EMA personnel and volunteers and assists the EMA Director with the response to complaints received.
  8. Makes recommendations to the EMA Director regarding long-range goals, plans, policies and procedures applicable to the EMA, which recommendations are given particular weight by the EMA Director.
  9. Carries out all other supervisory responsibilities in accordance with all applicable laws, regulations, policies, and procedures.
- B.** Primary duties include the performance of office or non-manual work directly related to the management or general business operations of EMA, which duties include, but are not limited to the following:
1. Serves as a member of the EMA's Command Staff and is capable of functioning in any Command or General Staff position.
  2. Prepares monthly reports and statistics.
  3. Secures technical and financial assistance available through state and federal programs.

## Kendall County Job Description

4. Maintains and revises the County's all-hazards Emergency Operation Plan in accordance with the guidance set forth in IEMA Act (20ILCS 3305) and its Administrative Rules.
  5. Dispenses advice, guidance, direction, and authorization to carry out major plans and procedures, consistent with established policies.
  6. Works closely and maintains positive and professional working relationships with County offices, departments, agencies, municipalities, community/non-governmental organizations, private sector partner agencies on developing and enhancing emergency management plans and capabilities.
- C.** Provides administrative and operational support to the EMA Director with the following tasks:
1. Maintenance and upgrades to the emergency operations center (EOC).
  2. Development and updates to systems to alert key officials and warn the public in the event of an emergency.
  3. Establishing and maintaining mutual aid or cooperative assistance agreements to provide needed services, equipment, or other resources in the event of an emergency.
  4. Updating Kendall County's hazard mitigation programs and plans.
  5. Assists with budget preparation, accounts payable, and accounts receivable.
  6. Implementation of required training for National Incident Management System (NIMS) compliance to County departments and offices as applicable.
  7. Maintaining EMA's accreditation as emergency management agency with the State of Illinois' Emergency Management Agency (IEMA).
  8. Planning and coordination of periodic disaster exercises in accordance with the provisions of the Homeland Security Exercise and Evaluation Program (HSEEP).
  9. Establishing and updating an emergency public information system.
- D.** Serves as the acting EMA Director during the EMA Director's short-term absences and/or as otherwise directed by the EMA Director and/or Kendall County Administrator.
- E.** Complies with all federal, state, and local laws pertaining to emergency management including, but not limited to, the IEMA Act, Code Title 29 Part 301 of the Illinois Administrative Code, Stafford Act, Non-Stafford Act, Civil Defense Act, Disaster Mitigation Act, and the Illinois Nuclear Safety Preparedness Act.
- F.** Operates a variety of equipment and tools associated with emergency management activities, which may include a motor vehicle, radio communications equipment, personal protective equipment, various emergency equipment, audio/visual equipment and general office equipment.
- G.** Assists with emergency response and search and rescue efforts, as needed.
- H.** Must be available at anytime, including during off duty hours, to respond to EMA emergencies and perform assigned duties.
- I.** Attends meetings, workshops, seminars, and training both within and outside of Kendall County, as needed.
- J.** Complies with record retention and destruction procedures in compliance with the Illinois Local Records Act.



## Kendall County Job Description

- K. Complies with all applicable County policies and procedures regarding or relating to assigned job duties.
- L. Maintains regular attendance and punctuality.
- M. Performs all other duties and responsibilities, as assigned.

### III. Supervisory Responsibilities

This job assists the EMA Director with the supervision of subordinate command staff and EMA volunteers.

### IV. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position:

#### A. Language Skills:

1. Ability to express oneself clearly and concisely both orally and in writing.
2. Ability to research, read, and interpret documents and simple instructions.
3. Ability to prepare documents, reports, minutes, agendas, and correspondence.
4. Ability to present information and communicate effectively both orally and in writing with County staff, County officials, command staff, EMA volunteers, and the public in both one-on-one and group settings.
5. Requires proficient knowledge of the English language, spelling, and grammar.

#### B. Mathematical Skills:

1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percentages and to draw and interpret bar graphs.

#### C. Reasoning Ability:

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
2. Ability to deal with problems involving several concrete variables in standardized situations.
3. Ability to analyze problems, identify alternatives solutions, project consequences of proposed actions, and implement recommendations.
4. Ability to evaluate situations and draw conclusions.
5. Ability to apply reasoning skills quickly, and under emergency circumstances.
6. Ability to interpret an extensive variety of technical instructions in mathematical or diagram format.

#### D. Certificates, Licenses, and Registrations:

1. Illinois Emergency Management Agency Professional Development Series Certification (or obtains certification within first twelve months of hire) is required.

## Kendall County Job Description

2. Illinois Emergency Management Agency Illinois Professional Emergency Manager certification (or obtains certification within first twelve months of hire) is required.
3. National Incident Management System Certified (or obtains certification within first twelve months of hire) is required.
4. Current and valid driver's license is required.

### **E. Other Skills, Knowledge, and Abilities:**

1. Must have strong organizational skills and excellent attention to detail.
2. Must have working knowledge of federal, state and local laws pertaining to emergency management including, but not limited to the IEMA Act, Code Title 29 Part 301 of Illinois Administrative Code, Stafford Act, Non- Stafford Act, Civil Defense Act, Disaster Mitigation Act, the Illinois Nuclear Safety Preparedness Act, and all other federal and state laws and regulations, as they pertain to emergency management and emergency planning.

### **F. Education and Experience:**

1. A minimum of a high school diploma or GED is required.
2. At least (2) two years of practical work experience in an emergency management field is required.
3. An Associates degree or equivalent level of college coursework is preferred.

## **IV. Physical Demands:**

While performing the duties of this position, the employee must be able to:

- A. Frequently sit for long periods of time at a desk, in meetings, and/or a vehicle.
- B. Frequently standing and/or walking for long periods of time.
- C. Occasionally lift and/or move up to 50 pounds.
- D. Frequently lift and/or move up to 30 pounds.
- E. Use hands to finger, handle, feel, grip, and type.
- F. Bending, climbing, and/or balancing.
- G. Stoop, kneel, crouch, and/or crawl.
- H. Reach, push, and pull with hands and arms.
- I. Talk and hear in person and via use of telephone.
- J. Specific vision abilities include close and distance vision, as well as depth perception.
- K. Travel independently to other locations both within and outside of Kendall County.

## **V. Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this position. While performing the duties of this job, the employee is subject to the following working conditions:

- A. Inside and outside conditions, which may include inclement weather.
- B. The noise level in the work environment varies from moderate to noisy.
- C. Employee may be exposed to varying temperatures and weather patterns depending on the season.
- D. Confined space situations may occur.

## Kendall County Job Description

- E. The employee may be exposed to graphic, stressful, and difficult situations while working with users, law enforcement, County staff, elected officials, vendors, and the general public.
- F. The employee may be required to provide their own transportation to travel to and from meetings, trainings, conferences, etc.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

\_\_\_\_\_  
**Employee's Receipt of Acknowledgement & Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor**

\_\_\_\_\_  
**Date**

**cc: personnel file, employee**



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 2/20/2024  
**Subject:** Revised Organizational Chart and Headcount  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

Review and approval of revised Organizational Chart and Headcount

**Board/Committee Review:**

On 2/5/2024, the Human Resources & Insurance Committee voted to forward this Revised Organizational Chart and Headcount to the County Board for approval.

**Fiscal impact:**

N/A

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**Background and Discussion:**

The attached Revised Organizational Chart and Headcount reflects the following changes approved by the Kendall County Board on December 19, 2023:

- New part-time Human Resources Assistant position in the Human Resources Department, and
- New supervisory role for the Kennel Manager at Animal Control Department.

**Staff Recommendation:**

Approval of revised Organizational Chart and Headcount.

**Attachments:**

1. Revised Organizational Chart and Headcount

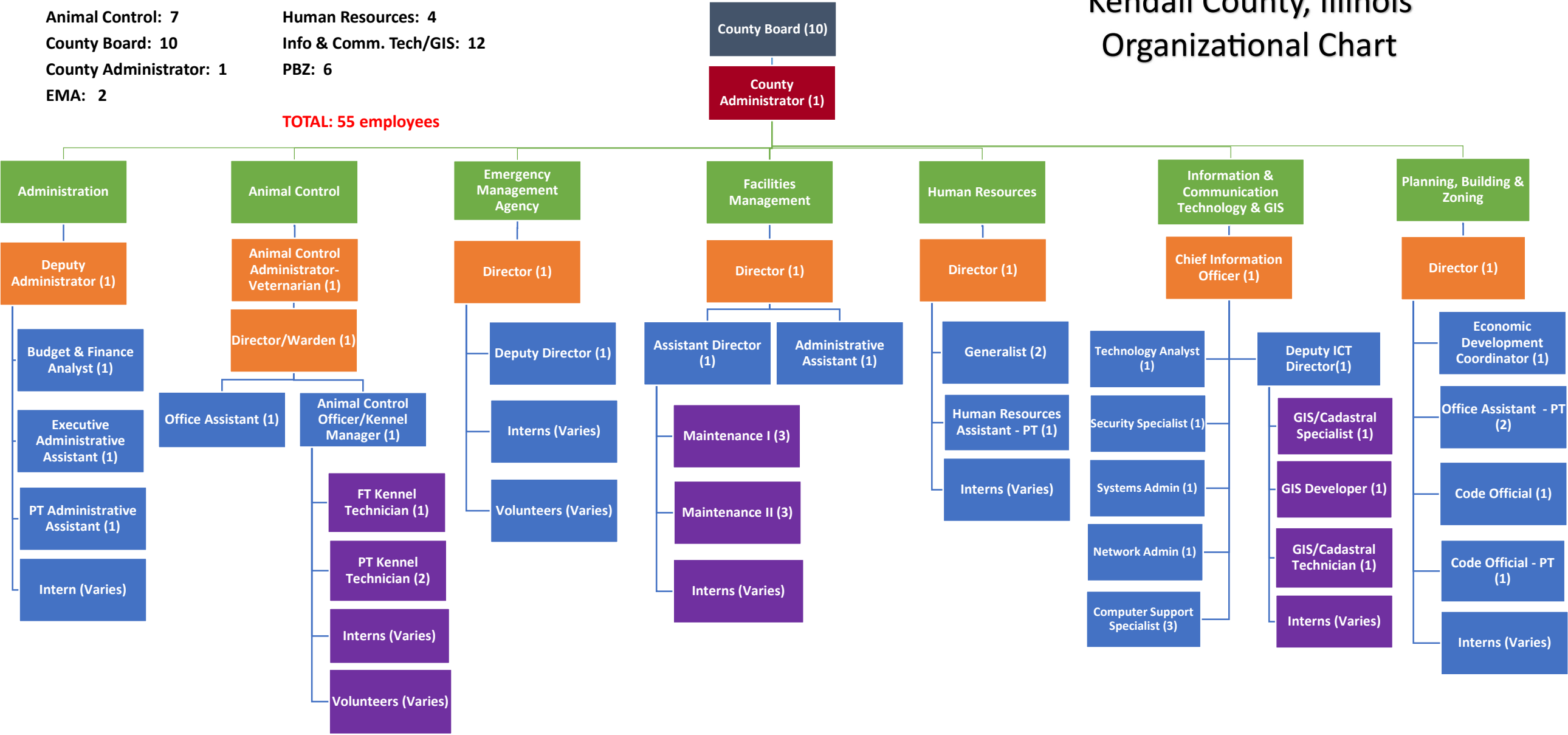
APPROVED HEADCOUNT

Administrator: 4  
Animal Control: 7  
County Board: 10  
County Administrator: 1  
EMA: 2

Facilities: 9  
Human Resources: 4  
Info & Comm. Tech/GIS: 12  
PBZ: 6

TOTAL: 55 employees

Kendall County, Illinois  
Organizational Chart



All positions listed are full-time unless otherwise noted above.



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 2/20/2024  
**Subject:** Phase 1 Storage System Procurement  
**Prepared by:** Dan Polvere, Facilities Director  
**Department:** Facilities Management

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### **Action Requested:**

Review/Approve Bradford Systems Fixed Shelving & Mail Sorter Purchases via the Sourcewell Co-Op Contract Number 121919-KII for \$60,825.

### **Board/Committee Review:**

At its February 5, 2024, Meeting the Facilities & Technology approved a Motion to Forward to the County Board.

### **Fiscal impact:**

\$60,825 Reduction of the Phase 1 \$376,473 Furniture, Fixtures & Equipment (FF&E) Budget.

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### **Background and Discussion:**

Via the Sourcewell Co-Op, Bradfords Systems designed Spacesaver Fixed Shelving Storage Solutions in the following rooms: Storage Room (110), Staging/Work Area (106), Staging/Storage in the basement along with a Hamilton Casework Mail Sorter Unit.

The Phase 1 Furniture, Fixtures and Equipment budget is \$376,473.

With this \$60,825 reduction, the Phase 1 remaining FF&E budget = \$315,648

### **Staff Recommendation:**

Approve Motion

### **Attachments:**

- Bradford Systems Proposal 39766 Final Rev 1 3 24
- Bradford Systems Layout Final 12 15 23



## **Kendall County Clerk's Office Fixed Shelving and Mail Sorter Revised 1-3-24**

Prepared for:  
Brian Kronewitter  
Cordogan Clark

Kendall County Clerk's Office  
111 Fox Street  
Yorkville, IL 60560

Submitted by:  
Bob Fanello  
847-344-9207  
[bob@bradfordsystems.com](mailto:bob@bradfordsystems.com)

January 3, 2024  
BSC Project #39766

Bradford Systems Corporation is a qualified Sourcewell Contract provider and is proposing the following Spacesaver equipment and related services through:

**Contract # 121919-KII**

**Kendall County Sourcewell Member #132984**

**Corporate Headquarters**  
945 North Oaklawn Ave  
Elmhurst, IL 60126

**630.350.3453** office  
**630.350.3454** fax

**Indiana Office**  
6231 Coffman Rd  
Indianapolis, IN 46268

**317.895.0670** office  
**317.895.0672** fax

**Central Illinois**  
125 Thunderbird Lane  
East Peoria, IL 61611

**636.343.1515** office  
**636.343.3588** fax

**Wisconsin Office**  
201 North Main Street  
Fort Atkinson, WI 53538

**630.350.3453** office  
**630.350.3454** fax

**Missouri Office**  
10979 Lin Valle Drive  
Saint Louis, MO 63123

**636.343.1515** office  
**636.343.3588** fax

January 3, 2024

Brian Kronewitter  
Kendall County Clerk's Office  
111 Fox Street  
Yorkville, IL 60560

Dear Mr. Kronewitter:

On behalf of Bradford Systems Corporation, I would like to thank you for the opportunity to present this revised proposal. Based on our meeting September 20<sup>th</sup> with the group from Kendall County, the following solution has been updated and tailored to meet their storage needs. In this Final Revision, we have removed all the carts 48" wide U5 & U6. Installation has been changed to prevailing wage per request.

We value the opportunity to present our unique capabilities, and look forward to showing you why thousands of clients over the last 55 years have chosen Bradford Systems Corporation to help them solve their most challenging storage dilemmas.

If you have any questions regarding this revised proposal or if we can make any changes to better accommodate your needs or requirements, please call me at 847-344-9207.

Again, thank you for your consideration.

Sincerely,



Bob Fanello  
Storage Planner

Bradford Systems Corporation  
945 North Oaklawn Avenue  
Elmhurst, IL 60126  
(m) 847-344-9207  
[bob@bradfordsystems.com](mailto:bob@bradfordsystems.com)



## **Kendall County Clerk's Office**

Project #39766

### **Storage Room 110 – Elevations U1, U2 and U3 - Spacesaver Four Post Fixed Shelving Storage Solution:**

- 1 Fixed shelving range (to sit directly on the floor), 24" deep x 4'6" long x 85-1/4" high, elevation U1
- 1 Fixed shelving range (to sit directly on the floor), 24" deep x 7' long x 85-1/4" high, elevation U3
- 1 Fixed shelving range (to sit directly on the floor), 24" deep x 8' long x 85-1/4" high, elevation U2
- 1 Fixed shelving range (to sit directly on the floor), 24" deep x 3'6" long x 85-1/4" high, elevation U3

#### **Shelving Components:**

- 3 Four-post single-entry shelving sections, 24" deep x 42" wide x 85-1/4" high
- 2 Four-post single-entry shelving sections, 24" deep x 48" wide x 85-1/4" high
- 1 Four-post single-entry shelving section, 24" deep x 54" wide x 85-1/4" high
- Standard Shelves with heavy-duty shelf supports and reinforcements
- 6 Front bases, 2-3/4" high

### **Staging/Work Area 106 – Elevation U4 - Spacesaver Four Post Fixed Shelving Storage Solution:**

- 2 Fixed shelving ranges (to sit directly on the floor), 24" deep x 16' long x 85-1/4" high, elevation U4

#### **Shelving Components:**

- 8 Four-post single-entry shelving sections, 24" deep x 48" wide x 85-1/4" high
- Standard Shelves with heavy-duty shelf supports and reinforcements
- 8 Front bases, 2-3/4" high

### **Staging/Storage 001 – Elevation U8 - Spacesaver Four Post Fixed Shelving Storage Solution:**

- 1 Fixed shelving range (to sit directly on the floor), 24" deep x 27' long x 35-3/4" high with solid surface countertops
- 1 Fixed shelving range (to sit directly on the floor), 48" deep (back-to-back) x 12' long x 35-3/4" high with solid surface countertops
- 2 Fixed shelving ranges (to sit directly on the floor), 24" deep x 9' long x 35-3/4" high with solid surface countertops

#### **Shelving Components:**

- 15 Four-post single-entry shelving sections, 24" deep x 36" wide x 35-3/4" high
- 8 Four-post back-to-back single-entry shelving sections, 24" deep x 36" wide x 35-3/4" high
- Standard Shelves with heavy-duty shelf supports and reinforcements
- 23 Front bases, 2-3/4" high
- 4 solid surface countertops

## **Kendall County Clerk's Office**

Project #39766

### **Staging/Storage 001 – Elevation C1-Spacesaver Cantilever Fixed Shelving Storage Solution:**

- 1 Wall hung cantilever shelving range, 15” deep x 30’ long x 30” high, elevation C1
- 1 Wall hung cantilever shelving range, 15” deep x 9’ long x 30” high, elevation C1

#### **Shelving Components:**

- 13 Cantilever wall hung shelving sections, 15” deep x 36” wide x 30” high
- 2 Cantilever plain adjustable shelves with end brackets per each section

### **Staging/Storage 001 – Elevation U7 - Spacesaver Four Post Fixed Shelving Storage Solution:**

- 3 Fixed shelving range (to sit directly on the floor), 30” deep x 21’ long x 76-1/4” high

#### **Shelving Components:**

- 21 Four-post double-entry shelving sections, 30” deep x 36” wide x 76-1/4” high
- Standard Shelves with heavy-duty shelf supports and reinforcements
- 42 Front bases, 2-3/4” high

### **Staging/Storage 001 – Elevation WS1 - Spacesaver Wide Span Shelving System:**

- 1 range of RptoRAC wide span shelving, 36” deep x 16’ long x 96” high

#### **Shelving Components:**

- 2 Wide span shelving sections, 36” deep x 96” wide x 96” high
- Standard duty beams and solid metal decking

**Kendall County Clerk's Office**  
Project #39766

**Project Investment:**

Shelving Materials List	\$37,817.25	
Less Shelving Discount (42.9%)	<u>-\$16,223.60</u>	
Shelving Materials Net		\$21,593.65
Cantilever Materials List	\$3,216.50	
Less Cantilever Discount (42.9%)	<u>-\$1,379.88</u>	
Cantilever Materials Net		\$1,836.62
Storage Materials List	\$5,033.00	
Less Storage Discount (42.1%)	<u>-\$2,118.89</u>	
Storage Materials Net		\$2,914.11
Materials off Contract		<u>\$18,080.00</u>
Total Materials		\$44,424.38
Prevailing Wage Installation		\$11,850.00
Freight		<u>\$2,930.00</u>
<b>Total</b>		<b>\$59,204.38*</b>

**\*If non-union installation is preferred, deduct \$4,320.00 from the above total.**

**\*Please review drawings for layout and elevation details.**

**Mail Sorter Unit – Hamilton Casework Solutions (Standard Finish)**

- S3-24 Standard Size Sort Module  
15 adjustable sliding shelves for 18 slots  
36-7/16"W x 12-7/8"D x 24"H

Total Materials (Standard Finish)	\$1,270.00
Freight	<u>\$350.00</u>
<b>Total</b>	<b>\$1,620.00</b>
<b>Combined Total</b>	<b>\$60,824.38</b>

**\*Lead Time 14 Weeks**

**Notes:**

1. **Sales tax will be charged unless Bradford Systems is provided with a tax exempt or resale certificate.**
2. **The above quote is based on the drawings.**
3. **A non-refundable down payment of one-third (1/3) of the contract, is due upon order. A payment of 1/3 is due upon shipment and 1/3 payment upon completion.**
4. **This agreement is based on a normal eight hour working day Monday through Friday and no provisions have been made for overtime or shift premium pay. If overtime is required, additional costs will be incurred.**
5. **Pricing valid for 30 days.**

**Kendall County Clerk's Office**  
Project #39766

1. Purchase orders should be made out to the following:  
Bradford Systems Corporation  
945 North Oaklawn Avenue  
Elmhurst, IL 60126
2. Purchase orders may be sent via:
  - Email: [purchaseorders@bradfordsystems.com](mailto:purchaseorders@bradfordsystems.com)
  - USPS: 945 North Oaklawn Avenue, Elmhurst, IL 60126
  - Facsimile: (630) 350-3454
3. Please send the following in conjunction with your purchase order:
  - Reference BSC project # 39766 on your purchase order
  - Project Information Sheet
  - Signed copy of the proposal and project drawings

**Kendall County Clerk's Office**  
**Project Implementation Information**  
Project #39766

**Purchase Order Information:**

P.O. #: \_\_\_\_\_

Approved by: \_\_\_\_\_

**Project Selections:**

Solid Surface Countertops: Wilsonart Masoned Concrete\_\_\_\_ (WilsonArt Series 60)  
Four-Post Shelving: Frost\_\_\_\_\_ (See 8 Standard Finishes)  
Cantilever Shelving: Frost\_\_\_\_\_ (See 8 Standard Finishes)  
Wide-Span Shelving: Frost\_\_\_\_\_ (See 8 Standard Finishes)  
Mail Sorter Standard Finish

**Delivery Information:**

Delivery Address: \_\_\_\_\_

Delivery Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Truck or Delivery Time Restrictions: \_\_\_\_\_

Delivery Dock: ☐ Yes ☐ No \_\_\_\_\_

Freight Elevator: ☐ Yes ☐ No \_\_\_\_\_

**Order Acknowledgement/Billing Information:**

Order Acknowledgement Required? ☐ Yes ☐ No \_\_\_\_\_

Billing Address: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

**Installation Information:**

Installation Address: \_\_\_\_\_

Floor/Room: \_\_\_\_\_

Requested Installation Date: \_\_\_\_\_

Move Date: \_\_\_\_\_

Construction Schedule Available: ☐ Yes ☐ No \_\_\_\_\_

Client Provided Dumpster Available: ☐ Yes ☐ No \_\_\_\_\_

Are There Security Requirements: ☐ Yes ☐ No \_\_\_\_\_

Parking: Permission/Permits: ☐ Yes ☐ No \_\_\_\_\_

Certificate of Insurance Required: ☐ Yes ☐ No \_\_\_\_\_

General Contractor Name/Phone: ☐ Yes ☐ No \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

1. **GENERAL:** These terms and conditions shall apply to sales from Bradford Systems Corporation to Buyer and to any quotation by Bradford Systems Corporation for sales. These terms and conditions shall not be superseded by any terms and conditions in Buyer's order except as otherwise specifically agreed in writing executed by all parties to this agreement. The paragraph headings contained herein are for purposes of reference only and are not to be considered in the interpretation of any clauses contained herein. This agreement may be executed in counterpart and a copy of this agreement shall be as binding as is the original.
2. **ENGINEERING:** The proposal drawings and/or specifications of any quotation are confidential engineering data, and represent Bradford Systems Corporation investment in engineering skill and development, and remain the property of Bradford Systems Corporation. Such are submitted with the understanding that the information will not be disclosed or used in any manner detrimental to Bradford Systems Corporation. All specifications and dimensions of proposal drawings are approximate, and are subject to changes during detailed engineering.
3. **SURVEYS, PERMITS AND REGULATIONS:** Buyer shall procure and pay for all permits and/or inspections required by any governmental authority for any part of the work performed by Bradford Systems Corporation, except as otherwise stated.
4. **PAYMENT:** This system has been specially designed and will be specially manufactured for the Buyers unique requirements. A non-refundable down payment of one-third (1/3) of the contract is due upon order. A payment of 1/3 is due upon shipment and 1/3 payment upon completion. One and one-half (1-1/2) percent interest per month will be charged on any unpaid balance after thirty (30) days. If the installation is not entirely complete upon final invoicing, a holdback of reasonable value is allowed without incurring interest charges. A 4% convenience fee will be applied to all orders paid with a credit card.
5. **TAXES:** All applicable sales taxes, as required by law, will be billed, unless Bradford Systems Corporation has a current Tax Exempt Letter or Resale Certificate on file.
6. **EXPIRATION DATE:** Pricing is valid for thirty (30) days. After thirty days, a new proposal and revised pricing may be required.
7. **CANCELLATION:** On all canceled orders, Buyer shall compensate Bradford Systems Corporation for its performance, commitments and damage as follows; Buyer shall pay Bradford Systems Corporation a cancellation fee not to exceed the original purchase price.
8. **CHANGE ORDERS:** Should the Buyer order changes or additions to the work, such orders and adjustments shall be made in writing to Bradford Systems Corporation utilizing Bradford's formal change order document. The contract price and installation/delivery fees shall be adjusted according to the changes in the work specified in the change order.
9. **INSURANCE:** Bradford Systems Corporation's employees who enter Buyer's premises will have Workmen's Compensation coverage in statutory limits and Bradford Systems Corporation's automobiles will be covered by Public Liability and Property Damage Insurance.
10. **DELIVERY:** Installation or delivery date is approximate. Bradford Systems Corporation shall not be liable for delays in or failures of delivery due to changes requested by Buyer, or causes beyond its control. If shipment is delayed at the request of Buyer, payment shall be made by Buyer as though shipment had been made as specified and for any expenses incurred by Bradford due to Buyer's request in delaying shipment.
11. **STORAGE:** If product is stored for more than thirty (30) days at Bradford Systems Corporation due to delays in delivery caused by buyer, Bradford will charge buyer at the rate of 1% of buyer's invoice per month pro-rated daily.
12. **DAMAGE:** After product arrival at site, any loss or damage by weather, other trades, fire or other elements, shall be the responsibility of the Buyer. The Buyer agrees to hold Bradford System Corporation harmless for loss for such reasons.
13. **BUYER RECEIVING:** If the Buyer receives product for any reason, the Buyer is responsible for checking the product during off-load and noting on the packing slip any damage or possible damage and notifying Bradford Systems Corporation immediately. If Bradford does not receive a written notice and copy of the packing slip within twenty-four (24) hours, the Buyer agrees to pay any additional replacement product and delivery costs if a freight claim cannot be awarded.
14. **SITE CONDITIONS:** Buyer shall provide Bradford Systems Corporation with a free and clear construction site. Buyer shall remove all material and/or construction from the area. Buyer will furnish Bradford with adequate electrical power to operate tools required for the installation.
15. **UNLOADING, SPOTTING AND STORAGE:** Buyer shall provide Bradford Systems Corporation with adequate unloading facilities and sufficient access to same to insure Bradford's efficient unloading procedure. Adequate aisles shall be provided by the Buyer to provide efficient handling of the materials from the unloading of storage area to construction site.
16. **COMMENCEMENT OF INSTALLATION:** Bradford Systems Corporation will not be obligated to commence work at job site until receipt of written notice from Buyer that Buyer's building is ready for use and necessary utilities and equipment are supplied thereto.

17. **COMPLETION:** Installation shall be deemed completed upon acceptance or use of any equipment by Buyer.
18. **OVERTIME:** This agreement is based on a normal eight hour working day Monday through Friday and no provisions have been made for overtime or shift premium pay. If overtime is required, additional costs will be incurred.
19. **TESTING:** All material and equipment for testing the installation shall be provided at Buyer's expense. At the time when Bradford Systems Corporation states to the Buyer that the work is complete, the Buyer will inspect the work and if the work is in conformity with the terms and provisions of the proposal, the Buyer shall accept the same and deliver to Bradford a signed statement of acceptance. If the Buyer declines to sign such a statement, then the Buyer shall immediately inform Bradford in writing of the reasons for such declination. If the Buyer fails to so notify Bradford of if the Buyer fails to make such inspection the work shall be conclusively deemed to have been accepted by the Buyer.

## **PROJECT TERMS AND CONDITIONS**

1. **FLOOR COVERING:** If Bradford Systems Corporation is not the contractor for the installation of the floor covering, Buyer's floor covering contractor is responsible for coordinating floor covering installation after Bradford installs system rail and floor.
2. **FLOOR LOADING:** Buyer is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed. Floor load data that applies to the project is subject to interpretation by a certified structural engineer. BSC is providing reference data for determining load and distribution conditions. Floor load and considerations are to be reviewed and evaluated by a qualified engineer. It is the responsibility of client to have this system approved for the floor loading if needed. If media weight is unknown; we recommend a sample weight be verified in the field.
3. **FLOOR DRILLING:** Buyer is responsible to notify Bradford Systems Corporation of any electrical or other obstructions located in the floor and Buyer is responsible for relocating said obstructions at Buyer's expense. Anchoring and/or hammer drilling may be required to which it is the Buyers responsibility to notify Bradford if there are any building restrictions on when this work may be performed.
4. **SEISMIC:** Buyer is responsible for determining if a seismic evaluation is necessary at which Bradford Systems Corporation will provide all equipment information for a seismic evaluation by an engineer if applicable.
5. **FIRE CODE:** Fire code typically requires an 18" minimum clearance between installed height of shelving system and any sprinkler system. It is the Buyer's responsibility to verify that the proposed shelving system height meets this requirement prior to the placement of purchase order.
6. **SPACESAVER WARRANTY:** A 5-year standard warranty and 1-year scheduled maintenance are included with your installation. Extended warranty and maintenance agreements are available upon request.
7. **SPACESAVER SYSTEM TRAINING & ORIENTATION:** Bradford Systems Corporation offers training to all potential users to insure safe and efficient system operation upon the Buyer's request.

Client Signature	Title	Date

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## Kendall County Agenda Briefing

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**Meeting Type:** Facilities and Technology  
**Meeting Date:** 2/5/2024  
**Subject:** Nutanix Storage Cluster Purchase  
**Prepared by:** Matthew Kinsey, ICT Director  
**Department:** ICT

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**Action Requested:**

Forward to County Board approval of a purchase of additional storage for County Network

**Board/Committee Review:**

NA

**Fiscal impact:**

\$53,772.00 Capital Funds (unbudgeted)

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**Background and Discussion:**

The ICT Department continually monitors the County's data storage needs. During the most recent budget cycle, we anticipated needing to expand our storage space in 2025. However, over the last six months, the County's data has jumped between one and two terabytes.

Staff recommends purchasing storage expansion as proposed from Presidio to ensure the County has adequate storage space and capacity for data backup. In addition to the purchase, we will be utilizing cloud storage that is already scheduled for capital purchase to offload old data that hasn't been viewed in 3+ years. We currently house 30 terabytes of data with about 14 terabytes being inactive for the last 3 years.

In the fall, staff will begin discussions on a Data Governance policy to help manage future data growth.

**Staff Recommendation:**

The ICT Director recommends purchasing storage expansion to ensure the continuation of redundancy in the environment.

**Attachments:**

Presidio quote



**TO:** Kendall County Technology Services  
Matthew Kinsey  
111 West Fox Street  
Yorkville, IL 60560  
  
mkinsey@co.kendall.il.us  
(p) 630-553-8881  
(f) (630) 553-9506

**FROM:** Presidio Networked Solutions Group, LLC  
Joe Knoblauch  
3600 Minnesota Drive  
Suite 150  
Edina, MN 55435  
  
jknoblauch@presidio.com  
(p) +1.952.237.6948

**BILL TO:** Kendall County Technology Services  
Gina Hauge  
111 West Fox Street  
Yorkville, IL 60560  
  
ghauge@co.kendall.il.us  
(p) 630.553.8885

**SHIP TO:** Kendall County Technology Services  
Matthew Kinsey  
111 West Fox Street  
Yorkville, IL 60560  
  
mkinsey@co.kendall.il.us  
(p) 630-553-8881

**Customer#:** KENDA005

**Contract Vehicle:** \*Open Market

**Account Manager:** Joe Knoblauch

**Inside Sales Rep:** Adam Otto

**Title:** Nutanix Node - G9 Model

#	Part #	Description	Unit Price	Qty	Ext Price
1	SW-AOS-PRO-PRD	Subscription, Acropolis (AOS) Pro Software License & Production Software Support Service	\$34,062.00	1	\$34,062.00
2	L-CORES-PRO-PRD	Subscription, Acropolis (AOS) Pro Software License & Production Software Support Service for 1 CPU core	\$0.00	32	\$0.00
3	L-FLASHTIB-PRO-PRD	Subscription, Acropolis (AOS) Pro Software License & Production Software Support Service for 1 TiB of flash	\$0.00	7	\$0.00
4	TERM-MONTHS	Term in months	\$0.00	36	\$0.00
5	S-HW-PRD	24-7 Production Level HW Support for Nutanix HCI appliance	\$1,288.04	1	\$1,288.04
6	SUPPORT-TERM	Support Term in Months	\$0.00	36	\$0.00
7	PLATFORM INTEGRATION	Platform Integration Fee	\$0.00	1	\$0.00
8	NX-8155-G9-6426Y-CM	X-8155-G9, 1 Node; 2x Intel XeonGold 6426Y processor (2.5 GHz/ 16- core/ 185W, Sapphire Rapids) per node	\$11,994.95	1	\$11,994.95
9	C-MEM-32GB-4800-CM	32GB Memory Module 4800MHz DDR5 RDM	\$134.91	16	\$2,158.56
10	C-HDD-8TB-EA-CM	8TB, 3.5" HDD	\$298.93	4	\$1,195.72
11	C-NVM-3.84TB-B-CM	3.84 TB NVMe SSD	\$453.00	2	\$906.00
12	C-HBA-3816-1N-A-CM	12Gb/s Gen4 HBA	\$910.04	1	\$910.04
13	C-LOM-10G2D1BT-CM	LOM Module: Broadcom 10GbE 2-port Base-T NIC (BCM 57416)	\$279.99	1	\$279.99
14	C-NIC-25G2E1-CM	SMC 25/10GbE, 2-port, NIC(Intel E810); transceiver not included	\$405.79	1	\$405.79
15	C-PWR-4FC13C14B-CM	C13/C14, 15A, 4ft Power cord	\$10.03	2	\$20.06

	<b>Sub Total:</b>	<b>\$53,221.15</b>
	<b>Shipping:</b>	<b>\$550.00</b>
	<b>Grand Total:</b>	<b>\$53,771.15</b>

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

#### Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

#### Invoicing

- CLIENT is invoiced for hardware ("goods") upon shipment from the manufacturer and shall accept and pay for partial shipments. Software is invoiced upon shipment of media or when download capability is provided. OEM services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

#### Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges for shipment of goods.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
- Presidio accepts no responsibility / liability in connection with the shipment.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.

#### Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

#### Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

#### Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

#### Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

#### Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
- Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

#### Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

#### Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

#### SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

**Confidential Information.**

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

**Export Law Compliance.**

- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

**Miscellaneous Terms**

- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

**COUNTY OF KENDALL, ILLINOIS**  
**ORDINANCE # 2024-**

**APPROVAL OF A LEASE**

WHEREAS, 55 ILCS 5/5-1049.2 authorizes a county board to lease county real estate for a term not exceeding 99 years if, in the opinion of the county board, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county; and

WHEREAS, in the opinion of the Kendall County Board, the following described property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county.

**LEGAL DESCRIPTION OF PREMISES**

Office numbers 221, 223, & 225 located on the second floor of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately twelve hundred (1200) square feet.

; and

WHEREAS, the Kendall County Board hereby seeks to lease the above described property for a term not to exceed 99 years.

NOW THEREFORE BE IT ORDAINED, the Kendall County Board hereby:

1. Authorizes the County Board Chairman to execute the Lease attached to this Ordinance as Exhibit 1 for the above-described property.
2. The Kendall County Board may lease the above-described property for a term not to exceed 99 years, the provisions of said Lease having been approved by the Board.

IN WITNESS OF, this Ordinance has been approved by a  $\frac{3}{4}$  vote of the Kendall County Board members holding office on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Attest:

\_\_\_\_\_  
Kendall County Clerk  
Debbie Gillette

\_\_\_\_\_  
Kendall County Board Chairman  
Matt Kellogg

# 2024 LEASE AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS AND THE KANE COUNTY OFFICE OF COMMUNITY REINVESTMENT, WORKFORCE DEVELOPMENT DIVISION

This Lease Agreement ("Lease") is made and entered into as of January 1, 2024 (the Effective Date), by and between the Landlord, the County of Kendall (hereinafter referred to as "County") and the Tenant, the Kane County Office of Community Reinvestment, Workforce Development Division.

## 1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as "Landlord") hereby leases to Kane County Office of Community Reinvestment, Workforce Development Division (hereinafter referred to as "Tenant") and Tenant hereby leases from the Landlord the premises, being the office numbers 221, 223, & 225 located on the second floor of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately twelve hundred (1200) square feet (hereinafter referred to as "Premises"), for the purpose of the Kane County Office of Community Reinvestment, Workforce Development Division providing job seekers with access to job search and labor market information, employment counseling and support along with education and skills training for the residents of Kendall County. Said Premises are shown on Exhibit A, attached hereto and excludes all Common Areas, as defined herein.

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

## 2. TERM.

2.1 Term. The Term of this Lease shall be for the period of one (5) year commencing on December 1, 2023, and terminating on the last day of November 2028. "Lease Term" or "Term" shall mean the Term.

2.2 Renovation of Premises by Landlord. The parties agree that that Landlord will not perform any renovation work to the premises prior to the tenant taking possession. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof, that Tenant accepts the condition of the Premises.

2.3 Termination of Lease Agreement. Either party may terminate this Lease upon sixty (60) day written notice to the other party. All obligations outstanding at that time of termination shall survive the Lease. Both parties may agree in writing to termination of the Lease and waive the sixty (60) day written notice requirement.

## 3. RENT.

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$9600.00 per year, for the period of December 1, 2023 to November 30, 2028. Tenant shall make monthly rental

payments in the amount of \$800.00, each full payment shall be made by the first day of the month, with the first payment being made December 1, 2023.

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

3.3 Fair Market Value. The Landlord and Tenant agree that the rental amount set forth in section 3.1 constitutes the fair market value for rental of the premise.

#### 4. PROPERTY.

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixtured items, purchased by the Tenant or the Landlord, either prior to or during the term of this Lease, shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this Lease, unless otherwise agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods. Landlord is not responsible for providing any personal property, equipment, furniture, or other non-fixtured items to the Tenant.

#### 5. COMMON AREA.

5.1 Common Area. "Common Area" is defined as all areas and facilities within the Kendall County Health and Human Services Building not appropriated to the occupancy of Tenant (The area of occupancy of the Tenant is shown in Exhibit A), and facilities, utilities, or equipment outside the Kendall County Health and Human Services Building which serve the Kendall County Health and Human Services Building or any other County facility or property, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in the Kendall County Health and Human Services Building that may from time to time exist. Common Areas shall include the roofs and exterior walls of buildings in the Kendall County Health and Human Services Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals.

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

5.3 Control of the Common Area. Landlord and the Kendall County Health Department shall have exclusive control of the Common Area and may exclude any person from use thereof, except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Kendall County Health and Human Services Building without Tenant's consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Health Department for the Kendall County Health and Human Services Building. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or

resulting from Tenant's operation and to use the Common Area. Common Areas shall be used by Tenant and its employees, agents, representatives, licensees, and invitees only for normal activities: parking, ingress, and egress to and from the Premises and Kendall County Health and Human Services Building. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of the Tenant. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Health Department and subject to their rules and regulations.

#### 6. REAL PROPERTY TAXES.

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

#### 7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord, the Kendall County Health Department, and any parties designated by Landlord as additional insures. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, January 1, 2024 and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Tenant's Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Kendall County Health and Human Services Building. As of the Term commencement date, such insurance shall provide coverage for and shall be in the amount of not less than \$2,000,000.00 per occurrence for bodily injury, including death, and person injury, \$1,000,000.00 per occurrence property damage insurance.

7.3 Tenant's Other Insurance. Tenant shall maintain special form property coverage, with sprinkler leakage, vandalism, and malicious mischief endorsements on all of Tenant's fixtures, including tenant improvements and betterments, equipment, and personal property on the Premises, in an amount not less than 100 percent of their full guaranteed replacement value, the proceeds of which shall, as long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain workers' compensation insurance in accordance with the laws of the State of Illinois in which the Premises are located and employer's liability insurance with a limit of not less than \$1,000,000.00 each accident.

7.4 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though

such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.5 Indemnification and Waiver by Tenant. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its officers, directors, and employees nor Landlord's employees, agents, representatives, and contractors, nor Kendall County Health Department, its officers, directors, employees, agents, representative, and contractors, and each of their successors and assigns (each, "Landlord Party" and collectively "Landlord Parties") shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees (collectively referred to herein as "Claims") arising from or relating to (a) Tenant's use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant's agents, employees, officers, directors, contractors, and invitees (each, "Tenant Party" and collectively "Tenant Parties"), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease.

## 8. USE.

8.1 The Premises shall be used for the Tenant to provide job seekers with access to job search and labor market information, employment counseling and support along with education and skills training for the residence of Kendall County during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.

8.2 Landlord shall have the authority to make modification and improvements to the Kendall County Health and Human Services Building, including the Premises, as deemed necessary to accomplish its statutory functions.

8.3 Access to the Premises by the Tenant shall be limited to the normal business hours of the Kendall County Health and Human Service Building for general public access.

## 9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant's Obligations. Subject to the foregoing, Tenant shall keep and maintain the Premises in good condition.

9.2 Landlord's Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Kendall County Health and Human Services Building including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the



Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

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

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations.

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

9.6 Technical Support. Tenant is responsible, at its own cost, to provide any technical or mechanical support to repair or replace any electrical, mechanical, or computer equipment purchased by Tenant for use on said Premise.

## 10. UTILITIES.

10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term, with the exception of telephone lines dedicated specifically for handling of Kane County Office of Community Reinvestment, Workforce Development Division telephone calls, which shall be paid by the Tenant.

10.2 Standard Use. Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Tenant agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same.

10.3 Landlord's Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Kendall County Health and Human Services Building. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers.

## 11. MECHANICS LIENS.

11.1 Tenant shall keep the Premises and the Kendall County Health and Human Services Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall defend Landlord and the Kendall County Health Department with counsel of Landlord's choosing, indemnify and save Landlord and the

Kendall County Health Department free and harmless from and against any claims arising from or relating to the same.

## 12. DEFAULTS, REMEDIES.

12.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease; or (d) if Tenant files a petition or institutes any proceedings under the Bankruptcy Code.

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises, recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises. (Landlord shall provide written notice to Tenant at the time Landlord believes it has the right contained in 12.2(c).) If Kendall County is required to take legal action to enforce the performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

12.3 At the termination of the Lease Term, by lapse of time or otherwise, Tenant will yield immediate possession of the Premises to the Landlord in good condition and repair, ordinary wear excepted, and will return any keys or access cards therefore to the Landlord.

12.4 If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to 125% (one hundred twenty-five percent) of the Rent prorated for the number of days of such holding over. In addition, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. The provisions of this section shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any Rent or other act in apparent agreement of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

## 13. DESTRUCTION.

13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Kendall County Health and Human Services Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction, either Landlord or Tenant may terminate this Lease as of the

date of the damage, upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement of the Rent amounts owed unless and until the parties agree in writing on the amount thereof.

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under 13.2, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

#### 14. SIGNS AND DISPLAYS.

14.1 Tenant shall not erect or install in, on, or about the Premises any exterior or interior signs or advertising media, or window or door lettering or placards, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances.

#### 15. COMPLIANCE WITH LAWS.

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior, or mechanical, electrical, or plumbing systems of the Building, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of billing.

It is understood and agreed by the parties that all contracts entered into by a government body, such as Kendall County, are open to public review and as such will be on file with the County Clerk's office and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises.

15.3 Non-Discrimination. Tenant, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/unlawful harassment and further 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 American with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. Tenant, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices

and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations. Tenant shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.

#### 16. RIGHT OF ENTRY.

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

#### 17. WAIVERS.

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

#### 18. LIMITATION ON LIABILITY.

18.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

#### 19. NOTICES.

19.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. A copy of any notice to Landlord shall be sent to the Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request; or (c) personal delivery. All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.

#### 20. MISCELLANEOUS.

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

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

20.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

20.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials;; acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

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

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

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

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

20.9 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

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

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

20.12 Certification. Tenant certifies that Tenant, 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 5/33-E4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Prevailing Wage Act). Tenant further certifies by signing the Lease documents that Tenant, its parent companies, subsidiaries and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Tenant 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.

20.13 Conflict of Interest. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Tenant or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Tenant or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

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

LANDLORD: \_\_\_\_\_  
Chairman

TENANT: \_\_\_\_\_  
Director - Scott Berger

Address of Landlord:  
111 West Fox Street  
Yorkville, IL 60560

Address of Tenant:  
1 Smoke Tree Office Complex, Unit A  
North Aurora, IL 60542

EXHIBIT A  
DEPICTION OF PREMISES

[See attached Second Floor Plan]



**Kendall County Health Department**  
**2<sup>nd</sup> Floor**  
**Kane County Office Community**  
**Reinvestment Workforce**  
**Development Division Space**  
**Offices 225, 223 & 221**

**COUNTY OF KENDALL, ILLINOIS  
ORDINANCE # 2024-**

**APPROVAL OF A LEASE EXCEEDING 2 YEARS**

WHEREAS, 55 ILCS 5/5-1049.2 authorizes a county board to lease county real estate for a term between 2 and 99 years if, in the opinion of the county board, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county; and

WHEREAS, in the opinion of the Kendall County Board, the following described property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county.

**LEGAL DESCRIPTION OF PREMISES**

Office number 130 located on the first floor of the northwest corner of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately one hundred and twenty (120) square feet.

; and

WHEREAS, the Kendall County Board hereby seeks to lease the above described property for a term not to exceed 99 years.

NOW THEREFORE BE IT ORDAINED, the Kendall County Board hereby:

1. Authorizes the County Board Chairman to execute the Lease attached to this Ordinance as Exhibit 1 for the above described property.
2. The Kendall County Board may lease the above described property for a term not to exceed 99 years, the provisions of said Lease having been approved by the Board.

IN WITNESS OF, this Ordinance has been approved by a  $\frac{3}{4}$  vote of the Kendall County Board members holding office on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Attest:

\_\_\_\_\_  
Kendall County Clerk  
Debbie Gillette

\_\_\_\_\_  
Kendall County Board Chairman  
Matt Kellogg



# 2024 LEASE AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS, AND THE KENDALL COUNTY HOUSING AUTHORITY

This Lease Agreement (Lease) is made and entered into as of December 1, 2023 (the Effective Date), by and between the Landlord, the County of Kendall, Illinois (hereinafter referred to as "County") and the Tenant, the Kendall County Housing Authority (hereinafter referred to as "Housing Authority").

## 1. PREMISES

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as "Landlord") hereby leases to Housing Authority (hereinafter referred to as "Tenant") and Tenant hereby leases from the Landlord the premises, being the office number 130 located on the first floor of the northwest corner of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately one hundred and twenty (120) square feet (hereinafter referred to as "Premises"), for the purpose of the Housing Authority providing adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination for residents of Kendall County. Said Premises are shown on Exhibit A hereto and excludes all common spaces as defined herein.

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

## 2. TERM

2.1 Term. The Term of this Lease shall be for the period of five (5) years commencing on December 1, 2023 and terminating on the last day of November, 2028. "Lease Term" or "Term" shall mean the Term.

2.2 Renovation of Premises by Landlord. The parties agree that that Landlord will not perform any renovation work to the premises prior to the tenant taking possession. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof, that Tenant accepts the condition of the Premises.

2.3 Termination of Lease Agreement. Either party may terminate this Lease upon sixty (60) calendar days written notice to the other party. All obligations outstanding at that time of termination shall survive the Lease. Both parties may agree in writing to termination of the Lease and waive the sixty (60) calendar days written notice requirement.

### 3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$4,800.00 per year, with the year start date commencing on December 1, 2023. Tenant shall make monthly rental payments in the amount of \$400.00, commencing on December 1, 2023 and each full payment shall be made by the first day of the month thereafter.

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

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

### 4. PROPERTY

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixtured items, purchased by either the Tenant or the Landlord either prior to or during the term of this Lease shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this agreement unless agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods. Landlord is not responsible for providing any personal property, equipment, furniture or other non-fixtured items to the Tenant.

### 5. COMMON AREA

5.1 Common Area. "Common Area" is defined as all areas and facilities within the Health and Human Services Building not appropriated to the occupancy of Tenant (The area of occupancy of the Tenant is shown in Exhibit A), and facilities, utilities, or equipment outside the Health and Human Services Building which serve the Health and Human Services Building or any other County facility or property, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in the Health and Human Services Building that may from time to time exist. Common Areas shall include the roofs and exterior walls of buildings in the Health and Human Services Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals.

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

5.3 Control of the Common Area. Landlord and the Kendall County Health Department shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized

employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Health and Human Services Building without Tenant's consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Health Department for the Health and Human Services Building. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area only for normal activities: parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Health and Human Services Building. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of the Housing Authority. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Health and Human Services Department and subject to their rules and regulations.

## 6. REAL PROPERTY TAXES

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

## 7. INSURANCE; INDEMNITY; SUBROGATION

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord, the Kendall County Health Department, and any parties designated by Landlord as additional insureds. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, December 1, 2023 and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Tenant's Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Health and Human Services Building. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than \$2,000,000.00 per occurrence for bodily injury, including death, and person injury, \$1,000,000.00 per occurrence property damage insurance. Tenant's coverage shall be primary insurance as respects Landlord, its officers, agents, and employees. Any insurance or self-insurance maintained by Landlord shall be excess of the Tenant's insurance and shall not contribute with it. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.3 Tenant's Other Insurance. Tenant shall maintain special form property coverage, with sprinkler leakage, vandalism, and malicious mischief endorsements on all of Tenant's fixtures, including tenant improvements and betterments, equipment, and personal property on the Premises, in an amount not less than 100 percent of their full guaranteed replacement value, the proceeds of which shall, as long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain workers' compensation insurance in accordance with the laws of the State of Illinois in which the Premises are located and employer's liability insurance with a limit of not less than \$1,000,000.00 each accident.

7.4 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.5 Indemnification and Waiver by Tenant. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its elected officials, employees, agents, representatives, insurers, and contractors, nor Kendall County Health Department, its board members, officers, directors, employees, agents, representatives, and contractors, and each of their successors and assigns (each, "Landlord Party" and collectively "Landlord Parties") shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees (collectively referred to herein as "Claims") arising from or relating to (a) Tenant's use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant's agents, employees, officers, directors, contractors, and invitees (each, "Tenant Party" and collectively "Tenant Parties"), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Landlord Parties pursuant to this Section of the Lease unless the attorney has been approved in writing by the Kendall County State's Attorney. The Landlord Parties' participation in their defense shall not remove Tenant's duty to indemnify, defend, and hold the Landlord Parties harmless, as set forth above. The Landlord Parties do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Lease.

## 8. USE

8.1 The Premises shall be used for the Housing Authority to provide adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer, sublet, or assign the Lease to a third party.

8.2 Landlord and the Kendall County Health Department have the authority to make modification and improvements to the Health and Human Services Building, including the Premises, as deemed necessary to accomplish their statutory functions.

8.3 Access to the Premises by the Tenant shall be limited to the normal business hours of the Health and Human Service Building for general public access.

## 9. MAINTENANCE, REPAIRS, ALTERATIONS

9.1 Tenant's Obligations. Subject to the foregoing, Tenant shall keep and maintain in good condition the Premises.

9.2 Landlord's Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Health and Human Services Building including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

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

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations.

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

9.6 Technical Support. Tenant is responsible, at its own cost, to provide any technical or mechanical support to repair or replace any electrical, mechanical, or computer equipment purchased by Tenant for use on said Premise.

## 10. UTILITIES

10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term, with the exception of telephone lines dedicated specifically for handling housing authority telephone calls, which shall be paid by the Tenant.

10.2 Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants

10.3 Landlord's Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of

utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Health and Human Services Building.

## 11. MECHANICS LIENS

11.1 Tenant shall keep the Premises and the Health and Human Services Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall defend with counsel of Landlord's choosing, indemnify and save Landlord free and harmless from and against any Claims arising from or relating to the same.

## 12. DEFAULTS, REMEDIES

12.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease; or (d) if Tenant files a petition or institutes any proceedings under the Bankruptcy Code.

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises and recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity; or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

12.3 At the termination of the Lease Term, by lapse of time or otherwise, Tenant will yield immediate possession of the Premises to the Landlord in good condition and repair, loss by fire and ordinary wear excepted, and will return any keys or access cards therefore to the Landlord.

12.4 If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to 125% (one hundred twenty-five percent) of the Rent prorated for the number of days of such holding over. In addition, Tenant shall be liable to Landlord for any and all

damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. The provisions of this section shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any Rent or other act in apparent agreement of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

### 13. DESTRUCTION

13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Health and Human Services Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction under the laws and regulations of the state, federal, county, and municipal authorities or other authorities with jurisdiction, either Landlord or Tenant may terminate this Lease at the date of the damage upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement until the parties agree in writing on the amount thereof.

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

### 14. SIGNS AND DISPLAYS

14.1 Tenant shall not erect or install in, on, or about the Premises any exterior or interior signs or advertising media, or window or door lettering or placards, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances.

### 15. COMPLIANCE WITH LAWS

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior, or mechanical, electrical, or plumbing systems of the Building, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of billing.

15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials (as defined below) to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises

## 16. RIGHT OF ENTRY

16.1 Landlord, the Kendall County Health Department, and their authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

## 17. WAIVERS

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

## 18. ATTORNEY'S FEES

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

## 19. LIMITATION ON LIABILITY

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

## 20. NOTICES.

20.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request; or (c) personal delivery, in which case Notice shall be deemed delivered upon receipt of confirmation of such facsimile transmission of such Notice (provided a follow-up Notice is (i) mailed by certified or registered United States Mail, postage prepaid, return receipt requested; (ii) delivered by overnight courier delivery; or (iii) delivered by personal delivery within five (5) business day thereafter). All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.



## 21. MISCELLANEOUS

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

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

21.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

21.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

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

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

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

addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

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

21.9 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

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

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

LANDLORD: \_\_\_\_\_  
Chairman

TENANT: \_\_\_\_\_  
{insert title}

County of Kendall, Illinois  
111 W. Fox Street  
Yorkville, IL 60560

Kendall Housing Authority  
811 W. John Street  
Yorkville, IL 60560

Exhibit A

Kendall County

Health & Human Services

Housing Authority Space Office 130

1<sup>st</sup> Floor



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 2/20/2024  
**Subject:** Phase 1 January Monthly Report and Contingency Reduction #5  
**Prepared by:** Dan Polvere, Facilities Director  
**Department:** Facilities

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### **Action Requested:**

Review and Approve Phase 1 Contingency Reduction No. 5

### **Board/Committee Review:**

At its February 15, 2024 Meeting, the Committee of the Whole approved a Motion to Forward to County Board .

### **Fiscal impact:**

\$22,713 Reduction of Phase 1 Contingency

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### **Background and Discussion:**

Progress continues on County Office Building #2 (107 W. Fox Street), with work on target to be completed by June 1st. Cordogan Clark's detailed report of January progress is attached.

Contingency reduction No. 5 includes costs for 1) lowering the water main to accommodate other equipment for the connection of the water main to the sprinkler system and 2) electrical changes do to coordination issues and final furniture & elevator designs.

The total request for Contingency Reduction No. 5 is \$22,713, with revised contract amounts as follows:

- Omega Plumbing: \$144,702 (2,202 increase)
- CSN Electric: \$998,633 (\$8,852, \$9,808 & \$1,851 increases)

**The current available contingency is \$209,792.**

**Staff Recommendation:** Approve Motion

### **Attachments:**

- Cordogan Clark January monthly report
- Contingency Reduction No. 5 dated 2-7-2024
- Phase 1 Drone Pic East Side 2 8 24
- Phase 1 Drone Pic Northwest Side 2 8 24

# CONTINGENCY REDUCTION

Owner: ☐  
Architect: ☐  
Construction Manager: ☐  
Contractor: ☐  
Field: ☐

**PROJECT:** Phase One New Office Building

**CONTINGENCY REDUCTION #:** CR-005

**CLIENT:** Kendall County  
111 W. Fox Street  
Yorkville, IL 60560

**DATE:** 2/7/2024  
**CONTRACT DATE:**  
**PROJECT #:** 221071

## CONSTRUCTION

**MANAGER:** Cordogan Clark Consulting Services  
960 Ridgeway Avenue  
Aurora, IL 60506

The Contract is changed as follows:

### 1. Omega Plumbing

PR-007 Lower water main to accommodate other equipment for the connection to water main in the sprinkler \$2,202.00

New Contract Amount: \$144,702.00

### 2. CSN Electric

PR-004 Electrical Changes & ASI-012 Credit for coordination of submitted items, products, and equipment. \$8,852.00

PR-005 Wiremold and Floor Boxes required by Voter layout changes. \$9,808.00

ASI-009 Elevator Electrical Changes required by Electrical Contractor. \$1,851.00

New Contract Amount: \$998,633.00

**SUB-TOTAL FOR CONTINGENCY REDUCTION: \$22,713.00**

The Original Contingency was: \$505,200.00

Net Change by previously authorized Contingency Reductions: \$272,695.00

The Contingency prior to this reduction was: \$232,505.00

The Contingency will be decreased by this reduction in the amount of: \$22,713.00

The new Contingency with this reduction will be: **\$209,792.00**

The Contract Time will be increased by: ( 0 ) days

The date of Substantial Completion as of the date of this Contingency Reduction, therefore is: unchanged.

NOTE: This Contingency Reduction does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until cost and time have been agreed by both the Owner, Contractor & Construction Manager, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER.

### CONSTRUCTION MANAGER:

Cordogan Clark Consulting Services, Inc.  
960 Ridgeway Avenue  
Aurora, IL 60505

By: \_\_\_\_\_

Date: \_\_\_\_\_

### OWNER:

Kendall County  
111 W. Fox Street  
Yorkville, IL 60560

By: \_\_\_\_\_

Date: \_\_\_\_\_



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 2/20/2024  
**Subject:** Phase 1 Office, Lobby and Training Furniture Procurement  
**Prepared by:** Dan G. Polvere  
**Department:** Facilities Management

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### **Action Requested:**

Review/Approve Phase 1 Office, Lobby and Training Furniture procurement via the TIPS government Co-Op Contract Number 210305 at a cost not-to-exceed \$310,648.

### **Board/Committee Review:**

At its February 15, 2024, Meeting the Committee of the Whole approved a Motion to Forward to County Board.

### **Fiscal impact:**

\$310,648 Reduction of the remaining Phase 1 \$315,648 Furniture, Fixtures & Equipment (FF&E) Budget

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### **Background and Discussion:**

Per the Phase 1 interior design (see attached), procurement of Lacasse and RightAngle furniture for the offices, lobby and training areas via the TIPS government Co-Op.

**The Phase 1 Furniture, Fixtures and Equipment budget is \$376,473 (-\$60,825 for Bradford Storage Solutions) = \$315,648 remaining budget.**

### **Staff Recommendation:**

Approve Motion

### **Attachments:**

- Office, Lobby and Training Furniture Plans
- Lacasse Quote
- RightAngle Quote



**Kendall County**  
ILLINOIS

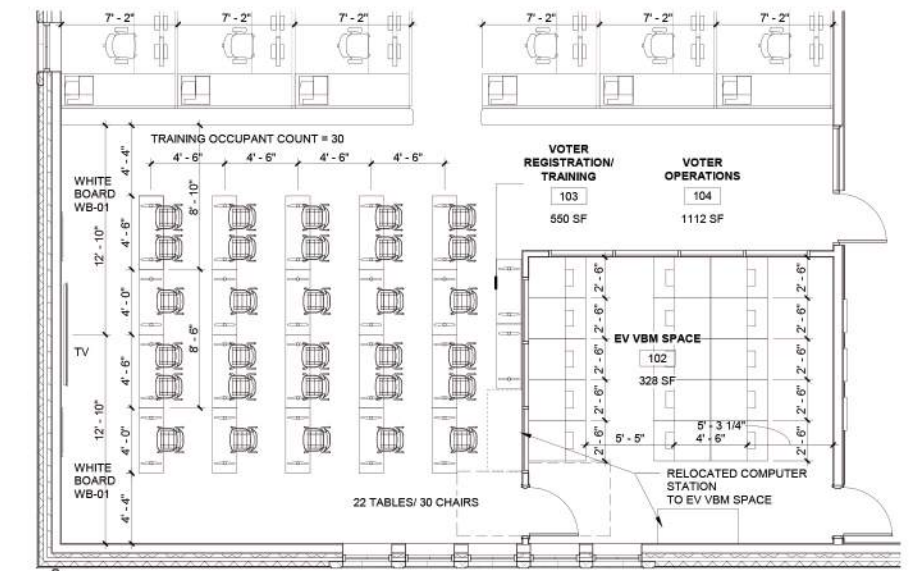
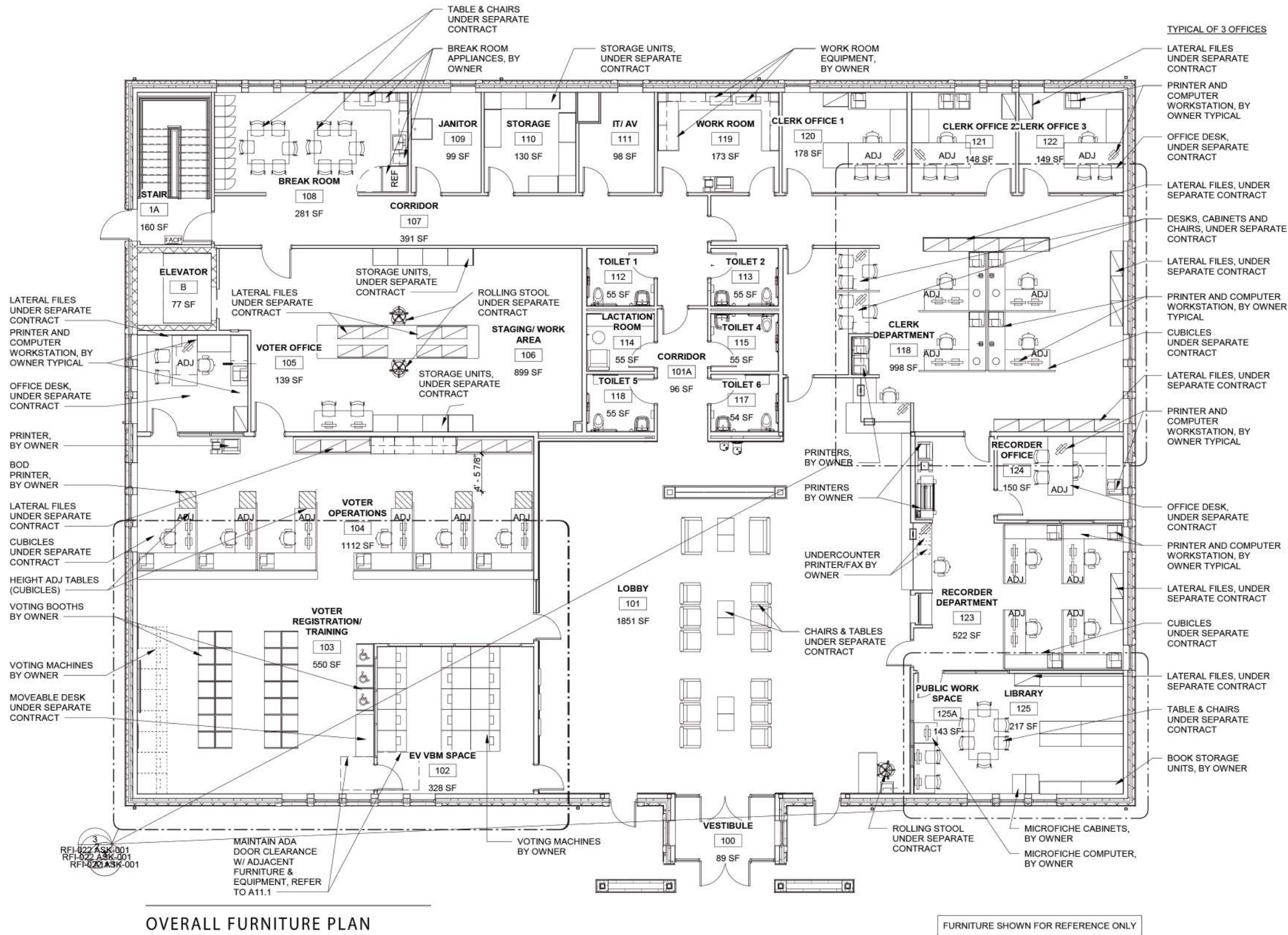
PH1 CLERK BUILDING

FURNITURE PLANS

JANUARY 30, 2024











Lacasse  
Metal Lateral Files  
104: 6 Qty 3H, 36Wx18Dx40-1/16H  
106: 8 Qty 3H, 36Wx18Dx40-1/16H  
118: 5 Qty 3H, 36Wx18Dx40-1/16H  
with laminate top (against the wall)  
118: 8 Qty 4H, 36Wx18Dx53-3/8H  
with laminate top  
123: 2 Qty 4H, 36Wx18Dx53-3/8H  
with laminate top



Lacasse  
400E 30x60"Desk  
with B/B/F Pedestal  
Freestanding Screen 66"H

## FIRST FLOOR - FURNITURE PLAN

## PH1 CLERK BUILDING

KENDALL COUNTY



Lacasse 400E - Height Adjustable Desks  
36x84W Desk B/F  
36x72W Desk B/F (Office 105)  
24x48W Return (with power module)  
24Dx84W Credenza Lateral File  
24Dx84W Credenza Lateral File (105)  
Pencil Drawer  
Wall-Mount Tackboard 72Wx21H  
Wall-Mount Hutch 16Dx72Wx22H  
4H Lateral File 36Wx20Dx58H



Lacasse Paradigm Cubicles  
Metal Mobile BBF with  
Multi-unit Pedestal Lateral each  
42H Panels/29H Panels (hardwired)  
104: Adj Height Table 29x64", 24Dx84W  
118: Adj Height Table 29x64", 24Dx84W  
123: Adj Height Table 29x64", 20Dx84W



Lacasse  
Sonoma Lounge Chair  
Pouf Ottoman 24"Dia  
with laminate top  
Upholstered



Height Adjustable  
Tables (plug-in)  
(104, 118, 123 cubicles)



Lacasse Sonoma  
Loveseat  
Upholstered



Lacasse  
Brylee 2.0 Guest Chair  
Uphol Seat & Back  
Arms  
No Arms (108 only)  
Casters



Lacasse  
Cube200  
Square Table  
24Wx24Dx17H



Lacasse  
Upswing Task Chair  
Mesh Back  
Uphol Seat, Arms



Lacasse  
Quorum Table  
Angled Legs  
108: 48x60"  
120: 36x36"  
125: 42x72" w/ power



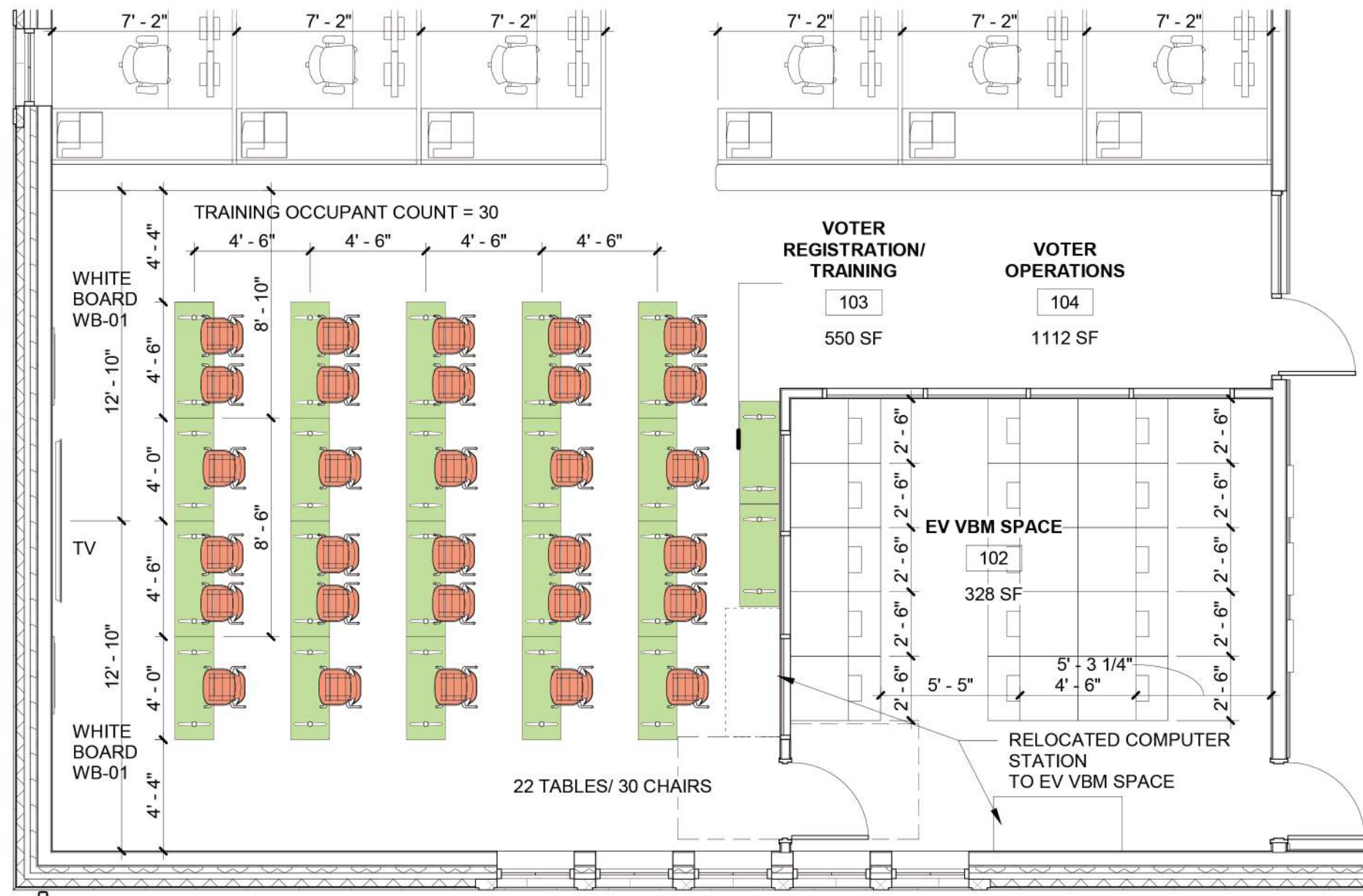
Lacasse  
Rackup Stool  
Armless  
Uphol Seat

JANUARY 30, 2024

PAGE 3

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RightAngle  
Romeo Flip Nesting Table  
18Dx48W (single person), casters, 12 Qty  
18Dx54W (double person), casters, 10 Qty  
with power module black  
1 AC Outlet  
1 USB Type A  
1 USB Type C



Lacasse  
Rackup Nesting Chairs  
Arms, Mesh Backrest  
Uphol seat  
Casters  
30 Qty



## KENDALL C.C. BLDG

Project number : GL-50066  
Quotation number: 50066 TIPS Contract # 210305  
02-01-2024 REV11  
EXP 02-29-2024

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
101-LOBBY						
1	CU2B1M-E8	CUBE 200 - Single-section Base (Legs)	ARO	6	228.00 \$	1,368.00 \$
2	CU2-TF	CUBE 200 - Legless Unit without Access	ARO	6	334.80 \$	2,008.80 \$
3	SO2-E8-GR1	SONOMA - Upholstered Lounge Loveseat w/ Metal Legs	ARO	2	1,814.40 \$	3,628.80 \$
4	SO1-E8-GR1	SONOMA - Upholstered Lounge Armchair w/ Metal Legs	ARO	12	1,455.60 \$	17,467.20 \$
5	RK52-E3-M??-GR1-ST-P -NB-HDW	Stool, no arms, mesh backrest	UNN	1	646.20 \$	646.20 \$
					25,119.00\$	
103- TRAINNING						
6	RK03-E3-M??-GR1-HDW -FA-DP	Nesting chairs, with arms, mesh backrest, 2-pack	UNC	15	792.60 \$	11,889.00 \$
					11,889.00\$	
104- VOTER OPERATIONS						
7	LGC-DR20P	Storage drawer	LUA	6	131.40 \$	788.40 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
8	UP13-E3-M??-GR1-SYN-P-AB-HDW-HA8	Task chair, with arms, mesh backrest	UNC	6	499.20 \$	2,995.20 \$
9	RID??-183028CO	Metal multi unit, file drawer on right, 30"W, 18"D, 27 7/8"H,	SSF	6	1,233.00 \$	7,398.00 \$
10	RID??-183641LF3	Metal lateral file, 3-high, 36"W, 18"D, 40 1/16"H,	SSF	6	1,020.60 \$	6,123.60 \$
11	KMPM-1519-3	Mobile pedestal w/ metal fr., B/B/F, 18 7/8D	PAU	6	532.80 \$	3,196.80 \$
12	KUR-2484-1-G	Std. rect. surf., TFL, grommet, 24Dx84W	PAU	6	342.00 \$	2,052.00 \$
13	KER3-C1-?	3-circ., duplex receptacles, circuit #1, pack of 10	PAU	1	201.00 \$	201.00 \$
14	KER3-C2-?	3-circ., duplex receptacles, circuit #2, pack of 10	PAU	1	201.00 \$	201.00 \$
15	KVWS-30	Wall starter, 29 7/8H	PAU	2	67.20 \$	134.40 \$
16	KPMA-3042-3P	Acoust. panel, pwr. 3-circ., 29 7/8Hx42W	PAU	12	529.80 \$	6,357.60 \$
17	KVET-42	End-of-run trims, full height, 42 1/4H	PAU	7	116.40 \$	814.80 \$
18	KVPLA-42-30	L junction kit, variable height, 42 1/4H lowering to 29 7/8H	PAU	2	138.00 \$	276.00 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
19	KVPTA-42-30	T junction kit, var. height type A, 42 1/4H lowering to 29 7/8H	PAU	4	87.60 \$	350.40 \$
20	KPMA-4242-NN	Acoust. panel, non-pwr., 42 1/4Hx42W	PAU	6	462.60 \$	2,775.60 \$
21	KPMA-4248-NN	Acoust. panel, non-pwr., 42 1/4Hx48W	PAU	6	508.20 \$	3,049.20 \$
22	KACB-P-2	Standard cantilever brackets, pair	PAU	3	81.60 \$	244.80 \$
23	KAPB-2	Panel brackets, pair	PAU	9	31.80 \$	286.20 \$
24	KEB3-S-6	3-circ., hardwire base feed	PAU	2	162.00 \$	324.00 \$
25	KEJ3-G	3-circ., jumpers for electrified junction, type G	PAU	4	61.20 \$	244.80 \$
26	T1NN?-RCA2964GC	RECT HEIGHT ADJ TABLE - 1" thermofused lam w/smooth edge, matching edge color, 29x64"	QMU	6	1,491.60 \$	8,949.60 \$
					<u>46,763.40\$</u>	

## 105- CLOSED OFFICE

27	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters	UNN	2	373.80 \$	747.60 \$
28	LGC-PCV1USB2P	FLUSH MOUNT ROUND ELECTRICAL COMMUNICATION MODULE- INCLUDE 2 ELECTRICAL OUTLETS AND 2 USB PORT- INSTALLED ON THE RETURN		1	355.80 \$	355.80 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
29	UP13-E3-M??-GR1-SYN-P-AB-HDW-HA8	Task chair, with arms, mesh backrest	UNN	1	499.20 \$	499.20 \$
30	4N?N-1830LFL	Lateral File,Modular,F/F,Lock,I 18"(448MM)D x 30"(748MM)W	LU4	1	703.20 \$	703.20 \$
31	7?NN-DT2448C.1	Work Surface,Rect,Tx. 2 Edg,9" mod panel. Pnl,2 Recessed Legs,1 Grommet 24"(600MM)Dx48"(1200MM)W	LU7	1	556.80 \$	556.80 \$
32	7?NN-DT2472A	Work Surface,Rect,Tx. 2 Edg,Full-Ht Mod. Pnl,2 Full-Width Legs,1 Grommet 24"(600MM)Dx72"(1800MM)W	LU7	1	672.60 \$	672.60 \$
33	41NN-EM722216P	Hutch,Wall-Mounted w/Doors,4 Doors 16"(400MM)D x 72"(1800MM)W x 22"(553MM)H	LU4	1	935.40 \$	935.40 \$
34	LGC-DR20P	Storage drawer	LUA	1	131.40 \$	131.40 \$
35	LGC-LED44	LED Task Lights, 44"	LUA	1	585.60 \$	585.60 \$
36	LGC-TK7221M	Wall-Mount Tackboards, 72 x ½ x 21	LUA	1	324.60 \$	324.60 \$
37	LN??-203658LF4	LATERAL FILE / 4 STEEL DRAWERS, 36x20x58	LMS	1	1,758.00 \$	1,758.00 \$
38	N1NDN-F201621	Low Stor. Mod., w/ B/F, 16 x 20 x 21	UNX	1	934.80 \$	934.80 \$
39	N5NLN-RT3672FGK	Height adj. desk w/ file drawer, 1-1/2" thick, 72 x 36 x 26-43.5	UNX	1	3,424.80 \$	3,424.80 \$

Line	Product number	Description	Cat SC	Qty	Cost \$		Ext. Cost \$	
40	NNNNN-CU1518	Cushion, 18 x 15 x 0.875	UNX	1	226.20	\$	226.20	\$
					<u>11,856.00\$</u>			

106								
41	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters	UNN	2	373.80	\$	747.60	\$
42	RID??-183641LF3	Metal lateral file, 3-high, 36"W, 18"D, 40 1/16"H,	SSF	8	1,020.60	\$	8,164.80	\$
43	RK52-E3-M??-GR1-ST-P -NB-HDW	Stool, no arms, mesh backrest, GRADE 1	UNN	2	646.20	\$	1,292.40	\$
					<u>10,204.80\$</u>			

108- BREAK ROOM								
44	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters	UNN	12	373.80	\$	4,485.60	\$
45	ST5NNN-RC4860	RECTANGULAR TOP - 1-1/2" thermofused lam w/smooth edge, matching edge color, 48X60	QMU	2	617.40	\$	1,234.80	\$
46	TNNN?-ATL228	METAL ANGLED LEG 29H, PAIR	QMU	4	289.20	\$	1,156.80	\$
					<u>6,877.20\$</u>			

114-LACTATION ROOM								
47	HRT24-E8-GR1	ROUD TABLE	ARO	1	351.60	\$	351.60	\$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
48	SO1-E8-GR1	SONOMA - Upholstered Lounge Armchair w/ Metal Legs	ARO	1	1,455.60 \$	1,455.60 \$
					<u>1,807.20\$</u>	
<b>118- CLERK DEPARTMENT</b>						
49	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters	UNN	6	373.80 \$	2,242.80 \$
50	RID??-183654LF4	Metal lateral file, 4-high, 36"W, 18"D, 53 3/8"H,	SSF	8	1,282.20 \$	10,257.60 \$
51	S41NN-TDM3660	RECESSED FULL MODESTY PANEL, 36 X 60	*	2	600.60 \$	1,201.20 \$
52	UP13-E3-M??-GR1-SYN-P-AB-HDW-HA8	Task chair, with arms, mesh backrest	UNN	5	499.20 \$	2,496.00 \$
53	RID??-183028CO	Metal multi unit, file drawer on right, 30"W, 18"D, 27 7/8"H,	SSF	2	1,233.00 \$	2,466.00 \$
54	RID??-183641LF3	Metal lateral file, 3-high, 36"W, 18"D, 40 1/16"H,	SSF	5	1,020.60 \$	5,103.00 \$
55	KMCU-1519	Pedestal cushion, 18 7/8D	PAU	4	219.00 \$	876.00 \$
56	KMPM-1519-3	Mobile pedestal w/ metal fr., B/B/F, 18 7/8D	PAU	4	532.80 \$	2,131.20 \$
57	KUR-2484-1-G	Std. rect. surf., TFL, grommet, 24Dx84W	PAU	4	342.00 \$	1,368.00 \$



Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
58	KER3-C1-?	3-circ., duplex receptacles, circuit #1, pack of 10	PAU	1	201.00 \$	201.00 \$
59	KER3-C2-?	3-circ., duplex receptacles, circuit #2, pack of 10	PAU	1	201.00 \$	201.00 \$
60	KVET-42	End-of-run trims, full height, 42 1/4H	PAU	5	116.40 \$	582.00 \$
61	KVPT-42	T junction kit, full height, 42 1/4H	PAU	1	84.00 \$	84.00 \$
62	KPMA-4242-3P	Acoust. panel, pwr. 3-circ., 42 1/4Hx42W	PAU	4	567.60 \$	2,270.40 \$
63	KPMA-4242-NN	Acoust. panel, non-pwr., 42 1/4Hx42W	PAU	4	462.60 \$	1,850.40 \$
64	KPMA-4248-NN	Acoust. panel, non-pwr., 42 1/4Hx48W	PAU	4	508.20 \$	2,032.80 \$
65	RID??-CO183028	Metal multi unit, file drawer on left, 30"W, 18"D, 27 7/8"H,	SSF	2	1,233.00\$	2,466.00 \$
66	KACB-P-2	Standard cantilever brackets, pair	PAU	2	81.60 \$	163.20 \$
67	KAPB-2	Panel brackets, pair	PAU	6	31.80 \$	190.80 \$
68	KEB3-S-6	3-circ., hardwire base feed	PAU	1	162.00 \$	162.00 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
69	KEJ3-G	3-circ., jumpers for electrified junction, type G	PAU	1	61.20 \$	61.20 \$
70	LGC-DR20P	Storage drawer	LUA	4	131.40 \$	525.60 \$
71	LU-SCL2436	LAMINATE STACK SCREEN SINGLE PACK, 24"H	GIU	2	168.00 \$	336.00 \$
72	LU-SCLI4236S	FREESTANDING SCREEN W/ SILVER BASE, 42"H	GIU	2	337.20 \$	674.40 \$
73	4N?N-P1518UFL	Pedestal,Modular,B/B/F,Pencil Tray,w/Lock, 18"(448MM)D x 15"(388MM)W x 28"(711MM)H	LU4	2	607.80 \$	1,215.60 \$
74	T1NN?-RCA2964GC	RECT HEIGHT ADJ TABLE - 1" thermofused lam w/smooth edge, matching edge color, 29x64"	QMU	4	1,491.60 \$	5,966.40 \$
75	R1NNN-TO3618	Thermofused laminate top for 18"D metal storage unit, 36"W, 18"D, 1"H	SSN	3	209.40 \$	628.20 \$
76	R1NNN-TO7218	Thermofused laminate top for 18"D metal storage units, 72"W, 18"D, 1"H	SSN	5	267.60 \$	1,338.00 \$
					<b><u>49,090.80\$</u></b>	

## 120-121-122- CLOSED OFFICE

77	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters	UNN	6	373.80 \$	2,242.80 \$
78	LGC-PCV1USB2P	FLUSH MOUNT ROUND ELECTRICAL COMMUNICATION MODULE- INCLUDE 2 ELECTRICAL OUTLETS AND 2 USB PORT- INSTALLED ON THE RETURN		3	355.80 \$	1,067.40 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
79	T1NN?-SQR3629DC	SQUARE TABLE BASE DISC, - 1" thermofused lam w/smooth edge, matching edge color, black accent, 36"D	QMU	1	784.80 \$	784.80 \$
80	UP13-E3-M??-GR1-SYN-P-AB-HDW-HA8	Task chair, with arms, mesh backrest	UNN	3	499.20 \$	1,497.60 \$
81	4N?N-1830LFL	Lateral File,Modular,F/F,Lock,18"(448MM)D x 30"(748MM)W	LU4	3	703.20 \$	2,109.60 \$
82	7?NN-DT2448C.1	Work Surface,Rect,Tx. 2 Edg,9" mod panel. Pnl,2 Recessed Legs,1 Grommet 24"(600MM)Dx48"(1200MM)W	LU7	3	556.80 \$	1,670.40 \$
83	S7?NN-DT2484A	Work Surface,Rect,Tx. 2 Edg,Full-Ht Mod. Pnl,2 Full-Width Legs,1 Grommet 24"(600MM)Dx84"W, half gable in the middle	LU7	3	882.00 \$	2,646.00 \$
84	41NN-EM722216P	Hutch,Wall-Mounted w/Doors,4 Doors 16"(400MM)D x 72"(1800MM)W x 22"(553MM)H	LU4	3	935.40 \$	2,806.20 \$
85	LGC-DR20P	Storage drawer	LUA	3	131.40 \$	394.20 \$
86	LGC-LED44	LED Task Lights, 44"	LUA	3	585.60 \$	1,756.80 \$
87	LGC-TK7221M	Wall-Mount Tackboards, 72 x ½ x 21	LUA	3	324.60 \$	973.80 \$
88	LN??-203658LF4	LATERAL FILE / 4 STEEL DRAWERS,36x20x58	LMS	3	1,758.00 \$	5,274.00 \$
89	N1NDN-F201621	Low Stor. Mod., w/ B/F, 16 x 20 x 21	UNX	3	934.80 \$	2,804.40 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
90	N5NLN-RT3684FG?	Height adj. desk w/ file drawer, 1-1/2" thick, 84 x 36 x 26-43.5	UNX	1	3,469.80 \$	3,469.80 \$
91	N5NRN-RT3684FG?	Height adj. desk w/ file drawer, 1-1/2" thick, 84 x 36 x 26-43.5	UNX	2	3,469.80 \$	6,939.60 \$
92	NNNNN-CU1518	Cushion, 18 x 15 x 0.875	UNX	3	226.20 \$	678.60 \$
					<b><u>37,116.00\$</u></b>	

### 123- RECORDER DEPARTEMENT

93	UP13-E3-M??-GR1-SYN-P-AB-HDW-HA8	Task chair, with arms, mesh backrest	UNN	1	499.20 \$	499.20 \$
94	UP13-E3-M??-GR1-SYN-P-AB-HDW-HA8	Task chair, with arms, mesh backrest	UNN	4	499.20 \$	1,996.80 \$
95	RID??-183028CO	Metal multi unit, file drawer on right, 30"W, 18"D, 27 7/8"H,	SSF	4	1,233.00 \$	4,932.00 \$
96	RID??-183654LF4	Metal lateral file, 4-high, 36"W, 18"D, 53 3/8"H,	SSF	2	1,282.20 \$	2,564.40 \$
97	KMCU-1519	Pedestal cushion, 18 7/8D	PAU	4	219.00 \$	876.00 \$
98	KMPM-1519-3	Mobile pedestal w/ metal fr., B/B/F, 18 7/8D	PAU	4	532.80 \$	2,131.20 \$
99	KUR-2084-1-G	Std. rect. surf., TFL, grommet, 20Dx84W	PAU	4	300.00 \$	1,200.00 \$

Line	Product number	Description	Cat SC	Qty	Cost \$		Ext. Cost \$	
100	KER3-C1-?	3-circ., duplex receptacles, circuit #1, pack of 10	PAU	1	201.00	\$	201.00	\$
101	KER3-C2-?	3-circ., duplex receptacles, circuit #2, pack of 10	PAU	1	201.00	\$	201.00	\$
102	KVWS-30	Wall starter, 29 7/8H	PAU	2	67.20	\$	134.40	\$
103	KPMA-3042-3P	Acoust. panel, pwr. 3-circ., 29 7/8Hx42W	PAU	8	529.80	\$	4,238.40	\$
104	KVET-42	End-of-run trims, full height, 42 1/4H	PAU	4	116.40	\$	465.60	\$
105	KVPL-42	L junction kit, full height, 42 1/4H	PAU	2	138.00	\$	276.00	\$
106	KVPTA-42-30	T junction kit, var. height type A, 42 1/4H lowering to 29 7/8H	PAU	2	87.60	\$	175.20	\$
107	KPMA-4236-NN	Pan. acoust. tissu, non él., 42 1/4Hx36L	PAF	4	444.60	\$	1,778.40	\$
108	KPMA-4248-NN	Acoust. panel, non-pwr., 42 1/4Hx48W	PAU	4	508.20	\$	2,032.80	\$
109	KACB-P-2	Standard cantilever brackets, pair	PAU	2	81.60	\$	163.20	\$
110	KAPB-2	Panel brackets, pair	PAU	6	31.80	\$	190.80	\$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
111	KEB3-S-6	3-circ., hardwire base feed	PAU	2	162.00 \$	324.00 \$
112	KEJ3-G	3-circ., jumpers for electrified junction, type G	PAU	2	61.20 \$	122.40 \$
113	LGC-DR20P	Storage drawer	LUA	4	131.40 \$	525.60 \$
114	T1NN?-RCA2964GC	RECT HEIGHT ADJ TABLE - 1" thermofused lam w/smooth edge, matching edge color, 29x64"	QMU	4	1,491.60\$	5,966.40 \$
115	R1NNN-TO7218	Thermofused laminate top for 18"D metal storage units, 72"W, 18"D, 1"H	SSN	1	267.60 \$	267.60 \$
					<u>31,262.40\$</u>	

#### 124- RECORDER OFFICE

116	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters	UNN*	2	373.80 \$	747.60 \$
117	LGC-PCV1USB2P	FLUSH MOUNT ROUND ELECTRICAL COMMUNICATION MODULE- INCLUDE 2 ELECTRICAL OUTLETS AND 2 USB PORT- INSTALLED ON THE RETURN		1	355.80 \$	355.80 \$
118	N5NLN-RT3684FGK	Height adj. desk w/ file drawer, 1-1/2" thick, 84 x 36 x 26-43.5	UNX	1	3,469.80 \$	3,469.80 \$
119	NNNNN-CU1518	Cushion, 18 x 15 x 0.875	UNX	1	226.20 \$	226.20 \$
120	UP13-E3-M??-GR1-SYN-P-AB-HDW-HA8	Task chair, with arms, mesh backrest	UNN	1	499.20 \$	499.20 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
121	4N?N-1830LFL	Lateral File,Modular,F/F,Lock,18"(448MM)D x 30"(748MM)W	LU4	1	703.20 \$	703.20 \$
122	7?NN-DT2448C.1	Work Surface,Rect,Tx. 2 Edg,9" mod panel. Pnl,2 Recessed Legs,1 Grommet 24"(600MM)Dx48"(1200MM)W	LU7	1	556.80 \$	556.80 \$
123	S7?NN-DT2484A	Work Surface,Rect,Tx. 2 Edg,Full-Ht Mod. Pnl,2 Full-Width Legs,1 Grommet 24"(600MM)Dx84"W, half gable in the middle	LU4	1	882.00 \$	882.00 \$
124	41NN-EM722216P	Hutch,Wall-Mounted w/Doors,4 Doors 16"(400MM)D x 72"(1800MM)W x 22"(553MM)H	LU4	1	935.40 \$	935.40 \$
125	LGC-DR20P	Storage drawer	LUA	1	131.40 \$	131.40 \$
126	LGC-LED44	LED Task Lights, 44"	LUA	1	585.60 \$	585.60 \$
127	LGC-TK7221M	Wall-Mount Tackboards, 72 x ½ x 21	LUA	1	324.60 \$	324.60 \$
128	N1NDN-F201621	Low Stor. Mod., w/ B/F, 16 x 20 x 21	UNX	1	934.80 \$	934.80 \$

10,352.40\$

## 125- PUBLIC WORK SPACE

129	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters	UNN	8	373.80 \$	2,990.40 \$
130	T5NN?-RC4272PC	RECTANGULAR TOP - 1-1/2" thermofused lam w/smooth edge, matching edge color, w/elec comm mod,42X72	QMU	1	1,137.60 \$	1,137.60 \$

Line	Product number	Description	Cat SC	Qty	Cost \$	Ext. Cost \$
131	TNNN?-ATL228WM	METAL ANGLED LEG 29H, WITH CABLE MGMT, PAIR,	QMU	1	308.40 \$	308.40 \$

132	TNNN?-ATL228	METAL ANGLED LEG 29H, PAIR,	QMU	1	289.20 \$	289.20 \$
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**4,725.60\$**

### X- additional chair

133	BL32C-E3-GR1-APW	Guest/stack chairs, with arms, on casters		8	373.80 \$	2,990.40 \$
-----	------------------	---	--	---	-----------	-------------

**2,990.40\$**

Subtotal **250,054.20** \$

Freight, Delivery and Installation - **41,707.70** \$

**Grand total:** **291,761.90** \$

### **PLEASE NOTE:**

- Specification prices are valid with our current price list at time of purchase.
- It is the responsibility of the dealer to ensure the accuracy of this specification.
- Any errors, discrepancies or changes must be reported immediately prior to placing an order.
- All pieces are built using the metric system; you must specify if you need exact imperial dimensions.
- All products are always specified with grade 1 fabric unless otherwise noted.
- All chairs are always specified with basic options unless otherwise noted.
- No finishes, fabrics or handles are specified.
- Drawings are for reference only.
- This is a specification not a purchase order.

**THANK YOU FOR YOUR BUSINESS!**



**K&A Manufacturing Inc.**

6703 Zinser Street  
Schofield, WI 54476  
Phone: 715-355-0222 or 800-298-4351  
Fax: 866-882-9475  
Fed ID: 391659382

# Quote No. 21515

**Monday, January 29, 2024**

Page 1 of 2

Customer **Attn:**  
address: **TIPS-Quote**

Shipping  
address: **TIPS-Quote**  
Phone:

Reseller: SHERIDAN

Ship Via: \_Best Way

Quote Reference: Kendall County Clerk Bldg - Flip Tables

Pricing on quote is "END USER" pricing.

TIPS Contract #:230301

TIPS Vendor Name: RightAngle

Member: Kendall County

Line: 1

Part ID: WS9G185418GMB

Rev:

Worksurface Type9 1-1/8" Rectangle 18"x54"x18" TFM Gray Matrix Black Edgeband

		<u>List</u>		<u>Discounted</u>		<u>Estimated</u>	
<u>Quantity</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Disc %</u>	<u>Unit Price</u>	<u>Addl Charge</u>	<u>Lead Time*</u>	<u>Total Price</u>
10EA		\$291.00000	50.00	\$145.50000	\$0.00	4 Weeks	\$1,455.00

Line: 2

Part ID: RFLBC184818B

Rev: 2

Romeo Flip 18x48x18 Blk w/Casters


Tag: (10) for 54" tops, (12) for 48" tops

		<u>List</u>		<u>Discounted</u>		<u>Estimated</u>	
<u>Quantity</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Disc %</u>	<u>Unit Price</u>	<u>Addl Charge</u>	<u>Lead Time*</u>	<u>Total Price</u>
22EA		\$768.00000	50.00	\$384.00000	\$0.00	4 Weeks	\$8,448.00

Line: 3

Part ID: 54211

Rev: 1

Charging Dock, (2) USB Ports Rated at 2.25A Each (10.5 Watts) & (2) AC Receptacles w/ 10' Power Cord, Flush Table Mount. Rated at 125V 60Hz 15A, Black, Part #TVO23100-153-M-4.5AC-TR-BKR-D12

		<u>List</u>		<u>Discounted</u>		<u>Estimated</u>	
<u>Quantity</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Disc %</u>	<u>Unit Price</u>	<u>Addl Charge</u>	<u>Lead Time*</u>	<u>Total Price</u>
10EA		\$233.00000	50.00	\$116.50000	\$0.00	4 Weeks	\$1,165.00

Line: 4

Part ID: CHARGING DOCK RECEPTACLE HOLE

Rev:

Charging Dock Receptacle Hole for NH and R-Style

		<u>List</u>		<u>Discounted</u>		<u>Estimated</u>	
<u>Quantity</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Disc %</u>	<u>Unit Price</u>	<u>Addl Charge</u>	<u>Lead Time*</u>	<u>Total Price</u>
10EA		\$0.00000	0.00	\$0.00000	\$0.00	4 Weeks	\$0.00

Line: 5

Part ID: WS9G184818GMB

Rev:


Worksurface Type9 1-1/8" Rectangle 18"x48"x18" TFM Gray Matrix w/Black Edgebanding

		<u>List</u>		<u>Discounted</u>		<u>Estimated</u>	
<u>Quantity</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Disc %</u>	<u>Unit Price</u>	<u>Addl Charge</u>	<u>Lead Time*</u>	<u>Total Price</u>
12EA		\$221.00000	50.00	\$110.50000	\$0.00	4 Weeks	\$1,326.00

Line: 6

Part ID: 54816B

Rev:

3" Grommet Power/USB Charging Dock w/10' Cord, (1) Grounded AC Outlets (125V 15A), (1) USB Type-A & (1) USB Type-C, Black

		<u>List</u>		<u>Discounted</u>		<u>Estimated</u>	
<u>Quantity</u>	<u>U/M</u>	<u>Unit Price</u>	<u>Disc %</u>	<u>Unit Price</u>	<u>Addl Charge</u>	<u>Lead Time*</u>	<u>Total Price</u>
12EA		\$281.00000	50.00	\$140.50000	\$0.00	4 Weeks	\$1,686.00



**INTERGOVERNMENTAL AGREEMENT FOR THE DEDICATION OF KENDALL  
COUNTY TRANSPORTATION ALTERNATIVES PROGRAM (“KC-TAP”) FUNDING  
AND AUTHORIZATION TO THE KENDALL COUNTY FOREST PRESERVE  
DISTRICT TO CONSTRUCT THE HOOVER – FOX RIVER BLUFFS FOREST  
PRESERVES CONNECTING TRAIL (2024)**

**THIS INTERGOVERNMENTAL AGREEMENT** (*“the Agreement”*) is by and between the County of Kendall, a unit of local government of the State of Illinois (*“Kendall County”*) and the Kendall County Forest Preserve District (the *“District/Grantee”*), a unit of local government of the State of Illinois.

**WITNESSETH:**

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Grantee and Kendall County (the *“parties”*) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with the County has authority to perform the service; and

**WHEREAS**, pursuant to the Illinois Highway Code under 605 ILCS 5/9-101 and 605 ILCS 5/4-409, the State, its municipalities and the counties may form cooperative agreements with

each other for the construction, maintenance and improvement of streets, highways and any portions thereof; and

**WHEREAS**, the Illinois Highway Code (605 ILCS 5/1 *et seq.*) and the Illinois Bikeway Act (605 ILCS 30/1 *et seq.*) each encourage the funding and the creation of bicycle paths, multi-use trails and sidewalks along roadways within the State of Illinois; and

**WHEREAS**, on July 17, 2012, the Kendall County Board passed Resolution Number 12-33 entitled “Resolution for the Creation of the Kendall County Transportation Alternatives Program (“KC-TAP”)”, which authorizes Kendall County to provide financial assistance to qualified applicants for the grantee’s construction of multi-use trails and sidewalks in Kendall County, Illinois; and

**WHEREAS**, the District is seeking financial assistance and authorization to construct the Hoover – Fox River Bluffs Trail Connection, which runs along Eldamain Road. Specifically, the District will construct an 8’ multi-use trail traversing through both County-owned parcels and Eldamain Road right of way, and District-owned parcels. The District’s construction project is identified in the attached Exhibit A and shall be referred to herein as “the Project.” It is understood that completion of the Project is dependent on the District securing the necessary capital project funding required to fully complete the proposed connecting trail as described in Exhibit A;

**WHEREAS**, the Kendall County Highway Committee has confirmed the availability of KC-TAP funding to support the project, and the Kendall County Board is approving the commitment and dedication of FY23 residual and FY24 TAP funding in the amount of \$189,000.00 (one-hundred eighty-nine thousand dollars); and

**WHEREAS**, the parties wish to enter into this agreement for the benefit of local pedestrians to provide safe pathways for the residents of the Kendall County; and

**WHEREAS**, pursuant to the terms of this agreement, Kendall County will grant money to the Grantee to partially fund the installation of trail upgrades as shown in the Location Map attached as Exhibit A, which is hereby incorporated by reference; and

**WHEREAS**, it is the understanding of the parties that at all times, including after completion of the Project, Grantee alone will construct, maintain, repair and/or replace the subject improvements, and that Kendall County will have no duties to construct, maintain, repair and/or replace the subject improvements at any time in the future.

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

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1;
2. Kendall County's Obligations:
  - a. Kendall County agrees to extend funding in amounts not to exceed twenty-nine thousand from (\$29,000.00) to the District from the Fiscal Year 2023 (December 1, 2022 to November 30, 2023) TAP funding residual, and one hundred and sixty thousand (\$160,000.00) to the District from the Fiscal Year 2024 (December 1, 2023 to November 30, 2024) budgeted TAP funding for the purpose of partially funding the construction costs of the Project;
  - b. The final amount of this Grant, which shall not exceed one hundred eighty-nine thousand (\$189,000.00), will be determined at the time the Grantee submits its final request for reimbursement for the Project;
  - c. The final Grant amount shall not exceed 50% of the funding for said Project. Should the submitted reimbursement request constitute an amount above 50% of

the Project's costs, then Kendall County shall, in its sole discretion, choose to reimburse an amount below one hundred and eighty-nine thousand dollars (\$189,000.00) and equal to 50% of the Project's costs;

- d. Kendall County shall disburse the 50% of the Grant funds under this agreement within sixty (60) days of the submission of Grantee's 50% completion request for reimbursement, with the remaining 50% of the Grant funds disbursed with the Grantee's final report and submission of the necessary supporting documentation supporting the request;
- e. Kendall County shall retain ownership interest for those portions of the Project's trail improvements traversing upon or within County-owned parcels and right of way and/or the subject improvements under this agreement. However, the County will not have any obligations beyond the granting and disbursement of KC-TAP grant funds as described herein for the construction of the trail, nor any future trail maintenance, improvements or repairs on either the County-owned property or District-owned parcels.

3. Grantee's Obligations:

- a. Grantee understands and agrees that only qualified units of local government within Kendall County who have statutory authority to provide lands or facilities for multi-use trails or sidewalk purposes are eligible for assistance under the KC-TAP program and eligible projects must be located within the geographical boundaries of Kendall County, as well as located along a State or County Highway and Grantee herein assures Kendall County that it and its Project qualifies for funding pursuant

to this understanding and pursuant to all other terms of the KC-TAP as set forth in Kendall County Resolution Number 12-33 and Grantee's application;

- b. Grantee shall use the funds set forth in this Agreement to construct the Project at the locations, and pursuant to the specifications, as set forth in the attached Exhibit A and in conformance with all plans and designs previously supplied by Grantee. Grantee understands and agrees that the funds provided by Kendall County pursuant to this Agreement shall not be used for any other purpose ("Improper Purpose") including, but not limited to, future maintenance of the multi-use trails or sidewalks (e.g., sealing, patching or crack filling). In the event that Grantee uses the funds for an improper purpose, Grantee shall immediately reimburse Kendall County the full amount of funds provided to Grantee under this Agreement;
- c. At all times, the Project, shall be completed by the Grantee, who shall exercise complete control and responsibility as described herein. At no time shall Kendall County be deemed to have adopted said Project or its resulting improvements or the responsibility for the ownership, construction, maintenance, care, and demolition of the improvements that are subject to the Project and this Agreement;
- d. Grantee and its consultants, employees, contractors, subcontractors and agents agree to comply with the following state and federal laws and Grantee shall ensure that all of their contracts include provisions incorporating the following:
  - i. The Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.* Grantee agrees to (a) fully comply with all applicable requirements of the Prevailing Wage Act, (b) notify all contractors and subcontractors that the work performed pursuant to this Agreement shall be subject to the

Illinois Prevailing Wage Act, and (c) include all notices required by statute and the Illinois Department of Labor in any contracts. In the event that Grantee fails to comply with the notice requirements set forth in the Illinois Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines and liabilities incurred for Grantee's, contractors' and/or subcontractors' violations of the Prevailing Wage Act.

- ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*
  - iii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
  - iv. The Illinois Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
  - v. The Illinois Human Rights Act, Title VI 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.
- e. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Project shall name Kendall County 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 the general liability and workers' compensation in favor of Kendall County.



Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the construction of this Project;

- f. Grantee shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws. Grantee shall obtain certifications from all contractors and subcontractors who perform work on the Project, which certify the contractors and subcontractors are not barred from performing the work 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);
- g. It is agreed by the Grantee that the maintenance, both physical and financial of the Project and its resulting improvements will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for the Project and its resulting improvements (notwithstanding any agreements with third parties in this regard). Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to finance, maintain, repair, or replace the subject improvements;
- h. During, and following completion of the Project, Grantee shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal

expenses, which Kendall County, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the use, ownership, construction, maintenance, repair, replacement and/or condition of the subject facilities built during this Project, or claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating to and arising in any manner out of Grantee and Grantee's Contractors and Subcontractors construction of this Project or Grantee's alleged failure to perform its obligations pursuant to this Agreement. Any attorney representing Kendall County shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Grantee's duty to indemnify, defend and hold Kendall County harmless, as set forth above. Kendall County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement;

- i. Grantee understands and agrees that construction of the Project must begin within 24 months of signature of this Agreement by the Kendall County Board. If the subject project does not begin construction within 24 months, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations of Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

- j. Grantee understands that Construction of the Project must be completed and request(s) for reimbursement must be submitted to Kendall County within 60 months after the signature of this Agreement. If Grantee is unable to complete the Project and seek reimbursement within that time, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
- k. If Grantee is unable to begin construction of the Project within 24 months after the parties' execution of this Agreement, or is unable to complete the Project and request reimbursement within 60 months after the parties' execution of this agreement, Grantee may submit a request in writing to Kendall County requesting an extension of time to commence or complete the construction, as the case may be. Grantee must file its request for an extension of time with Kendall County on or prior to expiration of the 24-month period in the case of it beginning construction or on or prior to expiration of the 60-month period in the case of completing construction and seeking reimbursement. Requests for extensions shall not be valid if made after the expiration of the above deadlines. Kendall County retains sole discretion whether to approve Grantee's request for an extension of time;
- l. Grantee understands and agrees that prior to Kendall County disbursing the above listed KC-TAP funds as described herein, Grantee must submit 50% and final project costs, along with a written request for reimbursement to the Kendall County Engineer or his designee, who shall then determine the appropriateness of the costs and expenses claimed and determine if all obligations have been met prior to

approving the disbursement of Grant funds. If requested by Kendall County, the Grantee must also submit any and all further documentation to verify completion of the Project, the costs incurred by Grantee and Grantee's compliance with the terms of this Agreement;

- m. Grantee understands and agrees that prior to and as a condition of reimbursement, Grantee shall obtain, and tender to Kendall County, a final waiver of lien for all contractors, subcontractors, and/or suppliers who performed work on or supplied materials to the Project;
  - n. Grantee understands and agrees that it shall submit its request for reimbursement to Kendall County within the same fiscal year that the Project is completed. Failure to timely request reimbursement as outlined in this Agreement will result in Grantee being in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
  - o. Grantee understands and agrees that reimbursement requests cannot exceed the amount originally awarded by the Kendall County Board and described in Section 2(a);
  - p. Grantee understands and agrees that under no circumstances shall cost overruns be considered nor shall KC-TAP Funds under this Agreement be advanced to the Grantee prior to project completion and submission of a request for reimbursement.
4. It is mutually agreed by Kendall County and Grantee that at no time shall Kendall County be inferred to, or obligated to, have a duty to provide insurance for the subject

improvements or otherwise indemnify and hold harmless Grantee in connection with the use, enjoyment, ownership, maintenance, construction, repair or replacement of the Project improvements and any property where the Project has been completed. Grantee shall maintain general liability insurance coverage for the subject improvements, naming Kendall County as an additional insured and including a subrogation waiver in favor of Kendall County.

5. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements;
6. 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. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

*If to the County:* County Engineer  
Kendall County Highway Department  
6780 Route 47  
Yorkville, Illinois 60560

With copy to:  
Kendall County State's Attorney  
807 John Street  
Yorkville, Illinois 60560

*If to the Grantee:*      Kendall County Forest Preserve District  
110 W. Madison Street  
Yorkville, IL 60560

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time;

7. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby;
8. 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;
9. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties;
10. Nothing contained in this Agreement, nor any act of Kendall County or the Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or

by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of services on the Project or as otherwise set forth in the Agreement;

11. This Agreement shall be in full force and effect upon signature by both parties and will terminate upon either (a) payout by Kendall County of Grant funds as described herein, or (b) default by Grantee, whichever occurs first. However, the duty to defend and indemnify shall survive the term of this agreement;
12. Kendall County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

County of Kendall, a unit of local government  
of the State of Illinois

Kendall County Forest Preserve District, a  
unit of local government of the State of  
Illinois

By: \_\_\_\_\_  
Matt Kellogg, Chair, Kendall County

By: \_\_\_\_\_  
Brian DeBolt  
President, Kendall County Forest Preserve  
District Board of Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Attest:*

---

Debbie Gillette, County Clerk

*Attest:*

---

Seth Wormley, Secretary

EXHIBIT A - PLACEHOLDER





**Fox River Bluffs**  
**Kendall County Forest Preserve**

Prepared Date: 02/07/2024  
 Project #1230

**Hoover to Fox River Bluffs - Trail Connection**

PROJECT COMPONENTS	QTY	UNIT	COST	EXTENSION
<b>REMOVALS AND SITE PREPARATION</b>				
General Conditions	1	LS	\$ 14,460.00	\$ 14,460.00
Site Preparation, Earthwork, Grading and Removals	1,503	CY	\$ 90.00	\$ 135,270.00
Silt Fence	700	LF	\$ 4.00	\$ 2,800.00
Undercut and PGE	120	CY	\$ 70.00	\$ 8,400.00
Tensar Biaxial BX Geotextile	500	SY	\$ 6.00	\$ 3,000.00
<b>IMPROVEMENTS</b>				
Crushed Limestone Trail	4,509	SY	\$ 28.00	\$ 126,252.00
12" SDR26	40	LF	\$ 160.00	\$ 6,400.00
Metal Flared End Section	4	EA	\$ 800.00	\$ 3,200.00
Rip Rap Culvert Outlet Protection	1	LS	\$ 3,865.00	\$ 3,865.00
Sub-Total				\$ 303,647.00
15% Design and Construction Contingency				\$ 45,547.05
A/E Design and Engineering Fees				\$ 34,919.41
<b>Total Cost</b>				<b>\$ 384,113.46</b>

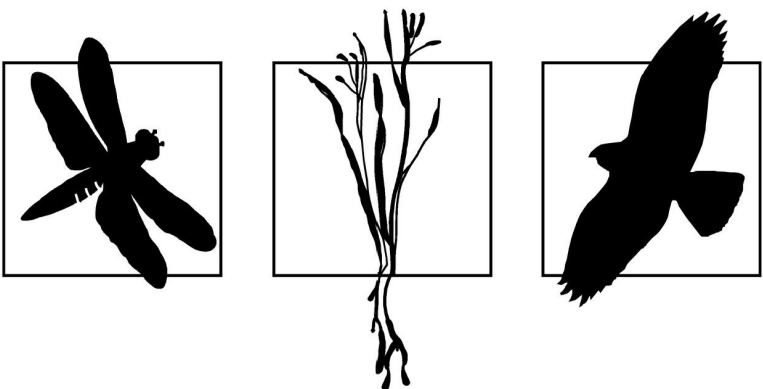
**By Owner Items**

PROJECT COMPONENTS	QTY	UNIT	COST	EXTENSION
Tree Removals	1	LS	\$ -	\$ -
<b>LANDSCAPE AND RESTORATION</b>				
Lawn Restoration - Topsoil, Seed and Blanket	5,607	SY	\$ -	\$ -
Native Restoration - Topsoil, Seed and Blanket	5,607	SY	\$ -	\$ -


**ALTERNATE: Asphalt Under Bridge**

PROJECT COMPONENTS	QTY	UNIT	COST	EXTENSION
<b>IMPROVEMENTS</b>				
Deduct: Crushed Limestone Trail	-1,672	SY	\$ 28.00	\$ (46,816.00)
Asphalt Paving Trail	1,672	SY	\$ 49.00	\$ 81,928.00
Sub-Total				\$ 35,112.00
15% Design and Construction Contingency				\$ 5,266.80
<b>Total Cost</b>				<b>\$ 40,378.80</b>





Kendall County Forest  
Preserve District  
Hoover to Fox River Bluffs - Trail Connection



SCALE: 1" = 150'-0"

0

75'

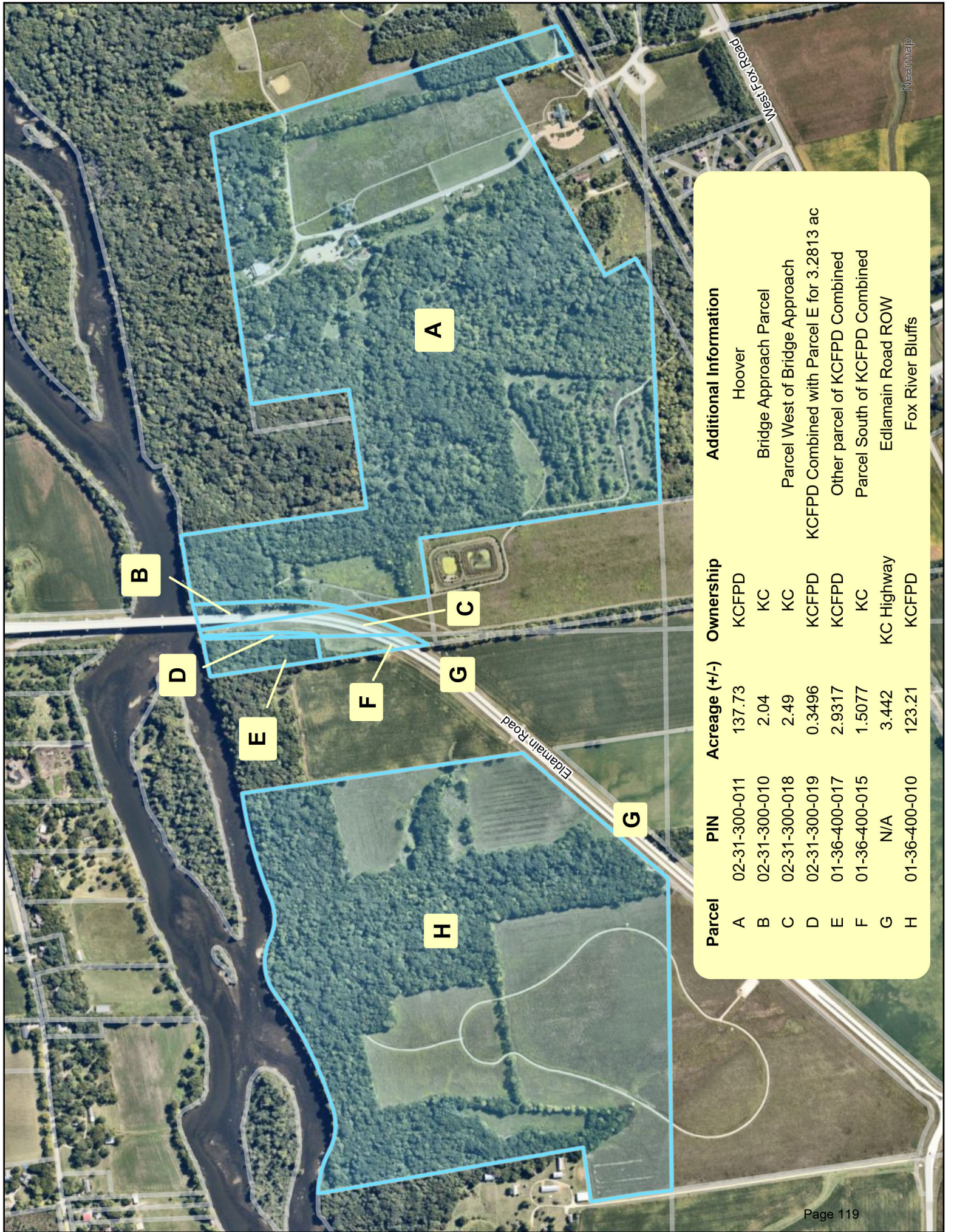
150'

300'

450'

February 08, 2024  
Copyright 2024 Upland Design Ltd.  
Project #1230





Parcel	PIN	Acreage (+/-)	Ownership	Additional Information
A	02-31-300-011	137.73	KCFPD	Hoover
B	02-31-300-010	2.04	KC	Bridge Approach Parcel
C	02-31-300-018	2.49	KC	Parcel West of Bridge Approach
D	02-31-300-019	0.3496	KCFPD	KCFPD Combined with Parcel E for 3.2813 ac
E	01-36-400-017	2.9317	KCFPD	Other parcel of KCFPD Combined
F	01-36-400-015	1.5077	KC	Parcel South of KCFPD Combined
G	N/A	3.442	KC Highway	Edlamain Road ROW
H	01-36-400-010	123.21	KCFPD	Fox River Bluffs



Municipality	<b>L O C A L  A G E N C Y</b>	<b>Preliminary Engineering Services Agreement</b>	<b>C O N S U L T A N T</b>	Name Willett, Hofmann & Associates, Inc.
Township				Address 3180 Theodore Street, Suite 207
County Kendall				City Joliet
Section 24-00000-00-BI				State Illinois

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

### Section Description

Name 2024 & 2025 County Bridge Inspections

Route Various Length \_\_\_\_\_ Mi. \_\_\_\_\_ FT (Structure No. Various )

Termini \_\_\_\_\_

### Description:

The 2024 & 2025 Routine Inspection of County Bridges, Initial Inspections, Underwater Inspections, Channel Cross Sections, Program Manager Duties, and Modeling County Structures in AASHTOWare. Exhibits A, B, C, & D are also made part of this agreement

### Agreement Provisions

#### The Engineer Agrees,

**TO PERFORM OR BE RESPONSIBLE FOR THE ENGINEERING SERVICES FOR THE LA, AS DESCRIBED IN THE ATTACHED SPECIAL PROVISIONS WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A".**

- ~~1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:~~
  - ~~a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans~~
  - ~~b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.~~
  - ~~c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.~~
  - ~~d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.~~
  - ~~e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.~~
  - ~~f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.~~
  - ~~g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.~~
  - ~~h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.~~

- ~~i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals~~
  - ~~j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.~~
  - ~~k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.~~
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**  
**TO PAY THE ENGINEER AS COMPENSATION FOR ALL SERVICES PER ATTACHED SPECIAL PROVISIONS WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A".**

~~1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:~~

- ~~a. ☐ A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.~~
- ~~b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:~~

~~Schedule for Percentages Based on Awarded Contract Cost~~

<del>Awarded Cost</del>	<del>Percentage Fees</del>	
<del>Under \$50,000</del>	<del>_____</del>	<del>(see note)</del>
	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>
	<del>_____</del>	<del>%</del>

~~Note: Not necessarily a percentage. Could use per diem, cost plus or lump sum.~~

~~2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out of pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.~~

- ~~“Cost to Engineer” to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.~~
3. ~~That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:~~
- ~~a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
  - ~~b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under “a” above.~~
- ~~By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~
4. ~~That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment “actual cost” being defined as in paragraph 2 of THE LA AGREES.~~
5. ~~That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve “actual cost” being defined as in paragraph 2 of THE LA AGREES. It is understood that “changes” as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.~~
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#### **It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
  2. ~~This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.~~
  3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
  4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.
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IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST: Kendall \_\_\_\_\_ of the  
(Municipality/Township/County)  
State of Illinois, acting by and through its  
By \_\_\_\_\_  
Kendall Clerk By \_\_\_\_\_  
(Seal) Title \_\_\_\_\_

Executed by the ENGINEER: Willett, Hofmann & Associates, Inc.  
3180 Theodore Street, Suite 207  
Joliet, IL 60435  
ATTEST: By \_\_\_\_\_  
By Thomas W. Houck, A.I.A., P.E., LEED AP<sup>BD+C</sup> Secretary Brian K. Converse, P.E., S.E.  
Title \_\_\_\_\_ Title President & General Manager

<p><b>Approved</b></p> <p>_____</p> <p>Date</p> <p>Department of Transportation</p> <p>_____</p> <p>Regional Engineer</p>
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**EXHIBIT A**

## **Special Provisions:**

**The Engineer Agrees,**

**Paragraph 1 of the agreement is/are amended to include the following agreements(s) of the parties:**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed bridge inspections.

2024 - WHA will perform 7 routine bridge inspections and deliver bound and electronic reports for the County bridges. We will also perform the channel cross sections for the various structures. WHA will update the permit rating chart. Other services include performing Bridge Program Manager duties and costs for bridge inspection reports.

2025 - WHA will perform 11 routine bridge inspections and deliver bound and electronic reports. We will also perform the channel cross sections for the various structures. WHA will update the permit rating chart. We will also put together bridge inspection reports and summary. Other services include performing Bridge Program Manager duties.

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**The LA Agrees,**

**Paragraphs 1, 2, 3, 4, & 5 of the agreement is/are amended to include the following agreement(s) of the parties:**

1. a.) To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1 above under the ENGINEER AGREES at the hourly rates shown in Exhibit D for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security, and retirement deductions. "Outside expenses" shall include traveling and out-of-pocket expense. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. The personnel classification and rates of pay for the various personnel that may be employed on this improvement shall be within the limits shown in Exhibit D.

The total cost of these services shall **NOT EXCEED \$48,875.00**  
**(See Exhibit B & C)**

The classifications of the employees used in the work should be consistent with the employees' classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

2. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the Local Government Prompt Payment Act and the following schedule:



**EXHIBIT A**

- a.) Monthly during the course of surveys and preparation of plans, special provisions, proposals and estimate of cost, payments equal to 100% of an amount arrived at as provided in paragraph 1 above but based on the work performed to date. From the partial payments thus computed each month, there shall be deducted all previous partial fee payments made to the ENGINEER.
  - c.) Upon completion of bridge inspections, reports and other work in this contract to the satisfaction of the LA and the DEPARTMENT, 100% of the fee based on the provisions of paragraph 1 above.
- 3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraph 1 under of these Special Provisions under The Engineer Agrees, and prior to the completion of such services, the LA shall reimburse the ENGINEER as compensation for all services performed up to the time he is notified in writing of such abandonment at the hourly rates stipulated in Exhibit D for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Materials, traveling and other out-of-pocket expense will be reimbursed to the ENGINEER at his actual cost.
  - 4. That should the LA require changes in the scope of work after it has been approved, the LA will pay the ENGINEER for such changes in accordance with paragraph 1 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate inspection report.
  - 5. To assist the ENGINEER by placing at his disposal all available information pertinent to the site of the project including previous reports and any other data relative to design and construction of the project.
  - 6. To guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this AGREEMENT.

**It is Mutually Agreed,**

**Paragraph 2, of the agreement has been amended and paragraphs 5-21 have been added to this Agreement and include the following agreements of the parties.**

- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement. Upon such termination, the ENGINEER shall cause to be delivered to the LA all inspection reports and information with the understanding that all such material becomes the property of the LA.

**EXHIBIT A**

The ENGINEER shall be paid for any services completed and any services partially completed in accordance with the terms of the Special Provisions attached.

5. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This document shall be the final embodiment of the Agreement by and between the LA and ENGINEER. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of the LA and ENGINEER.
6. 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, County Engineer, 6780 Route 42, Yorkville, Illinois, 60560, fax (630) 553-9583 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of ENGINEER, to: Willett, Hofmann & Associates, Inc., 1000 Essington Road, Joliet, IL. 60435.
7. ENGINEER represents that it is fully qualified to provide the services hereunder provided for in this Agreement. ENGINEER shall perform its services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing in the same locality under similar conditions. ENGINEER shall act professionally and politely to the public and to Kendall County employees and officers at all times.
8. 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.
9. The County of Kendall and ENGINEER 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.
10. 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.
11. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to ENGINEER. In the event of a default due to non-appropriation of funds, LA has the right to terminate the Agreement upon providing thirty (30) days written notice to

**EXHIBIT A**

ENGINEER. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

12. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.
13. ENGINEER shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its officials, officers, employees, including their past, present, and future board members, and elected officials from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from or arise out of the negligent, intentional and/or wanton and willful acts or omissions of ENGINEER itself, its agents and its employees under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Kendall County under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove ENGINEER's duty to indemnify, defend, and hold Kendall County harmless, as set forth above.
14. ENGINEER 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, ENGINEER shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 per claim/aggregate. Kendall County shall be named as an Additional Insured with respect to the general liability, business auto liability and excess liability insurance and shall be named on a Primary and Non-Contributory basis with respect to the general liability, and business auto liability insurance. Further, the general liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder.

**EXHIBIT A**

15. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
16. It is understood and agreed that ENGINEER is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. ENGINEER understands and agrees that ENGINEER is solely responsible for paying all wages, benefits and any other compensation due and owing to ENGINEER's officers, employees, and agents for the performance of services set forth in the Agreement. ENGINEER further understands and agrees that ENGINEER is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for ENGINEER's officers, employees and/or agents who perform services as set forth in the Agreement. ENGINEER also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents. ENGINEER hereby agrees to defend with counsel of Kendall County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that ENGINEER, its officers, employees and/or agents may sustain while performing services under the Agreement.
17. ENGINEER, 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.
18. ENGINEER certifies that ENGINEER, its parent companies, subsidiaries, and/or 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).
19. "To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties."

**EXHIBIT A**

20. Engineer hereby waives any claim of lien against subject premises on behalf of Engineer, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Engineer shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
21. Engineer and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

EXHIBIT B - 2024 COUNTY BRIDGE INSPECTION LIST AND COSTS														
S.N.	Reporting Agency	Maint. Resp.	Township	Facility Carried	Feature Crossed	Status	InspDate	InspInterval	Insp Due	Material Code	Structure Type	Element Level Inspection	Cost Per Structure	Comments
047-3183	KENDALL	30	SEWARD	GROVE RD FAS 1259	AUX SABLE CR BR	1	8/9/2022	24	8/9/2024	A19	PRECAST CONC. CULVERT	No	\$ 450.00	2 @ 11'x8'
047-3144	KENDALL	30	BRISTOL	ORCHARD RD	GATES CR/TRIB TO FOX	1	8/9/2022	24	8/9/2024	119	CONC. CULVERT	No	\$ 450.00	2 @ 11'x5'
047-3141	KENDALL	30	LISBON	PLATTVILLE RD	AUX SABLE CREEK	1	8/9/2022	24	8/9/2024	119	CONC. CULVERT	No	\$ 450.00	2 @ 12'x7'
047-3017	KENDALL	30	LITTLE ROCK	GALENA ROAD	BIG ROCK CREEK	1	8/9/2022	24	8/9/2024	505	PPC - BOX BEAM	No	\$ 675.00	102' Bridge
047-3179	KENDALL	30	BRISTOL	GALENA RD/FAU 2502	BLACKBERRY CREEK	1	9/4/2020	48	9/4/2024	101	CONC. SLAB	No	\$ 600.00	4 Span - 133'
047-3000	KENDALL	30	FOX	MILLINGTON RD	FOX RIVER	1	10/27/2022	24	10/27/2024	402	STEEL CONT. - MULTI BEAM	No	\$ 3,600.00	3 Span - 452'
047-3003	KENDALL	30	FOX	FOX RIVER DRIVE	HOLLENBACK CREEK	1	11/20/2020	48	11/20/2024	302	STEEL - MULTI BEAM	No	\$ 600.00	1 Span - 61'
Sub-Total =													\$ 6,825.00	
Additional Costs Incurred by WHA to Utilize boat to perform Bridge Inspection & Channel Cross Sections for S.N. 047-3000:													\$ 2,500.00	
Update Permit Rating Chart:													\$ 2,500.00	
Costs for Bridge Program Manager:													\$ 2,500.00	
Costs for Bridge Inspection Reports Summary:													\$ 3,000.00	
Total =													\$ 17,325.00	



EXHIBIT C - 2025 COUNTY BRIDGE INSPECTION LIST AND COSTS

S.N.	Reporting Agency	Maint. Resp.	Township	Facility Carried	Feature Crossed	Status	InspDate	InspInterval	Insp Due	Material Code	Structure Type	Element Level Inspection	Cost Per Structure	Comments
047-3174	KENDALL	30	LITTLE ROCK	FAU 4000 ELDAMAIN RD	ROB ROY CREEK	1	4/30/2021	48	4/30/2025	502	PPC - I BEAM	No	\$ 550.00	1 Span - 64'
047-3175	KENDALL	30	BRISTOL	FAU 4000 ELDAMAIN RD	FOX RIVER	1	6/6/2023	24	6/6/2025	402	STEEL CONT. - MULTI BEAM	No	\$ 6,600.00	8 Span - 1557'
047-3145	KENDALL	30	BRISTOL	ORCHARD RD	Fox River & Omnitrax	1	10/12/2023	24	10/12/2025	402	STEEL CONT. - MULTI BEAM	No	\$ 2,700.00	4 Span - 635'
047-3081	KENDALL	30	LITTLE ROCK	FOX RIVER DR	FOX RIVER	1	12/2/2023	24	12/2/2025	402	STEEL CONT. - MULTI BEAM	No	\$ 2,700.00	3 Span - 423'
047-3008	KENDALL	30	LISBON	JOLIET ROAD	VALLEY RUN CREEK	1	12/3/2023	24	12/3/2025	101	CONC. SLAB	No	\$ 500.00	30' Span
047-3110	KENDALL	30	KENDALL	CATON FARM RD CH 23	AUX SABLE CK	1	12/3/2023	24	12/3/2025	219	CONT. CONC. CULVERT	No	\$ 450.00	2 @ 9'x6'
047-3011	KENDALL	30	SEWARD	RIDGE ROAD	AUX SABLE CREEK	2	12/6/2023	24	12/6/2025	505	PPC - BOX BEAM	No	\$ 500.00	38' Span
047-3015	KENDALL	30	NA-AU-SAY	FAS-300 CatonFrmRd	E Aux Sable Creek	1	12/6/2023	24	12/6/2025	201	CONC. CONT. SLAB	No	\$ 500.00	2 Span - 61.5'
047-3013	KENDALL	30	NA-AU-SAY	CATON FARM ROAD	MID. AUX SABLE CR.	1	12/6/2023	24	12/6/2025	201	CONC. CONT. SLAB	No	\$ 550.00	2 Span - 69'
047-3122	KENDALL	30	OSWEGO	GROVE RD (CULVERT)	NORTH MORGAN CREEK	1	12/9/2023	24	12/9/2025	219	CONT. CONC. CULVERT	No	\$ 500.00	2 @ 12'x6'
047-3139	KENDALL	30	SEWARD	SHERRILL RD	AUX SABLE CREEK	1	12/6/2023	24	12/6/2025	505	PPC - BOX BEAM	No	\$ 500.00	1 Span - 31'

Sub-Total =	\$ 16,050.00
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Additional Costs Incurred by WHA to Utilize boat to perform Bridge Inspection & Channel Cross Sections for S.N. 047-3175, 047-3081 & 047-3145:	\$ 7,500.00
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Update Permit Rating Chart:	\$ 2,500.00
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Costs for Bridge Program Manager:	\$ 2,500.00
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Costs for Bridge Inspection Reports Summary:	\$ 3,000.00
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Underwater Inspection of S.N. :	\$ -
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Total =	\$ 31,550.00
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**GENERAL RATES FOR ENGINEERING SERVICES  
 (FIELD AND OFFICE)  
 EFFECTIVE APRIL 1, 2023**

**EXHIBIT D**

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$220.00	\$340.00	Regular Rate
Principal Engineering Manager	\$180.00	\$280.00	Regular Rate
Engineering Manager	\$150.00	\$280.00	Regular Rate
Civil Engineer IV	\$130.00	\$210.00	Regular Rate
Civil Engineer III	\$120.00	\$190.00	Regular Rate
Civil Engineering Intern II	\$110.00	\$170.00	Regular Rate
Civil Engineering Intern I	\$90.00	\$150.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$90.00	\$210.00	Regular Rate
Engineering Intern	\$60.00	\$100.00	Regular Rate
Principal Architectural Manager	\$140.00	\$220.00	Regular Rate
Architect Manager	\$130.00	\$210.00	Regular Rate
Architect IV	\$130.00	\$210.00	Regular Rate
Architect III	\$120.00	\$190.00	Regular Rate
Architectural Intern II	\$100.00	\$170.00	Regular Rate
Architectural Intern I	\$50.00	\$100.00	Regular Rate
SPP Architectural Intern I	\$50.00	\$100.00	Regular Rate
SPP Professional Architect I, II, III, IV	\$50.00	\$210.00	Regular Rate
Principal Prof. Land Surveyor Manager	\$120.00	\$190.00	Regular Rate
Prof. Land Surveyor Manager	\$120.00	\$190.00	Regular Rate
Prof. Land Surveyor IV	\$100.00	\$160.00	Regular Rate
Prof. Land Surveyor III	\$90.00	\$150.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$80.00	\$140.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$70.00	\$120.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$70.00	\$160.00	Regular Rate
Technician IV	\$90.00	\$150.00	1.3 x Regular Rate
Technician III	\$80.00	\$130.00	1.3 x Regular Rate
Technician II	\$70.00	\$120.00	1.3 x Regular Rate
Technician I	\$60.00	\$100.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$60.00	\$150.00	1.3 x Regular Rate
Survey Worker Foreman	\$80.00	\$140.00	1.3 x Regular Rate
Survey Worker	\$80.00	\$140.00	1.3 x Regular Rate
Survey Worker Intern	\$50.00	\$100.00	1.3 x Regular Rate
Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
SPP Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
Human Resource Administrator I	\$60.00	\$100.00	1.3 x Regular Rate
Bookkeeper	\$60.00	\$110.00	1.3 x Regular Rate
Bookkeeper/HR Supervisor	\$70.00	\$120.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

- The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.
- Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period
- SPP – Special Personnel (SPP) Employees will be billed at the same rate as a I, II, III, or IV in the same classification.





## KENDALL COUNTY HIGHWAY DEPARTMENT

6780 Route 47 Yorkville, Illinois 60560

(630) 553-7616

### BID FORM RETURN WITH BID

BID OPENING: February 9, 2024 10:00 A.M.

BID SUBMITTED BY:

GJOVIK FORD INC  
12950 E US RT 34  
PLANO, IL. 60545  
Phone (815) 685 2765

### BID PRICES

(#1) 2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)

\$ 44439.88

(#2) 2024 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)

\$ 64961.40

(#3) 2024 F-350 4x4 SD Crew Cab 8' box 176" WB SRW XL (W3B)

\$ 64487.40

(#4) 2024 F-350 4x4 SD Crew Cab 8' box 176" WB SRW XL (W3B)

\$ 60049.50

Total Bid:

\$ 233938.18

[Signature]  
Signature of Bidder

2-8-2024  
Date

CAM  
Title

**KENDALL COUNTY**  
**Ordinance No. \_\_\_\_\_**

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

---

**WHEREAS**, access to Kendall County Highways has been regulated by the Kendall County Board through the Kendall County Highway Access Regulation Ordinance, originally adopted by the Board on May 18, 1999, and notwithstanding subsequent revisions; and

**WHEREAS**, Ridge Road (County Highway 11) has been classified as an Access 1 Highway in said Ordinance, requiring a spacing between public streets and private accesses of not less than 2,640 feet; and

**WHEREAS**, Water Lily Solar Project, LLC, hereinafter referred to as “Petitioner”, is proposing to construct a power generation facility using solar panels on an approximate 25-acre parcel of land in the northeast corner of Ridge Road and Wildy Road within the proposed corporate limits of the Village of Minooka – this work hereinafter referred to as “The Project”; and

**WHEREAS**, the Petitioner has petitioned Kendall County for the installation of full access to the east side of Ridge Road approximately 950’ north of Wildy Road to serve the Project, as depicted on the attached Site Plan, identified as Exhibit A; and

**WHEREAS**, full access to Ridge Road is desirable and a priority for the Petitioner only during the construction phase of the Project, and is not a priority after construction of the Project is completed; and

**WHEREAS**, Kendall County is in the preliminary engineering phase to reconstruct Ridge Road, in the vicinity of the Project, from a 2-lane roadway to a 4-lane facility with a raised center median – said work currently scheduled to begin in 2026; and

**WHEREAS**, the County’s reconstruction of Ridge Road, once completed, will prohibit left turns into and from the Project site due to the installation of a raised center median; and

**WHEREAS**, in consideration of the need for access to the Project for construction and development purposes, the Kendall County Board has evaluated and approved the petition for a temporary full access variance, subject to certain conditions.

**THEREFORE, BE IT ORDAINED**, that the Kendall County Board hereby grants a variance to the Kendall County Highway Access Regulation Ordinance, for the specified purpose, subject to the terms and conditions imposed herein.

1. The above listed recitals are incorporated herein as if fully set out herein.
2. That a variance is hereby authorized for the Petitioner to install a full access roadway to the east side of Ridge Road approximately 950’ north of Wildy Road, as depicted on the attached Exhibit A. Said access shall conform in all ways to the construction requirements of the Kendall County Highway Department, and shall be constructed at no cost to the Department.
3. That said full access shall be temporary in nature and shall become a right in / right out access upon the completion of roadway improvements to Ridge Road (by Kendall County), which include the construction of a raised center median that would prohibit all but right in / right out movements.

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

Approved by the County Board of Kendall County, State of Illinois.

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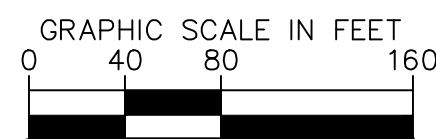
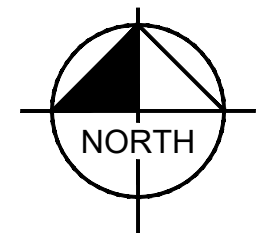
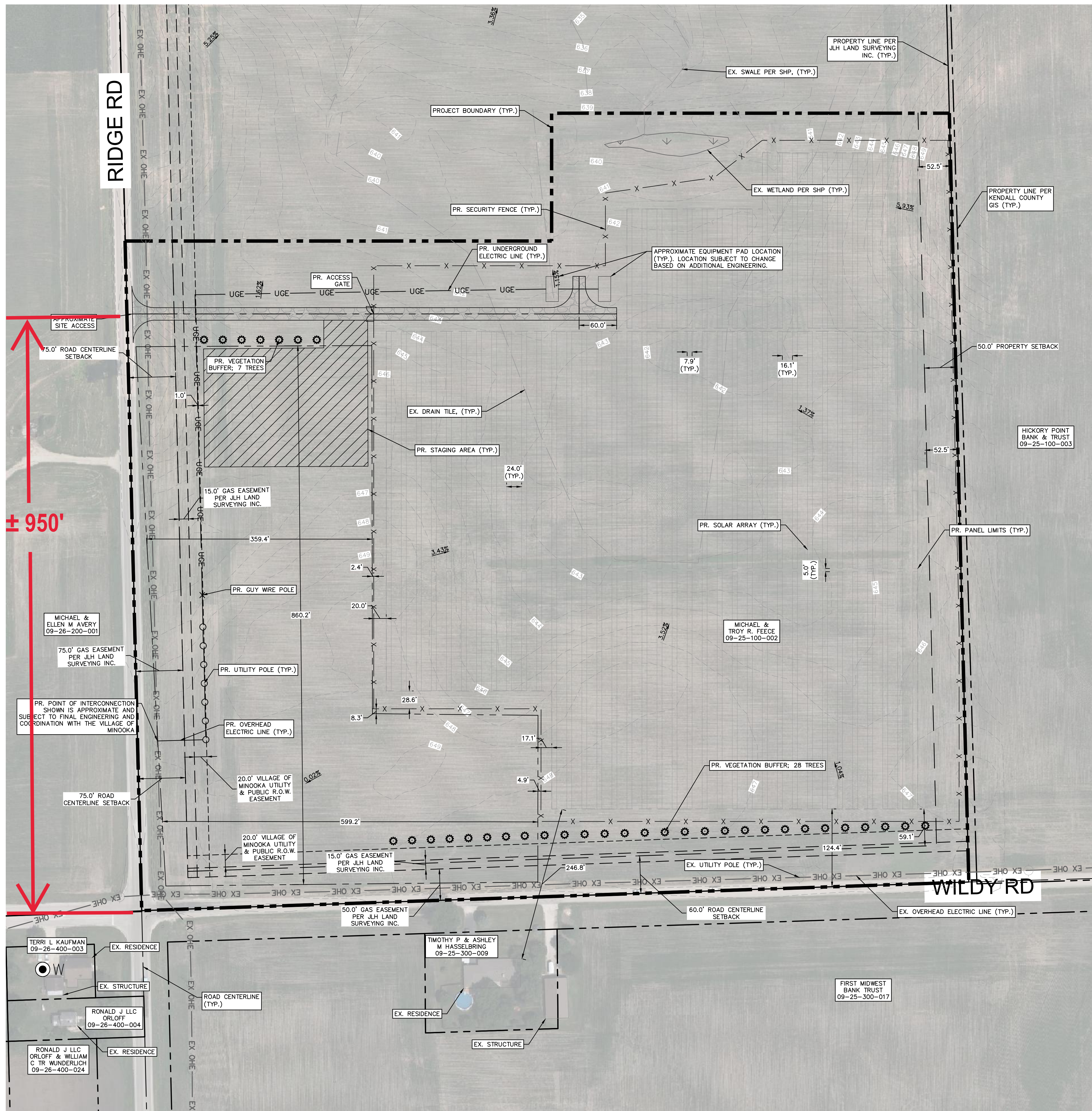
Matt Kellogg – Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2024









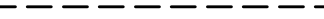
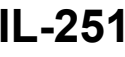














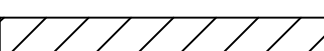

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Debbie Gillette – County Clerk





SITE DATA TABLE	
PIN #	09-25-100-002
PROPERTY OWNER	MICHAEL & TROY R FEECE
SITE ADDRESS	NORTHEAST OF INTERSECTION OF RIDGE RD AND WILDY RD, SEWARD TOWNSHIP, IL 60447
ZONING JURISDICTION	VILLAGE OF MINOOKA
CURRENT LAND USE	AGRICULTURE; A-1
PROPOSED USE	SOLAR FARM ENERGY SYSTEM
PROJECT BOUNDARY AREA	34.7 ± AC
AREA WITHIN FENCE	20.0 ± AC
PRELIMINARY SOLAR AREA	16.2 ± AC
ROAD CENTERLINE SETBACK	60' FROM WILDY RD 75' FROM RIDGE RD
PROPERTY LINE SETBACK	50'

PROPERTY LINE (PER KENDALL COUNTY GIS)	
PROPERTY LINE (PER J.L.H. LAND SURVEYING INC.)	
SETBACK	
PROJECT BOUNDARY	
EX. ROAD CENTERLINE (PER KENDALL COUNTY GIS)	
EX. OVERHEAD ELECTRIC (TRACED PER AERIAL)	
EX. UTILITY POLE (TRACED PER AERIAL)	
GAS EASEMENT (PER J.L.H. LAND SURVEYING INC.)	
VILLAGE OF MINOOKA UTILITY & PUBLIC R.O.W. EASEMENT	
ROAD LABEL	
EX. RESIDENCE/STRUCTURE (TRACED PER AERIAL)	
EX. FLOW (DIRECTION AND SLOPE)	
EX. WETLAND (PER CLIENT SHP, RECEIVED 04/07/2023)	
WETLAND CONSTRUCTABILITY BUFFER (PER KENDALL COUNTY, IL CODE OF ORDINANCES)	
EX. SWALE (PER CLIENT SHP, RECEIVED 04/07/2023)	
EX. DRAIN TILE (TRACED PER CLIENT PDF, RECEIVED 04/07/2023)	
PR. SECURITY FENCE	
PR. PANEL LIMITS	
PR. OVERHEAD ELECTRIC	
PR. UNDERGROUND ELECTRIC	
PR. GRAVEL ACCESS ROAD	
PR. UTILITY POLE	
PR. EQUIPMENT PAD	
PR. SOLAR ARRAY	
PR. STAGING AREA	
PR. VEGETATION BUFFER	

\*ZONING SITE PLAN IS BEING SUBMITTED FOR SPECIAL USE PERMIT TO CONSTRUCT/OPERATE A SOLAR FARM ENERGY FARM

## NOTES

1. THE PURPOSE OF THIS PLAN IS FOR SPECIAL USE REVIEW AND APPROVAL, BY VILLAGE OF MINOOKA TO CONSTRUCT A SOLAR FARM ENERGY SYSTEM.
2. THIS PLAN WAS PRODUCED UTILIZING GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING KENDALL COUNTY, GOOGLE EARTH, AND USGS TOPOGRAPHIC INFORMATION.
3. SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL 17093C00225H) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
4. THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, AND/OR OTHER CONSTRAINTS DURING FINAL ENGINEERING.
5. PROJECT AREA, INCLUDING CONSTRUCTION STAGING AREAS, WILL BE CLEARED AND GRUBBED AS NECESSARY. RETAINING PRE-DEVELOPMENT DRAINAGE PATTERNS TO THE BEST EXTENT POSSIBLE. CONSTRUCTION STAGING AND AREAS SUBJECT TO RUTTING DURING CONSTRUCTION WILL BE TEMPORARILY STABILIZED WITH GRAVEL. SOIL CONDITIONS AND EQUIPMENT LOADS WILL DETERMINE FINAL DESIGN.
6. CONTRACTOR SHALL CALL AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. ADDITIONALLY, CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES.
7. CONTRACTOR SHALL MAINTAIN ACCESS AND UTILITY SERVICES TO ANY REMAINING BUILDING(S) OR ADJACENT BUILDING(S) THROUGHOUT THE DEMOLITION AND CONSTRUCTION PHASES. EXISTING IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED/RESTORED TO THE SATISFACTION OF THE OWNER BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
8. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGGERS AS NECESSARY WHEN CONSTRUCTION ENGINERS EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL THE TRAFFIC MAY PROCEED NORMALLY AGAIN.
9. SITE WILL HAVE NO DESIGNATIONS FOR OPEN SPACE, NATURAL AREA, HISTORIC BUILDING(S)/STRUCTURE(S), OR STORMWATER MANAGEMENT FACILITIES.
10. EROSION CONTROL BEST MANAGEMENT PRACTICES TO BE PROVIDED AS REQUIRED BY COUNTY AND/OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING. REQUIREMENTS TO BE DETERMINED DURING FINAL ENGINEERING.
11. SOLAR PANELS WILL BE DESIGNED WITH ANTI-REFLECTIVE COATING TO MINIMIZE GLARE.
12. COLLECTION LINES WITHIN THE SOLAR FARM WILL BE LOCATED AND MAINTAINED UNDERGROUND.
13. THERE SHALL BE NO EXTERIOR LIGHTING.
14. SETBACKS SHOWN ON THIS PLAN ARE BASED ON AN ANTICIPATED AMENDMENT TO THE SOLAR FARM REQUIREMENTS IN TITLE 5 OF THE VILLAGE CODE OF MINOOKA, ILLINOIS, TO BE APPROVED PURSUANT TO THE TERMS OF THE 2023 ANNEXTATION AGREEMENT FOR THE SUBJECT PROPERTY.
15. SITE WILL SEEK AND OBTAIN ALL NECESSARY ROAD-USE AGREEMENTS FOR ANY COUNTY OR TOWNSHIP ROAD-USE PRIOR TO START OF CONSTRUCTION.
16. ALL NECESSARY PERMITS FOR SOIL EROSION CONTROL AND DRIVEWAY CONSTRUCTION WILL BE OBTAINED AS PART OF FINAL ENGINEERING AND PRIOR TO CONSTRUCTION.
17. A DRAIN TILE SURVEY WAS COMPLETED FOR THIS SITE ON 04/07/2023 BY GEI CONSULTANTS, INC. ANY AFFECTED DRAIN TILE WILL BE REPAIRED AND REPLACED AS NEEDED DURING CONSTRUCTION TO MAINTAIN EXISTING DRAINAGE PATTERNS.
18. PER CONFORMANCE WITH VILLAGE OF MINOOKA ENGINEER ON JANUARY 3RD, 2024, THE SITE WILL COMPLY WITH VILLAGE'S STORMWATER ORDINANCE. THE LOCAL CODE FOR POST-DEVELOPMENT STORMWATER RUNOFF VOLUME AND PEAK FLOW RATES DOES NOT EXCEED THE PRE-DEVELOPMENT STORMWATER RUNOFF VOLUME AND PEAK FLOW RATES.



**KENDALL COUNTY**  
**Ordinance No. \_\_\_\_\_**

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

---

**WHEREAS**, access to Kendall County Highways has been regulated by the Kendall County Board through the Kendall County Highway Access Regulation Ordinance, originally adopted by the Board on May 18, 1999, and notwithstanding subsequent revisions; and

**WHEREAS**, Ridge Road (County Highway 11) has been classified as an Access 1 Highway in said Ordinance, requiring a spacing between public streets and private accesses of not less than 2,640 feet; and

**WHEREAS**, Lantana Solar Project, LLC, hereinafter referred to as “Petitioner”, is proposing to construct a power generation facility using solar panels on an approximate 45-acre parcel of land in the northeast corner of Ridge Road and Wildy Road within the proposed corporate limits of the Village of Minooka – this work hereinafter referred to as “The Project”; and

**WHEREAS**, the Petitioner has petitioned Kendall County for the installation of full access to the east side of Ridge Road approximately 1,800’ north of Wildy Road to serve the Project, as depicted on the attached Site Plan, identified as Exhibit A; and

**WHEREAS**, full access to Ridge Road is desirable and a priority for the Petitioner only during the construction phase of the Project, and is not a priority after construction of the Project is completed; and

**WHEREAS**, Kendall County is in the preliminary engineering phase to reconstruct Ridge Road, in the vicinity of the Project, from a 2-lane roadway to a 4-lane facility with a raised center median – said work currently scheduled to begin in 2026; and

**WHEREAS**, the County’s reconstruction of Ridge Road, once completed, will prohibit left turns into and from the Project site due to the installation of a raised center median; and

**WHEREAS**, in consideration of the need for access to the Project for construction and development purposes, the Kendall County Board has evaluated and approved the petition for a temporary full access variance, subject to certain conditions.

**THEREFORE, BE IT ORDAINED**, that the Kendall County Board hereby grants a variance to the Kendall County Highway Access Regulation Ordinance, for the specified purpose, subject to the terms and conditions imposed herein.

1. The above listed recitals are incorporated herein as if fully set out herein.
2. That a variance is hereby authorized for the Petitioner to install a full access roadway to the east side of Ridge Road approximately 1,800’ north of Wildy Road, as depicted on the attached Exhibit A. Said access shall conform in all ways to the construction requirements of the Kendall County Highway Department, and shall be constructed at no cost to the Department.
3. That said full access shall be temporary in nature and shall become a right in / right out access upon the completion of roadway improvements to Ridge Road (by Kendall County), which include the construction of a raised center median that would prohibit all but right in / right out movements.

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

Approved by the County Board of Kendall County, State of Illinois.

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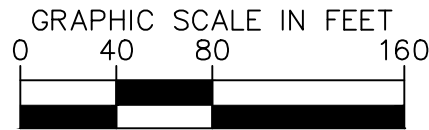
Matt Kellogg – Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2024










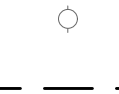















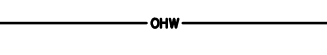
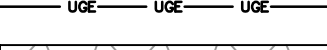
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Debbie Gillette – County Clerk





PIN #	09-25-100-002
PROPERTY OWNER	MICHAEL & TROY R FEECE
SITE ADDRESS	NORTHEAST OF INTERSECTION OF RIDGE RD AND WILDY RD, SEWARD TOWNSHIP, IL 60447
ZONING JURISDICTION	VILLAGE OF MINOOKA
CURRENT LAND USE	AGRICULTURE; A-1
PROPOSED USE	SOLAR FARM ENERGY SYSTEM
PROJECT BOUNDARY AREA	45.6 ± AC
AREA WITHIN FENCE	38.0 ± AC
PRELIMINARY SOLAR AREA	30.2 ± AC
ROAD CENTERLINE SETBACK	75' FROM RIDGE RD
PROPERTY LINE SETBACK	50'

PROPERTY LINE (PER KENDALL COUNTY GIS)	
PROPERTY LINE (PER J/LH LAND SURVEYING INC.)	
SETBACK	
PROJECT BOUNDARY	
EX. ROAD CENTERLINE (PER KENDALL COUNTY GIS)	
EX. OVERHEAD ELECTRIC (TRACED PER AERIAL)	 EX. OHE
EX. UTILITY POLE (TRACED PER AERIAL)	
GAS EASEMENT (PER J/LH LAND SURVEYING INC.)	
VILLAGE OF MINOOKA UTILITY & PUBLIC R.O.W. EASEMENT	
ROAD LABEL	
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PR. STAGING AREA	
PR. STORMWATER MANAGEMENT AREA	
PR. VEGETATION BUFFER	

FARM ENERGY FARM

## NOTES

1. THE PURPOSE OF THIS PLAN IS FOR SPECIAL USE REVIEW AND APPROVAL BY VILLAGE OF MINOOKA TO CONSTRUCT A SOLAR FARM ENERGY SYSTEM.
2. THIS PLAN WAS PRODUCED UTILIZING GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING KENDALL COUNTY, GOOGLE EARTH, AND USGS TOPOGRAPHIC INFORMATION.
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6. CONTRACTOR SHALL CALL AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. ADDITIONALLY, CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES.
7. CONTRACTOR SHALL MAINTAIN ACCESS AND UTILITY SERVICES TO ANY REMAINING BUILDING(S) OR ADJACENT BUILDING(S) THROUGHOUT THE DEMOLITION AND CONSTRUCTION PHASES. EXISTING IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED/RESTORED TO THE SATISFACTION OF THE OWNER BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
8. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGGERS AS NECESSARY WITH CONSTRUCTION ZONING ORDINANCES EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL THE TRAFFIC MAY PROCEED NORMALLY AGAIN.
9. SITE WILL HAVE NO DEDICATIONS FOR OPEN SPACE, NATURAL AREA, HISTORIC BUILDING(S)/STRUCTURE(S), OR STORMWATER MANAGEMENT FACILITIES.
10. EROSION CONTROL BEST MANAGEMENT PRACTICES TO BE PROVIDED AS REQUIRED BY COUNTY AND/OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING. REQUIREMENTS TO BE DETERMINED DURING FINAL ENGINEERING.
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13. THERE SHALL BE NO EXTERIOR LIGHTING.
14. SETBACKS SHOWN ON THIS PLAN ARE BASED ON AN ANTICIPATED AMENDMENT TO THE SOLAR FARM REQUIREMENTS IN TITLE 5 OF THE VILLAGE CODE OF MINOOKA, ILLINOIS, TO BE APPROVED PURSUANT TO THE TERMS OF THE 2023 ANNEXATION AGREEMENT FOR THE SUBJECT PROPERTY.
15. SITE WILL SEEK AND OBTAIN ALL NECESSARY ROAD-USE AGREEMENTS FOR ANY COUNTY OR TOWNSHIP ROAD-USE PRIOR TO START OF CONSTRUCTION.
16. ALL NECESSARY PERMITS FOR SOIL EROSION CONTROL, AND DRIVEWAY CONSTRUCTION WILL BE OBTAINED AS PART OF FINAL ENGINEERING AND PRIOR TO CONSTRUCTION.
17. A DRAIN TILE SURVEY WAS COMPLETED FOR THIS SITE ON 04/07/2023 BY GEI CONSULTANTS, INC. ANY AFFECTED DRAIN TILE WILL BE REPAIRED AS NEEDED DURING CONSTRUCTION TO MAINTAIN EXISTING DRAINAGE PATTERNS.
18. PER CONVERSATION WITH VILLAGE OF MINOOKA ENGINEER ON JANUARY 30, 2024, THE SITE WILL COMPLY WITH VILLAGE'S STORMWATER ORDINANCE AS WELL AS POST-DEVELOPMENT STORMWATER RUNOFF VOLUME AND PEAK FLOW RATES DO NOT EXCEED THE PRE-DEVELOPMENT STORMWATER RUNOFF VOLUME AND PEAK FLOW RATES.





## Kendall County Agenda Briefing

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**Meeting Type:** Planning, Building and Zoning

**Meeting Date:** 2/13/2024

**Subject:** Approval of IGA Between Kendall County and Yorkville for Building Inspection Services

**Prepared by:** Matthew H. Asselmeier, AICP, CFM

**Department:** Planning, Building and Zoning

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**Action Requested:**

Approval of an Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois

**Board/Committee Review:**

N/A

**Fiscal impact:**

N/A

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**Background and Discussion:**

The Intergovernmental Agreement between Kendall County and the United City of Yorkville for reciprocal building inspection services expires March 1, 2024.

A renewal proposal is attached to this memo. Other than dates and the address of Yorkville City Hall, no other changes are proposed.

In 2023, Yorkville conducted thirty-eight (38) inspections for the County and the County conducted zero (0) inspections for Yorkville.

The United City of Yorkville will be reviewing the proposal during their meetings in February.

**Staff Recommendation:**

Approval

**Attachments:**

Proposed Agreement



**COUNTY OF KENDALL, ILLINOIS**  
**RESOLUTION 2024-\_\_**

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN  
KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE,  
ILLINOIS**

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, Kendall County and the United City of Yorkville are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), Kendall County and the United City of Yorkville are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

**WHEREAS**, Kendall County and the United City of Yorkville wish to share their resources and assist each other in the performance of building inspections.

**NOW, THEREFORE, BE IT RESOLVED** that the Kendall County Board hereby approves the *Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois*, which is attached hereto and made a part hereof by reference as Exhibit A; and

**BE IT FURTHER RESOLVED** that the Kendall County Board Chairman is hereby authorized to execute said intergovernmental agreement on behalf of Kendall County.

Approved and adopted by the County Board of Kendall County, Illinois, this 20<sup>th</sup> day of February, 2024.

Board Chairman Signature:

Attest:

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Matt Kellogg, Chairman  
County Board

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Debbie Gillette  
County Clerk

**Exhibit A**  
**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING**  
**INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS**  
**AND THE UNITED CITY OF YORKVILLE, ILLINOIS - 2024**

**THIS INTERGOVERNMENTAL AGREEMENT** (“*the Agreement*”) by and between the County of Kendall, a unit of local government of the State of Illinois (“*Kendall County*”) and the United City of Yorkville, Kendall County, Illinois (the “*City*”) a municipal corporation of the State of Illinois, is as follows:

**WITNESSETH:**

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the City and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), the County and City (collectively referred to as the “*Parties*”) are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

**WHEREAS**, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

**WHEREAS**, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

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

*Section 1.* The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

*Section 2.*

- a The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Peter Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.
- b The Parties agree that the United City of Yorkville Building Code Official Peter Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

*Section 3.* The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

*Section 4.* Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

- a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or
- b. If Kendall County Code Official Holdiman or City Building Code Official has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or
- c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or
- d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as “the home jurisdiction” and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as “the visiting inspector”.

*Section 5.* In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

*Section 6.* When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

*Section 7.* When a home jurisdiction requests the visiting inspector’s assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours’ notice when there is a foreseeable need for the other party’s inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector’s services are needed pursuant to Section 4.

*Section 8.* Inspections must be completed using the proper jurisdiction’s forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

*Section 9.* Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

*Section 10.* There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

*Section 11.* When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

*Section 12.* The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,

when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

*Section 13.* Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

*Section 14.* This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.

*Section 15.* This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

*Section 16.* All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt:

*If to the County:*        Director  
Kendall County Planning, Building & Zoning  
111 West Fox Street, Room 203  
Yorkville, Illinois 60560  
Fax: 630-553-4179

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

*If to the City:*        Community Development Director  
United City of Yorkville Building Safety and Zoning  
651 Prairie Pointe Drive  
Yorkville, Illinois 60560  
Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

*Section 17.* 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.

*Section 18.* This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except



as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

*Section 19.* Nothing contained in this Agreement, nor any act of Kendall County or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

*Section 20.* When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

*Section 21.* The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below: (a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or its equivalent) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall

apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (b) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage; (c) Workers' Compensation: as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the Jurisdiction maintains broader coverage and/or higher limits than the minimums shown above, the both Jurisdictions require and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to both Jurisdictions. The insurance policies are to contain, or be endorsed to contain, the following provisions: (a) Additional Insured Status-Both jurisdictions, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the jurisdiction including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the jurisdiction's insurance; (b) Notice of Cancellation-Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity; (c) Verification of Coverage-Each Jurisdiction shall furnish the other with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to other before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the other's obligation to provide them.

Each Jurisdiction reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

*Section 22.* This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

*Section 23.* Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratons' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

*Section 24.* The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits, and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

*Section 25.* Kendall County and the City each hereby warrant and represent that their

respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

County of Kendall, a unit of local government  
of the State of Illinois

United City of Yorkville, Kendall County,  
Illinois, a municipal corporation

By: \_\_\_\_\_  
Chair, Kendall County Board

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Attest:*

*Attest:*

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
City Clerk



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 2/20/2024  
**Subject:** Approval of Petition 23-32, Future Land Use Amendment for 8115 Route 47  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM, Director  
**Department:** Planning, Building and Zoning

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### Action Requested:

Approval of Petition 23-32, A from Alan Drake on Behalf of Grainco FS, Inc. (Property Owner) and Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC (Contract Purchaser) for an Amendment to the Future Land Use Map in the Land Resource Management Plan Reclassifying 8115 Route 47, Yorkville, in Kendall Township (PINs: 05-09-300-006, 05-09-300-007, 05-16-100-003, 05-16-100-004, and 05-16-100-020) from Transportation Corridor to Mixed Use Business; Property is Zoned A-1 and A-1 with Special Use Permits

### Previous Board/Committee Review:

ZPAC-Approval (7-0-3) on December 5, 2023  
Regional Planning Commission-Approval (7-0-3) on December 13, 2023  
Zoning Board of Appeals-Approval (7-0) on December 18, 2023  
Planning, Building and Zoning Committee-

### Fiscal impact:

N/A

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### Background and Discussion:

A.B. Schwartz, LLC would like an amendment to the Future Land Use Map contained in the Land Resource Management Plan for approximately nineteen point eight more or less (19.8 +/-) acres located on the west side of Route 47 addressed as 8115 Route 47. If the change to the Future Land Use Map is approved, the Petitioner would like to rezone the property to M-1 in order to operate a tile business, offices, warehouses, fuel storage, and other light industrial uses.

The record can be found here:

<https://www.kendallcountyil.gov/home/showpublisheddocument/28511/638382459678400000>

### Staff Recommendation:

Approval

### Attachments:

Proposed Resolution and Aerial of the Property

**RESOLUTION NUMBER 2024-\_\_\_\_\_**

**A RESOLUTION ADOPTING AN AMENDMENT TO THE KENDALL COUNTY LAND RESOURCE MANAGEMENT PLAN TO UPDATE THE FUTURE LAND USE PLAN BY RECLASSIFYING APPROXIMATELY NINETEEN POINT EIGHT ACRES AT 8115 ROUTE 47 (PINs: 05-09-300-006, 05-09-300-007, 05-16-100-003, 05-16-100-004, AND 05-16-100-020) IN KENDALL TOWNSHIP FROM TRANSPORTATION CORRIDOR TO MIXED USE BUSINESS**

WHEREAS, 50 ILCS 805/1, et seq. allows Counties to create and adopt Land Resource Management Plans; and

WHEREAS, 55 ILCS 5/5-14001 through 5-14008 specifies how a County may adopt and amend Official Plans; and

WHEREAS, Kendall County adopted a Land Resource Management Plan in March 1994; and

WHEREAS, the Kendall County Board has amended the Land Resource Management Plan on several occasions since its adoption in March 1994; and

WHEREAS, the Kendall County Land Resource Management Plan has adopted official Future Land Use Maps for each township and for the County as a whole; and

WHEREAS, the property which is the subject of this Resolution has been, at all relevant times, and remains currently classified as Transportation Corridor on the Future Land Use Map and consists of approximately 19.8 acres located at 8115 Route 47, Yorkville (PINs: 05-09-300-006, 05-09-300-007, 05-16-100-003, 05-16-100-004, and 05-16-100-020) in Kendall Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property”; and

WHEREAS, the subject property is currently owned by Alan Drake on behalf of Grainco FS, Inc.; and

WHEREAS, Andrew and Robert Schwartz on behalf of A. B. Schwartz, LLC has entered into a contract to purchase the subject property;

WHEREAS, Alan Drake on behalf of Grainco FS, Inc. and Andrew and Robert Schwartz on behalf of A. B. Schwartz, LLC shall hereinafter be referred to as “Petitioner”; and

WHEREAS, on or about November 15, 2023, Petitioner’s representative filed a petition to reclassify the subject property from Transportation Corridor to Mixed Use Business in order to rezone the property from A-1 Agricultural District and A-1 Agricultural District with Special Use Permits to M-1 Limited Manufacturing District; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on November 23, 2023, the Kendall County Regional Planning Commission conducted a public hearing on December 13, 2023, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested amendment and zero members of the public testified in favor or in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Regional Planning

Commission has recommended approval of the proposed amendment; and

WHEREAS, the Kendall County Zoning Board of Appeals met on December 18, 2023, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner's representative presented evidence, testimony, and exhibits in support of the requested amendment and zero members of the public testified in favor or in opposition to the request and one member of the public asked questions regarding the proposal; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has recommended approval of the proposed amendment; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and meeting, and has forwarded to the Kendall County Board a recommendation of approval of the proposed amendment; and

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee, the recommendation of the Kendall County Zoning Board of Appeals, the record of the public hearing conducted by the Kendall County Regional Planning Commission, the recommendation of the Kendall County Regional Planning Commission, and has determined that said proposed amendment to the Kendall County Land Resource Management Plan is necessary and in the best interests of Kendall County; and

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

1. The Recommendations of the Kendall County Regional Planning Commission and Kendall County Zoning Board of Appeals attached hereto as Exhibits B and C respectively are hereby accepted.
2. The Kendall County Board hereby grants approval of Petitioner's petition for an amendment to the Future Land Use Map contained in the Kendall County Land Resource Management Plan by reclassifying the subject property from Transportation Corridor to Mixed Use Business.
3. Any text or maps contained in the Kendall County Land Resource Management Plan in conflict with this resolution are hereby amended to match the reclassification of the subject property approved by this resolution.

IN WITNESS OF, this resolution has been enacted by a majority vote of the Kendall County Board and is effective this 20<sup>th</sup> day of February, 2024.

Attest:

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Kendall County Clerk  
Debbie Gillette

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Kendall County Board Chairman  
Matt Kellogg





05-09-300-006

05-09-300-007

05-16-100-003

05-16-100-004

05-16-100-020





## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 2/20/2024  
**Subject:** Approval of Petition 23-33, Map Amendment for 8115 Route 47  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM, Director  
**Department:** Planning, Building and Zoning

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### **Action Requested:**

Approval of Petition 23-33, A from Alan Drake on Behalf of Grainco FS, Inc. (Property Owner) and Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC (Contract Purchaser) for a Map Amendment Rezoning 8115 Route 47, Yorkville, in Kendall Township (PINs: 05-09-300-006, 05-09-300-007, 05-16-100-003, 05-16-100-004, and 05-16-100-020) from A-1 and A-1 with Special Use Permits to M-1

### **Previous Board/Committee Review:**

ZPAC-Approval (7-0-3) on December 5, 2023  
Regional Planning Commission-Approval (7-0-3) on December 13, 2023  
Zoning Board of Appeals-Approval (7-0) on December 18, 2023  
Planning, Building and Zoning Committee

### **Fiscal impact:**

N/A

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### **Background and Discussion:**

A.B. Schwartz, LLC would like a map amendment rezoning approximately nineteen point eight more or less (19.8 +/-) acres located on the west side of Route 47 addressed as 8115 Route 47 from A-1 Agricultural District and A-1 SU to M-1 Limited Manufacturing District in order to operate a tile business, offices, warehouses, fuel storage, and other light industrial uses.

The record can be found here:

<https://www.kendallcountyil.gov/home/showpublisheddocument/28513/638391946128730000>

### **Staff Recommendation:**

Approval

### **Attachments:**

Proposed Ordinance and Aerial of the Property

**ORDINANCE NUMBER 2024-\_\_\_\_\_**

**MAP AMENDMENT FOR APPROXIMATELY NINETEEN POINT EIGHT ACRES LOCATED  
AT 8115 ROUTE 47 (PINs: 05-09-300-006, 05-09-300-007, 05-16-100-003, 05-16-100-004, AND  
05-16-100-020) IN KENDALL TOWNSHIP**

Rezone from A-1 and A-1SU to M-1

WHEREAS, Section 13:07 of the Kendall County Zoning Ordinance permits the Kendall County Board to approve map amendments and provides the procedure through which map amendments are granted; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural Zoning District and consists of approximately 19.8 more or less acres located at 8115 Route 47, Yorkville (PINs: 05-09-300-006, 05-09-300-007, 05-16-100-003, 05-16-100-004, and 05-16-100-020) in Kendall Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property”; and

WHEREAS, on or about August 14, 1979, those portions of the subject property identified by parcel identification numbers 05-09-300-007, 05-16-100-004, and 05-16-100-020 were granted a special use permit for the expansion of fuel facilities by the County Board through Ordinance 1979-20; and

WHEREAS, on or about July 29, 1997, those portions of the subject property identified by parcel identification number 05-16-100-020 were granted a variance to the front yard setback by allowing the canopy top and pumps to encroach twenty feet into the setback and allowing the posts to encroach ten feet into the setback; and

WHEREAS, on or about June 16, 1998, those portions of the subject property identified by parcel identification numbers 05-09-300-007, 05-16-100-004, and 05-16-100-020 were granted a special use permit for an illuminated sign by the County Board through Ordinance 1998-09; and

WHEREAS, the subject property is currently owned by Alan Drake on behalf of Grainco FS, Inc.; and

WHEREAS, Andrew and Robert Schwartz on behalf of A. B. Schwartz, LLC has entered into a contract to purchase the subject property;

WHEREAS, Alan Drake on behalf of Grainco FS, Inc. and Andrew and Robert Schwartz on behalf of A. B. Schwartz, LLC shall hereinafter be referred to as “Petitioner”; and

WHEREAS, on or about November 15, 2023, Petitioner’s representative filed a petition for a Map Amendment rezoning the subject property from A-1 Agricultural District and A-1 Agricultural District with Special Use Permits to M-1 Limited Manufacturing District; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on November 23, 2023, due and proper notification to the United City of Yorkville on or about November 28, 2023, due and proper notification to Kendall Township on or about November 28, 2023, and due and proper notification to all property owners of record of properties located within five hundred feet of the subject property at least fifteen days prior to the hearing, the Kendall County Zoning Board of Appeals conducted a public hearing on December 18, 2023, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested Map

Amendment and zero members of the public testified in favor or in opposition of the requested Map Amendment and one person asked questions regarding the requested Map Amendment; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the Map Amendment as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated December 18, 2023, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of approval of the requested Map Amendment; and

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

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

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for a Map Amendment rezoning the subject property from A-1 Agricultural District and A-1 Agricultural District with Special Use Permits to M-1 Limited Manufacturing District.
3. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this Map Amendment.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 20<sup>th</sup> day of February, 2024.

Attest:

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Kendall County Clerk  
Debbie Gillette

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Kendall County Board Chairman  
Matt Kellogg





05-09-300-006

05-09-300-007

05-16-100-003

05-16-100-004

05-16-100-020



# KENDALL COUNTY SHERIFF'S OFFICE

## MONTH-END REPORT



**JANUARY**

**2024**

Submitted by: Sheriff Dwight A. Baird

**OPERATIONS DIVISION**

<b>POLICE SERVICES</b>	<b>January-22</b>	<b>January-23</b>	<b>December-23</b>	<b>January-24</b>
Calls for Service	642	634	700	770
Police Reports	346	343	331	327
Total Arrests	116	143	138	111
Ordinance Citations Issued	0	0	0	0

<b>TRAFFIC SERVICES</b>				
Traffic Contacts	422	594	595	451
Traffic Citations Issued	204	284	292	239
DUI Arrests	10	8	11	6

<b>TRAFFIC CRASH INVESTIGATIONS</b>				
Property Damage	51	44	46	52
Personal Injury	13	10	11	11
Fatalities	1	0	0	0
<b>TOTAL CRASH INVESTIGATIONS</b>	<b>65</b>	<b>54</b>	<b>57</b>	<b>63</b>

<b>VEHICLE USAGE</b>				
Total Miles Driven by Sheriff's Office	43,705	46,537	61,899	61,983
Vehicle Maintenance Expenditures	\$4,072	\$6,568	\$972	\$8,318
Fuel Expenditures	\$12,759	\$11,974	\$12,212	\$14,046
Fuel Gallons Purchased	4,178	4,069	4,657	5,089
Squad Damage Reports	0	1	1	0

<b>AUXILIARY DEPUTIES</b>				
Ride-A-Long Hours	0	10	22	0
Auxiliary Hours	32	16	13	127
<b>TOTAL AUXILIARY HOURS</b>	<b>32</b>	<b>26</b>	<b>35</b>	<b>127</b>

<b>EVIDENCE/PROPERTY ROOM</b>				
New Items into Property Room	133	145	58	84
Disposal Orders Processed	24	30	1	28
Items Disposed Of	95	102	71	20
Items Sent to Crime Lab for Processing	5	25	18	5

<b>INVESTIGATIONS/COPS ACTIVITIES</b>				
Total Assigned Cases (Patrol/Invest)	26	23	9	35
Total Closed Cases (Patrol/Invest)	24	61	30	23
Total Open Cases (Patrol/Invest)	126	88	73	85
Community Policing Meetings/Presentations	23	19	25	22

<b>Sex Offender / Violent Offenders Against Youth Registrations</b>				
Sex Offender Registrations	12	7	12	10
Sex Offender - Address Verifications Completed	0	0	1	0
Sex Offender - Address Verification Attempted	0	0	1	0
Total # of Sex Offenders- Jurisdiction	34	31	32	34
Total # of Sex Offenders- Entire County	94	89	85	88
Violent Offenders Against Youth Registrations	0	1	1	3
VOAY - Address Verification Completed	0	0	0	0
VOAY - Address Verification Attempted	0	0	0	0
Total # of VOAY- Jurisdiction	7	8	6	6
Total # of VOAY- Entire County	24	26	28	28

**RECORDS DIVISION**

<b>SHERIFF SALES</b>	<b>January-22</b>	<b>January-23</b>	<b>December-23</b>	<b>January-24</b>
Sales Scheduled	10	16	14	10
Sales Cancelled	6	9	9	8
Sales Conducted	4	7	5	2

**CIVIL PAPERWORK**

Papers Filed/Received	137	173	185	254
Papers Served/Executed	79	117	168	178

**REPLEVINS/LEVY**

Replevin/Levy Scheduled	0	0	0	1
Replevin/Levy Conducted	0	0	0	1

**SA, SUBPOENA & FOIA REQUESTS**

Electronic and Recording Copy Requests	84	76	64	80
Accident Reports	28	10	43	29
Background Checks	34	33	27	37
Incidents	73	80	60	107
Subpoenas	6	1	4	2
<b>TOTAL REQUESTS</b>	<b>225</b>	<b>200</b>	<b>198</b>	<b>255</b>

**WARRANTS**

Total Warrants on File	1,754	1,604	1,199	1,208
New Warrants Issued	110	101	101	109
Total Warrants Served	114	119	106	88
Warrants Quashed	24	25	76	12

**EVICCTIONS**

Evictions Scheduled for Month	15	5	8	14
Evictions Cancelled	9	2	3	4
Evictions Conducted	6	3	5	10

**FEES**

Civil Process Fees	\$3,482	\$5,321	\$4,140	\$27,981
Sheriff Sales Fees	\$2,400	\$5,700	\$2,700	\$5,100
Records Fees/Fingerprinting	\$75	\$35	\$330	\$384
Bond Processing Fees	\$1,051	\$2,293	\$2,401	\$1,664
<b>TOTAL FEES COLLECTED</b>	<b>\$7,008</b>	<b>\$13,350</b>	<b>\$9,570</b>	<b>\$35,128</b>

**CORRECTIONS DIVISION****JAIL POPULATION**

New Intake Bookings	168	258	163	166
Inmates Released	151	235	163	151
Federal Inmate ADP	68	17	12	11
Kendall County Inmate ADP	74	76	45	53
Other Jurisdictions Inmate ADP	12	4	13	10
Average Daily Population	154	97	69	74
ADP of inmates housed in other Jurisdictions		6	2	5

**JAIL MEALS**

Number of Meals Prepared Consolidated/Aramark	13,698	8,214	6,808	6,967
Price Per Meal	\$1.37	\$2.97	\$3.08	\$3.08

<b>INMATE TRANSPORTS</b>	<b>January-22</b>	<b>January-23</b>	<b>December-23</b>	<b>January-24</b>
To and From Kendall County Courthouse	26	42	56	53
Other County Court Transports	3	0	4	4
Out of County Prisoner Pickups	9	9	15	17
To I.D.O.C	0	3	3	3
Medical/Dental Transports	10	8	10	6
Court ordered medical transports	1	0	1	1
Juvenile To and From Youth Homes/Courts	13	7	11	8
Federal Transports	10	5	3	3
To and From Kane County Jail		32	8	7
<b>TOTAL INMATE TRANSPORTS</b>	<b>72</b>	<b>106</b>	<b>111</b>	<b>102</b>

<b>INMATE WORK CREWS</b>				
Number of Inmates	0	0	0	1
Number of Locations	0	0	0	1
Total Hours Worked	0	0	0	11

<b>REVENUE</b>				
Amount Invoiced for Inmates Housed for Other Juris.	\$23,940	\$2,170	\$25,350	\$9,975
Amount Invoiced for Federal Housing	\$168,480	\$42,160	\$32,936	\$32,384
Amount Invoiced for Federal Court Transport	\$945	\$923	\$1,910	\$771
Amount Invoiced for Federal Medical Transport	\$1,088	\$280	\$0	\$199
<b>TOTAL INVOICED</b>	<b>\$194,453</b>	<b>\$45,533</b>	<b>\$60,196</b>	<b>\$43,328</b>

<b>MEDICAL BILLING</b>				
Medical Contractual Services	\$19,241	\$20,809	\$21,917	\$21,917
Prescriptions	\$5,319	\$1,358	\$1,489	\$0
Medical	\$1,761	\$192	\$193	\$454
Dental	\$0	\$0	\$186	\$75
Emergency Medical Services	\$240	\$479	\$0	\$0
Medical Supplies	\$382	\$177	\$683	\$3,868
<b>TOTAL MEDICAL BILLING</b>	<b>\$26,942</b>	<b>\$23,015</b>	<b>\$24,468</b>	<b>\$26,315</b>

<b>Housing Expense</b>				
Kane County Jail		\$12,825	\$0	\$0
<b>TOTAL HOUSING EXPENSE</b>	<b>0</b>	<b>\$12,825</b>	<b>\$0</b>	<b>\$0</b>

<b>COURT SECURITY</b>				
Entries	8,705	10,080	9,055	10,182
Items X-rayed	3,685	4,976	4,036	4,874
Bond Call - In Person	6	6	116	77
Bond Call - Video	30	44	2	1
Kendall Prisoners	70	72	45	58
Other Prisoners	3	19	10	16
Arrests made at Courthouse	24	34	9	18
Contraband Refused	55	77	42	45

## ***ELECTRONIC HOME MONITORING***

<b>TOTAL DEFENDANTS ORDERED TO EHM</b>				
Juvenile	14	7	3	3
Adult	60	66	80	83
<b>TOTAL PARTICIPANTS</b>	<b>74</b>	<b>73</b>	<b>83</b>	<b>86</b>



<b>Orders</b>	<b>January-22</b>	<b>January-23</b>	<b>December-23</b>	<b>January-23</b>
Presentenced	69	65	75	81
Bischof	38	36	26	31
Post Sentenced	5	8	8	5

<b>Days Defendants Served on EHM</b>				
Juvenile	324	176	75	73
Adult	1,749	1,943	2,287	2,352
<b>TOTAL DAYS</b>	<b>2,073</b>	<b>2,119</b>	<b>2,362</b>	<b>2,425</b>

<b>EHM VIOLATIONS</b>				
Juvenile	2	0	1	0
Adult	11	7	12	12
<b>TOTAL VIOLATIONS</b>	<b>13</b>	<b>7</b>	<b>13</b>	<b>12</b>

<b>COST vs. COLLECTIONS</b>				
Cost	\$5,452	\$5,573	\$6,216	\$6,378
Collected	\$4,514	\$2,158	\$2,038	\$2,281

## **KCSO TRAINING**

<b>CORRECTIONS DIVISION</b>	<b>January-22</b>	<b>January-23</b>	<b>December-23</b>	<b>January-24</b>
<b>NATURE OF TRAINING</b>				
Alcohol Abuse Emergencies in Jails/Prisons				2
Contraband Control				1
CourtSmart				0.5
Diabetic Emergencies				20
Extreme Ownership Leadership 101				2
Extreme Ownership Leadership 102				2
Extreme Ownership Leadership 103				1
Extreme Ownership Leadership 104				2
Extreme Ownership Leadership 105				2
Extreme Ownership Leadership 106				2
Gangs 1				20
Identity Protection Act				0.25
IDPH Naloxone Training				1
LEADS Re-Cert				1.5
Lexipol DTB's				19.5
Mental Health First Aid for Corrections Professionals				37.5
Harassment Prevention for Illinois Employees				6
Harassment Prevention for Illinois Supervisors				2
Officers in Crisis: Agency Programs for Proactive...				8
Open Meetings Act Online				2
Policy 315				1
PREA Your Role Responding to Sexual Abuse				2
Pre-Retirement: Prepare Now...				2.25
The Importance of Achieving Accreditation...				1
Understanding Autism Spectrum Disorder				1
Understanding Inmates' Rights				1
What is SUD				0.25
<b>TOTAL HOURS</b>	<b>74.00</b>	<b>244.75</b>	<b>154.00</b>	<b>140.75</b>

<b>OPERATIONS DIVISION</b>	<b>January-22</b>	<b>January-23</b>	<b>December-23</b>	<b>January-24</b>
<b>NATURE OF TRAINING</b>				
Advanced REID Interviewing & Interrogation				12
Corrections Emergency Directives				92.5
CourtSmart				40
Dealing with Difficult Customers				0.25
Evidence Procedures				38
Extreme Ownership Leadership 101				3
Extreme Ownership Leadership 102				3

Extreme Ownership Leadership 103	3
Extreme Ownership Leadership 104	4
Extreme Ownership Leadership 105	3
Extreme Ownership Leadership 106	2
Firearms Restraining Order Act Awareness	2
Gang Enforcement Skills- 40 Hour	80
Identity Protection Act	0.25
IDPH Naloxone	4
LEADS Less Than Full Access	4
LEADS Re-Cert	4.5
Lexipol DTB's	30.75
Harassment Prevention for Illinois Employees	19
Harassment Prevention for Illinois Supervisors	12
Policy 315	1
PREA Your Role Responding to Sexual Abuse	2
Roll Call Training	13.5
Reid Technique of Interviewing & Interrogation	36
Understanding the Role of a Supervisory Through...	32
Winter Shoot	126

<b>TOTAL HOURS</b>	<b>397.00</b>	<b>449.75</b>	<b>529.50</b>	<b>567.75</b>
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<b>COURT SECURITY</b>	<b>January-22</b>	<b>January-23</b>	<b>December-23</b>	<b>January-24</b>
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**NATURE OF TRAINING**

CourtSmart	3.5
Diabetic Emergencies	5
Gangs 1	5
Lexipol DTB's	5.25
Harassment Prevention for Illinois Employees	3
Harassment Prevention for Illinois Supervisors	2

<b>TOTAL HOURS</b>	<b>9.00</b>	<b>13.75</b>	<b>16.75</b>	<b>23.75</b>
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<b>ADMINISTRATION DIVISION</b>	<b>January-22</b>	<b>January-23</b>	<b>December-23</b>	<b>January-24</b>
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**NATURE OF TRAINING**

CourtSmart	0.5
LEADS Re-Cert	1.5
Harassment Prevention for Illinois Employees	7
Harassment Prevention for Illinois Supervisors	2
Pre-Retirement Planning: Prepare Now...	0.75

<b>TOTAL HOURS</b>	<b>9.00</b>	<b>0.00</b>	<b>46.50</b>	<b>11.75</b>
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<b>AUXILIARY</b>	<b>January-22</b>	<b>January-23</b>	<b>December-23</b>	<b>January-24</b>
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**NATURE OF TRAINING**

Lexipol	5.5	5.75
Harassment Prevention for Illinois Employees		7
Neogov - Emergency Prep and Response		1.5
Neogov - Firearms Safety and Community Policing		2.5

<b>TOTAL HOURS</b>	<b>19.00</b>	<b>0.00</b>	<b>5.50</b>	<b>16.75</b>
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<b>PART TIMERS</b>	<b>January-22</b>	<b>January-23</b>	<b>December-23</b>	<b>January-24</b>
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**NATURE OF TRAINING**

CourtSmart	1.5
Firearms Restraining Order Act Awareness	1
Lexipol DTB's	3.75
Harassment Prevention for Illinois Employees	2
Officer Stress Management	1

<b>TOTAL HOURS</b>	<b>12.00</b>	<b>23.50</b>	<b>12.75</b>	<b>9.25</b>
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<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>1/1/24-1/31/24</b>	<b>1/1/23-1/31/23</b>	<b>1/1/22-1/31/22</b>
	<b>Fund</b>			
CLKFEE	County Clerk Fees	\$468.50	\$506.00	\$1,018.00
MARFEE	County Clerk Fees - Marriage License	\$750.00	\$540.00	\$750.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$30.00	\$30.00
ASSUME	County Clerk Fees - Assumed Name	\$20.00	\$25.00	\$60.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,880.00	\$1,370.00	\$1,948.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$240.00
MISINC	County Clerk Fees - Misc	\$84.60	\$64.58	\$109.00
	County Clerk Fees - Misc Total	\$3,203.10	\$1,459.58	\$2,357.00
RECFEE	County Clerk Fees - Recording	\$17,289.00	\$18,986.00	\$35,116.00
	Total County Clerk Fees	\$20,492.10	\$21,521.58	\$39,271.00
CTYREV	County Revenue	\$45,737.00	\$41,381.50	\$61,862.00
DCSTOR	Doc Storage	\$10,040.50	\$10,991.00	\$20,602.00
GISMAP	GIS Mapping	\$31,770.00	\$34,950.00	\$65,280.00
GISRCD	GIS Recording	\$2,118.00	\$2,330.00	\$4,352.00
INTRST	Interest	\$126.96	\$127.40	\$36.86
RECMIS	Recorder's Misc	\$8,826.50	\$5,318.75	\$993.00
RHSP	RHSP/Housing Surcharge	\$16,866.00	\$9,108.00	\$18,324.00
TAXCRT	Tax Certificate Fee	\$2,040.00	\$1,080.00	\$1,440.00
TAXFEE	Tax Sale Fees	\$420.00	\$655.00	\$1,030.00
PSTFEE	Postage Fees	\$359.38	\$505.17	\$733.00
CK # 19812	To KC Treasurer	\$138,796.44	\$127,968.40	\$213,923.86
Death Certificate Surcharge sent from Clerk's office \$1864.00 ck # 19810				
Dom Viol Fund sent from Clerk's office \$125.00 ck # 19811				



# 2023 Annual Report

**OFFICE OF THE KENDALL COUNTY CORONER**

**JACQUIE PURCELL, D-ABMDI, CORONER**

804 W. JOHN STREET, SUITE A  
YORKVILLE, ILLINOIS 60560

**362** Total Deaths (1/1/2023 – 12/31/2023)

**2023 Total Allowed Budget: \$215,518**  
**2023 Actual Spent: \$205,649**

## Types of Deaths Reportable to the Coroner

The Illinois Coroner Act, 55 ILCS 5/3-3 et. al., mandates that specific types of death are to be referred to the Coroner for investigation. These deaths include sudden and unexpected deaths, accidental deaths, and violent deaths. The Coroner has the authority under this act to order an autopsy at any time it is deemed necessary to determine or confirm the cause and manner of death.

In addition to statutorily mandated death investigations, the Coroner's Office requires all deaths occurring in the county to be reported to our office to ensure appropriate investigation of all necessary cases.

## Why is the Coroner Involved and what does the Coroner's Office do?

Illinois law requires that the Coroner's Office investigate any death of a sudden, violent, or suspicious nature. Any death that occurs outside of a hospital setting requires notification of the Coroner's Office.

The principal responsibility of the Coroner is to assure that a death did not occur as the result of foul play. To help determine the manner and cause of death, the investigator may employ a variety of investigative techniques including interviews with family members and physicians, scene analysis and photography, and physical examination of the decedent. Oftentimes, these aspects of the investigation will provide the information needed to close the death investigation. The primary physician may be allowed to certify the death certificate.

## Community Involvement



Coroner Purcell and Chief Deputy Gotte continue to provide in-classroom instruction for law enforcement, health and forensics based science high school classes. We also provide new hire orientation for deputies and municipal police officers.

## Deaths by Manner

MANNER	2023 total
Natural	331
Accident	19
Suicide	11
Homicide	1
Undetermined	0

## Non-Natural Deaths

ACCIDENT	Total: 19
Overdose	3
Drowning	3
Cold Exposure	1
Falls/Injuries w/Natural Disease	7
Positional/Mechanical Asphyxia	2
Motor Vehicle Collisions	3
SUICIDE	Total: 11
Gunshot Wound	5
Hanging/Ligature	3
Overdose	1
Pedestrian vs Train	2
Undetermined	0
HOMICIDE	Total: 1
Gunshot Wound	1

## Natural Deaths

CAUSE	2023 total
Cancer	102
Cardiac	84
Other	145

## Organ & Tissue Donations



Organ & Tissue Donations	
Reported/All Calls:	63
Tissue Referrals:	20
Tissue Approaches:	14
Tissue Donors:	5

## Coroner's Office Staff

**Jacquie Purcell**

Coroner

**Cherie McCarron**

Full Time Deputy Coroner

**Jennifer Johnson**

Administrative Assistant

**Jill Blankenship**

Coroner's Assistant

**Kristin Escobar Alvarenga**

Forensic Pathologist

**Jessica Gotte**

Part Time Deputy Coroner

**Allen Grobe**

Coroner's Assistant

**Cristie Fry**

Coroner's Assistant

**Levi Gotte**

Chief Deputy Coroner

**William Sutton**

Part Time Deputy Coroner

**Jennifer Hockings**

Coroner's Assistant

**Office of the Kendall County Coroner**

**Monthly Report  
January 2023**

\* There were 25 hours of community service time served during the month of January.

\*No Report for January 2024

Deaths Report to the M.E.		Deaths Investigations	
January 2023	42	January 2023	9
YTD	42	YTD	9

MEI Scene Investigations		Postmortem Examinations	
January 2023	8	January 2023	4
YTD	8	YTD	4

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
January 2023	36	4	2	0	0	0
YTD	36	4	2	0	0	0

Cremation Permits Issued	
January 2023	27
YTD	27



Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2023-0001	Natural	Cardiac	07-24-1958	01-01-2023	None	No
2023-0002	Natural	Cardiac	11-10-1972	01-01-2023	None	Yes
2023-0003	Natural	Neoplasm	02-10-1935	01-02-2023	None	No
2023-0004	Accident	Asphyxia-Drowning	01-06-2003	01-02-2023	Full	Yes
2023-0005	Natural	Pulmonary	09-27-1930	01-03-2023	None	No
2023-0006	Natural	Dementia-Alzheimers	02-13-1957	01-03-2023	None	No
2023-0007	Natural	Dementia-Alzheimers	11-18-1935	01-04-2023	None	No
2023-0008	Natural	Neoplasm	05-16-1940	01-05-2023	None	No
2023-0009	Natural	Pulmonary	01-30-1921	01-05-2023	None	No
2023-0010	Natural	Pulmonary-COPD	07-25-1958	01-05-2023	None	No
2023-0011	Suicide	Asphyxia-Strangulation-Ligature	10-19-1993	01-05-2023	Full	Yes
2023-0012	Natural	Pulmonary-COPD	10-12-1948	01-06-2023	None	No
2023-0013	Natural	Pulmonary-COPD	08-16-1934	01-06-2022	None	No
2023-0014	Accident	Fall	09-24-1939	01-06-2023	None	No
2023-0015	Natural	Cirrhosis	12-29-1932	01-06-2023	None	No
2023-0016	Natural	Neoplasm	04-05-1938	01-07-2023	None	No
2023-0017	Natural	Dementia-Alzheimers	08-19-1925	01-08-2023	None	No
2023-0018	Accident	Drug Death-Mixed Drug Toxicity	07-23-1960	01-08-2023	Full	Yes
2023-0019	Natural	Infection-Sepsis	07-22-1925	01-09-2023	None	No
2023-0020	Suicide	Asphyxia-Strangulation-Hanging	01-01-1975	01-10-2023	None	Yes
2023-0021	Natural	Pulmonary	07-20-1935	01-11-2023	None	No
2023-0022	Natural	Neoplasm	05-15-1938	01-13-2023	None	No
2023-0023	Natural	Dementia-Alzheimers	03-26-1924	01-13-2023	None	No
2023-0024	Natural	Dementia-Alzheimers	06-16-1942	01-15-2023	None	No
2023-0025	Natural	Cardiac	02-14-1952	01-15-2023	None	No
2023-0026	Natural	Cardiac-Infarct NOS	03-20-1954	01-16-2023	None	Yes
2023-0027	Natural	Neoplasm	03-23-1942	01-16-2023	None	No
2023-0028	Natural	Cardiac	03-23-1928	01-18-2023	None	No
2023-0029	Natural	Cardiac-Hypertension	02-28-1937	01-19-2023	None	No
2023-0030	Natural	Neoplasm	10-11-1947	01-20-2023	None	No
2023-0031	Natural	Dementia-Alzheimers	06-14-1925	01-20-2023	None	No
2023-0032	Natural	Cardiac	07-31-1941	01-22-2023	None	No
2023-0033	Natural	Cardiac	10-17-1993	01-23-2023	Full	Yes
2023-0034	Natural	Neoplasm	09-13-1949	01-24-2023	None	No
2023-0035	Natural	Nervous System	11-07-1961	01-25-2023	None	No
2023-0036	Natural	Chronic Alcoholism	01-02-1963	01-25-2023	None	Yes

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2023-0037	Accident	Fall	06-21-1930	01-27-2023	None	No
2023-0038	Natural	Dementia-Alzheimers	04-15-1931	01-27-2023	None	No
2023-0039	Natural	Pulmonary-COPD	08-12-1944	01-28-2023	None	No
2023-0040	Natural	Pulmonary	03-15-1949	01-29-2023	None	No
2023-0041	Natural	Neoplasm	11-03-1934	01-30-2023	None	No
2023-0042	Natural	Dementia-Alzheimers	04-18-1937	01-31-2023	None	No

# Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

## Emergency Management Report

**JANUARY 2024**

### ○ **KCEMA Operations**

- Attended table top exercise at Oswego PD, the scenario was a tornado touched down
- 2024 Polar Plunge planning has started
- Eclipse support planning is on going
- Basic Weather spotter class in cooperation with the National Weather Service on Wednesday, February 28<sup>th</sup> at 6pm. The location will be: Yorkville High School, Instructional Room - Enter Door 1, 797 Game Farm Rd, Yorkville, IL 60560
- Winter Storms and fridged temperatures hit the area. Which resulted in EMA rescuing two people from the snow
- Quarterly report was submitted to IEMA

### ○ **Nuclear**

- EmNet console was tested after the planned power outage to ut over the new UPS system.
- Nuclear IPRA exercise will be June of 2025. This will be a hostel action base exercise.
- Quarterly report was submitted.
- Dosimetry testing was complete

### ○ **Hazard Mitigation Plan**

- Public Forum will be February 20, 2024

### ○ **UCP Status**

- The UHF antenna has been resolved by installing an additional antenna
- Nothing done with the ICRI radio iterop device just yet. We need to select the required cables.
- Revised 2024 UCP budget was approved by Kendall County Association of Chiefs of Police.

### ○ **Radios**

- 4 new Kenwood 5800 UHF radios just arrived from Ragan Communications. 1 goes in the bus, 1 in the Yukon, 1 in the Explorer and 1 in the Escape. These replace the aging Motorola CDM-1250s.

- **Meetings/Training/Volunteers/Details**

- IEMA County Call Update with IEMA Deputy Director via Zoom, Monthly
- ILEAS Meetings twice a month
- ARES SEC meeting on the second Wednesday of each month via Zoom
- UCP team lead meeting monthly.
- State radio “Stakeholders” meeting monthly.
- Illinois Eclipse Communications Planning is on-going.
- Kendall County will be hosting the IEMA Region 3 meeting on May 17<sup>th</sup> location TBD
- Kendall County will be hosting the National Weather Service Storm Spotting training on February 28<sup>th</sup>

- **Important Dates**

02/20/24 - Hazard Mitigation Plan Public Forum at Oswego Fire Station 1

02/26/24 – KCEMA Volunteer Training/Business Meeting

02/28/24 - National Weather Service Storm Spotting training at Yorkville HS

05/17/24 - IEMA Region 3 meeting location TBD

June 2025 – Nuclear Exercise

To: Law, Justice and Legislation Committee Board Members  
 Kendall County Board  
 Kendall County, Illinois  
 From: Jason D. Majer, Kendall County Public Defender

KCBoard@kendallcountyil.gov  
 dgillette@kendallcountyil.gov

**MONTHLY REPORT OF NUMBER OF CASES ASSIGNED AND CLOSED FOR EACH PUBLIC DEFENDER**

**AS OF JANUARY 2024**

	<b><u>J. MAJER</u></b>	<b><u>C. WHEATON</u></b>	<b><u>K. GUSTAFSON</u></b>	<b><u>J.DEETS</u></b>	<b><u>S. KIRST</u></b>	<b><u>S. HOLLMEYER</u></b>	<b><u>New Files</u></b>	<b><u>TOTAL</u></b>
<b>Criminal Felony:</b>	<b>186</b>	<b>216</b>	<b>293</b>	<b>23</b>			<b>125</b>	
Class M-	4	5						
Class X-	20	23	13					
Class 1-	17	30	19					
Class 2-	43	59	39					
Class 3-	31	43	97	16				
Class 4-	70	56	125	7				
<b>MX/SVP/Post C.:</b>	<b>1</b>						<b>2</b>	
<b>Criminal CM:</b>	<b>48</b>	<b>30</b>	<b>89</b>	<b>43</b>	<b>46</b>	<b>71</b>	<b>47</b>	
<b>Criminal DUI/DT:</b>	<b>22</b>	<b>5</b>	<b>7</b>	<b>25</b>	<b>26</b>	<b>22</b>	<b>10</b>	
<b>Criminal DV:</b>	<b>7</b>	<b>6</b>	<b>3</b>	<b>31</b>	<b>31</b>	<b>62</b>	<b>21</b>	
<b>Traffic Offenses (TR):</b>	<b>36</b>	<b>13</b>	<b>39</b>	<b>18</b>	<b>44</b>	<b>35</b>	<b>29</b>	
<b>Traffic Offenses (MT):</b>	<b>16</b>		<b>25</b>	<b>41</b>	<b>109</b>	<b>120</b>	<b>86</b>	
<b>Juvenile JA/Truancy JV:</b>			<b>2</b>	<b>66</b>	<b>96</b>	<b>66</b>	<b>38</b>	

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>J.DEETS</u>	<u>S. KIRST</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
<b>Juvenile JD:</b>					<b>43</b>	<b>8</b>	<b>15</b>	
Class X-								
Class 1-					2			
Class 2-					4	1		
Class 3-					2			
Class 4-					13	2		
CM-					22	5		
<b>Criminal Contempt:</b>			2					
<b>Civil Law/Other:</b>								
<b>Conditions Call Only:</b>								<b>9</b>
Total Open/Jan.-23:	<b>315</b>	<b>270</b>	<b>460</b>	<b>247</b>	<b>395</b>	<b>384</b>		<b>2,071</b>
Total Open/Dec.-23:	<b>374</b>	<b>282</b>	<b>425</b>	<b>265</b>	<b>373</b>	<b>348</b>		<b>2,067</b>
Total Closed/Dec.-23:	<b>67</b>	<b>70</b>	<b>50</b>	<b>58</b>	<b>65</b>	<b>46</b>		<b>356</b>
Total New Files-Dec.-23:	<b>43</b>	<b>31</b>	<b>81</b>	<b>73</b>	<b>110</b>	<b>96</b>		<b>373</b>





## Preliminary Engineering Services Agreement

ENGINEERING CONSULTANT	
Name	Hutchison Engineering, Inc.
Address	605 Rollingwood Drive
City/State/Zip	Shorewood, IL 60404

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between Kendall County (hereinafter referred to as "COUNTY") and Engineering Consultant listed above (hereinafter referred to as "ENGINEER") and covers certain professional engineering services in connection with the Project Identification.

### PROJECT IDENTIFICATION

Section No.	22-00168-00-EG
Route(s)	County Highway 11 (Ridge Road)
Termini	Holt Road to Black Road Intersection
Structure No.(s)	N/A SN 047-3011 is omitted
Description	Phase II Engineering Services for the widening and expansion of Ridge Road

### ENGINEERING SERVICES & PAYMENT

#### The ENGINEER Agrees

1. To perform, or be responsible for the performance of, the following basic engineering services for the COUNTY in connection with the proposed improvements herein before described and checked below:
  - a. ☒ Make detailed land surveys as are necessary for the preparation of detailed roadway plans
  - b. ☐ Make stream and flood plain hydraulic surveys, gather stream data, and prepare detailed bridge plans
  - c. ☒ Make subsurface investigations, including soil borings, as required for design of the improvement
  - d. ☐ Perform traffic studies and counts, providing sufficient data for design of the proposed improvement
  - e. ☒ Prepare applicable permits for ACOE, IDNR, IEPA, and others necessary for design of the improvement
  - f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, including associated supporting documents
  - g. ☒ Make complete plans, specifications and estimates for proposed improvement, including 5 copies to COUNTY
  - h. ☒ Furnish County with legal descriptions, right-of-way plans, and/or field staking for all proposed acquisitions
  - i. ☐ Assist the County in the tabulation and interpretation of the contractor's proposals
  - j. ☒ Prepare the necessary environmental documents in accordance with procedures adopted by IDOT-BLRS
  - k. ☐ Prepare the Project Development Report when required by the COUNTY
  - l. ☐

2. The reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the Agreement will be in accordance with current standard specifications and policies of the Illinois Department of Transportation, or those specifications and policies amended by the COUNTY, with the understanding that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the COUNTY.
3. To attend conferences at any reasonable time when requested to do so by representatives of the COUNTY.
4. In the event plans or surveys are found to be in error during construction of the improvement, and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he/she will perform such work without expense to the COUNTY, even though final payment has been received. The ENGINEER shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this Agreement will be made available, upon request, to the COUNTY without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the ENGINEER pursuant to this Agreement will be endorsed by the ENGINEER and will show the ENGINEER'S professional seal where such is required by law.
7. To submit a Scoping Worksheet, attached hereto and incorporated into this Agreement as Exhibit A. Said worksheet shall provide a breakdown of anticipated basic engineering tasks, work-hour estimates, and summary of tasks and costs to be performed under this Agreement.

#### **The COUNTY Agrees**

1. To compensate the ENGINEER for basic engineering services outlined herein at the hourly rates attached hereto and incorporated into this Agreement as Exhibit B, which will be considered payment in full for actual employee time utilized to provide the required services. Said rates included overhead and burden costs plus profit. The upper limit of compensation for the completion of all services required under this Agreement shall not exceed:

\$ 1,620,000.00

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The upper limit of compensation includes all services described above and on the attached Exhibit A, including direct out-of-pocket expenses. For direct out-of-pocket expenses, the ENGINEER will be reimbursed at the actual cost of the item. Any additional services the COUNTY may require beyond those set forth above or on the attached Exhibit A will be charged at the rates identified in Exhibit B, and shall be considered an addition to the upper limit of compensation. The COUNTY shall not provide compensation for any additional services above the upper limit of compensation unless those additional services are pre-approved in writing by the COUNTY.

2. That payments due the ENGINEER for services rendered in accordance with this Agreement shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*). ENGINEER shall provide the COUNTY with a detailed invoice showing all hours worked.
3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1l, and prior to the completion of such services, the COUNTY shall reimburse the ENGINEER at the attached hourly rates for the services actually rendered prior to such abandonment, but in no event shall the reimbursement exceed the upper limit of compensation.
4. That all reports, plans, surveys, computations, and other information prepared or provided as deliverables to the COUNTY are instruments of service. COUNTY shall not reuse or make modifications to the instruments of service without written authorization by ENGINEER. COUNTY agrees that any unauthorized use or misuse of instruments of service is at COUNTY's sole risk and without liability to the ENGINEER

## AGREEMENT PROVISIONS

In the event of a conflict between these Agreement Provisions and any preceding part of this Agreement, the Agreement Provisions shall control. The parties mutually agree to amend and incorporate the Agreement with the following terms:

1. This Agreement may be terminated by the COUNTY upon giving notice in writing to the ENGINEER at their last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the COUNTY all surveys, permits, agreements, preliminary bridge design & hydraulic reports, drawings, specifications, partial and completed estimates and data, if any, from traffic studies and soil surveys and subsurface investigations with the understanding that all such material becomes the property of the COUNTY. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 3 of "The COUNTY Agrees." Upon receipt of a termination notice, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. COUNTY shall not be liable for those costs and expenses resulting from ENGINEER's failure to mitigate such losses. Further, COUNTY shall not be responsible for salaries, overhead and fees accrued after the Agreement's termination. COUNTY shall not be liable for any other additional payments, penalties and/or early termination charges.
2. The ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability.
3. The ENGINEER agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
4. ENGINEER shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its past, present and future elected officials, department heads; employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by ENGINEER of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, omissions or misconduct of ENGINEER 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 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove ENGINEER's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

5. The ENGINEER will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to COUNTY at the address set forth herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if ENGINEER has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions) Insurance: Professional insurance with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

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

Additional Insured Status: COUNTY and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of ENGINEER including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to ENGINEER's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the ENGINEER's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to COUNTY, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by COUNTY, its past present or future officers, officials, employees, or volunteers shall be excess of the ENGINEER's insurance and shall not contribute with it.

Waiver of Subrogation: ENGINEER hereby grants to COUNTY and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said ENGINEER may acquire against COUNTY by virtue of the payment of any loss under such insurance. ENGINEER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the ENGINEER must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: ENGINEER shall furnish COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to COUNTY before

work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the ENGINEER's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: ENGINEER shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and ENGINEER shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

6. The ENGINEER certifies that it, 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). ENGINEER further certifies by signing the Agreement that ENGINEER, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has ENGINEER 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.
7. The ENGINEER certifies that it, 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.
8. The ENGINEER and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
9. 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.
10. 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 the COUNTY, to: Kendall County Highway Department, Attention: County Engineer, 6780 Route 47, Yorkville, Illinois, 60560, fax (630) 553-9583 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of ENGINEER, to the name and address provided on the signature page of this Agreement.
11. 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.
12. COUNTY and ENGINEER 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.
13. In the event the COUNTY is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of COUNTY's obligations under this Agreement during said fiscal period, the COUNTY agrees to provide prompt written notice of said occurrence to ENGINEER. In the event of a default due to non-appropriation of funds, the parties each have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No penalties and/or early termination charges shall be required upon such termination of the Agreement.
14. The ENGINEER represents that it is fully qualified to provide the services hereunder provided for in this Agreement. ENGINEER shall perform its services under this Agreement in a manner consistent with that level of care and skill

ordinarily exercised by members of its profession currently practicing in the same locality under similar conditions. ENGINEER shall act professionally and politely to the public and to COUNTY's employees and officers at all times.

15. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other party. The provisions of this Agreement are for the sole benefit of the COUNTY and the ENGINEER and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third party beneficiary rights).
16. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties.
17. The ENGINEER hereby waives any claim of lien against subject premises on behalf of ENGINEER, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, ENGINEER shall tender to COUNTY a final waiver of lien for all subcontractors and/or suppliers.
18. It is understood and agreed that ENGINEER is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with COUNTY. ENGINEER understands and agrees that ENGINEER is solely responsible for paying all wages, benefits and any other compensation due and owing to ENGINEER's officers, employees, and agents for the performance of services set forth in the Agreement. ENGINEER further understands and agrees that ENGINEER is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for ENGINEER's officers, employees and/or agents who perform services as set forth in the Agreement. ENGINEER also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents and agrees that COUNTY is not responsible for providing any insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents. ENGINEER hereby agrees to indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the COUNTY, its board members, officials, employees, and insurers for any alleged injuries that ENGINEER, its officers, employees and/or agents may sustain while performing services under the Agreement.
19. Both parties affirm that no Kendall County officer or elected official has a direct or indirect pecuniary interest in ENGINEER or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in ENGINEER or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
20. The ENGINEER's and/or COUNTY'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.
21. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
22. This Agreement, including all Agreement Provisions, represents the entire agreement between the parties and there



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

=====

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers on the dates provided below.

Executed by the COUNTY of Kendall, a unit of local government of the State of Illinois:

\_\_\_\_\_

ATTEST

\_\_\_\_\_ Matt Kellogg, Kendall County Board Chair \_\_\_\_\_ Date

\_\_\_\_\_

Debbie Gillette, Kendall County Clerk

\_\_\_\_\_

Date

(Seal)

\_\_\_\_\_

Engineering Consultant Name / Address

Executed by the ENGINEER:

ATTEST:

By \_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

Title \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

Title \_\_\_\_\_

=====

EXHIBIT A  
SCOPING WORKSHEET

EXHIBIT B  
HOURLY RATES

**EXHIBIT A****SCOPING & COST WORKSHEET****Ridge Road (County Highway 11)****Holt Road to Black Road****Section 22-00168-00-EG****Kendall County****Engineering Task:**

Phase II Engineering for the improvement of Ridge Road (CH 11) – from Holt Road to Black Road. The improvement includes reconstruction from a two-lane typical section to a four-lane typical section with paved outside shoulders and open ditches plus a raised median with curb and gutter.

	Work-Hour Estimate (hours)	Cost
<b>Hutchison Engineering, Inc. Labor</b>		
• Typical Sections / Pavement Design	114	
• Plan & Profile Sheets	300	
• Cross Sections	680	
• Maintenance of Traffic	1098	
• Intersection Designs & Details	454	
• Erosion Control Plans	128	
• Misc Detail Sheets	140	
• Drainage	446	
• Quantities & Estimates	802	
• Specifications/Proposal Books	28	
• Meetings / Field Checks	40	
• Permits / Utility Coordination	210	
• Data Collection	32	
• Structure Plans	350	
• ROW Plans	788	
• Traffic Signal Design	440	
• Project Management	275	
• QA / QC	260	
<b>Labor subtotal =</b>	<b>6585</b>	<b>\$1,220,550.00</b>
<b>Hutchison Engineering, Inc. Direct Costs</b>		
• CADD	\$ 59,924.00	
• GPS	\$ 4,000.00	
• Robotic Survey Equipment	\$ 2,000.00	
• Mileage	<u>\$ 1,340.00</u>	
<b>Direct Costs subtotal=</b>		<b>\$ 67,264.00</b>
<b>Interra (Geotechnical – RGR)</b>		<b>\$ 266,841.00</b>
<b>V3 (Lighting)</b>		<b>\$ 42,640.00</b>
<b>Huff and Huff (Environmental)</b>		<b>\$ 21,990.00</b>
<b>Total</b>		<b>\$ 1,619,285.00</b>
	<b>say \$ 1,620,000.00</b>	

**HUTCHISON ENGINEERING, INC.**  
Jacksonville, IL  
Shorewood, IL  
Peoria, IL  
Moline, IL  
Carbondale, IL  
Hannibal, MO

**SCHEDULE OF HOURLY CHARGES**  
Effective January 1, 2024

Engineering Technician 1.....	95.00 per hour
Engineering Technician 2.....	115.00 per hour
Engineering Technician 3.....	125.00 per hour
Engineering Technician 4.....	150.00 per hour
Engineering Technician 5.....	175.00 per hour
Engineering Technician 6.....	195.00 per hour
Engineer 1.....	115.00 per hour
Engineer 2.....	125.00 per hour
Engineer 3.....	165.00 per hour
Engineer 4.....	195.00 per hour
Engineer 5.....	220.00 per hour
Architect 3.....	155.00 per hour
Architect Associate.....	100.00 per hour
Project Manager.....	255.00 per hour
Principal of Firm.....	275.00 per hour
Computer Aided Design/Drafting.....	14.00 per hour
Nuclear Density Equipment.....	50.00 per day (\$25.00 Minimum)
Breaking Concrete Cylinders .....	50.00 Each
GPS Equipment.....	200.00 per day (\$100.00 Minimum)
Robotic Survey Equipment.....	100.00 per day (\$50.00 Minimum)

Expenses such as sub-surface investigations, laboratory testing, bituminous proportioning, printing, mileage and subsistence shall be billed at actual cost.

The above rates shall apply to any services for the calendar year in effect, after which the rates shall be adjusted to the then current calendar year schedule used by the firm.

**AGREEMENT FOR  
RIGHT OF WAY CONSULTING SERVICES**

**COUNTY OF KENDALL  
Ridge Road from Holt Road to Black Road Project**

AGREEMENT between Mathewson Right of Way Company (MROWCO) whose address is 2024 Hickory Road, Suite 205, Homewood, Illinois 60430 and the County of Kendall (COUNTY), whose address is 6780 Route 47, Yorkville, Illinois 60560.

MROWCO shall provide to COUNTY certain right of way consulting services for the acquisition of right of way for the **Ridge Road from Holt Road to Black Road Project**.

The PROJECT shall consist of the acquisition of approximately 40 parcels.

MROWCO shall perform the following services:

1. Appraisal
2. Appraisal Review
3. Negotiations
4. Closings/IDOT Certification

All of the above are described as specified in Exhibit A: Scope of Services attached hereto.

COUNTY shall compensate MROWCO for the services provided on behalf of the COUNTY under this AGREEMENT as provided in Exhibit B: Compensation attached hereto. The total amount of compensation authorized by this agreement is not to exceed \$360,000.00.

Exhibit C: Terms and Conditions is attached hereto and made a part hereof.

Submitted this 23rd day of January, 2024.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Mathewson Right of Way Company**

**Kendall County**

By:   
Mark D. Mathewson  
President

By: \_\_\_\_\_  
Matt Kellogg  
County Board Chairman

Attest: \_\_\_\_\_  
Debbie Gillette  
County Clerk

## **EXHIBIT A: SCOPE OF SERVICES**

MROWCO agrees to perform, at the direction of COUNTY, the following services:

1. Appraisal
2. Appraisal Review
3. Negotiations
4. Closings/IDOT Certification

All services called for in this AGREEMENT will be conducted by an individual or individuals whose qualifications have been approved by the Illinois Department of Transportation, when applicable.

All services within the scope of this AGREEMENT shall be performed, where applicable, in accordance with Negotiation & Acquisition, Section 4.00 of the Land Acquisition Policies and Procedures Manual, Exhibits and Visual Guide of the Illinois Department of Transportation, hereinafter referred to as the LAPPM.

Pursuant to the rules promulgated by the Federal Highway Administration (FHWA), it is understood and agreed to by the parties that MROWCO cannot begin any negotiations for the subject parcels until after the FHWA has approved the Project Development Report (Phase I Engineering) and MROWCO has received approval to proceed from the COUNTY.

### **APPRAISALS**

Determinations of fair market value performed by the Appraiser shall be in accordance with the LAPPM.

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

Valuations shall be prepared as outlined in the LAPPM. The format to be used shall be one of the following types as described in the LAPPM:

- Non-Complex Appraisal Report
- Complex Appraisal Report

The Appraiser is to determine which type of appraisal format should be used for each parcel and obtain the COUNTY's concurrence. MROWCO shall provide a copy of an appraisal of each parcel together with Improvement Disposition Values form to be submitted to the COUNTY for approval.

Property needed shall be acquired by fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by the COUNTY.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the ROW plat or due to new information provided by the COUNTY.



These updates or revisions will be assigned to the Appraiser in a separate work order as the need arises. An Appraiser's revision of the appraisal due to the Review Appraiser's comments or corrections does not constitute an update or revision that would necessitate a separate work order.

On parcels that require the acquisition of a residence, it may be necessary for the Appraiser to perform an additional analysis to determine an allocated value for the residence and home site as separate from the whole parcel to be acquired. This would be needed for relocation purposes and is not to be included in the appraisal report. The cost for the additional appraisal analysis will be established in the work order for that appraisal.

The Appraiser shall prepare a comparable sales brochure in accordance with the LAPPM for each project and as directed by the COUNTY.

The Appraiser shall prepare grids that compare comparable sales to the subject parcel, where appropriate.

The Appraiser shall include land and improvement allocations in the comparable sales data section of all appraisals.

The Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal report, shall be deemed complete when an acceptable appraisal report is submitted by MROWCO and approved by the COUNTY.

Appearances in court and/or pretrial conferences, which include depositions and preparation time for depositions and court, may be required for the appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the COUNTY or its trial counsel and shall be paid for as specified in Exhibit B.

Appraiser may be asked to perform a Cost Analysis for budgetary purposes. Cost Analysis shall be paid as part of Project Management.

Appraiser may be asked to provide a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MROWCO staff may assist in the preparation of appraisal work.

## **REVIEW APPRAISALS**

All appraisals must be reviewed and certified by a Review Appraiser. Appraisal reviews performed by the Review Appraiser must be in accordance with the LAPPM. It is the Review Appraiser's responsibility to ensure that all items affecting the value of the property have been considered in the appraisal. A study of the comparable sales brochure is considered as part of the appraisal review.

The Review Appraiser must complete an Appraisal Review Certification for all appraisal reviews.

It may be necessary for a completed appraisal review to be updated due to a change in the ROW plat or due to new information provided by the COUNTY. These updates or revisions will be assigned to MROWCO in a separate work order as the need arises. A Review Appraiser's second or other subsequent review of an appraisal, rewritten by the appraiser due to the Review Appraiser's comments or corrections, does not constitute an update or revision to the appraisal review that would necessitate a separate work order.

The Appraisal Review for the Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal review, shall be deemed complete when an acceptable Appraisal Review is submitted by MROWCO and approved by the COUNTY.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the review appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the COUNTY or its trial counsel and shall be paid for as specified in Exhibit B.

The Review Appraiser may be asked to perform a Cost Analysis for budgetary purposes and shall be paid as Project Management.

The Review Appraiser may be asked to review a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MROWCO staff may assist in the preparation of review appraisal work.

## **NEGOTIATIONS**

The Negotiator is responsible for all land acquisition negotiations conducted under this AGREEMENT. Negotiations shall be in accordance with the LAPPM. The negotiator shall:

- Be the COUNTY's representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a quality product.

Before the initiation of negotiations for each parcel, the COUNTY must approve the amount of just compensation. Pursuant to paragraph 4.1.12 of the Negotiations Chapter of the LAPPM, no offers in excess of the approved appraisal amount shall be made by MROWCO without prior written approval of the COUNTY Engineer. The Negotiator shall fully document on an ongoing basis all efforts made to acquire the parcel in the Negotiator's Report. Said report shall be available to the COUNTY as reasonably requested

The Negotiator may recommend administrative settlements as outlined in the LAPPM. Administrative settlements will be determined by the COUNTY on an individual parcel basis.

In the event MROWCO, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MROWCO shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of MROWCO's Negotiator's Report completed to date with the names and addresses of all interested parties. MROWCO's written report shall also include its recommendation for further procedure towards acquiring the parcel. The COUNTY may elect to prepare and forward a Final Offer letter (with copy to MROWCO) to the owner of the parcel and thereafter refer the matter to the State's Attorney's Office to proceed with preparation of a condemnation petition. In any case, the COUNTY Engineer reserves the right to require MROWCO to make additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel at no additional charge to COUNTY.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the COUNTY. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the COUNTY, and the complaint is filed.

If requested to do so, MROWCO shall provide title review and an attorney's approval letter provided by Mathewson & Mathewson, P.C. for no additional cost.

Each Updated Negotiation or Revised Negotiation shall be paid for at the per parcel fee as specified in Exhibit B. An updated negotiation or revised negotiation is defined as additional negotiation work requested by the COUNTY due to new parcel information supplied by the COUNTY to MROWCO after first contact with the property owner. New parcel information could include, but is not limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order.

Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, MROWCO shall coordinate the offering of relocation assistance any payments to each displaced owner-occupant simultaneously with initiation of negotiations and to each displaced tenant-occupant within seven (7) days following initiation of negotiations for the parcel.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the COUNTY or its trial counsel and shall be paid for as specified in Exhibit B.

## EXHIBIT B: COMPENSATION

The services to be provided by MROWCO under this agreement shall be assigned and compensated as provided in the table below.

<u>Service</u>	<u>Amount</u>	<u>Units</u>	<u>Extension</u>
Appraisal	\$3,000.00	40	\$120,000.00
Appraisal Review	\$1,500.00	40	\$60,000.00
Negotiations	\$4,000.00	40	\$160,000.00
Closings/IDOT Certification	\$500.00	40	\$20,000.00

Total: \$360,000.00

The sum total of all services shall not exceed \$360,000.00.

It is understood that appearances in court and pretrial conferences may be required in relation to the negotiation services called for herein and it is agreed that such appearance or appearances shall be made upon request of COUNTY or its trial counsel.

In event of such services being requested, they will be provided as follows:

- (a) Rate each half day or fraction thereof for time spent in pretrial conference \$1,000.00.
- (b) Rate each half day or fraction thereof for time spent in court \$1,000.00.

The fees for services shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MROWCO in the performance thereof.

Changes in the work to be performed under this proposal may be made at any time in writing by COUNTY. If such changes justify an increase or decrease in the per parcel rate set forth herein, an equitable adjustment shall be made and this contract shall be modified accordingly. Any such proposed modification that increases rates shall first be submitted to the COUNTY for approval and subsequent ratification if they are found acceptable to the COUNTY. Documentation that is considered inadequate will be augmented and errors will be corrected upon request without additional cost.

Invoices for services will be submitted to COUNTY and will show the route, construction section, county, job number, project number, and parcel number or numbers. Invoices for services in connection with pretrial conferences and court testimony will show the items listed above and in addition, will include a statement of the nature of services performed and amount of time thereon. A progress report showing status of all active assigned parcels shall be supplied upon request at no additional charge to COUNTY. Payment of such invoices shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*)

## **EXHIBIT C: TERMS AND CONDITIONS**

### **1. Parcels**

The COUNTY shall provide MROWCO with relevant plats of highways, legal descriptions and construction plans for each parcel to be acquired. Each parcel shall consist of one or more basic parcels of land required as right of way for highway purposes to be acquired in fee simple title, and such other easements (temporary or permanent) for uses incidental to construction of the highway but which are not considered as part of the highway right of way, all of which are under the same ownership involving a complete contiguous parcel.

### **2. Termination**

COUNTY may terminate this AGREEMENT at any time and for any cause by a notice in writing to MROWCO. In the event of such termination, payment will be made to MROWCO for any completed services. Services in the process of completion shall be compensated for on an equitable basis and all incomplete parcel data collected in connection with them shall be turned over and become the property of the COUNTY; provided, however, this AGREEMENT be terminated solely because the progress or quality of work is unsatisfactory as determined by COUNTY accepting this AGREEMENT, then no payment will be made or demanded by MROWCO for any services which have not been completed and delivered to the COUNTY prior to the date of said termination.

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

### **3. Project Materials**

- a. It is understood and agreed that the COUNTY shall be considered the sole owner of all plats, legal descriptions, ownership and occupancy records, forms of deeds and easements, title reports, and any and all other material furnished, prepared or obtained by MROWCO during the course of providing its services for the parcel and shall be maintained in a separate parcel file for the parcel assigned. MROWCO will provide a copy of the original file of the parcel during the course of the project to COUNTY. MROWCO will provide a timely update of all documents that pertain to the parcel during the course of the project. Upon completion of the project the original file will be delivered to COUNTY. Upon termination of this AGREEMENT for any cause or upon completion of the acquisition of the parcel or upon request of COUNTY when acquisition is determined to be by Eminent Domain proceedings, MROWCO's parcel file shall be delivered to the COUNTY. MROWCO's parcel files shall be available for inspection or review of its contents by COUNTY, Illinois Department of Transportation or Federal Highway Administration personnel at any time.
- b. Electronic copies shall be provided unless county requests to the contrary.

#### **4. Records**

MROWCO shall maintain, for a minimum of five years after the completion of the AGREEMENT, adequate books, records, and supporting documents to verify the amount, recipients, and uses of all disbursements of funds passing in conjunction with the AGREEMENT; the AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the COUNTY Auditor; and the MROWCO agrees to cooperate fully with any audit conducted by the Auditor and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the COUNTY for the recovery of any funds paid by the COUNTY under the AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

MROWCO acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the COUNTY to produce requested records that may be in the possession of MROWCO. MROWCO shall review its records immediately and produce to the COUNTY, within two (2) business days of contact from the COUNTY, the requested documents responsive to a request under the Act. If additional time is necessary to comply with the request, MROWCO may request the COUNTY to extend the time to do so, and the COUNTY will, if time and a basis for extension under the Act so permits, consider such extensions.

#### **5. Consultant Certifications and Representations**

- a. MROWCO certifies that MROWCO has read the certifications and assurances described in this AGREEMENT and in the Standard Provisions, and certifies that Mark D. Mathewson's signature on the AGREEMENT constitutes an endorsement and execution of each certification and assurance as though each were individually signed, and made on behalf of the contracting entity and its officers and each individual authorized to do work for the COUNTY under this AGREEMENT.
- b. MROWCO under penalties of perjury, certifies that 20-3870734 is its correct Federal Taxpayer Identification number. It is doing business as a Corporation.
- c. MROWCO certifies that it is not in default on an educational loan as provided in Public Act 85-827 (5 ILCS 385/.01 *et seq* The Educational Loan Default Act).
- d. MROWCO certifies that MROWCO, 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).
- e. MROWCO certifies that it and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq. MROWCO certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in

the performance of this contract, or if a corporation, partnership, or other entity with 25 or more employees, have completed and signed a "DRUG-FREE WORKPLACE CERTIFICATION."

- f. MROWCO, under penalty of perjury under the laws of the United States, certifies that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:
  - i. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - ii. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
  - iii. does not have a proposed debarment pending; and
  - iv. has not been indicted, convicted, or the subject of a civil judgment by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
- g. MROWCO under penalties of perjury, certifies that as in accordance with The Illinois Procurement Code (30 ILCS 500/50-13), no person who is entitled to receive individually more than 7 1/2 percent of the total distributable income of the organization or together with their spouse or minor child more than 15 percent of the total distributable income of the organization is (i) an elected State official, a member of the General Assembly, an appointed office, a State or County employee; (ii) an officer or employee of the Illinois Toll Highway Authority or the Illinois Building Authority; or (iii) a spouse or minor child of any such enumerated person.
- h. In accordance with 30 ILCS 500/50-5, MROWCO certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has MROWCO made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of this company been so convicted nor made such an admission.
- i. MROWCO certifies that it, 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.
- j. It is understood and agreed that MROWCO is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. MROWCO understands and agrees that MROWCO is solely responsible for paying all wages, benefits and any other compensation due and owing to Consultant's officers, employees, and agents for the performance of services set forth in the Agreement. MROWCO further understands and agrees that MROWCO is solely responsible for



making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for MROWCO's officers, employees and/or agents who perform services as set forth in the Agreement. MROWCO also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of MROWCO, MROWCO's officers, employees and agents and agrees that the COUNTY is not responsible for providing any insurance coverage for the benefit of MROWCO, MROWCO's officers, employees and agents.

- k. MROWCO warrants and represents that it is fully qualified to provide the services hereunder provided for in this Agreement. MROWCO shall perform its services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing in the same locality under similar conditions. MROWCO shall act professionally and politely to the public and to Kendall County employees and officers at all times.

## **6. Disclosures**

- a. MROWCO hereby certifies that if any conflict of interest arises, in any of the parcels subsequently assigned to it, it will immediately, within 5 business days of receipt, inform the COUNTY accepting this AGREEMENT and return all material furnished to him for reassignment to others. If such conflict is discovered, MROWCO agrees that it shall not invoice for any services in regard to the parcel(s) subject to such conflict.
- b. It is understood and agreed that Appendices A and B shall be a part of this AGREEMENT and MROWCO agrees to be bound by the terms and provisions contained herein.
- c. MROWCO warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this AGREEMENT without liability.

## **7. Indemnity**

MROWCO shall indemnify, hold harmless and defend with counsel of COUNTY's own choosing, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from or arise out of the acts or omissions of MROWCO itself, its agents and its employees under this Agreement. Nothing contained herein shall be construed as prohibiting The COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney

representing the COUNTY under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. The COUNTY's participation in its defense shall not remove MROWCO's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. MROWCO's obligation to indemnify and hold COUNTY harmless shall be limited to the protection provided by the various insurance policies required herein. MROWCO will save harmless COUNTY from all claims and liability due to activities of itself, its agents, and its employees and will comply with all Federal, State, and local laws and ordinances.

## 8. Insurance

Prior to commencement of any Services, MROWCO shall provide and maintain the minimum insurance coverages with limits not less than those set forth herein (the "Insurance Requirements"). The cost of the required insurance shall be included in MROWCO's pricing and no adjustment shall be made to the Agreement price on account of such costs. If found to be non-compliant, COUNTY reserves the right but shall not be required to purchase the required insurance coverage(s) and the cost will be borne by MROWCO through direct payment/reimbursement to COUNTY or COUNTY may withhold payment to MROWCO for amounts owed.

### General Requirements

- a) Approved Insurers. All insurance shall be procured from insurers acceptable to COUNTY and MROWCO, authorized to do business in the State in which the Projects are located and having an A.M. Best Rating of at least "A-, Class VIII."
- b) Occurrence Basis Insurance. All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis.
- c) Notice of Cancellation & Non-Renewal. MROWCO's insurance carrier(s) shall agree to provide at least thirty (30) days prior written notice to COUNTY in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal of coverage(s), it is MROWCO's responsibility to replace coverage to comply with these requirements so there is no lapse of coverage for any time period. In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of MROWCO to report to COUNTY any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date thereof.
- d) Certificates of Insurance. MROWCO shall provide COUNTY with acceptable "Certificates of Insurance" evidencing the coverages required herein, at least ten (10) days prior to the start of the Services and thereafter upon renewal or replacement. The required insurance shall not contain any exclusions or endorsements which are not acceptable to COUNTY. Certificates of Insurance must include the additional insureds and waivers of subrogation required herein and also state that the insurance is primary and noncontributing with respect to any other insurance available to the additional insureds. Certified copies of insurance policies procured by MROWCO shall be furnished to COUNTY upon

the request of COUNTY. Timely renewal Certificates of Insurance, in duplicate, shall be provided to COUNTY as the coverage renews. Failure of COUNTY to demand evidence of full compliance with these requirements or failure of COUNTY to identify a deficiency from evidence provided shall not be construed as a waiver of MROWCO's obligation to maintain such insurance. Acceptance by COUNTY of a certificate or policy of insurance does not excuse MROWCO from maintaining policies consistent with this Article or from any liability arising from its failure to do so. With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to COUNTY with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- e) Additional Insureds. COUNTY and each of its respective members, employees, agents and representatives shall be added as ADDITIONAL INSUREDS on all liability policies (except Workers' Compensation and Professional Liability Policy), for ongoing operations and completed operations on a primary, noncontributory basis. COUNTY reserves the right to require MROWCO to name other parties as additional insureds as required by COUNTY at no additional cost to COUNTY.
- f) Insured versus Insured. There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage."
- g) Waiver of Rights of Subrogation. MROWCO waives all rights of recovery, and shall provide Certificates of Insurance evidencing such waiver of all rights of recovery, against all the additional insureds for loss or damage covered by any of the insurance maintained by MROWCO.
- h) Primary and non-Contributory. MROWCO's insurance is primary and non-contributing, including any deductibles or self-insured retentions, with respect to any other insurance available to the additional insureds.
- i) Not a Limitation of Liability. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of MROWCO. The carrying of insurance described shall in no way be interpreted as relieving MROWCO of any responsibility or liability under this Agreement.
- j) Additional Insurance. Any type of insurance or any increase in limits of liability not described above which MROWCO requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) Deductible/SIR. Deductibles and self-insured retentions must be reasonably acceptable to COUNTY. Policies may not require that the deductible or SIR only be satisfied by the "named insured."

**Required Coverages.**

MROWCO shall maintain in effect at all times insurance coverages with limits not less than these Insurance Requirements.

- a) Workers' Compensation and Employer's Liability: in the State or jurisdiction in which the work is to be performed and elsewhere as may be required and shall include:
  - (1) Workers' Compensation Coverage: Statutory Requirements
  - (2) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$1,000,000 Each Accident
Bodily Injury by Disease:	\$1,000,000 Each Employee
Bodily Injury by Disease:	\$1,000,000 Policy Limit
  - (3) USL&H, Maritime Liability, FELA, and DBA Coverage, if applicable.
  - (4) Includes sole proprietorships and officers of corporation who will be performing the work.
- b) Commercial General Liability: on ISO forms CG 00 01 12 07 and CG 20 37 07 04 or equivalent forms approved by COUNTY, including Premises – Operations, Independent Subconsultants, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, XCU (Explosion, Collapse and Underground Property), and Personal Injury and Advertising Injury.
  - (1) Occurrence Form with the following limits:

a) General Aggregate:	\$3,000,000
b) Products/Completed Operations Aggregate:	\$3,000,000
c) Each Occurrence:	\$1,000,000
d) Personal and Advertising Injury:	\$1,000,000
  - (2) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after completion of the Services (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
  - (3) The General Aggregate Limit must apply on a Per Project basis.
  - (4) No amendment to the definition of an "Insured Contract."
- c) Automobile Liability:
  - (1) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), if MROWCO does not have any Owned Vehicles MROWCO is still required to maintain coverage for Hired and Non-Owned Vehicles as either a standalone policy or endorsed onto the Commercial General Liability policy above
  - (2) Per Accident Combined Single Limit: \$1,000,000
  - (3) For MROWCO(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.
- d) Excess/Umbrella Liability Insurance

The required insurance coverages set forth above may be provided through a combination of primary and excess policies in order to meet the minimum limits. Excess policies must apply on (and Certificates of Insurance must provide evidence of) a "Following Form Basis" of the Commercial General Liability, Automobile Liability and Employers Liability Coverage, as applicable. The minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate.
- e) Professional Liability Insurance
  - (1) Per Claim Limit: \$2,000,000
  - Aggregate Limit: \$2,000,000

- (2) The Definition of "Covered Services" shall include the Services required herein.
- (3) The retroactive date must be on or prior to the start of Services; and
- (4) MROWCO must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three (3) years, subsequent to the completion of the Services.

**Additional Coverages.**

COUNTY's limits of coverage for all types of insurance required under this Agreement shall be the greater of (i) the minimum limits set forth in this Article 8, or (ii) the limits provided to MROWCO as "Named Insured" under all primary, excess, and umbrella policies of that type of coverage.

**9. Breach**

Nothing herein shall be construed as prohibiting the parties to the AGREEMENT from pursuing any other remedies available to the parties for such breach or threatened breach, including recovery of damages from the parties. This provision shall survive any termination of this AGREEMENT.

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

**10. Governing Law**

This Agreement shall be governed by the laws 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.

**11. Transferability**

MROWCO agrees that this AGREEMENT or any part thereof will not be sublet, assigned, or transferred without the written consent of the COUNTY accepting this AGREEMENT.

**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 the COUNTY, to: Kendall County, Highway Department, Attention: County Engineer, 6780 Route 47, Yorkville, Illinois, 60560, fax (630) 553-9583 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And, in the case of MROWCO, to: Mark D. Mathewson, Mathewson Right of Way Company, 2024 Hickory Road, Suite 205, Homewood, Illinois 60430.

### **13. Execution of AGREEMENT**

Each party represents and warrants that the person signing this Agreement on behalf of each party is duly authorized to do so and it is a binding and valid obligation of such party.

This agreement constitutes the entire agreement between the parties with respect to its subject matter, and there are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. Any change, modification, amendment, addendum or alteration of this Agreement shall be in writing and signed by the parties to this Agreement. No course of dealing between the parties shall be construed to alter the terms hereof, except as stated in this Agreement.

This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that facsimile or original copies are admissible as evidence.

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

# STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug-free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance program; and

- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

**Mathewson Right of Way Company**

Printed Name of Organization

Requisition/Contract/Grant ID Number

Signature of Authorized Representative

January 23, 2024

Date

**Mark D. Mathewson, President**

Printed Name and Title



## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**  
In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State or the Federal Highway Administration is appropriate and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - withholding of payments to the contractor under the contract until the contractor complies, and/or
  - cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of Paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE** required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

**EQUAL EMPLOYMENT OPPORTUNITY.** In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed and remedies invoked as provided by Statute or regulation.

During the performance of this contract (Agreement), the contractor (Consultant) agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of Paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.1 O(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.1 O(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

By signing this Proposal, the **CONSULTANT** agrees to the provisions as written. Upon acceptance by the **LPA**, this Contract shall be governed by Illinois law.

For the **CONSULTANT**:

Mathewson Right of Way Company  
2024 Hickory Road, Suite 205  
Homewood, IL 60430

By: \_\_\_\_\_

Mark D. Mathewson  
President

January 23, 2024

FEIN: 20-3870734

Telephone: (312) 676-2900

For the **LPA**:

Kendall County

By: \_\_\_\_\_

Date: \_\_\_\_\_