

Kendall County Board Agenda Adjourned September Meeting

Kendall County Historic Courthouse 110 W. Madison St, Yorkville, IL 60560

Tuesday, March 18, 2025, at 9:00 AM

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Invocation
- 4. Roll Call
- 5. Determination of a Quorum
- 6. Approval of Agenda
- 7. Special Recognition
 - A. 2025 Kendall County Employee Service Awards (p.3)
- 8. Public Comment
- 9. Consent Agenda
 - A. Approval of County Board Minutes from February 18, 2025(p.5)
 - B. Approval of Committee Meeting Minutes(p.8)
 - C. Approval of claims from March 15, 2025, in an amount not to exceed \$2,098,606.05
 - D. Approval to extend the term of the agreement between Aramark Food Services and the County of Kendall until November 30, 2025(p.26)
 - E. Approval of Service agreement between Kendall County and the City of Aurora for the Provision of Demand Response Transportation(p.30)
 - F. Approval of an Employment Agreement with Dr. Gary Schlapp as Administrator Veterinarian through March 2026 in the amount of \$15,000(p.35)
 - G. Approval of Petition 24-35, A Request from the Kendall County Regional Planning Commission for Text Amendments to the Kendall County Code Amending Parking Regulations in Front Yard Setbacks (p.48)
 - H. Approval of Agreement between the State of Illinois and Kendall County related to the reconstruction of Illinois Route 47 between Waterpark Way and Jericho Road(p.52)
 - I. Approval of Resolution appropriating \$62,008 for the improvement of Illinois Route 47 from Waterpark Way to Jericho Road per the Agreement between State of Illinois and Kendall County(p.61)
 - J. Approval of Authorization for Francis C. Klaas to enter contracts, including joint participation agreements, on behalf of Kendall County with the State of Illinois and any of its agencies or departments(p.65)
 - K. Approval of Pipeline License Agreement between Kendall County and BNSF Railway Company pertaining to the Gates Creek Culvert Replacements Project(p.66)
 - L. Approval of the low bid of Gjovick Ford in the amount of \$45,499 for the purchase of a new Ford F-150 4x4 Pickup Truck
 - M. 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.85)
 - N. Approval of Revised EMA Deputy Director Job Description(p.87)
 - O. Approval of Voluntary Action Center of Northern Illinois Lease Agreement through July 1, 2027(p.93)
- 10. New Business
 - A. Presentation of the Historic Land Patents that created Kendall County(p.106)
- 11. Elected Officials and Department Reports
 - A. Sheriff (Report included in packet) (p.107)
 - B. County Clerk and Recorder (Report included in packet) (p.113)
 - C. Treasurer (Report included in packet) (p.114)
 - D. Clerk of the Court
 - E. State's Attorney
 - F. Coroner (Report included in packet) (p.116)
 - G. Health Department
 - H. Supervisor of Assessments
 - I. Regional Office of Education (Report included in packet) (p.119)
 - J. EMA (Report included in packet) (p.124)

- K. Public Defender (Report included in packet) (p.126)
- L. VAC
- 12. Standing Committee Reports
- 13. Special Committee Reports
- 14. Liaison Reports
- 15. Other Business
- 16. 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

- 17. Public Comment
- 18. Questions from the press
- 19. Executive Session
- 20. 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 congratulates the following employees for achieving these service milestones:

10 years of service
Kathryn Williams – Health Department
Brian Van Meter – Court Services
Emma Wallis – State's Attorney's Office
Dwight Baird – Sheriff's Office
Tyler Riffell – Sheriff's Office
Zachary Tongate – Sheriff's Office
Jodi Wulff – Sheriff's Office

15 years of service
Julie Hanna – County Clerk and Recorder
Randal Hutchison – County Clerk and Recorder
Leslie Johnson – Human Resources
Susan Kaltenbach – Circuit Clerk's Office
Andy Nicoletti – Assessments
Sonia Rudy-Beagan – Judicial
Ryan Shain - Technology
Daniel Briars – Sheriff's Office
Lenora Gillespie – Sheriff's Office
Paul Kubinski – Sheriff's Office
Deon Little – Sheriff's Office
Zachary Schmitt – Sheriff's Office
Nancy Velez – Sheriff's Office

20 years of service
Jacqueline Purcell – Coroner
David Angerame – Sheriff's Office
Karen Hanson – Sheriff's Office
Tonya Johnson – Sheriff's Office
Mark Snead – Sheriff's Office

25 years of service
Steven Curatti – Health Department
Michael Hoffman – Highway
Christopher Phillips – Sheriff's Office

30 years of service
Gina Hauge – Technology
Gary Schlapp – Animal Control

Thank you for your service to Kendall County and its residents!

KENDALL COUNTY BOARD ADJOURNED SEPTEMBER MEETING February 18, 2025

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Historic Courthouse, in the City of Yorkville on Tuesday, February 18, 2025, at 9:00 a.m. The Clerk called the roll. Members present: Matt Kellogg, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: Zach Bachmann.

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

Chaplin Saunders gave the invocation.

THE AGENDA

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

SPECIAL RECOGNITION

Tangent Technologies, MTH Pumps and Plano Moling/Pure Fishing were recognized for the Made in Kendall program.

Member DeBolt moved to approve the Made in Kendall Resolutions. Member Koukol seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolutions 25-03, 25-04, and 25-05 is available in the Office of the County Clerk.

RECESS

PUBLIC COMMENT

Comments were made concerning the Illinois Constitution document.

Molly Krempski spoke about the wording of the founding documents.

CONSENT AGENDA

Member Peterson moved to approve the consent agenda.

- A. Approval of County Board Minutes from January 21, 2025
- B. Approval of claims in the amount not to exceed \$1,266.889.96
- C. Approval of Committee minutes
- D. Approval of Contingency Reduction #12 Total of \$1,700 with revised contract amounts as follows: Omega Plumbing \$142,702 (\$1,000 Increase); Jensen's Plumbing \$408,951 (\$700 Increase).
- E. Approval of Security Automation Systems Agreement re: Courthouse Key Card Additions for \$41,420
- F. Approval of Surplus declaration for County Office Building Generator, Public Safety Center UPS and Facilities Management Van in accordance with Surplus Property/Capital Assets Disposal Policy
- G. Approval of amendment to the Eldamain Road Intergovernmental Agreement with the City of Plano and the United City of Yorkville
- H. Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed \$125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090
- I. Approval of an Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois
- J. Approval of Resolution for Maintenance under the Illinois Highway Code Appropriating \$2,700,000 from the Motor Fuel Tax Fund of Kendall County

- K. Approval of Amendments to Intergovernmental Agreements between Kendall County and the following agencies concerning the storage of bulk rock salt.
 - a. Big Grove Road District
 - b. Bristol Road District
 - c. Fox Road District
 - d. Kendall Road District
 - e. Lisbon Road District
 - f. Little Rock Road District
 - g. Na-Au-Say Road District
 - h. Oswego Road Districti. Seward Road District
 - j. City of Plano
- L. Approval of Supplement #1 to Construction Engineering Services Agreement between Kendall County and HR Green in the amount of \$49,863

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

- **C) COMBINED CLAIMS**: ADMIN \$9,669.03; AC \$9,810.87; CIR CLK \$6,274.21; CIR CRT JDG \$5,659.71; CRT SERV \$16,507.55; CRNER \$4,976.27; CRRCTNS \$67,356.48; CNTY ADMIN \$246,133.76; CNTY BRD \$169,150.94; CNTY CLK \$25.38; HIGHWY \$286,250.44; ELCTNS \$3,615.65; FCLT MGMT \$44,809.78; GIS COORD \$2,480.51; HLTH & HMN SRV \$119,712.39; HR \$142.23; JURY \$198.76; MERIT \$50.96; PBZ SP \$3,648.40; PBZ \$3,394.92; PRSDNG JDG \$15,073.95; PROB SPVSR \$9,986.80; PUB DEF \$685.93; ROE \$7,626.38; SHRF \$71,205.81; ST ATTNY \$5,269.89; TECH \$35,818.08; TRSR \$82.18; UTIL \$18,330.43; VET \$1,043.12; FORST \$167,712.59; SHRF \$55,652.38; SHRF \$46,246.77
- G) A complete copy of IGAM 25-06 is available in the Office of the County Clerk.
- I) A complete copy of Resolution 25-06 is available in the Office of the County Clerk.
- **J)** A complete copy of Resolution 25-07 is available in the Office of the County Clerk.
- **K a)** A complete copy of IGAM 25-07 is available in the Office of the County Clerk.
- K b) A complete copy of IGAM 25-08 is available in the Office of the County Clerk.
- **K c)** A complete copy of IGAM 25-09 is available in the Office of the County Clerk.
- K d) A complete copy of IGAM 25-10 is available in the Office of the County Clerk.
- **K e)** A complete copy of IGAM 25-11 is available in the Office of the County Clerk.
- **K** f) A complete copy of IGAM 25-12 is available in the Office of the County Clerk.
- ${\bf K}$ ${\bf g)}$ A complete copy of IGAM 25-13 is available in the Office of the County Clerk.
- K h) A complete copy of IGAM 25-14 is available in the Office of the County Clerk.
- **K** i) A complete copy of IGAM 25-15 is available in the Office of the County Clerk.
- **K** j) A complete copy of IGAM 25-16 is available in the Office of the County Clerk.
- L) A complete copy of IGAM 25-17 is available in the Office of the County Clerk.

ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

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Sheriff

Under Sheriff Richardson reviewed the highlights from the report in the packet.

County Clerk & Recorder

Davanua Danart

Revenue Report		1/1/25-1/31/25	1/1/24-1/31/24	1/1/23-1/31/23
	Fund			
CLKFEE	County Clerk Fees	\$553.00	\$468.50	\$506.00
MARFEE	County Clerk Fees - Marriage License	\$780.00	\$750.00	\$540.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$30.00
ASSUME	County Clerk Fees - Assumed Name	\$20.00	\$20.00	\$25.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,975.00	\$1,880.00	\$1,370.00
MISINC	County Clerk Fees - Misc	\$55.00	\$84.60	\$64.58
	County Clerk Fees - Misc Total	\$3,413.00	\$3,203.10	\$1,459.58
RECFEE	County Clerk Fees - Recording	\$21,183.00	\$17,289.00	\$18,986.00
	Total County Clerk Fees	\$24,596.00	\$20,492.10	\$21,521.58
CTYREV	County Revenue	\$50,259.25	\$45,737.00	\$41,381.50
DCSTOR	Doc Storage	\$18,408.61	\$10,040.50	\$10,991.00
GISMAP	GIS Mapping	\$38,190.00	\$31,770.00	\$34,950.00

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GISRCD	GIS Recording	\$6,075.00	\$2,118.00	\$2,330.00
INTRST	Interest	\$160.94	\$126.96	\$127.40
RECMIS	Recorder's Misc	\$3,229.25	\$8,826.50	\$5,318.75
RHSP	RHSP/Housing Surcharge	\$19,908.00	\$16,866.00	\$9,108.00
TAXCRT	Tax Certificate Fee	\$1,280.00	\$2,040.00	\$1,080.00
TAXFEE	Tax Sale Fees	\$1,160.00	\$420.00	\$655.00
PSTFEE	Postage Fees	\$1,160.85	\$359.38	\$505.17
CK # 19812 County Clerk Debbie	To KC Treasurer e Gillette spoke about the upcoming Consolida	\$164,427.90 ated Elections.	\$138,796.44	\$127,968.40

Coroner

Report is included in the packet.

Health Department

Executive Director RaeAnn VanGundy spoke about the self-evaluation, strategic plan, annual report and the 5 yerar community health assessment.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti stated that they are calling those that have not returned their forms yet and this year's renewals are in the mail. Mr. Nicoletti presented the assessment ratios and the estimated EAV for 2025.

Regional Office of Education

Regional Superintendent Megan Martin stated that the transition is going well and informed the board on the number of training courses held.

EMA

Roger Bonuchi stated that they received 2 vehicles from the Oswego Fire Department and portable radios from Plainfield.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Teska Associates, Inc.

Member Gengler moved to approve a Contract with Teska Associates, Inc to Update the Kendall County Land Resource Management Plan in its Entirety at a Cost Not to Exceed \$184,380; Related Invoice(s) to Be Paid from Line Item 131605-66500. Member Wormley 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 25-18 is available in the Office of the County Clerk.

OTHER BUSINESS

Member DeBolt updated the board on the County Office Building demolition.

Member Shanley spoke about Black History Month.

ADJOURNMENT

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

Approved and submitted this 22nd day of February 2025. Respectfully submitted by, Debbie Gillette Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS FINANCE & BUDGET COMMITTEE

Meeting Minutes for Thursday, January 30, 2025

<u>Call to Order</u> – Committee Chair Scott Gengler called the Finance & Budget Committee meeting to order at 4:02 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Scott Gengler	Here		
Brian DeBolt	Here		
Matt Kellogg	Here		
Ruben Rodriguez		4:26 p.m.	
Seth Wormley	Here		

With four (4) members present a quorum was established.

Staff Present - Christina Burns, Latreese Caldwell, Jennifer Breault, Amber Garry, Sheriff Dwight Baird

<u>Approval of Agenda</u> – Member Wormley made a motion to approve the agenda, second by Member DeBolt. <u>With four</u> (4) members present voting aye, the motion carried by a vote of 4 - 0.

<u>Approval of Minutes</u> – Member DeBolt made a motion to approve the minutes from September 26, 2024, second by Member Kellogg. <u>With four (4) members present voting aye, the motion carried by a vote of 4 - 0.</u>

<u>Approval of Claims</u> – Member DeBolt made a motion to forward the approval of the claims to the next County Board Meeting, second by Member Kellogg. <u>With four (4) members present voting aye, the motion carried by a vote of 4 - 0.</u>

Committee Reports and Updates

- **A.** <u>Personnel Reports</u> Treasurer Jill Ferko provided to the committee the Treasurer's Employee Status Report and is included in the packet on page 4.
- B. <u>ARPA Filing Update</u> Finance and Budget Analyst Jennifer Breault provided the committee with an overview of the ARPA filing status report, which can be found on page 6 of the packet. This quarterly report indicates that no funds will need to be returned, and all allocated resources have been fully obligated.
- C. <u>Opioid Filling Update</u> Finance and Budget Analyst Jennifer Breault provided the committee with an overview of the required Opioid Settlement Fund Quarterly report, which can be found on page 7 of the packet. When inquired about the recipient of the report, she responded that it was submitted to the Office of the Attorney General.

New Committee Business

A. Appointment of Finance and Budget Committee Vice Chair

Chairman Gengler made a motion to nominate Seth Wormley for the position of Vice Chair of the Finance and Budget Committee, seconded by Member DeBolt. All members voted aye; the motion passed.

B. Approval of Ordinance Abating the Taxes levied for the Year 2024 Payable 2025 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017, 2019B for the County of Kendall, Illinois

This is an annual occurrence for the bonds that are paid for the County Courthouse. Abate \$3,366,860 property taxes levied for 2024 to pay debt service for Series 2016, 2017, & 2019B General Obligation Bonds (Alternate Revenue Source). Deputy Administrator Latreese Caldwell indicated that, in response to inquiries regarding the duration of the current initiative, it is projected to conclude in 2027.

Member DeBolt made a motion for to forward to next County Board the Approval of Ordinance Abating the Taxes levied for the Year 2024 Payable 2025 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017, 2019B for the County of Kendall, Illinois, second by Member Kellogg. With four (4) members present voting aye, the motion carried by a vote of 4 - 0.

C. Approval of Budget Amendment for the Sheriff's Office and Corrections Command Staffs' Salary Adjustment in an amount not to exceed \$109,970

Chair Gengler invited Sheriff Dwight Baird to present information regarding this request. Sheriff Baird provided the committee with a briefing, located on page 17 of the packet, outlining the necessity for salary adjustments. The Sheriff's Office recommends implementing a revised compensation structure to enhance the competitiveness of these command positions, thereby ensuring that the most qualified candidates are motivated to apply for higher leadership roles.

Member Kellogg made a motion to forward to next County Board the Approval of Budget Amendment for the Sheriff's Office and Corrections Command Staffs' Salary Adjustment in an amount not to exceed \$109,970, second by Member DeBolt. With four (4) members present voting aye, the motion carried by a vote of 4 - 0.

D. Approval of Senior Levy Award Process

Chair Gengler informed the committee that the annual funding process is underway and inquired whether any members wished to propose changes to the procedures used last year. An allocation of \$406,500 from the FY2025 budget is designated for organizations that support senior citizens in Kendall County. It was noted that applicants will not be required to present before the committee unless they belong to a newly formed board or if a new entity seeks funding and wishes to deliver a presentation. All submitted applications will be provided to the Finance and Budget Committee in March for final approval. The committee reached a consensus to continue with the existing process.

E. Approval of Opioid Applications

The Kendall County Judiciary and Sheriff's Office/Corrections submitted an application for the use of opioid funds. Applications provided in the packet starting on page 28.

Member DeBolt made a motion to approve both applications, second by Member Kellogg. <u>With four (4) members</u> <u>present voting aye, the motion carried 4 - 0.</u>

Old Committee Business –

Chair Gengler briefed the committee that the Coroner's Office reached out to aske about the approval process and if the opioid applications are approved at committee level or approved at County Board. He replied that the applications are approved at the committee level.

<u>Chairman's Report</u> — Chair Gengler asked Deputy Administrator Latreese Caldwell to introduce the newest member of the Administration Department Amber Garry to the committee. Ms. Garry is the newest Financial Analyst and will be taking over the Accounts Payable functions. Mr. Gengler requested that the Executive Session be moved to the end of the meeting.

Public Comment – None

Items for County of the Whole – None

Items for County Board -

- Claims
- Approval of Ordinance Abating the Taxes levied for the Year 2024 Payable 2025 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017, 2019B for the County of Kendall, Illinois
- Approval of Budget Amendment for the Sheriff's Office and Corrections Command Staffs' Salary Adjustment in an amount not to exceed \$109,970.

<u>Executive Session</u> - Discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. Member Kellogg made a motion to enter Executive Session, second by Member DeBolt. <u>With four (4)</u> members present voting, the motion was carried 4-0.

Board Member	Status
Seth Wormley	Yes
Scott Gengler	Yes
Ruben Rodriguez	Arrived 4:26 p.m.
Matt Kellogg	Yes
Brian DeBolt	Yes

Open session reconvened at 4:28 p.m.

<u>Adjournment</u> – Member Wormley made a motion to adjourn the Finance and Budget Committee meeting, second by Member Rodriguez. <u>With five (5) members present voting aye; the meeting was adjourned at 4:29 p.m. by a vote of 5 - 0.</u>

Respectfully submitted,
Sally A. Seeger
Administrative Assistant and Recording Clerk

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Historic Court House
Court Room
110 W. Madison Street, Yorkville, Illinois
6:30 p.m.
Meeting Minutes of February 10, 2025

CALL TO ORDER

The meeting was called to order by Chairman Wormley at 6:30 p.m.

ROLL CALL

<u>Committee Members Present</u>: Brian DeBolt, Dan Koukol, Ruben Rodriguez, and Seth Wormley

Committee Members Absent: Elizabeth Flowers

<u>Also Present</u>: Matthew H. Asselmeier, Director, Wanda A. Rolf, Office Assistant, Mike Krempski

APPROVAL OF AGENDA

Member DeBolt made a motion, seconded by Member Rodruguez, to approve the agenda as presented. With a voice vote of four (4) ayes, the motion carried.

<u>APPROVAL OF MINUTES</u>

Member Rodriguez made a motion, seconded by Member DeBolt, to approve the minutes of the January 13, 2025, meeting and February 1, 2025, special meeting. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

Mike Krempski, resident near a pending solar farm on Ament Road, did not favor the solar farm project. He stated that the variance did not have to be approved. He also stated that Kendall County will lose valuable farmland if the solar project was approved. Chairman Wormley stated that the Petition still has to go through the Zoning Board of Appeals on March 3, 2025, and a County Board meeting. Chairman Wormley stated that the Zoning Board of Appeals would be one (1) of the most important meetings to attend, if he would like to speak about the solar farm. Mr. Krempski also suggested that the County create a flag policy.

Expenditure Report

The Committee reviewed the Expenditure Report.

PETITIONS

None

NEW BUSINESS:

Approval of a Contract with Teska Associates, Inc to Update the Kendall County Land Resource Management Plan in its Entirety at a Cost Not to Exceed \$184,380; Related

Invoices to Be Paid from Line Item 131605-66500

Mr. Asselmeier summarized the issue.

Kendall County has not updated the Land Resource Management Plan, the County's equivalent of a municipal comprehensive plan, since the early 2000s.

The proposal provides a framework for updating the Land Resource Management Plan. Unlike previous versions of the Land Resource Management Plan and the original proposal that was used for the original budget proposal, this proposal envisions updating the Plan on a topical basis instead of on a township basis. Accordingly, the time necessary to update the document was truncated to between sixteen (16) and eighteen (18) months. Speeding up the process of updating the Plan also speeded up the time when invoices would be due, which is why the increase to the line item is necessary.

The proposal envisions the creation of a website, six (6) planning workshops, three (3) open houses, one (1) public hearing, and eight (8) Steering Committee at various stages of the process to gather public input.

The proposed contract was provided.

Member DeBolt asked why Teska was working on the Land Resource Management Plan. Member Koukol stated that Teska has worked on these types of projects before for Kendall County. Chairman Wormley stated that this will be Mike Hoffman from Teska last time working on the Land Resource Management Plan because he was retiring.

Member Rodriguez asked when the last time Kendall County updated the Land Resource Management Plan. Mr. Asselmeier stated the last time was in the 1990s and was completed in 2004. In the past, the Land Resource Management Plan was done township by township and it was a repetitive process which took longer to complete. This time, the Plan will be topical.

Member Rodriguez asked if a committee will go with Teska to the various public input meetings or will the consultant go by themselves. Mr. Asselmeier stated the answer to that question was is yet to be determined. There is the Comprehensive Land Plan Committee which would be the steering committee for the project. The Comprehensive Land Plan Committee will probably be invited to the meetings. Teska was proposing workshops and open houses.

Chairman Wormley stated that the cost was lower than previously proposed.

Member Koukol made a motion, seconded by Member DeBolt, to recommend approval of the contract.

The votes were as follows:

Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley

Nays (0): None Abstain (0): None Absent (1): Flowers The motion carried.

The proposal will go to the February 18, 2025, Kendall County Board meeting on the regular agenda.

Approval of a Process for Approving Amendments to the County-Wide Stormwater Management Ordinance Division of the Kendall County Code

Mr. Asselmeier summarized the issue.

In 2022, the State updated the Model Floodplain Ordinance. Shortly thereafter, the County decided to review the current Stormwater Management Ordinance against the new Model Floodplain Ordinance, but decided to wait with finalizing any proposals until after codification was completed.

WBK Engineering prepared a redlined version of the proposed amendment. The redlined version and a list of proposed amendments are attached.

The Stormwater Management Ordinance is unique in the following ways:

- Municipalities have to use a county's stormwater ordinance as the minimum requirements for their stormwater ordinance. If a municipality is in more than one county, the municipality must select a county's ordinance to follow. The municipalities that follow Kendall County's ordinance are Lisbon, Millbrook, Millington, Newark, Oswego, Plano, Plattville, and Yorkville
- 2. Any amendments to the floodplain regulations have to be approved by FEMA. It's also good practice to run proposed amendments by IDNR.

Accordingly, if proposed amendments are desired, Staff is proposing the following process for amending the Ordinance:

- 1. Obtain approval from either the Planning, Building and Zoning Committee, Committee of the Whole, or County Board that the amendments are desired.
- 2. Send the proposed amendments to all of the municipalities in Kendall County for review and comment.
- 3. Update the proposal based on the feedback received from the County and municipalities.
- 4. Send the proposal to FEMA and IDNR for comment.
- 5. Review comments from FEMA and IDNR.
- 6. Start the process of formally amending the Ordinance (i.e. schedule and hold a public hearing, etc.).

7. Final County Board action and action by municipalities.

Staff requested guidance as to how to proceed.

Mr. Asselmeier stated that they suggest the Committee reviewed the proposed amendments during February and early March and bring back any comments to the committee at the March meeting, if the committee wished to update this ordinance.

Member DeBolt asked, if someone was building or filling in a low area what were the requirements. Mr. Asselmeier stated that if someone was filling a floodplain, they would need a permit. If someone was piling three feet (3') of dirt or higher outside of the floodplain, they would have to obtain a stormwater permit. If they have disturbed more than one (1) acre of ground, whether they're in a floodplain or not, they would have to obtain a stormwater permit. Anything in the ordinance was open for discussion, but FEMA has to approve anything that the County proposed.

Chairman Wormley asked if the proposal had the pipeline adjustment. Mr. Asselmeier said the pipeline adjustments were in the zoning ordinance, but they would have to follow the stormwater regulations.

Member DeBolt asked if the amendments to the ordinance were updates or additions to the regulations. Mr. Asselmeier responded they are changes. Some of the changes were adding or amending regulations. Some were renumbering a section because the section had additions, deletions, or was otherwise reworded.

Chairman Wormley asked if there were significant changes. Mr. Asselmeier discussed the proposal related to "Critical Facilities". The Committee reviewed the definition of "Critical Facility". These include fire and police stations and ambulance houses. Mr. Asselmeier stated another example was, if someone decides to make a wedding venue out of a barn, FEMA would not consider that use as an agricultural use. Agricultural land is not exempt from floodplain regulations.

Chairman Wormley stated he would like to have the comments from the municipalities. Mr. Asselmeier stated he would send this information to the municipalities for their comments and ask them to respond prior to the March meeting.

No vote occurred, pending the outcome of the comments from municipalities.

Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed \$125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090

Mr. Asselmeier summarized the issue.

Kendall County is required by Illinois law to publish a noxious weed notice at least one (1) time per year in a newspaper of general circulation within the County. Kendall County's Noxious Weed Work Plan, adopted in October 2024, called for the publication of the notice within the first quarter of 2025.

Member Koukol made a motion, seconded by Member DeBolt, to recommend approval of publishing the notice.

The votes were as follows:

Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley

Nays (0): None Abstain (0): None Absent (1): Flowers

The motion carried.

The proposal will go to the February 18, 2025, Kendall County Board meeting on the consent agenda.

Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois

Mr. Asselmeier summarized the issue.

The Intergovernmental Agreement between Kendall County and the United City of Yorkville for reciprocal building inspection services expires February 20, 2025.

A renewal proposal was provided. Other than dates, no other changes are proposed.

In 2024, Yorkville conducted twenty-eight (28) 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.

Member Koukol made a motion, seconded by Member DeBolt, to recommend approval of the Intergovernmental Agreement.

The votes were as follows:

Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley

Nays (0): None Abstain (0): None Absent (1): Flowers

The motion carried.

Member DeBolt asked if Kendall County works with the City of Yorkville on some of the permits. Mr. Asselmeier stated that the Agreement allows Brian Holdiman and Pete Ratos to back each other up in the event that, if one (1) or the other was not available,

the other will take care of the inspections. The Agreement only applies to these two (2) individuals. If either leaves their employer, the terms would have to be renegotiated.

The proposal will go to the February 18, 2025, Kendall County Board meeting on the consent agenda.

Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2024 NPDES – MS 4 Requirements in an Amount of \$2,800 Plus Reimbursable Costs (Costs + 10 %)

Mr. Asselmeier summarized the issue.

Kendall County is required to submit an Annual Report to the State as part of the County's National Pollution Discharge Elimination Systems (NPDES) Permit by June 1st of each year.

Historically, WBK Engineering has prepared this document because they already possess most of the information needed to complete the report due to the inspections that they perform on the County's behalf at work sites.

The cost to prepare the 2023-2024 Report is Two Thousand Eight Hundred Dollard (\$2,800). The cost to prepare the 2023-2024 Report was Two Thousand Six Hundred Fifty Dollars (\$2,650).

The proposed contract was provided.

Member DeBolt made a motion, seconded by Member Koukol, to recommend approval of the proposal.

The votes were as follows:

Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley

Nays (0): None Abstain (0): None Absent (1): Flowers

The motion carried

Follow-Up on Kendall County Regional Planning Commission Annual Meeting

Member Koukol stated he thought the meeting was excellent. The County received a lot of information from the communities.

Member Rodriguez stated he felt the new Chairman Landovitz did an outstanding job.

2024 County-Wide Building Permit Memos

The Committee reviewed the memos.

OLD BUSINESS:

<u>Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township</u>

Mr. Asselmeier stated that WBK was waiting for calculation information from the applicant's engineer. The applicant submitted their stormwater information but it referenced a project in Cook County, so WBK sent it back to their engineer asking for clarification.

Approval of a Policy for Historic Preservation Commission Review of Demolition and Alteration Permits on Structures Identified in Historic Structure Surveys

Mr. Asselmeier presented the proposed policy.

The Historic Preservation Commission would like to review applications for demolition and alteration permits on properties identified as Contributing, Local Landmark Potential, or National Register Potential in an historic structure survey undertaken under the authority of Kendall County.

To date, structure surveys have only occurred in Kendall and Bristol Townships.

The proposed policy does not require the Historic Preservation Commission to meet. The proposed policy also does not supersede any regulations in the Kendall County Code. Finally, the proposed policy does not delay the Planning, Building and Zoning Department's process of issuing permits.

The Historic Preservation Commission recommended approval of the proposal by a vote of five (5) in favor and zero (0) in opposition at their meeting on January 16, 2025.

Chairman Wormley asked why the Historic Preservation Commission needed permission to review demolition and alteration permits. Mr. Asselmeier stated that, at this time, the Department does not send any building permits to the Historic Preservation Commission, unless the permits involved a locally designated landmark, which there was one (1), The Gaylord House, at 1542 Plainfield Road, in the County. If someone has a house built before 1974 the structure could potentially be a historic landmark.

Member Koukol stated he was not in favor sending demolishing or alteration permit information to the Historic Preservation Commission.

Chairman Wormley was not in favor of voting on this at the present time.

<u>Update on Planning, Building and Zoning Department Staffing</u>

Mr. Asselmeier reported that they tried to fill the vacant full time position of code official. One applicant backed out and the other did not pass the background check. Mr. Asselmeier and Brian Holdiman will meet this week to determine if they need someone part time or full time.

REVIEW VIOLATION REPORT:

Review of Violation Report

The Committee reviewed the report.

Member DeBolt asked how the Department was made aware of these violations. Mr. Asselmeier stated the Department was complaint based. However, ff the inspector sees something while traveling to and from an inspection, he can report a violation. The Department does not patrol.

Member DeBolt asked who issues the violations. Technically, Mr. Asselmeier issues the citations, but Brian Holdiman will issue a thirty (30) day notice. If they don't comply, then a citation is issued. Brian Holdiman coordinates with the Circuit Clerk's Office to set the court date. Mr. Asselmeier stated that, under the law, the County has to serve the person who was violating the ordinance. The Sheriff's Department does the servicing.

Member DeBolt asked how the dollar amount was set for the violation. Mr. Asselmeier stated that the minimum and maximum dollar amounts were set by State law.

Member Koukol discussed a landscaping business that moved in next door to another landscaping business. The new landscaping business did not have proper zoning while the existing landscaping business did have proper zoning. A local attorney told the property owner that was operating without a permit to stop. This property was under investigation. Mr. Asselmeier stated the application deadline was February 18, 2025, and the County will take action, if no application was submitted by that date.

Chairman Wormley discussed an illegal business on Fox River Drive outside of Newark. The Department will investigate the matter.

REVIEW PRE-VIOLATION REPORT:

The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

<u>Historic Preservation Organization Meeting-February 19, 2025, at 5:30 p.m., at the Plano</u> Stone Church Community Center

The Committee reviewed the save-the-date information. There will be a tour of the church and a discussion about the McCormick Experimental farm at Silver Springs State Park. There were twenty-two (22) people that have RSVP'd so far.

The historic preservation award window was open.

The County was still waiting on the State regarding the application for a Certified Local Government Grant for an historic structure survey of unincorporated Seward and Na-Au-Say Townships.

REVIEW PERMIT REPORT:

The Committee reviewed the report.

REVIEW REVENUE REPORT:

The Committee reviewed the report.

CORRESPONDENCE

None

COMMENTS FROM THE PRESS:

None

EXECUTIVE SESSION

None

ADJOURNMENT:

Member DeBolt made a motion, seconded by Member Rodriguez, to adjourn. With a voice vote of four (4) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 7:13 p.m.

Minutes prepared by Wanda A Rolf, Part-Time Office Assistant

Enc.

KENDALL COUNTY PLANNING, BUILDING, & ZONING COMMITTEE FEBRUARY 10, 2025

IF YOU WOULD LIKE TO BE CONTACTED ON FUTURE MEETINGS REGARDING THIS TOPIC, PLEASE PROVIDE YOUR ADDRESS OR EMAIL ADDRESS

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
MIKE KREMPSICA		

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Historic Court House Court Room 110 W. Madison Street, Yorkville, Illinois 6:30 p.m.

Meeting Minutes of March 10, 2025 - Unofficial until Approved

CALL TO ORDER

The meeting was called to order by Chairman Wormley at 6:31 p.m.

ROLL CALL

Committee Members Present: Brian DeBolt, Elizabeth Flowers, Dan Koukol, Ruben

Rodriguez, and Seth Wormley Committee Members Absent: None

Also Present: Matthew H. Asselmeier, Director, and Wanda A. Rolf, Office Assistant

APPROVAL OF AGENDA

Member DeBolt made a motion, seconded by Member Flowers, to approve the agenda as presented. With a voice vote of five (5) ayes, the motion carried.

APPROVAL OF MINUTES

Member Flowers made a motion, seconded by Member DeBolt, to approve the minutes of the February 10, 2025, meeting. With a voice vote of five (5) ayes, the motion carried.

PUBLIC COMMENT

None

Expenditure Report

Review of Expenditures from February 2025

The Committee reviewed the Expenditure Report.

Review of End of FY23-24 Expenditure Report

The Committee reviewed the Expenditure Report.

PETITIONS

Petition 24-35 Kendall County Regional Planning Commission

Mr. Asselmeier summarized the request.

Section 36-1013 (f) (6) (a) (1) of the Kendall County Code contains the following regulations regarding parking in the front yard setbacks:

"No parking and drive aisles are permitted in a required front setback except the interior one-half ($\frac{1}{2}$) of the front yard in an M-1 Limited Manufacturing District or M-2 Heavy Industrial District."

During the review of the special use permit for a landscaping business between 3900 and 3716 Stewart Road, Staff was requested to investigate allowing parking in a portion of the required front yard setbacks.

The front yard setbacks for properties zoned A-1 are one hundred fifty feet (150') from the centerline and one hundred feet (100') from the right-of-way line.

The consensus among the members of the Kendall County Regional Planning Commission was that this requirement was too large and prevented property owners from using their land effectively.

At their meeting on October 23, 2024, the Kendall County Regional Planning Commission decided to initiate a text amendment to the Kendall County Code allowing parking in the A-1 Zoning District in the interior seventy-five feet (75') from the centerline for properties where the right-of-way was not dedicated and the interior fifty feet (50') from the right-of-way line where a right-of-way existed.

After review by the Kendall County Regional Planning Commission on December 11, 2024, the proposal was clarified to read as follows:

"No parking and drive aisles are permitted in a required front setback except the interior one-half (½) of the front yard in A-1 Agricultural District, M-1 Limited Manufacturing District, or M-2 Heavy Industrial District. Specifically, in the A-1 Agricultural District, no parking is allowed in the exterior seventy-five feet (75') from the centerline for properties where the right-of-way was not dedicated and the exterior fifty feet (50') from the right-of-way line where a right-of-way existed."

Information was sent to the Townships on October 25, 2024. No comments were received.

ZPAC reviewed the original proposal at their meeting on November 5, 2024. Discussion occurred regarding the history of front yard setback regulations. ZPAC voted to recommend approval of the proposal by a vote of seven (7) in favor and zero in opposition (0) with three (3) members absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on December 11, 2024. Discussion occurred regarding grandfathering and the applicability of the standards if a road is widened. The Commission wanted the setback distances of seventy-five feet (75') and fifty (50') emphasized in the regulation. Staff was requested to update the proposal to reflect this emphasis. The Kendall County Regional Planning Commission voted to continue this proposal by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

At their meeting on January 22, 2025, the Kendall County Regional Planning Commission recommended approval of the proposal by a vote of ten (10) in favor and zero (0) in opposition. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals initiated a public hearing on this proposal on December 16, 2024. The Kendall County Zoning Board of Appeals voted to continue to the proposal to the January 27, 2025, hearing by a vote of seven (7) in favor and zero (0) in opposition. The minutes of the hearing were provided.

The Kendall County Zoning Board of Appeals continued the public hearing on January 27, 2025. No members of the public testified at the public hearing and the Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition. The minutes of the hearing were provided.

The draft ordinance was provided.

Member Koukol asked if every property zoned A-1 would be allowed to have parking in the interior one-half ($\frac{1}{2}$) of the front yard and does not need a special use permit. Mr. Asselmeier stated that, if the County Board approves the text amendment, required parking would be allowed in the interior half of the front yard setback for all properties zoned A-1. While the proposal was triggered because of a special use permit on Stewart Road, the text amendment would apply to all A-1 zoned properties.

Member Koukol made a motion, seconded by Member DeBolt, to recommend approval of the proposal.

The votes were as follows:

Yeas (5): Koukol, Rodriguez, Wormley, DeBolt, and Flowers,

Nays (0): None Abstain (0): None Absent (0): None

The motion carried.

The proposal will go to the March 18, 2025, Kendall County Board meeting on the consent agenda.

NEW BUSINESS:

None

OLD BUSINESS:

<u>Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township</u>

Mr. Asselmeier stated that WBK was still waiting for calculation information from the applicant's engineer. The applicant submitted their stormwater information but it

referenced a project in Cook County, so WBK sent it back to their engineer asking for clarification and has not received a response.

<u>Updates on Amendments to the County-Wide Stormwater Management Ordinance Division of the Kendall County Code; Committee Could Forward the Proposal to the Federal Emergency Management Agency and Illinois Department of Natural Resources Mr. Asselmeier provided emails from the Village of Oswego and the Village of Plainfield outlining their comments on the proposal. Greg Chismark from WBK Engineering plans to have a response to the comments by March 14, 2025.</u>

The consensus of the Committee was, once WBK completed their review, the proposal will be brought back a future meeting to decide the next course of action in terms of having FEMA or IDNR review the proposal.

Update on Planning, Building and Zoning Department Staffing

Mr. Asselmeier reported that the Department received five (5) applicants for the vacant full-time position of code official. The application deadline was March 10, 2025. Staff will evaluate the applicants and schedule interviews.

<u>Update on Special Use Enforcement</u>

Mr. Asselmeier provided a list of special use permits that had to be inspected or reviewed in 2025. He reported that the Lisbon Township Garage was waiting for botanicals and they were granted an extension to July 1, 2025. The church at 71 Boulder Hill Pass has removed their illegal sign. The use at 1250 E Beecher Road was working on their right of way dedication. The owner of 1626 Route 31 was working on a special use permit for an adult day care, but have not submitted an application. All of the other special use permit that were required to be evaluated were in compliance.

REVIEW VIOLATION REPORT:

The Committee reviewed the report.

REVIEW PRE-VIOLATION REPORT:

The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

Follow-Up from the February 19, 2025, Historic Preservation Organization Meeting

Mr. Asselmeier said approximately twenty-three (23) people attended the meeting. There was a tour of the Plano Stone Church and a discussion about the McCormick Experimental farm at Silver Springs State Park.

The County received three (3) applications for historic preservation awards. The Commission will review those applications at their meeting on March 17, 2025.

The County was still waiting on the State regarding the application for a Certified Local Government Grant for an historic structure survey of unincorporated Seward and Na-Au-Say Townships.

REVIEW PERMIT REPORT:

The Committee reviewed the report.

REVIEW REVENUE REPORT:

The Committee reviewed the report.

CORRESPONDENCE

None

COMMENTS FROM THE PRESS:

None

EXECUTIVE SESSION

None

ADJOURNMENT:

Member Flowers made a motion, seconded by Member DeBolt, to adjourn. With a voice vote of four (5) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 6:50 p.m.

Minutes prepared by Wanda A Rolf, Part-Time Office Assistant



KENDALL COUNTY OFFICE OF THE SHERIFF



Dwight A. Baird, Sheriff 1102 Cornell Lane Yorkville Illinois 60560 Phone: 630-553-7500 Fax: 630-553-1972 www.kendallcountyil.gov/offices/sheriff

TO:

SHERIFF DWIGHT BAIRD

FROM:

COMMANDER NANCY VELEZ

SUBJECT: ARAMARK AMENDMENT

DATE:

02/21/2025

CC:

AS NEEDED

Sheriff Baird,

I am requesting that we enter into the attached Amendment No. 1 to Agreement for Food Services. When we entered into this agreement on September 11, 2022, Aramark provided sliding scale pricing for the first two fiscal years and a condition for us to accept either a 10% increase or the CPI% whichever was lower at the time for FY24 and FY25. This was based on an average daily population (ADP) of 80 or more. This amendment provides the pricing for FY24 (6.53%) and FY25 (4%). It also provides for prices for an ADP of 50 or more.

We planned an increase for FY24 and FY25. In FY24 we came in under budget. In FY25 we are projecting to be within our budgeted amount.

Thank you for your consideration in this matter. Aramark has been providing an essential service for the inmates, and they have done so in a professional manner. We look forward to our continued partnership with them.

COMMANDER NANCY VELEZ

Kendall County Sheriff's Office 1102 Cornell Lane

Yorkville IL 60560

Amendment No. 1 to Agreement for Food Services

THIS AMENDMENT NO. 1 (the "Amendment"), is entered into this 20th day of December, 2024 by and between the County of Kendall, Illinois, a unit of local government of the State of Illinois (the "County"), the Kendall County Sheriff's Office ("KCSO"), and Aramark Correctional Services, LLC, a Delaware limited liability company, having a place of business at the 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Contractor").

WITNESSETH:

WHEREAS, County, KCSO and Contractor entered into an Agreement for Food Services dated September 11, 2022 (the "Agreement"), which was extended by mutual agreement until November 30, 2024, for the management of the food service operation at the Kendall County Jail, located at 1102 Cornell Lane, Yorkville, Illinois, 60560 (the "Facility");

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective December 1, 2023 (the "Effective Date").

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in said Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

- 1. Term: In accordance with Paragraph 4 of the Agreement, the parties agree to extend the term of the Agreement through November 30, 2025.
- 2. Price Per Meal: The parties mutually agree that the price per meal charged to County by Contractor shall be as set forth on Attachment A, attached hereto. The price per meal shall be effective as set forth on Attachment A, and shall supersede all other price per meal set for in the Agreement or any prior agreements between the parties.
- 2. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No.1 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC	County of Kendall, Illinois
DocuSigned by:	
By: Stephen Yarsinsky	By:
Stephen Yarsinsky	Name:
Vice President, Finance	Title: Kendall County Board Chairman
Date: 12/23/2024	Date:
	Ву:
	Name:
	Title: Kendall County Clerk/Recorder
	Date:
	Kendall County Sheriff's Office
	Ву:
	Name: Dwight Baird
	Title: Kendall County Sheriff
	Date:

Attachment A Kendall County Jail Kendall County, Illinois Effective December 1, 2023 through November 30, 2025

Effective December 1, 2023 through November 30, 2024

Inmate Population	Price Per Meal		
Less than 80	Negotiate		
80-89	\$3.280		
90-99	\$3.018		
100-109	\$2.806		
110-119	\$2.623		
120-129	\$2.477		
130-139	\$2.350		
140-149	\$2,245		
150-159	\$2.152		

Effective December 1, 2024 through November 30, 2025

Inmate Population	Price Per Meal		
Less than 50	Negotiate		
50-59	\$4.534		
60-69	\$4.010		
70-79	\$3.649		
80-89	\$3.412		
90-99	\$3.139		
100-109	\$2.919		
110-119	\$2.728		
120-129	\$2.576		
130-139	\$2.444		
140-149	\$2.335		
150-159	\$2.238		



Kendall County Agenda Briefing

Meeting Type: County Board

Meeting Date: Meeting 3/18/2025

Subject: Approval of Service agreement between Kendall County and the

City of Aurora for the Provision of Demand Response Transportation

Prepared by: Jennifer Breault, PCOM

Department: Administration

Action Requested:

Approval of Service agreement between Kendall County and the City of Aurora for the Provision of Demand Response Transportation

Board/Committee Review:

N/A

Fiscal impact:

\$13,370to Kendall Area Transit

Background and Discussion:

This document constitutes an agreement between Kendall County and the City of Aurora for the provision of public transportation services by Kendall Area Transit within the boundaries of the City of Aurora. This contract is effective for a three-year period, commencing on January 1, 2025, and concluding on December 31, 2027. The City of Aurora agrees to remit an annual payment of \$13,370 to Kendall County for the services rendered by Kendall Area Transit pertaining to public transportation.

Staff Recommendation:

Approval of Service agreement between Kendall County and the City of Aurora for the Provision of Demand Response Transportation

Attachments:

Service agreement between Kendall County and the City of Aurora

Service Agreement between Kendall County and City of Aurora for the Provision of Demand-Response Transportation

WHEREAS, this Service Agreement, hereinafter referred to as the "Agreement," is made by and between Kendall County, Illinois, hereinafter referred to as the "County," and City of Aurora hereinafter referred to as "City of Aurora"; and

WHEREAS, it is the mutual concern of the parties hereto that the transportation services provided hereunder be of high professional quality; and

WHEREAS, the County agrees to provide community and public transportation services in Kendall County (hereinafter referred to as the "Service Area").

WITNESSETH

For and in consideration of the mutual covenants, and benefits hereinafter set forth, the County and City of Aurora agree as follows:

Section A. Effective Date, Service Area, Term, Termination

- 1. **Effective Date**. This Agreement shall be effective January 1st, 2025, upon execution by County and City of Aurora. The County hereby agrees to operate a demandresponse transit system commonly known as Kendall Area Transit, hereinafter referred to as "KAT".
- 2. **Service Area**. City of Aurora authorizes the County to provide community and public transportation services within the limits of City of Aurora hereinafter referred to as "Service Area."

3. Term; Termination.

- a. This Agreement shall remain in effect until December 31st, 2027. However, this Agreement may be terminated before December 31st, 2027, if City of Aurora provides sixty (60) days advance written notice to the County of its intent to terminate this Agreement.
- b. The County shall have the right to terminate this Agreement before December 31st, 2027, upon giving sixty (60) days written notice to City of Aurora.
- c. This Agreement may, if agreed to in writing by all parties prior to termination date, be extended by an additional two-year term. Any such extensions shall be executed by all parties no later than thirty (30) days prior to the termination date.

Section B. Description of Service

- 1. The County shall provide demand-response (dial-a-ride, paratransit) transportation service to the residents of City of Aurora in the same manner provided to residents of other communities within the County of Kendall that annually contribute funding towards the KAT program.
- 2. **Dial-a-ride Service**. KAT is the community and public transportation program of Kendall County. KAT transportation services are generally known as demand-response, also known as dial-a-ride and paratransit. KAT is operated for the general public, with special emphasis on service for senior citizens and persons with disabilities. KAT is administered by the County of Kendall. KAT demand-response service is available Monday through Friday from 6:00 a.m. to 7:00 p.m., except holidays. Fares range from \$2-\$5 for a one-way trip. All rides are pre-arranged by calling the KAT dispatch center, and all rides are based on vehicle space and availability. Service will be provided to Kendall County locations, with designated out-of-county locations, restricted mostly to medical, social services, and educational facilities. All fares and routes are subject to change at KAT's sole discretion.
- 3. **Changes to Service**. The County reserves the right to adjust the demand-response transportation services provided under the terms of this Agreement. Where appropriate, the County will consider input provided by City of Aurora before implementing changes. However, both parties understand and agree that the County reserves final decision-making authority regarding adjustments in the dial-a-ride transportation service.

Section C. General Requirements

- 1. **Personnel.** The County shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system for City of Aurora residents. The County agrees that all services to be undertaken by the County shall be carried out by competent and properly trained personnel. The City of Auora understands and agrees that the County may contract with an outside vendor to operate the KAT system.
- 2. **Operation**. The County shall operate the transportation system for City of Aurora residents on the days, during the hours and over the routes with such scheduling, and at such fares as in accordance with Section B of this Agreement.

Section D. Payment

1. Beginning January 1st, 2025, City of Aurora will provide \$13,370 annually to the County in bi-annual payments. This compensation will be used as local match funding for various State and Federal transportation grants. Issuance of payment will adhere to the following schedule:

- a. Fiscal Year 2025: \$13,370
 - Due May 15th, 2025: \$6,685
 - Due November 15th, 2025: \$6,685
- b. Fiscal Year 2026: \$13,370
 - Due May 15th, 2026: \$6,685
 - Due November 15th, 2026: \$6,685
- c. Fiscal Year 2027: \$13,370
 - Due May 15th, 2027: \$6,685
 - Due November 15th, 2027: \$6,685
- 2. Payment shall be remitted to Kendall County's address: Kendall Area Transit 111 West Fox Street, Yorkville, IL 60560
- 3. In the event the Agreement is terminated as described in Section A.3, City of Aurora will reimburse all expenses incurred by the County in the provision of services, including any eligible expenses that may be incurred after the termination date.

Section E. Notices

1. Any notices directed to the County shall be sent to:

Kendall County Administration c.c. Kendall County State's Attorney

111 West Fox Street

Yorkville, IL 60560 807 John Street Fax (630) 553-4171 Yorkville, IL 60560 fax (630) 553-4204

Section F. Miscellaneous

- 1. **Grant Funds**. Compensation under this Agreement is considered funding of last resort and is not intended to replace other State and Federal program obligations.
- 2. **Force Majeure**. The County shall not be liable for any failure, delay or interruption of service nor for failure or delay in performance of any obligations under this Agreement due to strikes, lockouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel supplies or parts, and any similar acts beyond the control of the County.
- 3. **Modifications**. No modification, additions, or deletion of this Agreement shall be effective unless and until such changes are approved in writing by all parties to the Agreement.

- 4. **Non-Discrimination.** City of Aurora 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 Americans 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. City of Aurora 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. The City of Aurora shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.
- 5. Choice of Law and Venue. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and, if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

Entire Agreement. The Agreement and any addenda constitute the entire agreement between City of Aurora and the County. If any provision of the Agreement is in conflict with the laws of the State of Illinois or the States of America, said provision shall be considered invalid and the remaining provisions shall remain in force. This Agreement supersedes all prior agreements and understandings, whether written, or oral, between City of Aurora and the County with respect to the subject matter hereof.

IN WITNESS WHEREO signed, sealed, and attests	•		ent and authorized it to be rained approved the
Agreement and authorized to be signed by			and to be sealed and
attested to by	on this	day of	, 2025.
KENDALL COUNTY		City of Aurora	
BY:		BY:	
WITNESS:		ATTEST:	



Kendall County Agenda Briefing

Meeting Type: County Board

Meeting Date: 03/18/2025

Subject: Approval of an Employment Agreement with Dr. Gary Schlapp

Prepared by: Christina Burns, County Administrator

Department: Administration

Action Requested:

Approval of an employment agreement with Dr. Gary Schlapp as Administrator Veterinarian

Board/Committee Review:

Previous employment agreement approved at the March 19, 2024 County Board meeting

Fiscal impact:

\$15,000 annually budgeted in the Animal Control fund

Background and Discussion:

Dr. Gary Schlapp is currently employed with the County as Animal Control Veterinarian and Administrator through a one-year employment agreement that expires March 19, 2025. Dr. Schlapp provides various veterinary services for Kendall County Animal Control, including routine checkups and administering rabies vaccines. The Administrator Veterinarian also has authority in making determinations and evaluations regarding rabies quarantines and dangerous or vicious animal determinations.

The current agreement provides for one on-site visit each week unless excused by the Animal Control Director or County Administrator. Having the ability to conduct medical evaluations on-site reduces staff time in transporting animals and eliminate off-site veterinarian costs. Staff is recommending no changes to the agreement.

Staff Recommendation:

Forward to County Board approval of an employment agreement for Dr. Gary Schlapp.

Attachments:

Employment Agreement expiring March 20, 2025

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (hereinafter called "Agreement"), is made and entered into this 18th day of March, 2025, by and between the County of Kendall, Illinois, a unit of local government (hereinafter called the "Employer") and Dr. Gary Schlapp (hereinafter called the "Employee"), both parties understand and agree as follows:

WHEREAS, it is the desire of the Employer to continue to employ the services of the Employee as Kendall County Animal Control Veterinarian and Administrator pursuant to the Illinois Animal Control Act (510 ILCS 5/1 et seq.) ("Veterinarian") on an "at will" basis, and Employee desires to continue employment as the Veterinarian on an "at will" basis;

WHEREAS, it is the desire of the Employer and the Employee to enter into this Agreement effective March 21, 2025 through March 21, 2026 to establish certain terms and conditions of continued employment and to set the continued working conditions of said Employee;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree, as follows:

I. Recitals: The above recitals are hereby incorporated as if fully set forth herein.

II. <u>Description of Employment</u>

- A. During the term of this Agreement, Employer hereby agrees to employ Employee, and Employee agrees to provide to Employer the services required as Veterinarian for Employer.
- B. As Veterinarian, Employee shall perform all those functions and duties as set forth in the Veterinarian's job description, which is attached hereto as **Exhibit 1** and incorporated herein by reference. The Employer and Employee understand and agree that the job description attached as **Exhibit 1** may be amended at any time during the term of this Agreement by a majority vote of the Kendall County Board members present for aid vote. Upon approval of the amended job description by a majority vote of the Kendall County Board, the amended job description shall automatically replace **Exhibit 1** and be incorporated into this Agreement without any further action required by the parties to this Agreement.
- C. In addition to the services set forth in Paragraph II(B) above, Employee must conduct at least one (1) on-site visit at Kendall County Animal Control per workweek during the term of this Agreement, unless the on-site visit has been excused by the Kendall County Animal Control Director and/or the Kendall County Administrator. (The Employer's workweek runs from Saturday through Friday.) The purpose of the Employee's on-site visit shall be to assess and provide medical care to animals in the custody of Kendall County Animal Control; to order and

administer medications and vaccinations to the animals; and to answer the Kendall County Animal Control Director's questions. In the event the Employee is unable to complete the on-site visit during a given week, the Employee may "flex" that workweek's visit by conducting two on-site visits either the week prior or the week after the missed on-site visit.

- D. Employee shall represent and promote Kendall County to the best of Employee's ability, energy, and skill and shall address all the responsibilities associated with Veterinarian with due diligence. Furthermore, as Veterinarian, Employee shall abide by all state and federal laws, County ordinances, employee training requirements, and the Employer's policies and procedures, as may be in effect from time to time.
- E. Employer has provided to Employee, and Employee acknowledges receipt of, the Kendall County Employee Handbook. The terms and conditions of the Employee Handbook are hereby incorporated by this reference as though fully stated herein, except that to the extent that any terms and conditions in the Employee Handbook conflict with this Agreement, the term or condition stated in this Agreement shall control. Employee agrees to comply with all policies and procedures set forth in the Employee Handbook.
- F. Employer and Employee agree to the terms and conditions stated in the Employee Handbook, as may be amended, supplemented or modified from time to time in the sole discretion of the Employer by a majority vote of the Kendall County Board members present for said vote.

III. <u>Employment At Will</u>

Employee will be an "at-will" employee. As an "at-will" employee, Employee understands and agrees that Employee's employment as Veterinarian shall be subject to termination at any time, with or without cause. This Agreement is intended only as a written statement of the economic relationship of the parties, and not a guaranty of continued employment.

IV. Confidentiality

- A. Employee shall be exposed to confidential information while performing the duties as Veterinarian. For purposes of this Agreement, "confidential information" shall be defined as personal information Employee has obtained during Employee's employment regarding and/or relating to medical records, personnel information, and individuals' addresses, telephone numbers, driver's license numbers, dates of birth, and social security numbers.
- B. By signing this Agreement, Employee agrees that Employee shall not, at any time during and after Employee's employment, disclose any confidential information

except as required to perform Employee's assigned duties for the Employer or as required pursuant to applicable state and/or federal law or court order. In the event Employee is not certain whether Employee may disclose confidential information, Employee agrees to obtain approval from the Kendall County Administrator before Employee discloses the confidential information, to the extent permitted by law. Employee understands and agrees that any negligent or willful breach of confidentiality will be grounds for immediate discipline up to and including Employee's immediate termination of employment for cause.

C. The parties understand and agree that nothing in this Agreement shall prohibit, prevent or otherwise restrict the Employee's right (1) to report any good faith allegation of unlawful employment practices and/or alleged criminal conduct to the appropriate federal, state or local government agencies; (2) to participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws; (3) to make any truthful statements or disclosures required by law, regulation or legal process; and (4) to request or receive confidential legal advice.

V. <u>Performance Evaluations</u>

The Kendall County Board Chairperson, with input from the Kendall County Administrator, shall review and evaluate the performance of the Employee in writing at least once annually. The performance evaluation shall consist of a process, form, criteria, and format that is consistent with the Employer's performance evaluation procedures utilized for other County employees.

VI. Salary & Benefits

- A. **Base Salary.** The Employer agrees to pay the Employee for services rendered as the Veterinarian of Kendall County an annual base salary in the amount of fifteen thousand dollars and zero cents (\$15,000.00) per fiscal year, less applicable payroll withholdings. The Employer's fiscal year is December 1 through November 30th of the next subsequent year. The Employee's annual base salary amount for the Employer's fiscal year 2024-2025 will be prorated based upon the effective date of this Agreement. The Employer shall pay the annual base salary to Employee in installments pursuant to the Employer's regular payroll schedule for other County employees.
- B. Paid Time Off. The Employee's accrual and use of vacation, personal/sick leave, and holidays will be the same as it is for the Employer's other non-union part-time employees, as stated in the Kendall County Employee Handbook, which may be amended from time to time by a majority vote of the Kendall County Board members present for said vote.

- C. **Timesheet.** To receive compensation and to comply with applicable wage and hour laws, the Employee must complete a weekly timesheet documenting all hours worked and dates the work was performed during the workweek. The timesheet must also identify whether an on-site visit was conducted by the Employee that workweek. The Employee must provide their weekly timesheet for the workweek to the Kendall County Animal Control Director and/or the Kendall County Administrator on or before 4:30 p.m. every Friday. The Employee's failure to provide a weekly timesheet will be deemed a violation of this Agreement.
- D. **Professional Memberships and Licensure.** Employee is responsible for all costs associated with Employee's licensing requirements, continuing education, and professional association memberships, unless otherwise approved in advance by the Kendall County Board Chairperson. Employee must maintain their State of Illinois Veterinary License and appropriate federal drug license(s) in good standing throughout the term of this Agreement. Employee must immediately notify Employer if Employee's license(s) is revoked at any time during the term of this Agreement.
- E. **Insurance Benefits.** Because Employee is a part-time employee, Employee is not eligible to participate in the Employer's health, dental and vision insurance plans.
- F. Employment Relationship. The salary and benefits set forth in this Agreement are contingent upon the existence of an actual employment relationship between the parties as herein defined. It is further understood that in the event the Employee resigns or the employment relationship is otherwise terminated, the Employee, the Employee's estate and heirs waive any claim for any additional salary and benefits except for (a) such salary installments that have accrued but are yet unpaid; and/or (b) any additional discretionary amount determined to be due and owing to Employee, as determined by a majority vote of the Kendall County Board members present for said vote.

VII. <u>Term and Termination of Employment</u>

- A. **Termination of Employment.** The Agreement shall commence on March 21, 2025 and shall remain in full force and effect until the close of business on March 21, 2026, provided, however, this Agreement may terminate at any time during the term of this Agreement upon the occurrence of any of the following:
 - 1. <u>By Employee.</u> Employee may terminate Employee's employment with the Employer at any time during the term of this Agreement by providing Employer with at least thirty (30) calendar days written notice prior to the date of termination. If Employee terminates the employment relationship during the term of this Agreement, Employee shall be paid the following

on or before the next regularly scheduled payroll date after Employee's last day of work:

- The base salary earned by Employee, up to and including Employee's last day of work for Employer; and
- ii. Any other accrued benefits earned by the Employee, up to and including Employee's last day of work for Employer, which Employer is required to pay out upon separation of employment pursuant to the Employer's policies and/or applicable state and federal law.
- 2. <u>By Employer.</u> Employee is an "employee at will". Therefore, Employer may dismiss Employee with or without cause at any time during the term of this Agreement, provided, however, the dismissal decision must be approved by the Kendall County Board Chairperson, with the consent of the Kendall County Board. If Employer dismisses Employee during the term of this Agreement, Employee shall be paid the following within one (1) month after the effective date of termination:
 - The base salary earned by Employee, up to and including Employee's last day of work for Employer;
 - ii. Any other accrued benefits earned by the Employee, up to and including Employee's last day of work for Employer, which Employer is required to pay out upon separation of employment pursuant to the Employer's policies and/or applicable state and federal law; and
- 3. <u>Upon Employee's Death</u>. In the event of Employee's death during the term of this Agreement, this Agreement shall automatically terminate, and no future payments and obligations shall arise.
- 4. <u>Upon Employee's Loss of Licensure</u>. In the event Employee's Veterinarian license and/or appropriate federal drug license(s) is revoked for any reason, this Agreement shall automatically terminate, and no future payments and obligations shall arise.
- B. Return of Employer's Property. Upon Employee's termination of employment for any reason, Employee agrees to return all materials of any type provided to Employee by Employer, including, but not limited to Employer's confidential information, cell phones, laptops/computers, tablets, computer hardware and software, cameras, files, recordings, keys, swipe cards, and any other equipment

and documents that Employee obtained during Employee's employment for Employer.

VIII. Notice

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by U.S. mail, postage prepaid, registered return receipt addressed to the following:

For Employer: Attention: Kendall County Clerk & Recorder, 502 S. Main Street, Yorkville, Illinois 60560, fax (630) 553-4119, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

For Employee: Dr. Gary Schlapp, 1022 Independence Blvd., Yorkville, Illinois 60560.

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of five (5) calendar days after the date of deposit of such written notice in the course of transmission in the U.S. Postal Service. The addresses as recited may be changed by the parties from time to time by hand delivering written notice thereof to the other party.

IX. <u>Indemnification</u>

Except for the willful and wanton misconduct of the Employee, the Employer shall defend, save, and hold harmless, and indemnify Employee against any tort, professional liability claim, or demand, or other legal action arising out of an alleged act or omission occurring in the performance of the Employee's duties as Veterinarian for Employer. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon with or without Employee's consent.

X. Miscellaneous

- A. **Affirmations.** By signing Employee's name below, Employee acknowledges and affirms the following:
 - 1. Employee has been advised in writing to consult with an attorney and has been provided with a period of at least twenty-one (21) days to consult with an attorney prior to signing this Agreement. Any proposed or actual modifications to this Agreement does not restart the 21-day consideration period.
 - 2. The consideration provided in Section VI of this Agreement constitutes monies and other benefits to which Employee otherwise would not be entitled, and that Employee is being paid these amounts in consideration for signing this Agreement.

- 3. Employee had a reasonable period of time to consider this Agreement and, for a period of seven (7) calendar days following Employee's execution of this Agreement, Employee may revoke the terms of this Agreement by a written document received by Employer on or before the end of the seven (7) calendar day period ("the Effective Date"). Employee shall send written notice of revocation along with any signed copies of the Agreement via United States mail, postage prepaid, addressed to the Employer, c/o Kendall County Clerk & Recorder, 502 S. Main Street, Yorkville, Illinois 60560.
- B. **Execution of Agreement.** 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.
- C. Paragraph Headings. The parties have inserted the paragraph headings and numbers for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.
- D. Waiver. The failure of either party to this Agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach or default by the other party of any term or provision of this Agreement will not operate as a waiver of any other breach or default.
- E. **Assignment.** Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- F. **Non-Discrimination.** Employee agrees not to commit unlawful discrimination and/or unlawful harassment. Employee agrees to comply with all applicable provisions of 1) the Illinois Human Rights Act, including the reporting requirements set forth therein, 2) Title VII of the Civil Rights Act of 1964, as amended, 3) the Americans with Disabilities Act, 4) the Age Discrimination in Employment Act, 5) Section 504 of the Federal Rehabilitation Act, and 6) all applicable rules and regulations.
- G. **No Contract Bar.** Employee certifies that Employee is 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).
- H. **Legal Remedies.** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity.

- I. Choice of Law and Venue. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions that can be given effect without the invalid provisison. 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.
- J. **Entire Agreement.** This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed and executed on its behalf by the Kendall County Board Chairperson, and duly attested by the Kendall County Clerk and Recorder, and the Employee has signed and executed this Agreement, the day and year first above written.

		KENDALL COUNTY, ILLINOIS (EMPLOYER)
		Matthew Kellogg Kendall County Board Chairperson
ATTEST:	Debbie Gillette, County Clerk Kendall County, Illinois	
		DR. GARY SCHLAPP (EMPLOYEE)
		Dr. Gary Schlapp
ATTEST:	Notary Public	

EXHIBIT 1

TITLE:

Administrator/Veterinarian

DEPARTMENT:

Animal Control

SUPERVISED BY:

County Administrator

FULL TIME/PART TIME: FLSA STATUS:

Part time Non-Exempt

UNION STATUS: APPROVED: Non-Union March 20, 2024

I. Position Summary:

This position, under the direction of the Kendall County Administrator, provides professional medical veterinarian services within Kendall County's Animal Control program. This employee is responsible for ensuring the humane treatment of animals while ensuring public safety regarding animal management issues, pursuant to the Illinois Animal Control Act (510 ILCS 5/1 et seq.) and applicable Kendall County ordinances. The work is performed under the direct supervision of the County Administrator, but extensive leeway is granted for the exercise of independent judgment and initiative.

II. Essential Duties and Responsibilities:

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

- 1. Primary duties include the performance of office or non-manual work directly related to the management and general operations of Kendall County Animal Control, which duties include, but are not limited to the following:
 - A. Fulfills the duties of Animal Control Administrator as set forth in the Illinois Animal Control Act (510 ILCS 5/1 et seq.)
 - B. Provides professional medical services for the animals within Kendall County's animal control program, which includes at least one (1) on-site visit per week.
 - C. Makes decisions regarding rabies observations and veterinary medical concerns for Animal Control and, in the event of an emergency, for Kendall County.
 - D. Responsible for the health of all animals in the care of Kendall County Animal Control.
 - E. Performs high quality shelter medicine with an emphasis on problem solving through physical examination and use of in-house diagnostics when possible. Triages and stabilizes ill and injured animals. Assesses quality of life of patients.
 - F. Euthanizes animals when necessary.
 - G. Collaborates with Kendall County Animal Control Director and Animal Control Officer on cases recommending dangerous or vicious dog determinations.
 - H. On call for in person response for large scale cases such as hoarding, blood sports, and commercial breeding situations. On call for consult for cases regarding rabies control and other cases as needed.
 - I. Actively monitors disease and animal control policy issues affecting Kendall County and its residents on the local, state, and national level.
 - J. Orders and maintains control of restricted drugs and vaccinations.
 - K. Assists the Kendall County Animal Control staff with responding to citizens' questions and comments in a courteous and timely manner.
 - L. Performs staff training, as needed, and coordinates the work of Animal Control staff in the medical treatment of animals under the care of Animal Control.
 - M. Assists the Director with development of policies and procedures used in the medical care, prognosis, and euthanasia of animals in the care of the Kendall County Animal Control Department.

- 2. Attends meetings, conferences, workshops, and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas.
- 3. Attends Kendall County Board and committee meetings, as needed.
- 4. Must be able to operate Kendall County vehicles and to drive to offsite locations to perform assigned job duties.
- 5. Must be available after hours and on weekends, as needed, to respond to emergency calls from Kendall County Animal Control.
- 6. Prepares routine correspondence and other Animal Control documents related to assigned job duties.
- 7. Complies with all applicable state and federal laws and regulations.
- 8. Complies with all applicable Kendall County policies and procedures.
- 9. Performs other duties and responsibilities, as assigned.

III. 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.

1. Language Skills:

- A. Ability to research, read, and interpret documents and simple instructions.
- B. Ability to prepare documents, reports, minutes, agendas, and correspondence.
- C. Ability to speak effectively with the public, employees, volunteers, outside entities, law enforcement personnel, vendors, and the County's elected officials and department heads in both one-on-one and group settings.
- D. Ability to communicate effectively in writing and over the telephone.
- E. Ability to listen and understand information and ideas.
- F. Detail-oriented.
- G. Requires a proficient understanding of the English language, spelling, and grammar.

2. Mathematical Skills:

- A. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- B. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- C. Ability to read and understand basic workplace data, such as simple forms, tables, graphs, schedules, etc.

3. Reasoning Ability:

- A. Ability to deal with problems involving several concrete variables in standardized situations.
- B. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- C. Ability to medically diagnose and treat animals in the custody of Kendall County Animal Control.

4. Certificates, Licenses, and Registrations:

- A. Valid and current Illinois Veterinary License and appropriate federal drug license(s).
- B. Valid and current Illinois driver's license

C. Any and all other certificates and registrations as required for the specific duties performed.

5. Other Skills, Knowledge and Abilities:

- A. Ability to excel under pressure and in stressful situations.
- B. Ability to maintain best practices for animal handling skills, responding to animal behavior, and animal care.
- C. Ability to carry out duties with minimal supervision.
- D. Ability to maintain confidentiality.
- E. Displays a positive, cooperative, and team orientated attitude, committed to working in a safe and quality environment.
- F. Must be a team player committed to working in a quality environment.
- G. Must possess excellent prioritization skills and the ability to meet deadlines.
- H. Proficient knowledge of MS Word, Excel, Outlook, PowerPoint, and Chameleon software products.
- I. Knowledge of office practices, principles of modern record keeping, and maintaining filing systems.
- J. Skills in operating a personal computer, facsimile machine, and telephone.

6. Education and Experience:

- A. Minimum of a Doctoral Degree of Veterinary Medicine from an accredited college or university.
- B. Minimum 2 years performing veterinary medicine.
- C. Minimum 1 year performing shelter medicine.
- D. Experience performing complex and responsible administrative duties.
- E. Experience with Chameleon Software products, preferred.

IV. Physical Demands:

While performing the duties of this job, the employee is frequently required to:

- A. Occasionally lift and/or move up to 120 pounds, with or without assistance, including live animals;
- B. Lift and/or move up to 50 pounds, including live animals;
- C. Occasionally handle large, active, aggressive, and/or vicious animals;
- D. Reach, push and pull with one and/or both hands and arms;
- E. Stoop, kneel, crouch, crawl, walk, run;
- F. Bend over at the waist and reach with one and/or both hands and arms;
- G. Talk and hear in person and via use of telephone;
- H. Operate County vehicles and safety equipment;
- I. Specific vision abilities include close and distance vision, depth perception; and
- J. Travel independently to other locations to perform assigned responsibilities.

V. Work Environment:

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

- A. Inside and outside environmental conditions, subject to all weather elements, including extreme weather conditions;
- B. All lighting conditions, including but not limited to, daylight and night/low light, with and without artificial light available, indoors and outdoors;

- C. Exposed to potentially volatile situations which can present risk of violence or injury;
- D. The noise level in the work environment varies from moderate to noisy inside;
- E. May be exposed to stressful and difficult situations while working with users, law enforcement, County staff, elected officials, vendors, and the general public;
- F. Continuously exposed to animals of all varieties, animal noises, hair/dander, and smells, including industrial cleaning products; and
- G. Must be able to perform all assigned job duties during normal business hours and outside of normal business hours.

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

Employee Receipt Acknowledgement & Signature	Date
Signature of Supervisor	Date
cc: personnel file, employee	



Kendall County Agenda Briefing

Meeting Type: Planning, Building and Zoning

Meeting Date: 3/18/2025

Subject: Text Amendment Pertaining to Parking Regulations in the Front Yard Setback

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 24-35, A Request from the Kendall County Regional Planning Commission for Text Amendments to the Kendall County Code Amending Parking Regulations in Front Yard Setbacks

Previous Board/Committee Review:

ZPAC – Approval of Original Proposal – 7-0-3 on November 5, 2024

Kendall County Regional Planning Commission – Approval of Clarified Proposal – 10-0 on January 22, 2025

Kendall County Zoning Board of Appeals – Approval of Clarified Proposal – 7-0 on January 27, 2025

Kendall County Planning, Building and Zoning Committee – Approval of Clarified Proposal – 5-0 on March 10, 2025

Fiscal impact:

N/A

Background and Discussion:

During the review of the special use permit for a landscaping business between 3900 and 3716 Stewart Road, Staff was requested to investigate allowing parking in a portion of the required front yard setbacks.

The front yard setbacks for properties zoned A-1 are one hundred fifty feet (150') from the centerline and one hundred feet (100') from the right-of-way line.

The consensus among the members of the Kendall County Regional Planning Commission was that this requirement was too large and prevented property owners from using their land effectively.

The clarified proposal is as follows:

"No parking and drive aisles are permitted in a required front setback except the interior one-half (½) of the front yard in A-1 Agricultural District, M-1 Limited Manufacturing District, or M-2

Heavy Industrial District. Specifically, in the A-1 Agricultural District, no parking is allowed in the exterior seventy-five feet (75') from the centerline for properties where the right-of-way was not dedicated and the exterior fifty feet (50') from the right-of-way line where a right-of-way existed."

The complete record can be found here, https://www.kendallcountyil.gov/home/showpublisheddocument/31508/638736633240630000.

Staff Recommendation:

Approval

Attachments:

Draft Ordinance

ORDINANCE NUMBER 2025-

TEXT AMENDMENTS PERTAINING TO PARKING REGULATIONS IN FRONT YARD SETBACKS IN THE ZONING CHAPTER OF THE KENDALL COUNTY CODE

<u>WHEREAS</u>, Section 36-42 of the Kendall County Code permits the Kendall County Board to approve text amendments and provides the procedure through which text amendments are granted; and

<u>WHEREAS</u>, Section 36-1013 (f) (6) (a) (1) of the Kendall County Code forbids parking and driving aisles in a required front yard setback except the interior one-half (1/2) of the front yard in an M-1 Limited Manufacturing District or M-2 Heavy Industrial District; and

<u>WHEREAS</u>, the Kendall County Regional Planning Commission, hereinafter be referred to as "Petitioner", desires to allow parking in a portion of the front yard setback on properties zoned A-1 Agricultural District; and

<u>WHEREAS</u>, on or about October 23, 2024, the Petitioner submitted text amendments to the Kendall County Code allow parking in the interior seventy-five feet (75') from the centerline where the right-of-way was not dedicated and the interior fifty feet (50') from the right-of-way line where a right-of-way existed on properties zoned A-1 Agricultural District; and

<u>WHEREAS</u>, following due and proper notice by publication in the Kendall County Record on November 21, 2024, the Kendall County Zoning Board of Appeals initiated a public hearing on December 16, 2024, at 7:00 p.m., in the County Office Building, at 111 W. Fox Street, in Yorkville, and continued the public hearing to January 27, 2025, at 7:00 p.m., in the Historic Court House, at 110 W. Madison Street, in Yorkville, at which the Petitioner presented evidence, testimony, and exhibits in support of the requested text amendment and zero members of the public testified in favor or in opposition to the request; and

<u>WHEREAS</u>, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has recommended approval of the text amendments on January 27, 2025; and

<u>WHEREAS</u>, 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 forwarded to the Kendall County Board a recommendation approval of the requested text amendments; and

<u>WHEREAS</u>, the Kendall County Board has considered the recommendations of the Planning, Building and Zoning Committee and 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, that the Kendall County Code be amended as follows:

I. Recitals: The recitals set forth above are incorporated as if fully set forth herein.

II. Amended Text: The present language contained in Section 36-1013 (f) (6) (a) (1) of the Kendall Code is hereby amended to read as follows:

"No parking and drive aisles are permitted in a required front setback except the interior one-half (½) of the front yard in an A-1 Agricultural District, M-1 Limited Manufacturing District, or M-2 Heavy Industrial District. Specifically, in the A-1 Agricultural District, no parking is allowed in the exterior seventy-five feet (75') from the centerline for properties where the right-of-way was not dedicated and the exterior fifty feet (50') from the right-of-way line where a right-of-way existed."

<u>IN WITNESS OF</u>, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 18th day of March, 2025.

Attest:	
V - 1 11 C t- C1 - 1	W = 1.11 C === t = D == 1.01 = 1 === 1
Kendall County Clerk	Kendall County Board Chairman
Debbie Gillette	Matt Kellogg

FAP 326

IL 47 from Waterpark Way to Jericho Road

State Section: 2020-198-W&T County: Kane and Kendall

Job No.: C-91-396-20 Contract No.: 62M71

Agreement No.: JN-125-011

AGREEMENT

This Agreement entered into this ______day of _______, 20____A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and KENDALL COUNTY of the State of Illinois, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 11,900 lineal feet of FAP Route 326, IL 47 from Waterpark Way to Jericho Road, identified as STATE Job No.: C-91-396-20, Contract Number 62M71, STATE Section No. 2020-198-W&T as follows:

The general scope of work consists of pavement reconstruction with add lanes and culvert replacements along the IL 47 corridor. This includes replacing an existing prestressed concrete deck beam bridge along Galena Road over Rob Roy Creek with a triple cell 12' x 10' box culvert that is 76'-5" in length (SN 047-3180), traffic signal modernization, combination lighting, intersection lighting, a proposed 10' shared use path and sidewalk improvements and all other work necessary to

complete the improvement in accordance with the approved plans and specifications (such project being hereinafter referred to as the "Project" or the "improvement"); and

WHEREAS, the COUNTY has requested that the STATE include in its contract combination lighting at IL 47 and Galena, and

WHEREAS, the STATE has agreed to the COUNTY's request, and

WHEREAS, the COUNTY is desirous of said improvement in that same will be of immediate benefit to the COUNTY residents and permanent in nature and

WHEREAS, this Agreement is entered into by the parties under the authority granted under the Illinois Constitution and the Intergovernmental Cooperation Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- 1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids, and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
- The STATE agrees to pay for all right of way, construction, and engineering costs
 of the Project subject to partial reimbursement by the COUNTY, as hereinafter
 stipulated.

- It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.
- 4. The COUNTY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.
- 5. The COUNTY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the estimated amount to be appropriated set forth in Exhibit B proves to be insufficient to cover said cost.
- 6. The COUNTY further agrees that, upon award of the contract for this improvement, the COUNTY will pay to the STATE, in a lump sum from any funds allotted to the COUNTY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the Project, based upon final costs.
- 7. In order to evidence its approval of this Agreement, the COUNTY has adopted a resolution, will send a letter, or will sign the Plan Approval page, which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

- 8. The COUNTY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along IL 47 without the consent of the STATE.
- The COUNTY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
- 10. The COUNTY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
- 11. All COUNTY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 III. Adm. Code 530).
- 12. The COUNTY agrees to obtain from the STATE an approved permit for any COUNTY owned utility relocated/adjusted as part of the construction of this improvement and shall abide by all conditions set forth therein.
- 13. Upon final field inspection of the improvement and so long as IL 47 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and

gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

- 14. Upon final field inspection of the improvement, the COUNTY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE as shown in Exhibit D attached hereto, including the triple cell 12' x 10' box culvert that is 76'-5" in length along Galena Road over Rob Roy Creek (SN 047-3080), the waterway entering and exiting the box culvert on state ROW and COUNTY owned utilities including appurtenances thereto.
- 15. The COUNTY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction within the limits of the improvement as shown on Exhibit D attached hereto, including traffic lanes, turn lanes, adjacent curb and gutter or stabilized shoulders and ditches adjacent to the traffic and turn lanes, east and west of the stop line markings. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the COUNTY unless there is an agreement specifying different responsibilities.
- 16. The STATE and the COUNTY hereby understand and agree that this Agreement shall not require, nor confer, any additional responsibility on any of the parties to undertake maintenance, repairs, or improvements within the limits of the improvement, except as are already provided by law, separate Intergovernmental Agreement, or otherwise specifically described in this Agreement or any of its Exhibits..

- 17. The STATE retains the right to control the sequence of timing on the traffic signals.
- 18. It is mutually agreed that if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal, then the COUNTY agrees to be financially responsible for its proportionate share of the construction cost of such reconstruction/modernization in accordance with STATE policy to modernize or reconstruct said installation.
- 19. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-600-6598 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

Kendall County

111 West Fox Street

Yorkville, IL 60560

Obligations of the STATE and the COUNTY under this Agreement will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly, Federal funding source, the COUNTY, or other funding source fails to appropriate or otherwise make available funds for this Agreement.

This AGREEMENT may not be assigned by either party without the prior written consent of the other. This Agreement contains the entire agreement of the parties and supersedes and incorporates herein any other prior documents, instruments or writings on this subject.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upo	on and to the benefit of the parties hereto, their
successors and assigns.	KENDALL COUNTY
Au	By:(Signature)
Attest:	By: Matt Kellogg (Print or Type)
Clerk	Title: Kendall County Board Chair
(SEAL)	Date:STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION
	By: Trisha Thompson, P.E. Region Two Engineer
	Date:
	Job No.: C-91-396-20

58

Agreement No.: JN-125-011

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 326, IL 47, State Section No: 2020-198-W&T, Contract No. 62M71, the COUNTY agrees to that portion of the plans and specifications relative to the COUNTY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforedescribed proposed improvement.

Approved	Eig C Klem	
Title	Kendall County Engineer	
Date	3-3-25	

	FEDERAL		STATE	w	KENDALL COUNTY	YTNU0:	KANE COUNTY	YTNO	CITY OF YORKVILLE	RKVILLE	TOTAL
Type of Work	•	%	s	%	s,	%	•	%	49	%	s,
All roadway work excluding the following:	\$28,779,360	%08	\$7,194,840	20%							\$35,974,200
P&C Engineering (15%)	\$4,316,904	%08	\$1,079,226	20%							\$5,396,130
ROADWAY WORK											
Bristol Bay Extension									\$109,500	100%	\$109,500
P&C Engineering (15%)									\$16,425	100%	\$16,425
TRAFFIC SIGNALS											
IL 47 at Galena Road	\$336,960	80%	\$42,120	10%	\$42,120	10%					\$421,200
P&C Engineering (15%)	\$50,544	80%	\$6,318	10%	\$6,318	10%					\$63,180
Emergency Vehicle Pre-emption System Equipment									\$6,400	100%	\$6,400
P&C Engineering (15%)									096\$	4001	\$360
IL 47 at Jericho Road	\$341,360	80%	\$42,670	10%			\$42,670	10%			\$426,700
P&C Engineering (15%)	\$51,204	80%	\$6,401	10%			\$6,401	10%			\$64,005
IL 47 at Waterpark Way	\$269,760	%08	\$44,949	13.3%					\$22,491	6.7%	\$337,200
P&C Engineering (15%)	\$40,464	80%	\$6,742	13.3%					\$3,374	6.7%	\$50,580
Emergency Vehicle Pre-emption System									\$6,400	100%	\$6,400
P&C Engineering (15%)									096\$	100%	096\$
IL 47 at US30/Baseline Road	\$386,640	%08	\$96,660	20%							\$483,300
P&C Engineering (15%)	\$57,996	%08	\$14,499	20%							\$72,495
Emergency Vehicle Pre-emption System Equipment									\$8,600	100%	\$8,600
P&C Engineering (15%)									\$1,290	100%	\$1,290
STREET LIGHTING IL 47 at Galena Road - Combination					\$11.800	100%					\$11.800
Lighting Lighting (459.)					64 770	1000					64 770
IL 47 at Waterpark Way - Combination					·				\$7,300	100%	\$7,300
P&C Engineering (15%)									\$1,095	100%	\$1,095
IL 47 at US 30/Baseline Road - Full	\$353.920	80%	\$88.480	20%							\$442.400
Intersection Lighting	923 000	700'0	\$42.070	/000							488 380
ac Englised in (10%)	000,000	3	413,514	8/07							000,000
UTILITY ADJUSTMENTS											
Fire Hydrants to be Adjusted									\$2,000	100%	\$2,000
P&C Engineering (15%)			0	70007					\$300	100%	\$300
waternam			\$1,084,000	8001							\$1,084,000
P&C Engineering (15%)			\$162,600	100%							\$162,600
TOTAL	\$35,038,200	200	\$9,882,777	2,777	\$62	\$62,008	\$49,071	071	\$187	\$187,095	\$ 45,219,150

EXHIBIT A

Exhibit B FUNDING RESOLUTION

WHEREAS, the KENDALL COUNTY (COUNTY) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of IL 47 from Waterpark Way to Jericho Road, known as Contract No. 62M71, STATE Section No.: 2020-198-W&T; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the COUNTY to appropriate sufficient funds to pay its share of the cost of said improvement.

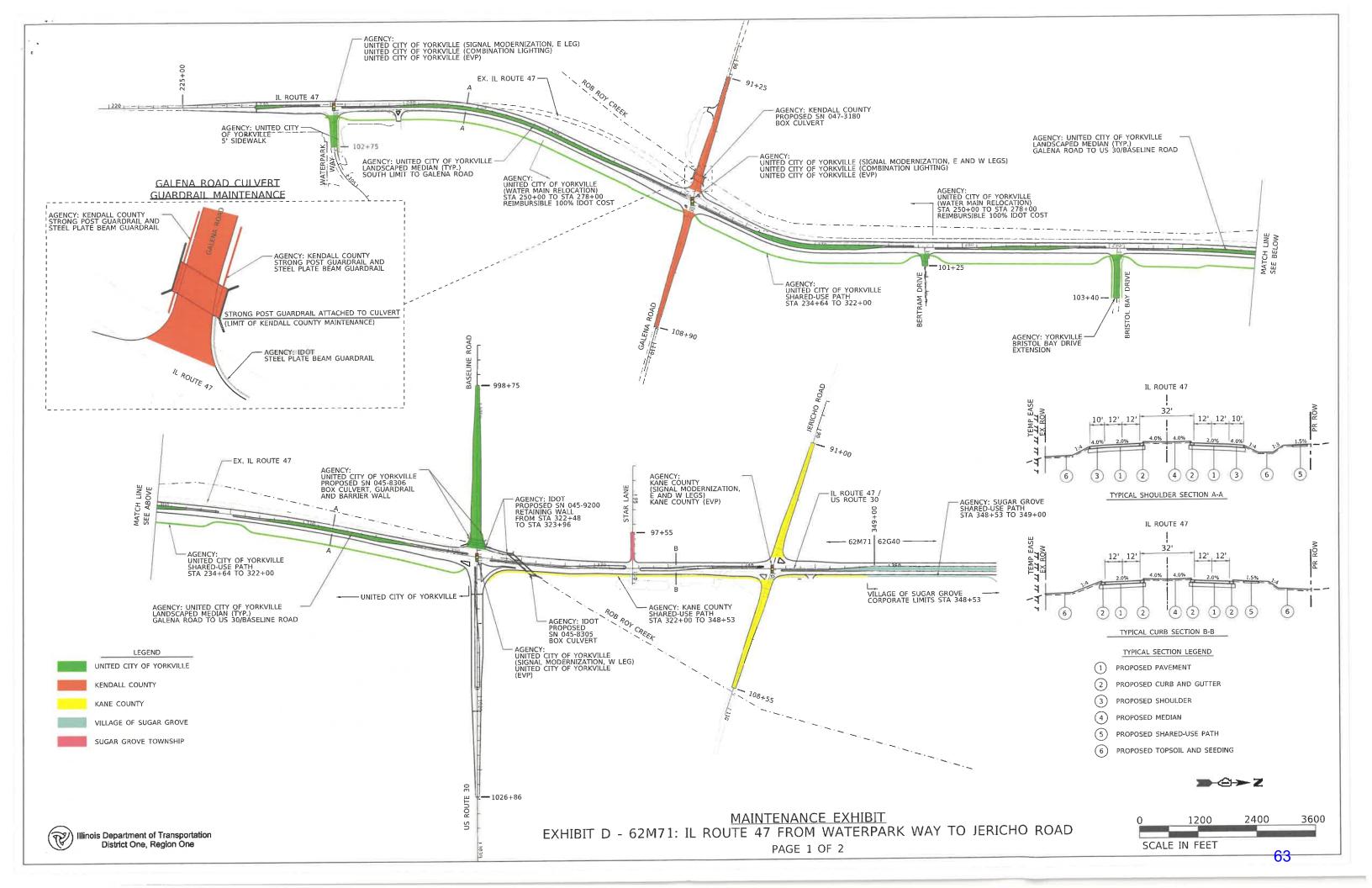
NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Sixty-Two Thousand and Eight Dollars (\$62,008) or so much thereof as may be necessary, from any money now or hereinafter allotted to the COUNTY, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

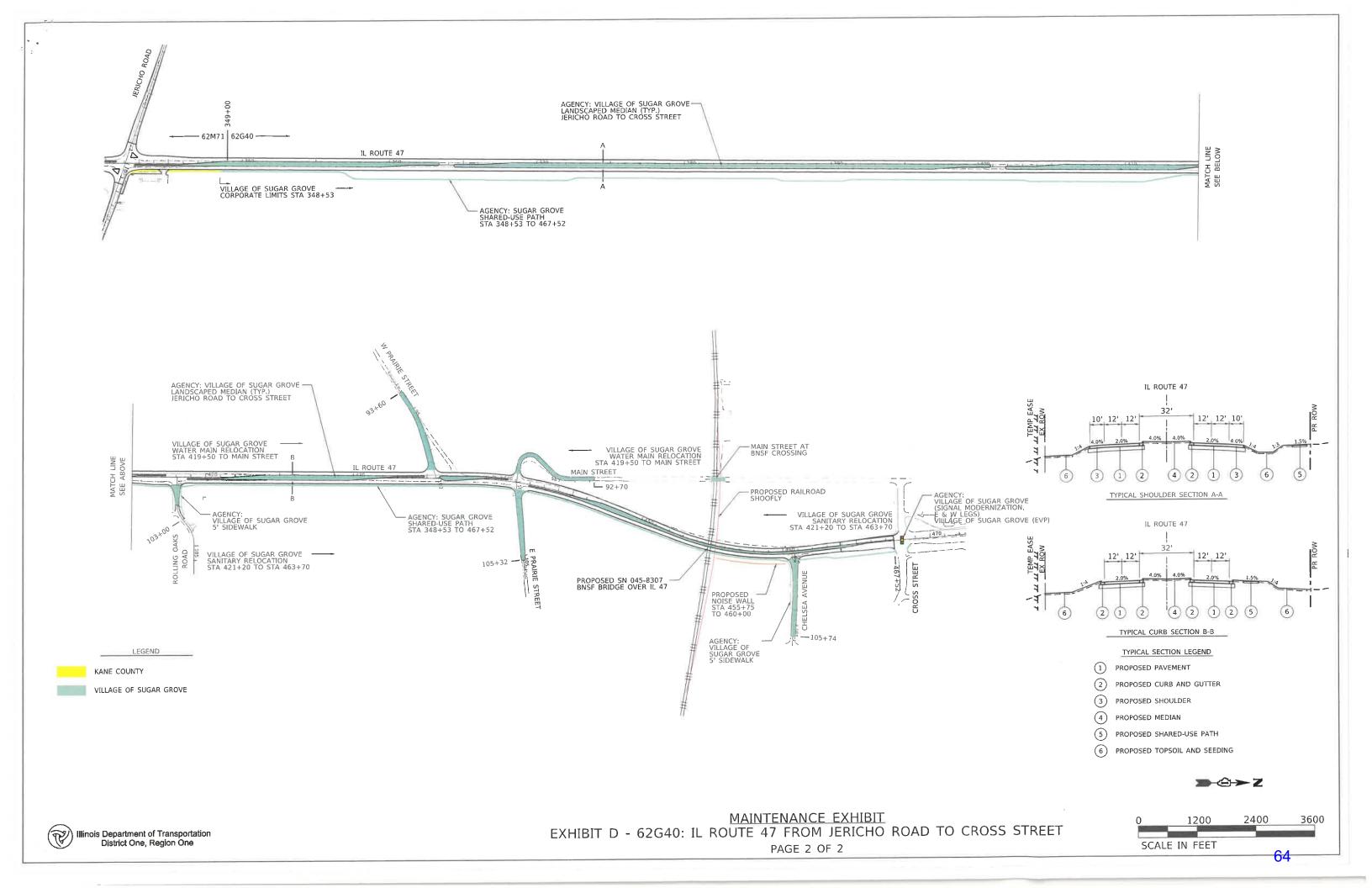
BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the COUNTY will pay to the STATE in a lump sum from any funds allotted to the COUNTY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and, upon completion of the project, will pay to said STATE the remainder of its obligation, based on final costs; and

BE IT FURTHER RESOLVED, that the COUNTY agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS)	
COUNTY OF KENDALL)	
I,, COUNTY Clerk in and for t	he KENDALL COUNTY, hereby certify
the foregoing to be a true perfect and complete copy of the	e resolution adopted by the COUNTY
Board at a meeting on, 20 A.D.	
IN TESTIMONY WHEREOF, I have hereunto set my hand	seal this day of
20 A.D.	
	COUNTY Clerk

(SEAL)





Certificate of Authority by Vote

I, Debbie Gillette, hereby certify that I am the duly elected County Clerk of Kendall County ("Governmental Unit"). I hereby certify the following is a true copy of a vote taken at a meeting of the Kendall County Board, duly called and held on March 18, 2025, at which a quorum of the Members was present and voting.

Voted: That Francis C. Klaas, P.E., Kendall County Engineer, is duly authorized to enter into contracts, to include joint participation agreements, on behalf of Kendall County with the State of Illinois and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract or joint participation agreement to which this certificate is attached. I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Governmental Unit. To the extent that there are any limits on the authority of any listed individual to bind the Governmental Unit in contracts with the State of Illinois, all such limitations are expressly stated herein.

Dated:	Attest:		
		Debbie Gillette, Kendall County Cler	k

PIPELINE LICENSE

THIS PIPELINE LICENSE ("License") is made to be effective _______, 20___ (the "Effective Date") by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Licensor") and KENDALL COUNTY HIGHWAY DEPARTMENT, an Illinois municipality ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

- 1. <u>Grant of License</u>. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, 36 inches in diameter (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Oswego, County of Kendall, State of Illinois, Line Segment 0001, Mile Post 42.87 as shown on the attached Drawing No. 92825, dated December 12, 2024, attached hereto as <u>Exhibit "A"</u> and incorporated herein by reference (the "**Premises**").
- 2. <u>Term.</u> This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
- 3. <u>Existing Improvements</u>. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
- 4. <u>Use of the Premises</u>. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry stormwater, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
- 5. <u>Alterations</u>. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

- 6. <u>License Fee</u>. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Three thousand seven hundred and No/100 Dollars (\$3,700.00) as compensation for the use of the Premises.
- 7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
- 8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

- 9. <u>Reserved Rights of Use</u>. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
- 10. <u>Right to Require Relocation</u>. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

- 11. Construction and Maintenance of the Pipeline.
 - Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. Only in the event of emergency, Licensee shall notify Licensor's Roadmaster of entry onto the Premises, at the telephone 815-875-7369 or 815-246-9752, as soon as practicable and shall promptly thereafter follow up with written notice of such entry to the email provided above.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to Section 8. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of Section 8. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided,

however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
 - 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
 - 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

- 13. Liability and Indemnification.
 - 13.1 For purposes of this License: (a) "Indemnitees" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "Liabilities" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "Licensee Parties" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
 - 13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):

- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS.
- 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
- 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
- 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE. OR
- 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.
- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO (DEFINED BELOW). CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
- 14. Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

15. <u>Insurance</u>. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 <u>Workers' Compensation and Employers' Liability Insurance.</u>

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which
 the work or services under this agreement are to be performed. The policy will cover all
 of Licensee's employees, regardless of whether such coverage is optional under the law
 of that state(s).

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.
- 15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE. If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:
 - Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to remove any exclusion for punitive damages.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
 - The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

- □ Licensee may **elect** to participate in Licensor's Blanket Policy;
- Licensee **declines** to participate in Licensor's Blanket Policy.
- 15.5 <u>Intentionally deleted</u>.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.
- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured

- retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

- 15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.
- 15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

- 16. Compliance with Laws, Rules, and Regulations.
 - 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
 - 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "Safety Orientation") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
 - 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "Rights") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
 - Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
 - 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon

- request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or aboveground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

- 18. No Warranties.
 - 18.1 LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 - 18.2 LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.
- 19. <u>Disclaimer of Warranty for Quiet Enjoyment</u>. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
- 20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the prorata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

- 21. <u>Liens and Charges</u>. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
- 22. <u>Taxes</u>. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

- 23. <u>Default and Termination</u>. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
 - 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
 - 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
 - 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
 - 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
 - 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
 - 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
 - 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
 - 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or

- otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. <u>Successors and Assigns</u>. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this Section 26 shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation following the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

- 26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.
- 27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.

2650 Lou Menk Drive, MOB2

Fort Worth, TX 76131 Attn: Permits/Licenses

with a copy to: BNSF Railway Company

2650 Lou Menk Dr. Fort Worth, TX 76131

Attn: Senior Manager Real Estate

If to Licensee: Kendall County Highway Department

6780 Route 47 Yorkville, IL 60560 Attn: Francis C. Klaas, P.E.

- 28. <u>Survival</u>. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.
- 29. <u>Recordation</u>. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
- 30. <u>Applicable Law.</u> All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
- 31. <u>Severability</u>. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
- 32. <u>Integration</u>. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
- 33. <u>Joint and Several Liability</u>. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
- 34. <u>Waiver</u>. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. Interpretation.

- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
- 36. <u>Counterparts.</u> This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
- 37. <u>Licensor's Representative</u>. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE - SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation			
Ву:	Jones Lang LaSalle Brokerage, Inc. 2650 Lou Menk Drive, MOB2 Fort Worth, TX 76131		
Ву:			
	By: Patricia Villegas		
	Title: Vice President, Permits		
<u>LICENSEE</u> :			
Kendall County, an Illinois municipality			
By:			
- ,.	By: Matt Kellogg		

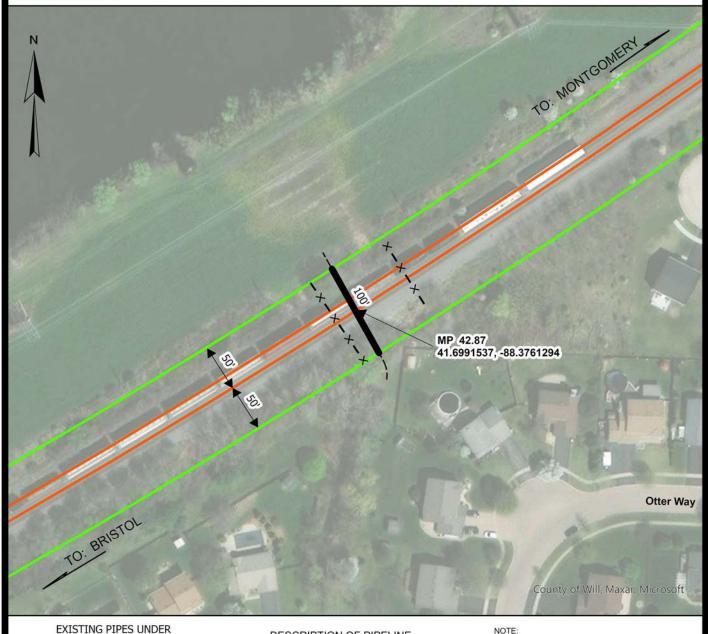
Title: Kendall County Board Chairman

SCALE:1 IN = 100 FT <u>CHICAGO</u> DIV. <u>MENDOTA</u> SUBDIV. L.S. <u>0001</u> MP: <u>42.87</u> DATE: 12/12/2024

EXHIBIT "A"

SECTION: <u>12</u> TOWNSHIP & RANGE: <u>37</u>N 7E

MERIDIAN: 3RD



× - × UNKNOWN AGREEMENTS TO BE ABANDONED		DESCRIPTION OF PIPELINE PIPELINE SHOWN BOLD		ABANDONMENT PIPE WILL NEED TO BE FILLED WITH FLOWABLE GROUT.	
	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	36"	(=)	LENGTH ON R/W:	100'	
CONTENTS:	STORMWATER		WORKING PRESSURE:	0 PSI	
PIPE MATERIAL:	STEEL		BURY: BASE/RAIL TO TOP		
SPECIFICATIONS / GRADE:	A139 GRADE B		OF CASING	11.5'	
WALL THICKNESS:	0.5"		BURY: NATURAL GROUND	6'	
COATING:	FBE	-	BURY: ROADWAY DITCHES	6'	
			CATHODIC PROTECTION	YES	
VENTS: NUMBER <u>0</u> SIZE NOTE: CASING TO BE JACK			GROUND		

OSWEGO

COUNTY OF KENDALL

STATE OF IL

JPM

January 13, 2025

Kendall County Highway Department Attention: Francis Klaas 6780 Route 47 Yorkville, IL 60560

Re: Decommission of Unpermitted pipeline

Dear Francis Klaas:

This letter is in response to the pipeline that Kendall County Highway Department must decommission that runs under BNSF tracks near Oswego, Kendall County, Illinois, around Line Segment 0001 near Mile Post 42.87.

24W-23357/BF-20547918

If applicable, the existing conduit/casing, that was unpermitted, shall be cut at least Thirty (30') feet from centerline of track at right angles to the track, capped and filled. The portion of the pipe that is on BNSF right of way shall be purged and capped within the zone of influence under the track with highly flowable controlled low-strength material (CLSM), lean cement pumped grout, or a combination of either sand and lean cement pumped grout or sand and highly flowable CLSM per BNSF Engineering Department. Clean soil will need to be place in the void where the pipeline was removed to 95% compaction. BNSF accommodation manual must be followed for shoring of pipe being cut Thirty (30') feet from centerline of track.

Licensee shall notify Licensor's Roadmaster, at Dustin Hartz, telephone 815-875-7369 or 815-246-9752 at least ten (10) business days prior to removal of the Pipeline and prior to entering the Premises to determine if flagging is required. You are also required to line locate all lines under the ground in the area of your digging at your expense. Also, before you can dig you must contact **BNSF DIG Hotline** at **1-800-533-2891** to locate all signal lines owned by BNSF.

Such termination shall not release any party hereto from any liability or obligation under the instrument(s) hereby terminated, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of said instrument(s) it is provided that anything shall or may be done after termination hereof.

Please acknowledge in the space provided below and return a copy to this office.

Should you have any questions relative to this matter, please contact me at (817) 352-1031.

Sincerely,

Chris McQuiniff Chris McQuiniff

Permit Manager

ACKNOWLEDGE AND ACCEPT:

Ву:	
Title:	Kendall County Engineer

Cc: Dustin Hartz – BNSF Roadmaster – dustin.hartz@bnsf.com Mark Anderson – BNSF Engineering – mark.anderson@bnsf.com





Fee Structure (effective 4/1/2023)

	Per Day up to 10 hours	Per hour over 10	Mobilizations	Additional Mobilizations
Inspector	\$1,400	\$155	\$400	\$400
RWIC*	\$1,400	\$155	0	\$400

* BNSF may provide BNSF personnel to serve as RWIC, to be invoiced separately by BNSF after completion of the project, in the event that you have paid for a RWIC with Wilson & Company but BNSF requires the use of BNSF personnel, you will be refunded any remaining balance with Wilson & Company after completion of the project.

BNSF Utility Inspector Coordinator Process

What to expect after your permit for utility installation is executed

Typical Time Frames*: INVOICE

(1-3 BUSINESS DAYS)

SCHEDULING

(MINIMUM 15 DAYS FROM CONFIRMATION OF PAYMENT)

CONSTRUCTION

VARIES

CLOSEOUT

VARIES

Permi



INFORMATION

(1-3 BUSINESS DAYS FROM

EXECUTION OF PERMIT)

Form Completed



Envoice Paid
&
Payment
Confirmed



Scheduling Completed



Construction Completed



Refund / Reconciliation Payment Due

Upon receipt of your executed permit, you will receive an email from Wilson and Company (BNSF's Scheduling Agent) with important information about how to schedule required inspector and Roadway Worker In Charge (RWIC) resources and a link to an online form which requests an estimated number of construction days requiring access to BNSF ROW and relevant licensee, contractor, and payment information.

Upon submittal, this information will be sent to Wilson & Company directly, and a copy will be sent to the email address provided for confirmation.

The information collected from the online form will be used to generate an invoice for prepayment of Inspector and RWIC services

Note that your permit must be fully executed by licensee and BNSF before Wilson & Company can begin the invoicing and scheduling process.

Payment is to be sent to Wilson & Company, Inc.

Payment options include:

- EFT
- Check
- Credit Card (a 3.29% credit fee charge will be added as a passthrough charge with no markup as a convenience to the payee)

Payment instructions such as ACH information and an address for check payment will be sent with the invoice.

The Wilson & Company Inspector Coordinator will work with you to schedule inspection and RWIC services as applicable for the period that construction will occur on, over, or under BNSF ROW.

A minimum lead time of 15 days from confirmation of payment and/or scheduled start date is required to give sufficient notice to BNSF Division personnel.

The Wilson & Company Inspector Coordinator will schedule inspection and RWIC services as required under your agreement, provide required notification to BNSF division personnel and coordinate BNSF signal and telecom location services prior to construction. A project start notification will be sent to BNSF, contractor, and licensee contacts as applicable documenting the completion of notification of all BNSF and project stakeholders.

Inspectors and RWIC are required for the duration of construction in which access is required on, over, or under BNSF ROW. This includes bores underneath BNSF tracks in which bore pits are located outside BNSF ROW limits until the casing/conduit is fully installed as permitted. Also, an inspector and possibly RWIC must be present to verify the final installation of carry pipe inside of the casing, installation of wire/cable inside of conduit, and any abandonment associated with the permit.

Inspection and RWIC service fees plus mobilization costs will be charged if the initial start date is canceled with less than 48 hours notice.

Once the project starts, a full day of inspection and RWIC service fees plus mobilization costs will be charged if 24 hours notice is not given to both inspector and RWIC personnel of canceled days or installation completion.

Wilson and Company will review Inspector records after project completion and determine if the amount that you have prepaid is correct.

If you have exceeded your estimated or paid days, an invoice will be generated to reconcile the difference.

If Inspector or RWIC overtime hours (>10 hours/day) were recorded, an invoice will be generated to reconcile the difference.

If the number of days paid exceeds the number of days worked, Wilson & Company will refund the balance back to the payee.

- Typical time frames are estimates only and are provided strictly for informational purposes. No guarantees of minimum or maximum times are expressed or implied.
- Note that projects on BNSF's Northwest and Montana divisions and projects if directed as such by local BNSF management may require a BNSF-provided flagger. Wilson & Company will provide the coordination to provide flagging on these projects, but note that BNSF will invoice separately for flagging services after the project is complete.

A positive balance of pre-paid inspection and/or RWIC days are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. It is the licensee's responsibility to ensure that a sufficient number of days to complete construction have been fully funded.



Kendall County Agenda Briefing

Meeting Type: County Board

Meeting Date: 3/18/2025

Subject: Budget Amendment for Children's Advocacy Center Victim Advocate

Prepared by: Christina Burns, County Administrator

Department: Administration

Action Requested:

Approval of 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.

Brenda Karales

First Assistant State's Attorney

Kendall County, IL 630-553-4157



Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 3/18/2025

Subject: Revised EMA Deputy Director Job Description

Prepared by: Leslie Johnson, Human Resources Director

Department: Human Resources Department

Action Requested:

To approve the revised EMA Deputy Director job description.

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 approve the revised EMA Deputy Director job description.

Attachments:

1. Revised EMA Deputy Director 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 <u>duties</u> including but not limited to the following:
 - 1. Assists the EMA Director with the instruction and supervision of subordinate command staff and EMA volunteers.
 - 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.

- 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)

- **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.

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 yearstwelve 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.

- **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 Acknowledge	ment & Signature	Date	
Signature of Supervisor		Date	

cc: personnel file, employee



Kendall County Agenda Briefing

Meeting Type: County Board

Meeting Date: 3/18/2025

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 July 31, 2027. This Lease Agreement may be terminated earlier than July 31, 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-fixture items, purchased by either the Tenant or the Landlord during the term of this Lease shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this Lease unless otherwise agreed to in writing by the parties. 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 PROPERY 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 July16, 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

504 South Main 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.

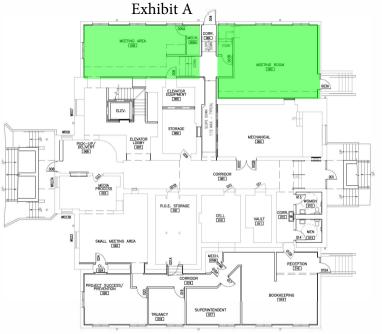
IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD:	TENANT:
Matt Kellogg	Nate Kloster

Executive Director Voluntary Action Center of DeKalb County

Exhibit B







LOWER FLOOR PLAN

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



Kendall County Agenda Briefing

Meeting Type:	County Board Meeting
Meeting Date:	3/18/2025
Subject:	Historic Kendall
Prepared by:	Meagan Briganti
Department:	GIS
Action Requested	d:
No action request	ed
Board/Committee	ee Review:
N/A	
Fiscal impact:	
N/A	
Background and	Discussion:
establish Kendall	map viewer displaying the original land patents that eventually grew to County. This work was completed by returning intern, Jack Lia, and new Angelova. This map is on our home page and available to the public.
Staff Recommen	dation:
Attachments:	

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



FEBRUARY

2025

Submitted by: Sheriff Dwight A. Baird

<u>OPERATIONS DIVISION</u>				
POLICE SERVICES	February-23	February-24	January-25	February-25
Calls for Service	589	661	675	667
Police Reports	336	337	351	309
Total Arrests	129	124	134	100
Ordinance Citations Issued	0	0	1	2
TRAFFIC SERVICES				
Traffic Contacts	524	626	495	521
Traffic Citations Issued	305	248	137	210
DUI Arrests	9	6	4	3
TRAFFIC CRASH INVESTIGATIONS				
Property Damage	39	32	57	36
Personal Injury	5	11	9	10
Fatalities	0	0	1	0
TOTAL CRASH INVESTIGATIONS	44	43	67	46
VEHICLE USAGE				
Total Miles Driven by Sheriff's Office	51,017	63,063	61,323	54,381
Vehicle Maintenance Expenditures	\$7,132	\$5,934	\$7,931	\$6,854
Fuel Expenditures	\$11,713	\$14,291	\$14,084	\$11,883
Fuel Gallons Purchased	3,919	4,689	4,833	3,991
Squad Damage Reports	0	0	1	1
AUXILIARY DEPUTIES				
Ride-A-Long Hours	0	0	0	0
Auxiliary Hours	28	35	15	32
TOTAL AUXILIARY HOURS	28	35	15	32
EVIDENCE/PROPERTY ROOM				
New Items into Property Room	174	69	97	86
Disposal Orders Processed	21	29	1	3
Items Disposed Of	91	87	14	4
Items Sent to Crime Lab for Processing	6	8	11	6
INVESTIGATIONS/COPS ACTIVITIES				
Total Assigned Cases (Patrol/Invest)	21	24	40	25
Total Closed Cases (Patrol/Invest)	13	33	30	28
Total Open Cases (Patrol/Invest)	96	76	128	125
Community Policing Meetings/Presentations	30	34	20	17
Sex Offender / Violent Offenders Against Youth Registration				
Sex Offender Registrations	11	9	10	11
Sex Offender - Address Verifications Completed	0	0	1	0
Sex Offender - Address Verification Attempted	0	1	1	0
Total # of Sex Offenders- Jurisdiction	31	34	32	32
Total # of Sex Offenders- Entire County	89	88	88	87
Violent Offenders Against Youth Registrations VOAY - Address Verification Completed	0 0	0 0	0 0	1 0
VOAY - Address Verification Attempted	0	0	0	0
Total # of VOAY- Jurisdiction	9	6	5	5
Total # of VOAY- Entire County	26	28	26	26
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Sales Conducted 4 1 1 CIVIL PAPERWORK Papers Filed/Received 81 147 206 Papers Served/Executed 65 129 162 CRDERS OF PROTECTION OP Received 11 8 18 OP Prohibiting Firearms 7 7 1 OP Served 4 1 18 REPLEVINS/LEVY Replevin/Levy Scheduled Replevin/Levy Conducted 0 0 0 SA, SUBPOENA &FOIA REQUESTS Electronic and Recording Copy Requests 65 74 60 Body/Dash Cam Requests na na na 9 Accident Reports 14 21 20 Background Checks 17 22 25 Reports 77 80 65 Subpoenas 5 2 4 TOTAL REQUESTS 178 199 183 WAR
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Papers Served/Executed 65 129 162
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Accident Reports 14 21 20 Background Checks 17 22 25 Reports 77 80 65 Subpoenas 5 2 4 TOTAL REQUESTS 178 199 183 WARRANTS Total Warrants on File 1,572 1,179 1,167 1 New Warrants Issued 94 92 114 Total Warrants Served 109 102 118 Warrants Quashed 17 19 20
17 22 25 25 25 25 25 25 2
Reports 77 80 65 Subpoenas 5 2 4 TOTAL REQUESTS 178 199 183 WARRANTS Total Warrants on File 1,572 1,179 1,167 1 New Warrants Issued 94 92 114 Total Warrants Served 109 102 118 Warrants Quashed 17 19 20
Subpoenas 5 2 4 TOTAL REQUESTS 178 199 183 WARRANTS Total Warrants on File 1,572 1,179 1,167 1 New Warrants Issued 94 92 114 Total Warrants Served 109 102 118 Warrants Quashed 17 19 20
TOTAL REQUESTS 178 199 183 WARRANTS Total Warrants on File 1,572 1,179 1,167 1 New Warrants Issued 94 92 114 Total Warrants Served 109 102 118 Warrants Quashed 17 19 20
Total Warrants on File 1,572 1,179 1,167 1 New Warrants Issued 94 92 114 Total Warrants Served 109 102 118 Warrants Quashed 17 19 20
Total Warrants on File 1,572 1,179 1,167 1 New Warrants Issued 94 92 114 Total Warrants Served 109 102 118 Warrants Quashed 17 19 20
New Warrants Issued9492114Total Warrants Served109102118Warrants Quashed171920
Total Warrants Served 109 102 118 Warrants Quashed 17 19 20
Warrants Quashed 17 19 20
EVICTIONS
Evictions Scheduled for Month 11 14 18
Evictions Cancelled 4 7 8
Evictions Conducted 7 7 10
FEES
Civil Process Fees \$3,431 \$4,276 \$7,240 \$4
Sheriff Sales Fees \$3,600 \$1,200 \$1,800 \$1
Records Fees/Fingerprinting \$210 \$440 \$270
Bond Processing Fees \$1,064 \$1,336 \$616 TOTAL FEES COLLECTED \$8,305 \$7,251 \$9,926 \$7
CORRECTIONS DIVISION
JAIL POPULATION
New Intake Bookings 205 184 255
Inmates Released 168 175 233
Federal Inmate ADP 17 11 6
Kendall County Inmate ADP 70 57 46
Other Jurisdictions Inmate ADP 4 7 11
Average Daily Population 91 75 63
ADP of inmates housed in other Jurisdictions 14 7 5
109

IAU MEAIC	F. h 22	F-h		F-h 25
JAIL MEALS Number of Meals Prepared Consolidated/Aramark	February-23 7,656	February-24 6,639	January-25 6,133	February-25 5,091
Price Per Meal	\$2.95	\$3.08	\$3.93	\$4.27
The Fel Weal	γ2.99	75.00	73.73	Ş4.27
INMATE TRANSPORTS				
To and From Kendall County Courthouse	37	45	51	41
Other County Court Transports	1	3	2	0
Out of County Prisoner Pickups	11	17	26	16
To I.D.O.C	0	2	1	0
Medical/Dental Transports	5	4	8	3
Court ordered medical transports	2	0	0	1
Juvenile To and From Youth Homes/Courts	11	14	0	11
Federal Transports	5	3	3	2
To and From Kane County Jail	24	9	5	2
TOTAL INMATE TRANSPORTS	96	97	96	76
INDIANE INCOME OF THE				
INMATE WORK CREWS	0	2	0	
Number of Inmates	0	2	0	0
Number of Locations	0	1	0	0
Total Hours Worked	0	9	0	0
REVENUE				
Amount Invoiced for Inmates Housed for Other Juris.	\$1,960	\$2,175	\$17,706	\$3,666
Amount Invoiced for Federal Housing	\$38,080	\$27,348	\$17,756	\$15,456
Amount Invoiced for Federal Court Transport	\$2,073	\$1,204	\$214	\$1,100
Amount Invoiced for Federal Medical Transport	\$82	\$230	, \$197	\$0
TOTAL INVOICED	\$42,195	\$30,957	\$35,873	\$20,222
MEDICAL BILLING				
Medical Contractual Services	\$17,383	\$21,917	\$24,115	\$0
Prescriptions	\$2,027	\$2,436	\$628	\$0
Medical	\$1,145	\$85	\$1,693	\$627
Dental	\$0	\$0	\$150	\$101
Emergency Medical Services	\$240	\$235	\$235	\$0
Medical Supplies	\$457	\$188	\$154	\$77
TOTAL MEDICAL BILLING	\$21,251	\$24,861	\$26,975	\$806
Housing Expense				
Kane County Jail	\$12,975	\$0	\$0	\$0
	, , - · · ·	7 -	* -	7 -
TOTAL HOUSING EXPENSE	\$12,975	\$0	\$0	\$0
COLIDT SECURITY				
COURT SECURITY Entries	9,956	9,940	11,362	11,044
Items X-rayed	4,738	4,200	4,548	5,163
Bond Call - In Person	4,738	90	122	73
Bond Call - Video	40	0	0	0
Kendall Prisoners	64	66	31	35
Other Prisoners	9	20	19	13
Arrests made at Courthouse	35	12	21	24
Contraband Refused	48	58	69	111
ELECTRONIC HOME MONITORING				
TOTAL DEFENDANTS ORDERED TO EHM	February-23	February-24	January-25	February-25
Juvenile	7	3	4	6

TOTAL PARTICIPANTS

Adult

0.1	F.L	F.L	1 25	F.1
Orders	February-23 68	February-24 68	January-25 54	February-25
Presentenced	32	31	29	21
Bischof	6	12	5	5
Post Sentenced	0	12	5	5
Days Defendants Served on EHM	February-23	February-24	January-25	February-25
Juvenile	121	72	114	114
Adult	1,810	1,996	1,583	1,331
TOTAL DAYS	1,931	2,068	1,697	1,445
EHM VIOLATIONS	February-23	February-24	January-25	February-25
Juvenile	0	0	0	0
Adult	5	5	5	8
TOTAL VIOLATIONS	5	5	5	8
COST vs. COLLECTIONS	February-23	February-24	January-25	February-25
Cost	\$5,079	\$5,439	\$4,463	\$3,800
Collected	\$4,677	\$3,663	\$7,313	\$3,662
VCCO TRAINING				
KCSO TRAINING				
CORRECTIONS DIVISION	February-23	February-24	January-25	February-25
40 Hour Basic Crisis Negotiations 5 New Skills Every Public Safety Leader Needs				40
Attract, Engage, Retain				1 1
Beneath the Body Armor				8
Breath Alcohol Operator				16
Conflict & Dispute Resolution				21
CourtSmart				0.5
Field Training Officer (Sokolove)				40
Hostage Negotiations How to Survive & Thrive in Corrections				20
Leading with Intent: Essential Traits of Servant Leaders				1
LEADS LTFA				1 4
LEADS Re-Cert				1.5
Lexipol DTB's				19.5
Mental Health in Jails				1
Officers in Crisis: Agency Programs for Proactive Officer				8
Open Meetings Act Online				2
PKCO Police Performance Security & Privacy LEADS				64
Suicide Prevention in Jails				3
Why Law Enforcement Hires Go Bad				2 1
TOTAL HOURS	92.00	237.50	252.75	255.50
OPERATIONS DIVISION	Echnica, 22	Echruary 24	January 35	Fohruary 25
NATURE OF TRAINING	February-23	February-24	January-25	February-25
Annual Mandatory Firearms Quals				1
Chapter 720 Illinois Criminal Code Review				8
CourtSmart				25.5
Criminal Procedure for Detectives & Patrol Officers				8
DWI Detection & SFST Training				24
Control Probation Location in Control Control				
Ground Fighting Instructor Sustainment				8
Gound Fighting Instructor Development II				32
Gound Fighting Instructor Development II IS-29a: Public Information Officer Awareness				32 1
Gound Fighting Instructor Development II IS-29a: Public Information Officer Awareness Law Enforcement Liability Risk Management Conf				32 1 20
Gound Fighting Instructor Development II IS-29a: Public Information Officer Awareness			1	32 1

Officers in Crisis: Agency Programs for Proa Rifle Qual SFST Refresher Supervising & Managing the Field Training I Tac Med In-House Taser Re-Cert					8 2 8 32 294 1
	TOTAL HOURS	617.00	546.00	596.75	494.50
COURT SECURITY		February-23	February-24	January-25	February-25
NATURE OF TRAINING					C
Conflict & Dispute Resolution CourtSmart					6 3.5
Hostage Negotiations					6
Lexipol DTB's					5.25
	TOTAL HOURS	25.00	41.25	52.00	20.75
ADMINISTRATION DIVISION		February-23	February-24	January-25	February-25
NATURE OF TRAINING		•	,	•	,
CourtSmart Law Enforcement Liability Risk Mgmt. Conf	erence				1 40
	TOTAL HOURS	54.00	24.50	22.00	41.00
AUXILIARY		February-23	February-24	January-25	February-25
NATURE OF TRAINING			•	·	
Lexipol				2	4.5
LEADS Re-Cert					1.5
Security & Privacy LEADS					1.5
	TOTAL HOURS	2.00	13.50	2.00	7.50
PART TIMERS		February-23	February-24	January-25	February-25
NATURE OF TRAINING					
CourtSmart					3
Firearms Restraining Order Act Awareness Lexipol DTB's					1 5.25
Pretrial Services Overview					0.5
Tac Med In-House					7
Trauma Informed Response to Sexual Assau	ult/Abuse				8
	TOTAL HOURS	48.00	7.25	66.00	24.75

Kendall County C	lerk			
Revenue Report		2/1/25-2/29/25	2/1/24-2/29/24	2/1/23-2/28/23
Line Item	Fund			
CLKFEE	County Clerk Fees	\$517.00	\$444.50	\$408.50
MARFEE	County Clerk Fees - Marriage License	\$630.00	\$660.00	\$870.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$5.00	\$25.00	\$45.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,500.00	\$1,216.00	\$1,630.00
MISINC	County Clerk Fees - Misc	\$59.00	\$127.25	\$60.00
	County Clerk Fees - Misc Total	\$2,711.00	\$2,472.75	\$3,013.50
RECFEE	County Clerk Fees - Recording	\$19,172.00	\$17,092.00	\$15,503.00
	Total County Clerk Fees	\$21,883.00	\$19,564.75	\$18,516.50
CTYREV	County Revenue	\$35,077.50	\$37,633.50	\$26,161.75
DCSTOR	Doc Storage	\$17,885.29	\$10,410.51	\$8,958.50
GISMAP	GIS Mapping	\$34,626.00	\$31,052.00	\$28,500.00
GISRCD	GIS Recording	\$6,485.25	\$2,070.75	\$1,900.00
INTRST	Interest	\$94.00	\$118.86	\$86.35
RECMIS	Recorder's Misc	\$3,078.75	\$565.50	\$556.50
RHSP	RHSP/Housing Surcharge	\$18,612.00	\$16,002.00	\$7,353.00
TAXCRT	Tax Certificate Fee	\$1,120.00	\$1,960.00	\$1,720.00
TAXFEE	Tax Sale Fees	\$1,350.00	\$2,110.00	\$1,605.00
PSTFEE	Postage Fees	\$1,301.40	\$1,901.73	\$1,279.80
CK # 19974	To KC Treasurer	\$141,513.19	\$123,389.60	\$96,637.40
	Surcharge sent from Clerk's office \$1512.0	0 ck # 19973		
Dom Viol Fund se	nt from Clerk's office \$105.00 ck 19972			

Office of Jill Ferko

Kendall County Treasurer & Collector 111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
AS OF MONTH END 2/28/2025

REVENUES*	Annual <u>Budget</u>	2025 YTD <u>Actual</u>	2025 YTD% <u>%</u>	2024 MTD <u>Actual</u>	2024 MTD <u>%</u>
Personal Property Repl. Tax	\$650,000	\$87,446	13.45%	\$114,446	12.51%
State Income Tax	\$3,640,768	\$848,785	23.31%	\$407,732	12.71%
Local Use Tax	\$810,000	\$82,394	10.17%	\$0	0.00%
State Sales Tax	\$700,000	\$64,432	9.20%	\$127,463	21.24%
County Clerk Fees	\$300,000	\$50,513	16.84%	\$40,359	11.53%
Circuit Clerk Fees	\$1,310,000	\$259,173	19.78%	\$255,899	25.59%
Fines & Foreits/St Atty.	\$310,000	\$66,339	21.40%	\$67,714	26.04%
Building and Zoning	\$100,000	\$24,537	24.54%	\$16,602	19.53%
Interest Income	\$800,000	\$530,476	66.31%	\$476,529	73.31%
Health Insurance - Empl. Ded.	\$1,398,187	\$379,357	27.13%	\$309,456	18.82%
1/4 Cent Sales Tax	\$3,906,000	\$437,700	11.21%	\$402,761	12.28%
County Real Estate Transf Tax	\$450,000	\$103,445	22.99%	\$80,956	17.99%
Federal Inmate Revenue	\$201,480	\$55,384	27.49%	\$32,936	6.54%
Sheriff Fees	\$121,765	\$21,719	17.84%	\$40,447	37.71%
TOTALS	\$14,698,200	\$3,011,699	20.49%	\$2,373,300	17.12%
Public Safety Sales Tax	\$8,000,000	\$786,977	9.84%	\$729,704	9.12%
Transportation Sales Tax	\$8,000,000	\$786,977	9.84%	\$729,704	9.12%

^{**}All Accruals for FY24 have been completed at this time. So these figures are where we currently stand for FY2025

EXPENDITURES

All General Fund Offices/Categories

\$33,339,239 \$6,248,879 18.74% \$5,236,440 17.24^t

^{*}Includes major revenue line items excluding real estate property taxes which are to be collected later.

Office of Jill Ferko

Kendall County Treasurer & Collector 111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES *AS OF MONTH END 11/30/2024

REVENUES*	Annual <u>Budget</u>	2024 YTD Actual	2024 YTD% <u>%</u>	2023 FINAL Actual	2023 MTD <u>%</u>
Personal Property Repl. Tax	\$915,000	\$672,531	73.50%	\$1,145,841	125.23%
State Income Tax	\$3,208,685	\$4,341,289	135.30%	\$4,083,067	129.26%
Local Use Tax	\$810,000	\$917,468	113.27%	\$1,011,782	133.13%
State Sales Tax	\$600,000	\$1,137,017	189.50%	\$972,931	149.68%
County Clerk Fees	\$350,000	\$300,587	85.88%	\$309,879	88.54%
Circuit Clerk Fees	\$1,000,000	\$1,460,183	146.02%	\$1,408,980	134.19%
Fines & Foreits/St Atty.	\$260,000	\$501,480	192.88%	\$457,383	182.95%
Building and Zoning	\$85,000	\$141,177	166.09%	\$105,788	132.23%
Interest Income	\$650,000	\$2,453,409	377.45%	\$1,670,556	2227.41%
Health Insurance - Empl. Ded.	\$1,644,361	\$1,391,566	84.63%	\$1,278,347	85.89%
1/4 Cent Sales Tax	\$3,280,000	\$4,904,325	149.52%	\$4,645,518	143.88%
County Real Estate Transf Tax	\$450,000	\$647,644	143.92%	\$528,574	117.46%
Federal Inmate Revenue	\$503,700	\$253,092	50.25%	\$456,876	78.23%
Sheriff Fees	\$107,250	\$116,372	108.50%	\$118,521	104.27%
TOTALS	\$13,863,996	\$19,238,141	138.76%	\$18,194,042	138.32%
Public Safety Sales Tax	\$8,000,000	\$8,786,250	109.83%	\$8,259,817	110.13%
Transportation Sales Tax	\$8,000,000	\$8,786,250	109.83%	\$8,259,817	110.13%

This report includes major revenue line items excluding real estate taxes which are to be collected later.

*THESE NUMBERS ARE AFTER ACCRUALS, HOWEVER NOT FINALIZED BY THE AUDITORS.

EXPENDITURES

All General Fund Offices/Categories

\$36,906,576 \$35,624,552 96.53% \$30,393,909

Office of the Kendall County Coroner Jacquie Purcell

Monthly Report February 2025

- * In February, there were 22.5 hours of community service served at the Kendall County Coroner's Office.
- * Coroner Purcell attended the District 1 Coroner's Meeting at the Will County Coroner's Office on February 5.
- * Coroner Purcell attended the 2025 National Forum on Opioid Fatality Review in Portland, Oregon on February 11-12.
- * Chief Deputy Levi Gotte attended the IVVC Law Enforcement Advisory Council Meeting on February 25.

During the month of January and February, the Kendall County Coroner's Office collected:

Unused/Expired Medications:

January: 71 pounds February: 28 pounds

SHARPS:

January: 63 pounds February: 51 pounds

Deaths Report to the M.E.	Deaths Investigations		
February 2025	38	February 2025	6
YTD	68	YTD	11

MEI Scene Investigations		Postmortem Examinations		
February 2025	8	February 2025	2	
YTD	15	YTD	5	

Manner of Death							
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending	
February 2025	34	0	3	0	0	1	
YTD	61	1	4	0	0	2	

Cremation Permits Issued					
February 2025	25				
YTD	44				

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2025-0031	Natural	Dementia-Alzheimers	09-10-1971	02-01-2025	None	No
2025-0032	Natural	Pulmonary	06-23-1950	02-01-2025	None	No
2025-0033	Suicide	Gun-Handgun	09-23-2005	02-01-2025	None	Yes
2025-0034	Natural	Cardiac-Cardiomyopathy	07-30-1933	02-02-2025	None	No
2025-0035	Natural	Neoplasm/Cancer	06-18-1939	02-02-2025	None	No
2025-0036	Natural	Chronic Alcoholism	08-03-1954	02-03-2025	None	Yes
2025-0037	Natural	Pulmonary-COPD	06-15-1960	02-04-2025	None	No
2025-0038	Natural	Chronic Alcoholism	01-11-1970	02-05-2025	None	Yes
2025-0039	Natural	Neoplasm/Cancer	09-29-1937	02-07-2025	None	No
2025-0040	Natural	Pulmonary	02-16-1948	02-07-2025	None	No
2025-0041	Natural	Pulmonary-COPD	10-24-1938	02-08-2025	None	No
2025-0042	Natural	Dementia-Alzheimers	12-25-1929	02-08-2025	None	No
2025-0043	Natural	Cardiac-Infarct NOS	02-27-1940	02-09-2025	None	No
2025-0044	Natural	Hepatic/Liver Failure	09-14-1948	02-10-2025	None	No
2025-0045	Pending	Drug Death-Mixed Drug Toxicity	04-11-1994	02-10-2025	Full	Yes
2025-0046	Natural	Cardiac-Infarct NOS	09-24-1947	02-11-2025	None	No
2025-0047	Natural	Dementia-Alzheimers	07-26-1945	02-11-2025	None	No
2025-0048	Natural	Dementia-Alzheimers	04-30-1934	02-11-2025	None	No
2025-0049	Natural	Renal Disease	10-24-1936	02-13-2025	None	No
2025-0050	Suicide	Gun-Handgun	08-18-1972	02-13-2025	None	Yes
2025-0051	Natural	Neoplasm/Cancer	06-28-1947	02-14-2025	None	No
2025-0052	Natural	Dementia-Alzheimers	06-27-1945	02-14-2025	None	No
2025-0053	Natural	Cardiac-ASCVD-IHD and Hypertension	05-19-1936	02-15-2025	None	No
2025-0054	Natural	Neoplasm/Cancer	05-06-1950	02-16-2025	None	No
2025-0055	Natural	Cardiac	09-17-1969	02-17-2025	Full	Yes
2025-0056	Suicide	Gun-Handgun	06-14-2004	02-17-2025	None	Yes
2025-0057	Natural	Nervous System	09-17-1940	02-18-2025	None	No
2025-0058	Natural	Cirrhosis	09-29-1940	02-18-2025	None	No
2025-0059	Natural	Cardiac-Infarct NOS	03-07-1940	02-21-2025	None	No
2025-0060	Natural	Cardiac	07-19-1923	02-21-2025	None	No
2025-0061	Natural	Neoplasm/Cancer	04-03-1946	02-22-2025	None	No
2025-0062	Natural	Cardiac-Hypertension	03-31-1931	02-22-2025	None	No
2025-0063	Natural	Dementia-Alzheimers	07-16-1946	02-22-2025	None	No
2025-0064	Natural	Dementia-Alzheimers	09-24-1934	02-22-2025	None	No
2025-0065	Natural	Cardiac-ASCVD-IHD	07-14-1952	02-23-2025	None	Yes
2025-0066	Natural	Neoplasm/Cancer	07-10-1943	02-25-2025	None	No

2 of 3 117

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2025-0067	Natural	Neoplasm/Cancer	01-29-1947	02-28-2025	None	No
2025-0068	Natural	Neoplasm/Cancer	09-10-1942	02-28-2025	None	No

3 of 3 118

Regional Office of Education

Grundy-Kendall Counties

Meghan S. Martin Superintendent

MORRIS OFFICE

1320 Union Street Morris, Illinois 60450 Phone (815) 941-3247 Fax (815) 941-5384

March 3, 2025

YORKVILLEOFFICE

109 West Ridge Street Yorkville, Illinois 60560 Phone (630) 553-4168 Fax (630) 553-4152

Mrs. Burns and Mrs. Kucharz,

In accordance with Illinois School Code section 105 ILCS 5/3-5, I would like to report under affirmation to the County Board a list of acts as county superintendent for the quarter from December 1, 2024 – February 28, 2025.

Sincerely,

Meghan S Martin Regional Superintendent of Schools

Office Activity

Activity Completed	Number	Activity Completed	Number	
School Bus Driver Class Trainings	8	Registrations for testing at the Professional Training and Testing center	383	
School Bus Drivers Trained	100	Parapro Tests Given	0	
Fingerprints submitted at both offices(Grundy/Kendall)	487	Truancy Hearings completed between both offices (Grundy/Kendall)	9	
Phone calls taken	1187	School District Compliance Visit	0	
Walk in patrons served	1015	School Building Health Life Safety Inspections and Occupancy Walk through	20	

Quarter Activity - December 2024

Date:	Activity Completed
2	Kiwanis Shop for Christmas
3	Health Life Safety Inspection – Boulder Hill and Old Post
5	Kendall Co. Family Violence Council meeting
	Supervisor bi-weekly meeting
	Scout Program Meeting
	WCC Agreement Meeting
	Ladies Who Lead and Learn Meeting
6	PAASSS Quarterly Meeting
9	Raising Student Achievement Conference – Oakbrook, IL
10	Raising Student Achievement Conference – Oakbrook, IL
	PAASSS – Grundy Meeting
	Grundy County Board Meeting
11	IARSS/ROE Clemens and Assoc. Insurance Meeting
	Vista Learning Computer Giveaway – Grundy Co.
12	Child Advocacy Committee (CAC) Meeting
	Vista Learning Computer Giveaway – Kendall Co.
13	IVASBO (Illinois Valley Association of School Business Officials) meeting - Morris
	Staff Holiday Luncheon
16	Kendall 211 Meeting
17	Kendall County Board Meeting
18	Grundy County Special Education Cooperative Meeting
20	IARSS Qualifications Meeting

Quarter Activity - January 2025

Date:	Activity Completed					
2	Supervisor bi-weekly meeting					
7	IARSS (Illinois Association of Regional School Superintendents) meeting - Springfield					
8	 IARSS (Illinois Association of Regional School Superintendents) meeting – Springfield LEPC – Meeting in the Grundy EOC 					
9	 Health Life Safety Inspection – Prairie Point and Douglas Building Juvenile Justice Grant Committee Meeting Education committee meeting Kiwanis Club Meeting – Kendall 					
10	PAASSS Meeting - Plano					
13	Kiwanis Board Meeting - Kendall					
14	Area 1 Meeting - Naperville					
15	Grundy County Special Education Cooperative Meeting					
16	 IARSS ISBE bi-monthly meeting Dolly Parton Event – Meadowhawk – Hoover Forest Preserve, Yorkville 					
17	IVASBO Meeting - Morris					
21	 Health Life Safety Inspection – Grant Park and Murphy Kendall County Board Meeting PAASSS Meeting - Grundy 					
22	 IARSS Legislative Meeting Grundy/Kendall School Safety Committee Meeting 					
23	Kendall Family Violence Council Meeting					
24	PAASSS/IRIS Meeting					
27	Regional Board of Trustees meeting - Grundy					
28	 Health Life Safety Inspection – Oswego High School Kendall County Juvenile Justice Council Meeting Dresden Tabletop Exercise – Constellation Energy on Rt. 47 					
29	IARSS Legislative Meeting					
30	IARSS Meeting – Enhancing Office Communication with Ryan Keith (RK/PR Solutions)					
31	Area 1 McKinney Vento Meeting					

Quarter Activity - February 2025

Date:	Activity Completed				
3	IARSS Qualifications Meeting				
4	Health Life Safety Inspection – Old Traughber and transportation				
	IARSS Enterprise Rental Meeting				
	PAASSS Meeting				
5	Health Life Safety Inspection – Grand Park and Murphy				
	IARSS Legislative Meeting				
	Kendall County Outdoor Education Center(KCOEC) meeting with KCOEC Director				
6	Administrator Academy #4067 – Grundy EOC				
	 Health Life Safety Inspection – Traughber and maintenance facility 				
	IARSS President's Report Meeting				
	Education Committee Meeting				
7	Kendall 211 Executive Board Meeting				
	Illinois Association of School Administrators (IASA) Meeting - Joliet				
10	Kendall County Truancy Hearings (4)				
	Kiwanis Board meeting				
11	Area 1 Meeting – South Cook ISC				
	Grundy County Board Meeting				
13	Kendall County Truancy Hearings (3)				
	Grundy/Kendall Permit System Training				
	 Kendall Co. Retired Teachers Meeting – Yorkville 				
	Child Advocacy Center (CAC) Board Meeting				
14	ROE Superintendent's Meeting – Minooka				
	Grundy/Kendall ROE Website Meeting				
18	Kendall County Board Meeting				
	 Health Life Safety Inspection – Gardner Grade School, GSW High School, South Wilmington Grade and Braceville 				
	IARSS Booth coverage at IDEACON – Schaumburg				
	Emergency Worker Training & Dosimetry Control Officer Training – Grundy EMA				
19	Grundy County Special Education Cooperative Meeting				
	Grundy County Truancy Hearing (1)				
	Grundy County Safety Committee Meeting – Grundy EMA				
20	First Amendment Training Conference Call				
	Premier Academy Principal Interviews				
	PAASSS Meeting				

21	IVASBO Meeting – Morris
	PAASSS Meeting
24	Health Life Safety Inspection – White Oak, Saratoga, Nettle Creek
25	Meeting with Old Second Bank – Yorkville
	Kendall Co. JJC Resource Guide Meeting
26	IARSS Legislative Meeting
	Grundy/Kendall ROE Website Meeting
27	Supervisor bi-weekly meeting

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560 Roger Bonuchi, Director Rob DeLong, Deputy Director

Emergency Management Report

January 2025

KCEMA Operations

- Currently waiting to take possession of 16 Motorola APX-6000 700/800Mhz radios from Plainfield PD.
- No Change: Although we've had meetings to discuss the proposed State changes to the EMA Admin Rule (Part 301), no other information is available at this time.
- D4H KCEMA is in training and is using D4H for incident management and personnel today.
- KCEMA will host an online amateur radio licensing class for the "Technician" level. There are 7 students registered. The class will be online one night a week for 10 weeks starting in March. There is no cost for the class or study guide. Students will take the written test here in the EOC at the end of the class to obtain their FCC issued license.

Nuclear

- Almost all of the slots for the exercise are filled.
- The February KCEMA monthly meeting will be nuclear response training; "Disaster Worker" and "Dosimetry Manager". These are presented by the State REP team.
- Continuing Planning for the upcoming Nuclear Dresden Drill in 2025 is underway.
 Attending several planning meetings throughout the months to come.
 - EAL training was Dec 12th
 - Pre-Exercise March 4, 2025
 - Exercise April 8, 2025
- Our new IPRA plan will include public alert messages in English and Spanish.

o UCP

- The UCP is back to the scheduled exercises every 1st Tuesday of the month.
- ILEAS is conducting a communications exercise in February. We will be participating.
 The exercise will be centered on the UCP.
- Mast needs to be oiled.

Meetings/Training/Volunteers/Details

- KCEMA Leadership Meetings
- Starcom/IPAWS Monthly Testing
- Monthly nuclear NARS alert testing
- The next KCEMA monthly meeting is February 24th.
- Kendall County Association of Chiefs.

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 MARCH 2025

K. GUSTAFSON R.LANCILOTI B.KROEGER S. HOLLMEYER New Files TOTAL J. MAJER C. WHEATON **Criminal Felony:** Class M-Class X-Class 1-Class 2-Class 3-Class 4-MX/SVP/Post C.: **Criminal CM: Criminal DUI/DT: Criminal DV:** Traffic Offenses (TR): 12 Traffic Offenses (MT): 15 Juvenile JA/Truancy JV:

<u>J</u>	I. MAJER	C. WHEATON	K. GUSTAFSON	R.LANCILOTI	B.KROEGER	S. HOLLMEYER	New Files	TOTAL
Juvenile JD:			1	59	48	30	17	
Class X-						5		
Class 1-				1	1	2		
Class 2-				8	2	5		
Class 3-				19	18	8		
Class 4-			1	9	6	5		
CM-				22	21	5		
Criminal Contempt:								
Civil Law/Other:								
Conditions Call Only:							7	
Total Open/MAR-25:	224	282	401	623	385	485		2,400
Total Open/FEB-25:	206	269	444	596	469	484		2,468
Total Closed/FEB-25:	83	29	13	84		78		287
Total New Files-FEB-25:	33	36	26	96	27	74		292