



COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Kendall County Historic Courthouse,
110 W. Madison Street, Yorkville, IL 60560
Thursday, March 13, 2025, at 4:00 p.m.

1. Call to Order and Pledge of Allegiance
2. Roll Call: Matt Kellogg (Chairman), Scott Gengler (Vice-Chair), Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley, Seth Wormley
3. Approval of Agenda
4. Approval to Forward Claims to County Board Meeting
5. Committee Reports and Updates
6. New Committee Business
 - A. Main Street Campus Proposal (p. 2)
 - B. County Office Building Renovation Update (p. 16)
 - C. [Motion to Forward to County Board](#): Approval to amend the adopted FY2025 Budget to amend authorized headcount for State's Attorney Victim Witness Advocate to three, and to amend the budgets for Child Advocacy Center Fund, Healthcare Fund, Social Security Fund, and IMRF pension fund to cover associated costs in an amount not to exceed \$25,069 (p. 17)
 - D. [Motion to Forward to County Board](#): Approval of Revised EMA Deputy Director Job Description (p. 19)
 - E. [Motion to Forward to County Board](#): Approval of Voluntary Action Center of Northern Illinois Lease Agreement (p. 25)
 - F. Discussion of Fiscal Year 2026 Budget Calendar (p. 38)
7. Old Committee Business
8. Department Head and Elected Official Reports
9. Questions from the Media
10. Chairman's Report

Appointments

Keith Landovitz – Regional Plan Commission - 3-year term - Expires January 2028
Michelle Earley – 708 Mental Health Board - Remainder of term - Expires March 2027
Matt Prochaska – ICRMT Board Trustee - 2-year term - Expires March 2027
Kristine Heiman – Ethic Commission - 2-year term - March 2027

11. Public Comment
12. Action Items for County Board
13. Executive Session
14. Adjournment

If special accommodation 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 Agenda Briefing

Meeting Type: Committee of the Whole
Meeting Date: 3/13/2024
Subject: Main Street Campus Site Upgrades
Prepared by: Dan G. Polvere
Department: Facilities Management

Action Requested:

Review and Move to County Board for Approval

Board/Committee Review:

N/A

Fiscal impact:

\$981,329 from the Building Capital Fund (1401)

Background and Discussion:

As part of the County Office Building renovation project, the County had intended to do overall campus improvements as well. Cordogan Clark and Associates has developed a plan that will complete the downtown campus, and wrap in several planned capital repair projects in the Historic Courthouse. The improvements include:

- Total campus parking count increased from 106 to 126.
- Existing memorial monuments moved to centralized area next to Historic Courthouse.
- Space for new County Board-identified monuments.
- A new campus identification monument sign is proposed adjacent to Route 47.
- A pedestrian area along the memorial monument path lined with pavers, light bollards, greenscape, picnic tables and benches.
- Improved landscaping and planter beds adjacent to the Historic Courthouse.
- A new trash enclosure is designed to be included at the end of Ridge street, adjacent to the County Clerk building.
- New asphalt and striping at the existing Northwest side Historic Courthouse parking lot.

The Building Capital Fund has adequate reserves to pay for the project.

Staff Recommendation:

Review and Move to County Board for Approval

Attachments:

- Main Street Campus Work Descriptions
- Main Street Preliminary Budget
- KC Design Packet
- Building Capital Fund Budget Overview

KENDALL COUNTY MAIN ST CAMPUS IMPROVEMENTS:

Campus Parking Counts:

Existing:

West Lot:	30 spaces (2 ADA)
South Lot:	29 spaces (2 ADA)
Northwest Lot:	10 spaces
Northeast Lot:	7 spaces (2 ADA)
Main Street:	20 spaces
Jefferson Street:	10 spaces
Total existing parking spaces	106 (6 ADA)

Removed from Jefferson Street	-10 spaces
Removed from NE Lot:	-7 spaces (2 ADA)
Added at NE Lot:	+37 spaces (2 ADA)
New total parking spaces:	126 spaces (6 ADA)

Existing Monument Changes:

Monuments being moved:

- Existing monumental boulder for Service Men & Women in World Wars
- Existing monumental stone for Board Members
- Existing time capsule
- New County Board identified memorials

New Monument Sign:

A new monument sign is proposed adjacent to Route 47. It is planned to be masonry veneer with masonry backup construction. Its design is informed by the rest of the campus buildings to ensure a cohesive appearance across the campus. It has a footprint of approximately 15'-8" wide by 2'-6" deep by 14' tall. The base of the monument sign is a minimum of 18" above the adjacent grade. The veneer of the base matches the orange brick seen on this campus. Above the base extends two 8' tall columns of vertically coursed brick matching the new County Office Building addition. Between the two columns sits a 7'-4" high recessed wall using large format cast stone matching the County Clerk Building. The masonry base, columns, and wall would all be capped with cast stone matching the County Clerk Building. On both sides of this monument sign the County Logo and prefinished letter signage on standoffs would appear identifying the campus. There would also be site lighting to illuminate the sign from both the north and south sides. County staff would plan to seek an easement approval through IDOT to allow for construction of this monument sign.

Pedestrian Area:

A pedestrian focused concourse is designed to run parallel to the East side of the historic courthouse. Its path is defined by brick pavers and lined with greenscape containing trees for shade and wayfinding bollards to provide ample light in the evening. A standard 5' wide sidewalk has been added as necessary for circulation around the site. Seating areas have been located at either end of the paver path with picnic tables and benches. Memorial sites have been placed in a staggered formation along the length of the concourse.

Planter Bed:

The existing planter bed adjacent to the historic courthouse is to be repaired to like new conditions. The planter bed shall be filled with mulch and have new bushes to match the rest seen on the site. The planter bed is designed to have a face brick veneer to match the adjacent historic courthouse.

Landscaping:

The new landscaping around the pedestrian area will be reseeded with grass while mulch beds are included adjacent to the parking lot. Hearty native landscaping would be provided to provide a buffer between the vehicular spaces and the pedestrian area as well. Additional native plants would also be provided along the pedestrian walk and picnic areas to soften the landscape and provide a haven for local wildlife. New trees would be located in the renovated area to replace the removed trees that are in distress.

Wayfinding Bollard Lights:

Wayfinding bollards with integral lights are to be placed strategically around the site. As currently designed, they are 6" diameter metal bollards approximately 3' tall. Near the top of the bollard will be a light fixture contained in a glass enclosure and topped with the same metal used on the rest of the bollard.

Trash Enclosure:

A new trash enclosure is designed to be included at the end of West Ridge street, adjacent to the County Clerk building. It has an approximately 20' wide by 13'-0" deep footprint and is about 6' tall. It is a masonry enclosure with brick veneer and would utilize similar brick and cast stone as was used on the County Clerk building. The front of the enclosure is intended to be a prefabricated decorative steel gate system which is completely opaque.



TOTAL BUILDING SQUARE FOOTAGE 22,995 SF

Div.	Item	Total	Cost Per/SF
2	Existing Conditions (Building/Site Demolitions)	\$45,493	\$1.98
3	Concrete (Footings, Foundations, Interior Slabs)	\$16,350	\$0.71
4	Masonry (CMU/Face Brick)	\$39,700	\$1.73
5	Metals (Structural Steel, Joists, Deck)	\$0	\$0.00
6	Wood & Plastic (Casework, Blocking, Millwork)	\$0	\$0.00
7	Thermal & Moisture Protection (Insulation, Vapor Barriers, Roofing)	\$0	\$0.00
8	Openings (Doors, Hardware, Windows, Store Front, Curtain Wall)	\$0	\$0.00
9	Finishes (Interior Walls, Flooring, Paint, Finishes)	\$0	\$0.00
10	Specialties (Signage, Accessories)	\$50,000	\$2.17
12	Furnishings (Cabinetry, Countertops, Display Cases)	\$0	\$0.00
14	Conveying Systems (Elevator)	\$0	\$0.00
21	Fire Protection	\$0	\$0.00
22	Plumbing	\$0	\$0.00
23	HVAC	\$0	\$0.00
26	Electrical (Power, Lighting Infrastructure, Data and Alarms)	\$29,000	\$1.26
31	Earthwork (Excavation, Site Prep, Grading, Aggregates)	\$92,150	\$4.01
32	Exterior Improv. (Flatwork, Paving, Landscaping)	\$388,710	\$16.90
Sub-Total Construction Cost:		\$661,403	\$29
Design Contingency and Construction Contingency		\$66,140	10.0%
Sub-Total Construction Cost w/ Contingency:		\$727,543	\$32
Escalation		\$29,102	4.0%
Construction Cost w/ Contingency and Escalation:		\$756,645	\$33
General Requirements		\$60,532	8.0%
CM Fee		\$32,157	4.25%
BONDS AND INSURANCE		\$14,376	1.9%
Construction Cost:		\$863,710	\$38
SOFT COSTS/OTHER FEES:			
Design Fees (including monument displays, pavillion design, plaques):		\$62,619	7.25%
Civil Fees (including survey):		\$15,000	
FF&E & Other Reimbursables		\$40,000	
TOTAL PROJECT COST:		\$981,329	\$43

ALTERNATES:

	Capital Project at Historic Courthouse: Replace Lower Level Residential-style Windows	\$110,000	
	Capital Project at Historic Courthouse: HVAC Replacement	\$65,000	
	Capital Project at Historic Courthouse: Shingled Roofing Replacement	\$140,000	



SITE SCHEMATIC DESIGN PACKAGE

SD0.00



KENDALL COUNTY MAIN STREET CAMPUS SITE UPGRADES

504 S MAIN ST
YORKVILLE, IL 60560

03.06.2025



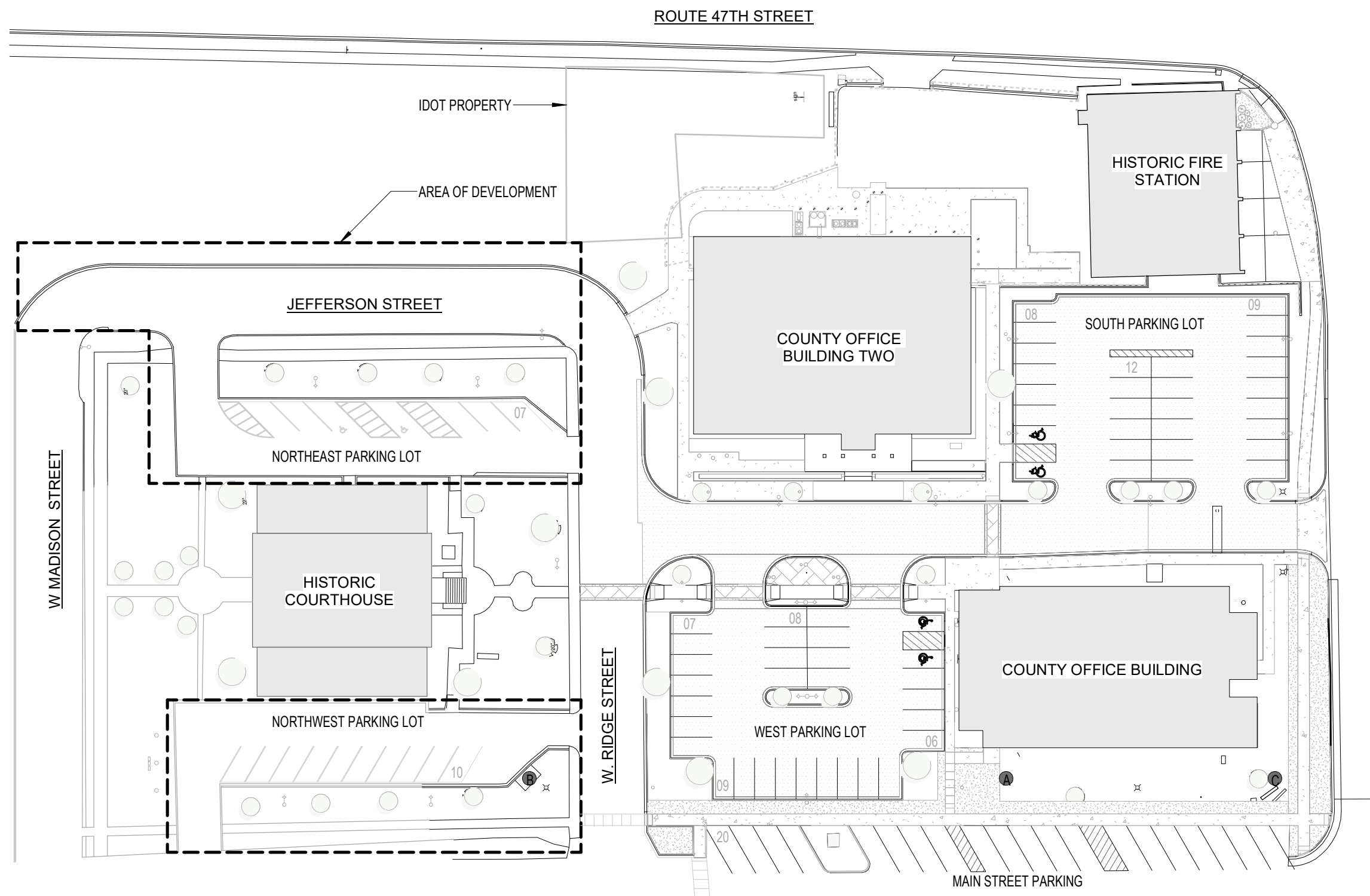


DECORATIVE SITE FEATURES

- A EXISTING MEMORIAL STONE FOR BOARD MEMBERS
- B EXISTING MEMORIAL BOULDER FOR SERVICE MEMBERS
- C EXISTING TIME CAPSULE

PARKING COUNTS

WEST LOT	30 (2 ADA)
SOUTH LOT	29 (2 ADA)
NORTHWEST LOT	10
NORTHEAST LOT	7 (2 ADA)
MAIN STREET	20
JEFFERSON STREET	10
CAMPUS TOTAL	106 (6 ADA SPACES)



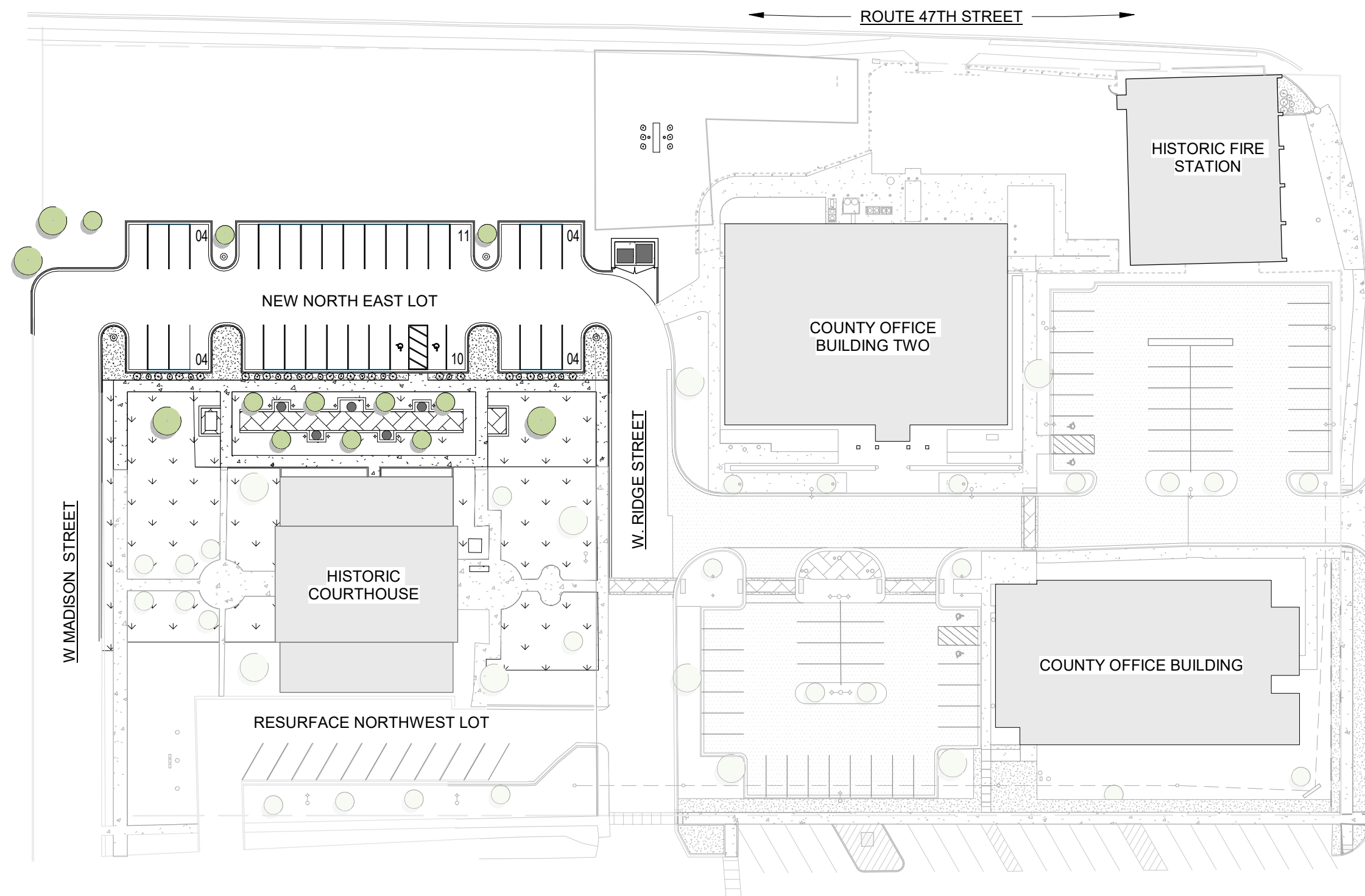


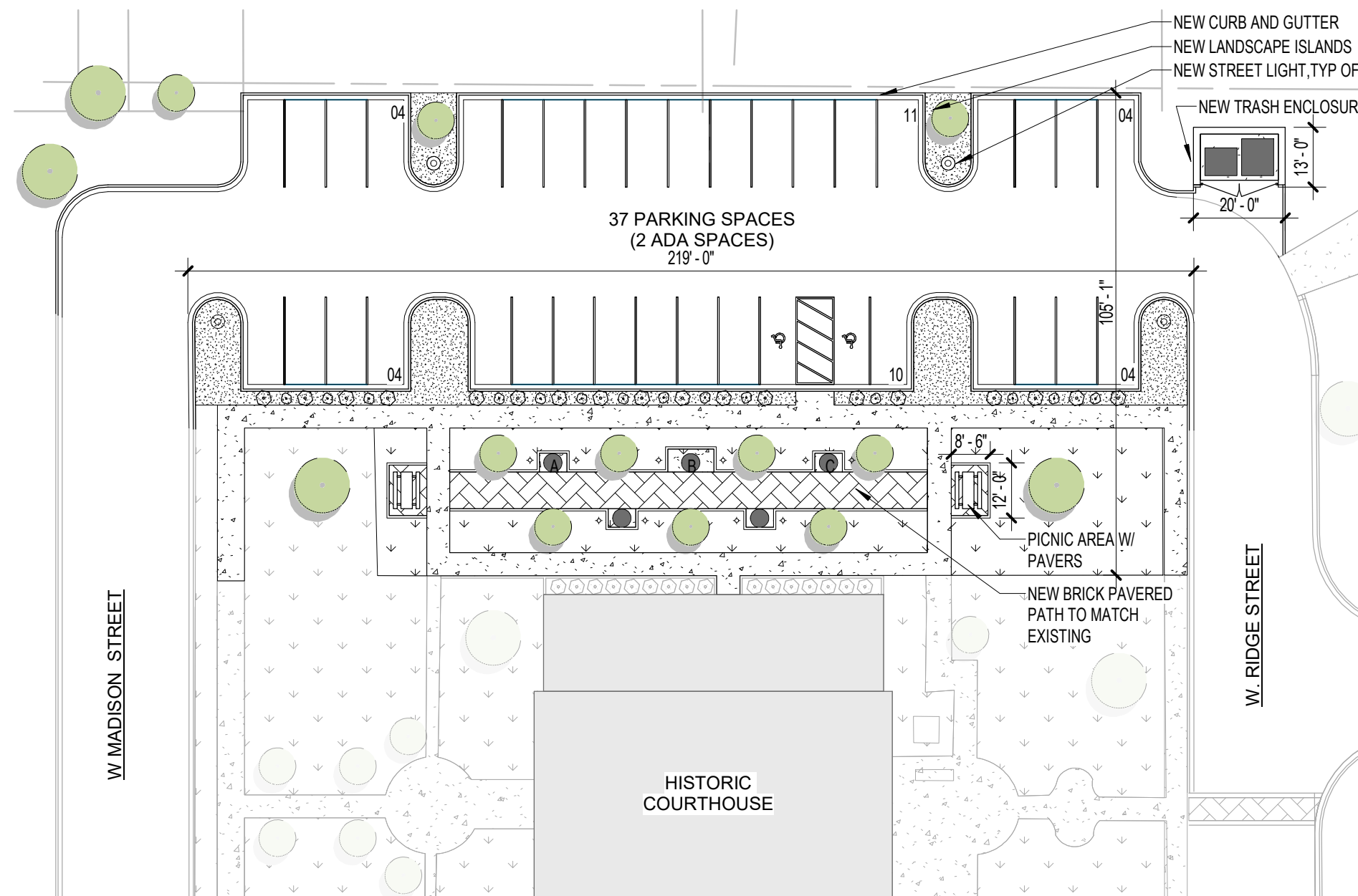
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PARKING COUNTS

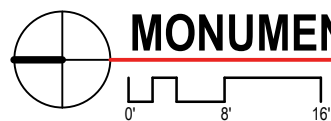
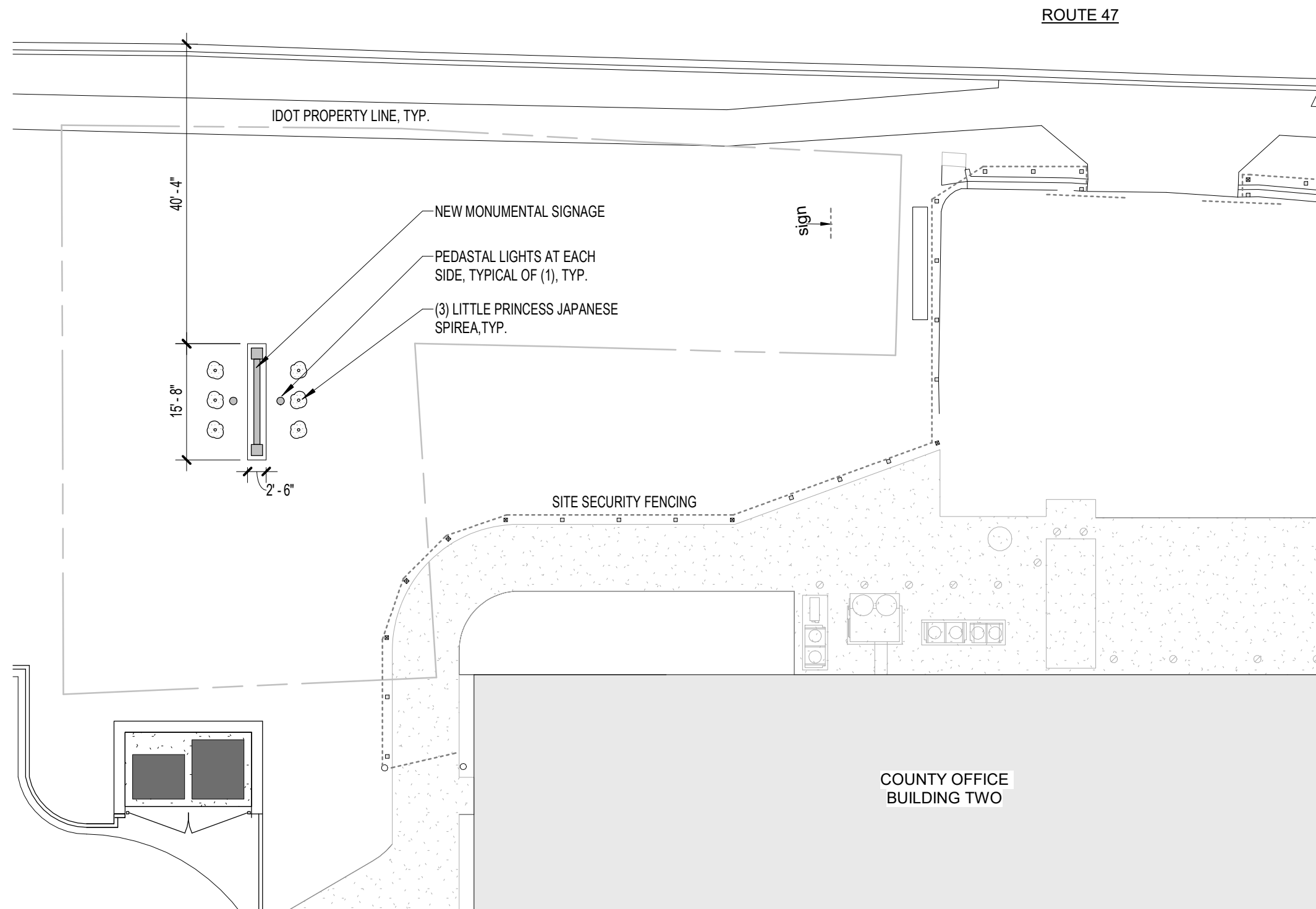
WEST LOT	30 (2 ADA)
SOUTH LOT	29 (2 ADA)
NORTHWEST LOT	10
NORTHEAST LOT	37 (2 ADA)
MAIN STREET	20
CAMPUS TOTAL	126 (6 ADA SPACES)





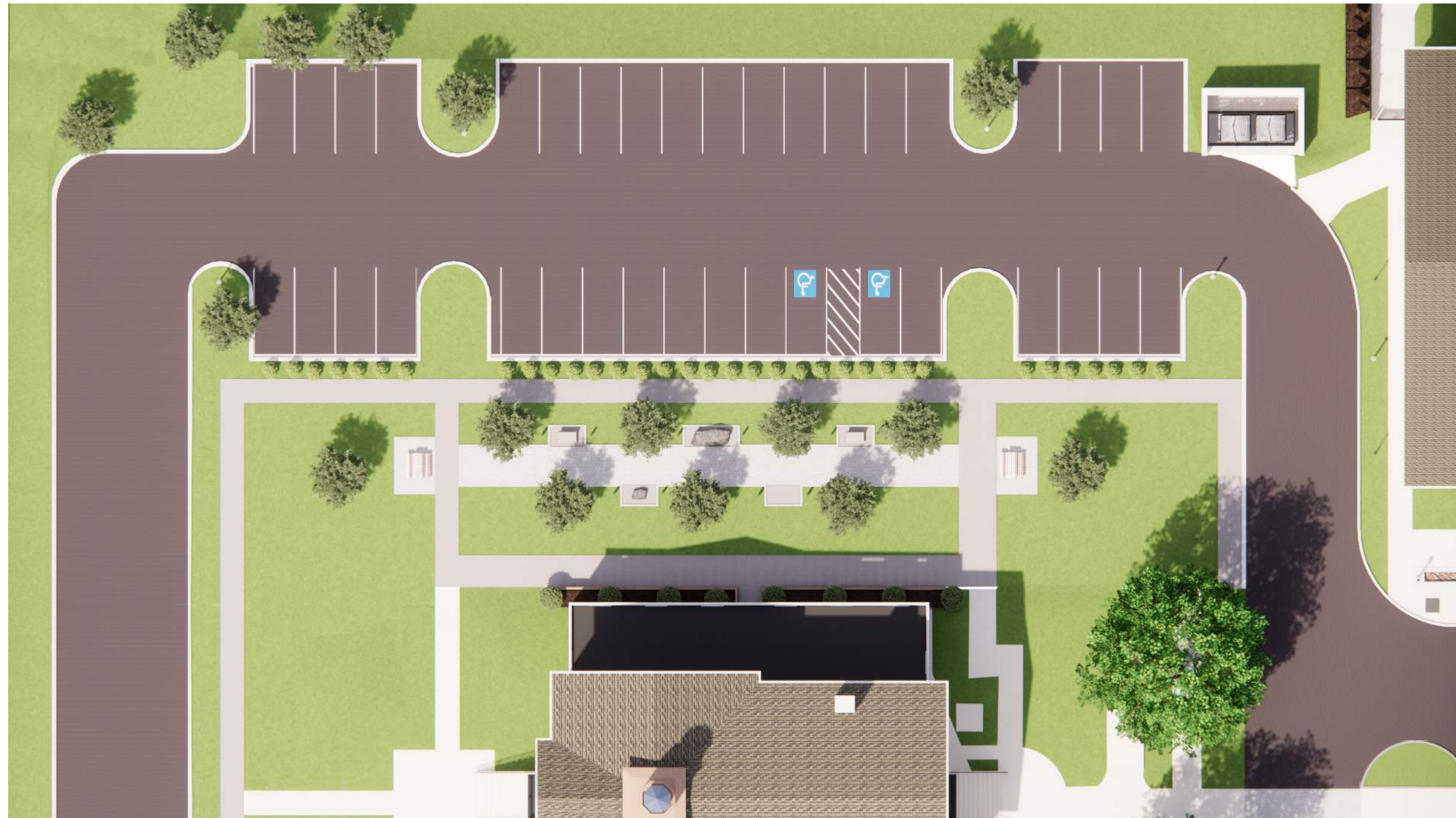
	SITE DEVELOPMENT
24,386 SF	PAVERS
1,010 SF	ASPHALT
14,006 SF	SIDEWALK
2,303 SF	LANDSCAPING
4,670 SF	MULCH
1,840 SF	CURB & GUTTER
731 LF	STREET LIGHTS
4	BOLLARDS
10	

	NEW SIDEWALK
	NEW GRASS TURF
	NEW MULCH
	NEW PAVERS



MONUMENT SIGNAGE PROPOSAL

03.06.2025
SD1.04



BIRDS EYE VIEW OF MEMORIAL PLAZA

03.06.2025
SD10.01



VIEW OF CONCOURSE

03.06.2025
SD10.02



NORTH SIDE OF MONUMENT SIGN

03.06.2025
SD10.03

Building Fund #1401

Capital project fund for countywide facility construction and renovation. Funded by General Fund #1100 6-Month Fund Balance surplus.

YTD February 2025				
	<i>Budget</i>	<i>Budget Adjustment</i>	<i>Amended Budget</i>	<i>Actual REV/EXP</i>
1 Beginning Balance	\$ 10,832,039		\$ 10,832,039	\$ 10,832,039
Revenue				
2 Transfer from General Fund	35,000		35,000	
3 Total Revenue	35,000		35,000	0
Capital Expenditures				
4 ICT - Cisco Wireless Upgrade and Maintenance	75,000		75,000	
5 ICT - Barracuda Subscription Upgrade	25,000		25,000	20,672
6 ICT - 3 Year Door Maintenance Contract	12,200		12,200	12,120
7 ICT - Migration to Acropolis Hypervisor	35,000		35,000	4,328
8 ICT - COB Switch Replacement	120,000		120,000	
9 FM - HCH Windows	110,000		110,000	
10 FM - HCH Roof (shingle roof)	140,000		140,000	
11 Co. Board - New Building 504 W. Main	6,995,210	1,925,770	8,920,980	108,312
12 Co. Board - Campus Work - Main Street Campus	500,000	500,000	1,000,000	1,985
13 FM - COB Courthouse Move			-	18,914
14 FM - FY24 Project Metal Door Frames			-	-
15 Total Expenditure	8,012,410		10,438,180	166,331
16 Ending Balance	\$ 2,854,629		\$ 428,859	\$ 10,665,708



Kendall County Agenda Briefing

Meeting Type: Committee of the Whole
Meeting Date: 3/13/2025
Subject: Phase II County Office Building Renovations Update
Prepared by: Dan G. Polvere
Department: Facilities Management

Action Requested:

Discussion Only

Board/Committee Review:

December 17, 2024 County Board Meeting: Approval of Phase 2 County Office Building Renovations with a total project cost of \$9,920,889

Fiscal impact:

N/A

Background and Discussion:

Progress Since February 3, 2025 Official Project Start

- Interior demolition was completed on all three floors.
- Window removal was complete (except for boardroom units).
- Asbestos abatement substantially complete.
- A temporary staircase was installed prior to exterior demolition.

Upcoming Milestones:

Week of 3/15

- Beginning of South side exterior demolition
- Electrical Rough in starting

Week of 3/22

- Beginning of North side exterior demolition
- Plumbing Rough in starting

Week of 3/29

- Footing and foundation excavation
- Mechanical Rough in starting

Staff Recommendation:

NA



Kendall County Agenda Briefing

Meeting Type: Committee of the Whole
Meeting Date: 3/13/2025
Subject: Budget Amendment for Children's Advocacy Center Victim Advocate
Prepared by: Christina Burns, County Administrator
Department: Administration

Action Requested:

Approval to forward County Board an amendment the adopted FY2025 Budget to amend authorized headcount for State's Attorney Victim Witness Advocate to three, and to amend the budgets for Child Advocacy Center Fund, Healthcare Fund, Social Security Fund, and IMRF pension fund to cover associated costs in an amount not to exceed \$25,069.

Board/Committee Review:

NA

Fiscal impact:

\$25,069 total expenditures across the Health Insurance, Social Security, and IMRF funds.

Background and Discussion:

The State's Attorney's Office has received a grant to hire an additional victim advocate. The State's Attorney's Office is requesting to add the additional position, and additional funding to cover benefits associated with the position. The total cost is as follows:

- Victim Advocate salary: \$50,000 (offset by \$50,000 grant)
- Health Insurance Fund: \$18,024 increase (estimated)
- Social Security Fund: \$3,825 increase
- IMRF Pension Fund: \$3,220 increase

The Health Insurance, Social Security and IMRF Pension funds have adequate fund balances to absorb the additional expenditure.

Staff Recommendation:

NA

Attachments:

- March 5, 2025 letter from the State's Attorney's Office

Eric C. Weis
State's Attorney



Office of the
State's Attorney
Kendall County, Illinois

Kendall County Courthouse
807 W John St.
Yorkville, IL 60560

Main (630) 553-4157
Fax (630) 553-4204

March 5, 2025

Dear County Board,

I am reaching out to share exciting news regarding our recent accreditation of the Kendall County Child Advocacy Center (CAC), which has opened up significant opportunities and financial support. Through our accrediting body, the National Children's Alliance, we have been awarded a 2025 core grant to fund a full-time victim advocate position. The grant provides \$50,000, designated solely for the salary of this new position.

Currently, Emma Wallis is our sole employee at the CAC, with her salary funded by a separate grant while the County covers her benefits. Emma is currently fulfilling three distinct roles within the CAC, and we have learned that balancing these responsibilities while delivering optimal services to victims is not feasible. This is why I applied for the victim advocate grant—to allow Emma to focus on MDT/Intake coordinator and to bring in a dedicated advocate who can support victims throughout the entire process, from case initiation to trial and beyond.

I am writing to request that the County continue its support of the CAC by covering the benefits portion for the new victim advocate, as it currently does for Emma.

I would love the opportunity to discuss the CAC's impact on victims of sexual and physical abuse in more detail and to discuss the specifics of the CAC's request and to explore the possibility of the County's involvement in supporting this new role, prior to initiating the hiring process.

Thank you for your time and consideration.

A handwritten signature in cursive script, appearing to read "B. Karales".

Brenda Karales
First Assistant State's Attorney
Kendall County, IL
630-553-4157



Kendall County Agenda Briefing

Meeting Type: Committee of the Whole
Meeting Date: 3/13/2025
Subject: Revised EMA Deputy Director Job Description
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To forward the revised EMA Deputy Director job description to the County Board for approval.

Board/Committee Review:

N/A

Fiscal impact:

None

Background and Discussion:

The Kendall County Emergency Management Agency (EMA) is requesting to revise its Deputy Director job description. The proposed revisions change the position from FLSA exempt to FLSA non-exempt status and extend the deadline for the employee to obtain the Illinois Emergency Management Agency Professional Development Series Certification and the Illinois Emergency Management Agency Illinois Professional Emergency Manager certification from 1 year to 2 years after the employee's date of hire.

Staff Recommendation:

To forward the revised EMA Deputy Director job description to the County Board for approval.

Attachments:

1. Revised EMA Deputy Director job description

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: Non-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 duties 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 with regard to 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.
 10. Must provide 24x7x365 standby (reasonable best effort) response to alerts, pages, phones calls, which may result in emergency dispatch at any time of day.
- 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.

Kendall County Job Description

2. Assists in management and support of the Kendall County Local Emergency Planning Committee (LEPC).
 3. Prepares monthly reports and statistics.
 4. Secures technical and financial assistance available through state and federal programs.
 5. 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.
 6. Dispenses advice, guidance, direction, and authorization to carry out major plans and procedures, consistent with established policies.
 7. 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 any time, including during off duty hours, to respond to EMA emergencies and perform assigned duties. (24 hours per day, 7 days per week, 365 days per yearx7x365)

Kendall County Job Description

- 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.
- 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.

Kendall County Job Description

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 two years ~~twelve months~~ of hire) is required.
2. Illinois Emergency Management Agency Illinois Professional Emergency Manager certification (or obtains certification within first two year~~stwelve months~~ of hire) is required.
3. 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 Associate's 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.

Kendall County Job Description

- C. Employee may be exposed to varying temperatures and weather patterns depending on the season.
- D. Confined space situations may occur.
- 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

Meeting Type: Committee of the Whole
Meeting Date: 3/13/2025
Subject: Voluntary Action Center of Northern Illinois Lease Agreement
Prepared by: Jennifer Breault, PCOM
Department: Administration

Action Requested:

Approval of Voluntary Action Center of Northern Illinois Lease Agreement

Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

Kendall Area Transit is operated by the Voluntary Action Center of Northern Illinois. The Kendall Area Transit office is situated at 110 West Madison Street in Yorkville, while all KAT buses are parked at 807 West John Street in Yorkville. This lease is contingent upon the Tenant's fulfillment of its obligations under the Grant Agreement and the Pass-Through Agreement.

Staff Recommendation:

Approval of Voluntary Action Center of Northern Illinois Lease Agreement

Attachments:

Voluntary Action Center of Northern Illinois Lease Agreement

VOLUNTARY ACTION CENTER OF NORTHERN ILLINOIS LEASE AGREEMENT

This Lease Agreement (Lease) is made and entered into as of March 18, 2025, (the Effective Date), by and between the Landlord, the County of Kendall ("County") and the Tenant, the Voluntary Action Center of Northern Illinois ("VAC").

WHEREAS, the County owns the Historic Courthouse building located at 110 West Madison, Street, Yorkville, Kendall County, Illinois (the "Building"); and

WHEREAS, the County desires to lease a portion of the Building to VAC for its use in providing public transportation services pursuant to the terms of the Pass Through Agreement for Public Transportation Financial Assistance executed by the parties on July 16, 2024.

THEREFORE, based upon the mutual promises and covenants set forth below, the parties do hereby agree as follows:

1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, including VAC's provision of public transportation services for the residents of Kendall County, the County ("Landlord") hereby leases to VAC ("Tenant") and Tenant hereby leases from the Landlord that certain portion of the Building, consisting of approximately one thousand two hundred and three (1,203) square feet as outlined on Exhibit A attached hereto (hereinafter referred to as "Premises"), for Tenant to further its purpose of providing transit service in the Kendall County area. Said Premises are designated on Exhibit A attached hereto and exclude all Common Areas as defined herein and reflected on Exhibit A.

In addition to Tenant's rights to use and occupy the Premises as hereinafter specified, Landlord hereby grants to Tenant the non-exclusive right to the use of sixty-one (61) parking spaces in the parking lot located at 807 W. John Street, Yorkville, Kendall County, Illinois ("Courthouse Parking Lot") as designated on Exhibit B attached hereto for the free parking of Tenant's vehicles and those of its customers, patrons, invitees, visitors, and employees.

In addition to Tenant's rights to use and occupy the Premises as hereinafter specified, Tenant shall have non-exclusive rights to the Common Areas (as defined in Section 5.1 below) as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the Building.

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

1.3 Condition of the Premises. 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 and that Tenant accepts the condition of the Premises.

2. TERM.

2.1 Term. The Term of this Lease shall be for the period commencing on March 18, 2025 and terminating on December 31, 2028. This Lease Agreement may be terminated earlier than July 1, 2027 if agreed to in writing by Landlord and Tenant or if the Grant Agreement between the parties dated July 16, 2024 or the Pass Through Agreement for Public Transportation Financial Assistance executed by the parties on July 16, 2024 is terminated in accordance with the terms of said Grant or Pass Through Agreement.

3. RENT

3.1 Rental Payment. The County agrees to lease the Premises to Tenant for the annual fee of One Dollar (\$1.00) per year.

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

3.3 Other Lease Agreements. The Landlord and Tenant agree that any other lease or license agreement (between the Landlord and a party other than Tenant) relating to the Building shall not render this Lease invalid and that any current or future income generated by those lease or license agreements with parties other than Tenant is the property of the Landlord.

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 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.

5. COMMON AREA.

5.1 Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the Building and facilities, utilities, or equipment outside the Building which serve any County facility or property that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenants, and other tenants within the Building and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas not identified in the Premises described in Section 1, loading and unloading areas, trash areas, roadways, walkways, driveways, landscaped areas, roofs and exterior walls of the Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals. The general non-exclusive use of the Common Areas by Tenant shall be subject to short-term license and lease agreements as described in section 5.3.

5.2 Use of the Common Areas—Tenant's Rights. Landlord grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with other tenants in the Building and other entitled to such use (including Landlord), the Common Areas as they exist from time to

time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Building.

Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Building without Tenant's consent so long as it does not unreasonably impede Tenant's use of the Premises.

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, including parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Building. If 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.

5.3 Short-term License/Lease of the Common Area. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right to grant, at Landlord's discretion, short-term licenses/leases for use of the Common Areas as long as such licenses/leases do not unreasonably interfere with Tenant's occupancy of the Premises. Such short-term licenses/leases of the Common Areas shall not constitute constructive eviction or give rise to any rent abatement or liability of Landlord to Tenant.

5.4 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Building and shall include landscaping; repaving; resurfacing; restriping; security; 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.

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.

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 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. 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, the Building and the Courthouse Parking Lot. As of the commencement of the Lease Term, 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. To the fullest extent permitted by law, Tenant shall indemnify, hold harmless and defend with counsel of Landlord's own choosing, Landlord, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Lease or ancillary documents and any breach by Tenant of any representations or warranties made within the Lease (collectively, the "Claims"), to the extent such Claims result from the performance of this Lease by Tenant or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Tenant in its performance or in its occupancy under this Lease.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this section of the Lease unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Tenant's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Lease.

8. USE.

8.1 The Premises shall be used for Tenant's services provided in Kendall County, Illinois, as specified in the Grant Agreement entered into between the parties on July 16th, 2024 and the Pass Through Agreement for Public Transportation Financial Assistance executed by the parties on July 16, 2024. This Lease shall be contingent upon Tenant's fulfillment of its obligations under the Grant Agreement and the Pass Through Agreement. The failure by Tenant to fulfill its obligations under the Grant Agreement and Pass-Through Agreement 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 without the written consent of the Landlord.

8.2 Tenant agrees to allow the Landlord use and access to the Common Areas as discussed in section 5.

8.3 Landlord has the authority to make modification and improvements to the Premises, as reasonably deemed necessary to accomplish its statutory functions.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant's Obligations. Subject to the following, 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 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 and/or Common Areas 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 Modifications. The Tenant agrees that the Landlord shall not be financially responsible or obligated to construct any additional space or make any external or internal structural modifications of the Premises based upon this Lease.

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.

10.2 General Utility Provisions. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install or use any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same. 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 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 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 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 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; (d) if Tenant fails to fulfill its obligations under the Grant Agreement or the Pass Through Agreement.

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 (after notice provided in 12.1) 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 therefrom; or (b) invoke 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).

13. DESTRUCTION.

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

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

14. SIGNS AND DISPLAYS.

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

15. COMPLIANCE WITH LAWS.

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply when required 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 Premises, then such work shall be performed

by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of bill.

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. This section shall not apply to any batteries or computer parts used by Tenant in the normal course of its business, provided all applicable rules are followed in their use.

16. RIGHT OF ENTRY.

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

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 the Landlord is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Lease, and by reason thereof, the Landlord is required to use the services of an attorney, then the Landlord shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Landlord pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

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, 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 or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested or (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request. All notices given in the manner specified herein shall be effective upon the

earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier. Additionally copies of all notices from either party must be forwarded to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560 in a manner consistent with the above identified methods of service.

If to the County: Chairman of the Kendall County Board
111 W. Fox Street
Yorkville, Illinois 60560

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

If to Voluntary Action Center: Nate Kloster
Executive Director
Voluntary Action Center
1606 Bethany Road
Sycamore, IL 60178

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; 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 the other party’s prior written consent. The short-term licenses/leases addressed in Section 5.3 shall not be considered an assignment for purposes of this Section 21.5.

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 written Premises Lease agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties regarding the Lease of the Premises other than as are set forth or identified herein. 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 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:

TENANT:

Matt Kellogg

Nate Kloster

County Board Chairman
Kendall County, Illinois

Executive Director
Voluntary Action Center of DeKalb County

Exhibit B

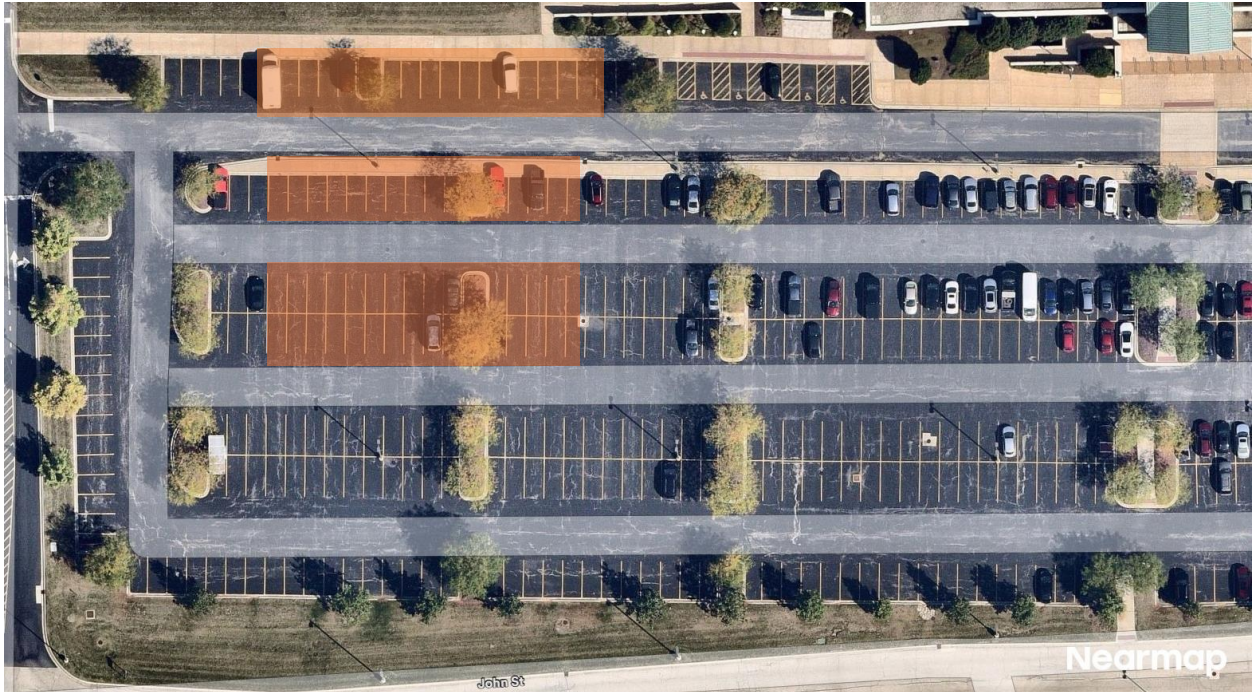
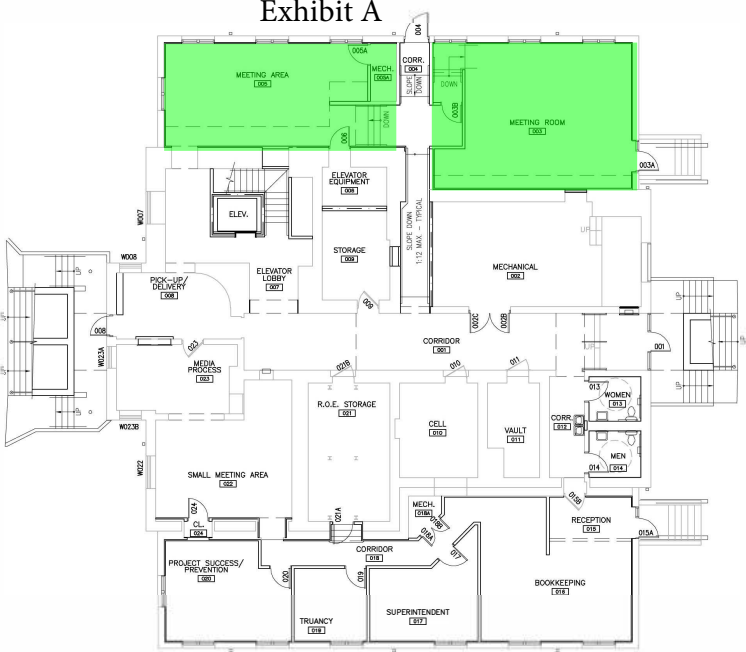


Exhibit A



LOWER FLOOR PLAN

37

SCALE: $1/8" = 1'-0"$



Kendall County Agenda Briefing

Meeting Type: Committee of the Whole
Meeting Date: 3/13/2025
Subject: FY26 Budget Calendar
Prepared by: Jennifer Breault, Finance and Budget Analyst
Department: Administration

Action Requested:

Review of FY26 Budget Calendar

Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

- Key dates
 - 6/26 Finance Decides Criteria
 - 7/1 Budgets Open
 - 8/19 Budgets Due
 - 11/4 Approve Final Budget
 - 11/18 Approve Levy

Budget Hearings 8:30-4PM:

Friday 12th- Historic Court House

Friday 19th-Historic Court House

Staff Recommendation:

Budget Hearing Friday 19th at Historic Courthouse

Attachments:

FY26 Budget Calendar

FY26 Budget Approval Calendar

	Date	Responsible Party/Meeting	Time	Task	
JUN	6/23/2025	Admin & User Departments/Offices		Prepare salary spreadsheets/narrative sheets	
	6/26/2025	Finance Committee	4:00pm	Establish FY26 Budget Criteria and authorize FY26-FY29 Capital Budget Process	
	6/30/2025	Administration		Send FY26 Budget Criteria and Capital Plan Process (FY26-FY29)	
JUL	7/1/2025	*DHEOs		End Users enter budgets and salaries	
	7/10/2025	COW	4:00pm		
	7/15/2025	County Board Meeting	9:00am		
	7/24/2025	Finance Committee	4:00pm		
AUG	8/5/2025	County Board Meeting	6:00pm		
	8/19/2025	*DHEOs		Operations Budgets and FY25-FY29 Capital Plan Budgets due	
	8/19/2025	County Board Meeting	9:00am		
	8/25-8/28	*DHEOs		DHEOs meet with Finance Chairman and Admin:	
	8/28/2025	Finance Committee	4:00pm		
SEP	9/2/2025	County Board Meeting	6:00pm		
	9/11/2025	COW	4:00pm		
	9/16/2025	County Board Meeting	9:00am		
	TBD	COW/Finance Committee	8:30am	Budget Hearings - TBD	
	9/22/2025	Admin		Place Ad - Notice for Public Inspection of Tentative Budget on Dec 2	FY25 Tentative Budget
	9/25/2025	Finance Committee	4:00pm	Approve FY26 Tentative Budget and forward to County Board	
OCT	10/7/2025	County Board Meeting	6:00pm	Approve FY26 Tentative Budget at least 15 days prior to final action	
	10/16/2025	COW	4:00pm	Discuss FY26 Budget	
	10/21/2025	County Board Meeting	9:00am		
	10/23/2025	Human Resources		Send FY26 salaries to KC Treasurer JFferko for Total Compensation Package; Treasurer must post \$150k salary & benefits 6 days prior to Nov 6 FY25 Budget Approval	FY25 Budget Approval
	10/30/2025	Finance Meeting	5:00pm	Discuss FY26 Budget - Forward final budget to County Board	
	11/4/2025	County Board Meeting	6:00pm	Approve FY26 Budget	
NOV	11/3-11/12	Admin		Calculate Levy Increase; Run Ad - Notice of Proposed Tax Increase (less than 14 days; greater than 7 days prior to Levy Hearing)	Levy Approval
	11/13/2025	COW	4:00pm		
	11/18/2025	County Board Meeting	9:00am	Levy Hearing; Approve Levy	
	11/27/2025	Finance Meeting	4:00pm		
DEC	12/2/2025	County Board Meeting	6:00pm		
	12/11/2025	COW	4:00pm		
	12/16/2025	County Board Meeting	9:00am	Last day to certify Levy on or before the last Tuesday in December	

*DHEOs = Department Heads &
Elected Officials