



COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Kendall County Historic Courthouse,
110 W. Madison Street, Yorkville, IL 60560
Thursday, May 15, 2025, at 4:00 p.m.

1. Call to Order and Pledge of Allegiance
2. Roll Call: Matt Kellogg (Chairman), Scott Gengler (Vice-Chair), Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley, Seth Wormley
3. Approval of Agenda
4. Approval to Forward Claims to County Board Meeting
5. Committee Reports and Updates
6. New Committee Business
 - A. Presentation by National Public Pension Fund Association (NPPFA) regarding Retirement Healthcare Funding Plans (P. 2)
 - B. [Motion Forward to County Board](#): Approval of Main Street Campus Improvements Proposal (P. 74)
 - C. [Motion Forward to County Board](#): Approval of Phase II Contingency Reduction #2 total of \$75,293 with revised contract amounts as follows: Lite Construction \$2,623,233 (\$33,663 increase), CMM Group \$814,371 (\$11,179 increase), TSI Commercial Flooring \$598,862 (\$1,227 increase), Omega Plumbing \$306,193 (\$965 increase), Artlip & Son \$876,870 (\$570 increase), Aurora Wiring & Fixture \$1,049,689 (\$27,689 increase) (P. 82)
 - D. Connect Kendall County Update and Comprehensive Development Agreement Discussion (P. 88)
 - E. [Motion Forward to County Board](#): Approval of Amendment to the Vehicle Lease Agreement between Kendall County and the Voluntary Action Center (P. 141)
 - F. [Motion Forward to County Board](#): Approval of Resolution Establishing a Policy for the Use of WEX Cards to Purchase Fuel for Kendall Area Transit Vehicles (P. 144)
 - G. [Motion Forward to County Board](#): Approval of Assignment of the October 4, 2022, Grant Agreement with Kendall 211 to Fox Valley United Way for Disbursement and use of Kendall County's American Rescue Plan Acts Funds (P. 147)
 - H. [Motion Forward to County Board](#): Approval of Empower Health Services, LLC Biometric Screening Agreement in an amount not to exceed \$135 per plan participant (P. 151)
 - I. [Motion Forward to County Board](#): Recommendation on Annual Facility Inspection Report for NPDES Permit for Stormwater Discharges from Separate Storm Sewer Systems (MS4) (P. 180)
7. Old Committee Business
8. Department Head and Elected Official Reports
9. Questions from the Media
10. Chairman's Report
11. Public Comment
12. Action Items for County Board
13. Executive Session
14. Adjournment

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



Kendall County Agenda Briefing

Meeting Type: Committee of the Whole
Meeting Date: 5/15/2025
Subject: NPPFA Retirement Healthcare Funding Plan
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To discuss whether Kendall County should offer a Kendall County Retirement Healthcare Funding Plan through NPPFA to Kendall County employees and elected officials.

Board/Committee Review:

None

Fiscal impact:

None

Background and Discussion:

During recent union negotiations, one of the Sheriff's Office bargaining units expressed interest in the County establishing a Retirement Healthcare Funding Plan for employees. A Retirement Healthcare Funding Plan—also known as a "Section 115 Trust"—is a health care savings vehicle that allows participants to set aside tax-free funds to cover post-employment health care expenses, including insurance premiums for themselves, their spouses, and other qualified tax dependents. Participants can also invest the funds in their Section 115 trust account through various investment options.

The National Public Pension Fund Association (NPPFA) administers these types of plans. NPPFA's presentation to the Committee of the Whole will provide further information about Section 115 trusts and the requirements involved.

If the plan receives support, County staff will hold open discussions with employees and unions regarding possible funding categories and will subsequently return to the County Board with a proposal that outlines the funding structure and formally designates NPPFA as the administrator of the Section 115 Trust.

Staff Recommendation:

To proceed with offering a Kendall County Retirement Healthcare Funding Plan through NPPFA.

Attachments:

1. NPPFA Powerpoint presentation and informational packet



Retirement Healthcare Funding

Presented By:

**Joel J. Babbitt, Ed
Rossetto, and Anita
Kochar**
NPPFA/IPPFA Benefits



Kendall County
ILLINOIS



NATIONAL PUBLIC PENSION FUND ASSOCIATION

Not-for-profit organization

A not-for-profit organization, founded in 1985 by an Illinois police officer, whose primary function is the education of Public Pension Fund Trustees.

Over 290 units

Currently over 290 units of government participating nationally with nearly \$1 billion of AUM.

Over \$1 Trillion of AUM.

Board of Trustees provide oversight that collectively represent over \$1 Trillion of AUM.

Created Wise Choice co-op suite of products w/ the following priorities:

- Lower Administrative & Investment Fees
- Provide Single Pricing for all units of government, regardless of size
- Provide Financial Education
- Provide Ongoing Fiduciary Oversight and Compliance

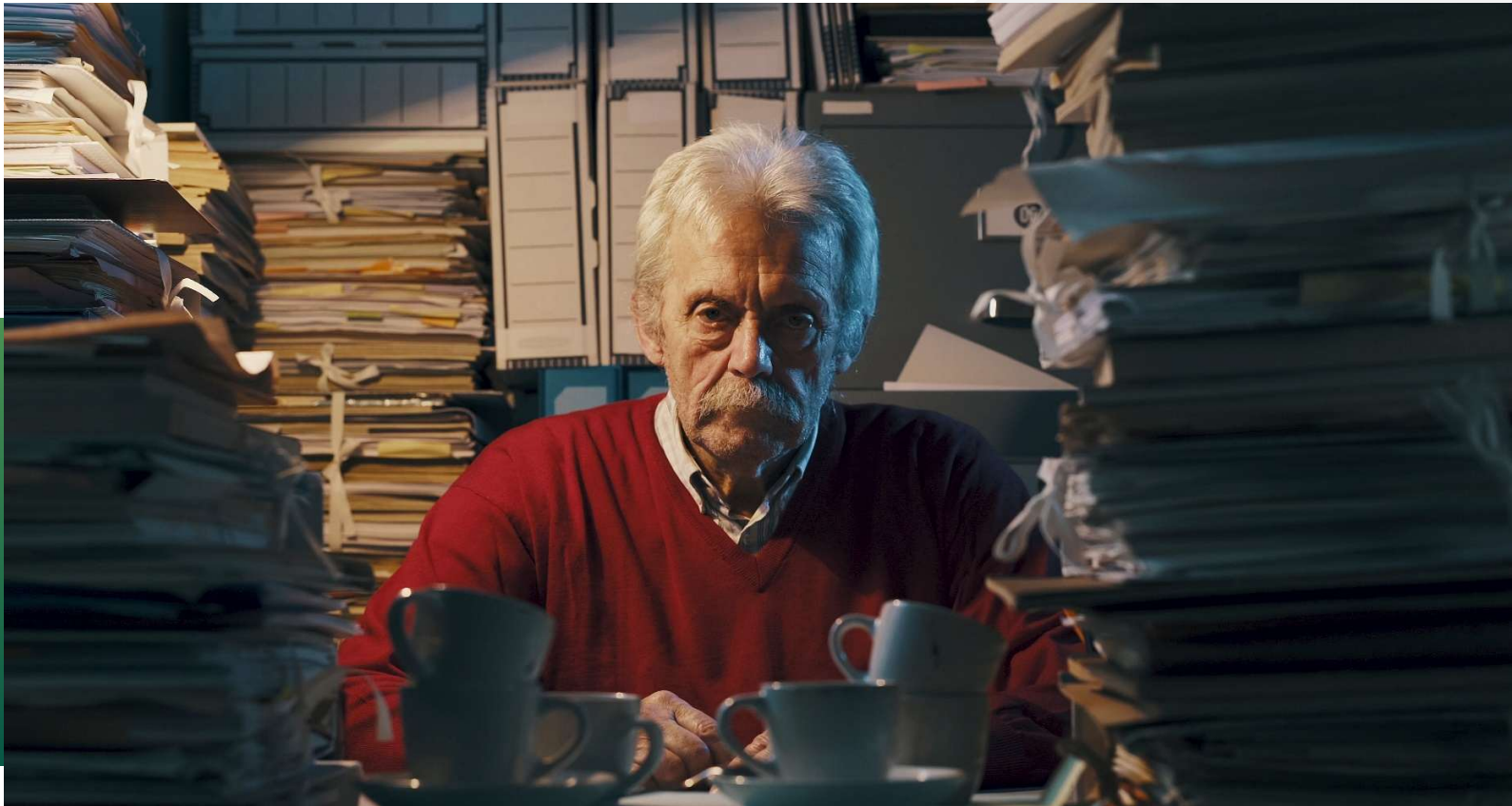
Wise Choice co-op includes:

- 457(b) – 2001
- Retirement Healthcare Funding plan - 2004
- 403(b)/457(b) - 2008
- 401(a) - 2010

DROUGHT OF APPLICANTS **TO REPLACE RETIREES**



WHAT'S GOING ON?



WHAT'S GOING ON?



WANTS TO BE HERE...



OR TO BE HERE...



NOT **HERE...**







HOW MUCH DO YOU PAY INTO MEDICARE EVERY PAYCHECK?

- 1 You Pay **1.45%** of every dollar you earn over your career as an employee into Medicare.
- 2 Your employer matches the tax you pay.
- 3 Between you and your employer, you are paying **2.90%** of your salary over your career into Medicare.

Earnings Information		Current	Year to Date
Normal Gross		4,389.30	
Deductions		0.00	
Retentions		0.00	
Net Pay		0.00	
EARNINGS TOTAL		4,389.30	5,277.30
Pre-Taxable Gross		351.14	418.18
Post-Taxable Gross		3,971.12	4,859.12

Statutory & Other Deductions	Current	Year to Date
Federal Withholding	311.17	311.17
Additional Federal Withholding	0.00	*****
State Withholding	135.96	135.96
Additional State Withholding	0.00	*****
SDI	0.00	55.06
Medicare	62.67	75.55
Medicare Buyout	0.00	0.00
State Disability Insurance	0.00	0.00
RS	351.14	351.14
RS	0.00	0.00
Corporate Retirement	67.04	0.00

A COMMON MISCONCEPTION



MEDICARE MUST BE FREE BY AGE 65?

If you have **\$3,000,000** in lifetime earnings subject to Medicare by the time you are Medicare eligible, you have already paid **\$87,000** in payments/taxes



HOW MUCH MONEY SHOULD I PLAN ON SPENDING ONCE I AM ON MEDICARE?



In order, to have a 90% chance of meeting their health care spending needs once on Medicare, a female will need to have saved \$217,000 and a male will need to have saved \$184,000 on their 65th birthday – EBRI January 2024



Medicare's Part B premiums have increase 6.7% since 2018



According to U.S. Department HHS, a person aged 65 today has almost a 70% chance of needing long-term care services in their remaining years



According to the Fidelity Retiree Health Care Cost Estimate, an average retired couple age 65 in 2024 will need approximately \$330,000 saved (after tax) to cover health care expenses throughout retirement

MEDICARE WHAT IT DOES NOT COVER...



- Prescription Drugs
- Long Term Care
- Deductibles and co-pays
- Most dental care, notably dentures
- Most vision care, notably eyeglasses and contact
- Most cosmetic surgery
- Medical marijuana
- Medical care outside the US

RetireGuide 2023

— www.nppfa.org

15

LONG TERM CARE NEEDS - Uncle AL

- **\$296** per day in 2023
- **\$108,000** annually
- **\$9,000** per month
- When they needed additional assistance during Aunt Birdie's final 23 months, that added an additional \$2,500 per month

According to the *A place for moms* the national average assisted living facility cost **\$4,995 per month in 2024** and assisted living prices have risen an average of 3.51% since 2013.

**The average memory care facility cost
\$11,000 per month**



TYPICAL PRE-65 LOCAL GOVERNMENT RETIREE TODAY



Pre-Medicare healthcare premiums run from \$700 to \$3,400 per month for public sector employees



Healthcare premium are paid with After-Tax dollars



The Pension fund may remit the Premium to the Employer if applicable

EXAMPLE PENSION CHECK

\$100,000 Salary x 30 YOS = 75%

Pension = \$6,250.00/month

Monthly Gross Pension Check	\$6,250
Taxes Withheld	\$1,250
Net Check	\$5,000
Health Insurance Premiums Withheld	\$1,500
Net Check	\$3,500
Insurance and Taxes Consumes	44% of monthly check

20% Federal Withholding and 0% State Withholding

MEDICAL CARE INFLATION

Consumer Price Index

- 2001-2020 Averaged **1.91%***
- 2021 increased **6.2%***
- 2022 increased **6.5%***
- 2023 increased **3.4%***

Medical Care Inflation

- Annual **5.27%** from 2001-2020
- 2021 **10%****
- 2022 **4.05%****
- 2023 **7%*****

*Bureau of Labor Statistics

** Employee Benefit Research Institute

*** Health Affairs.org



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19

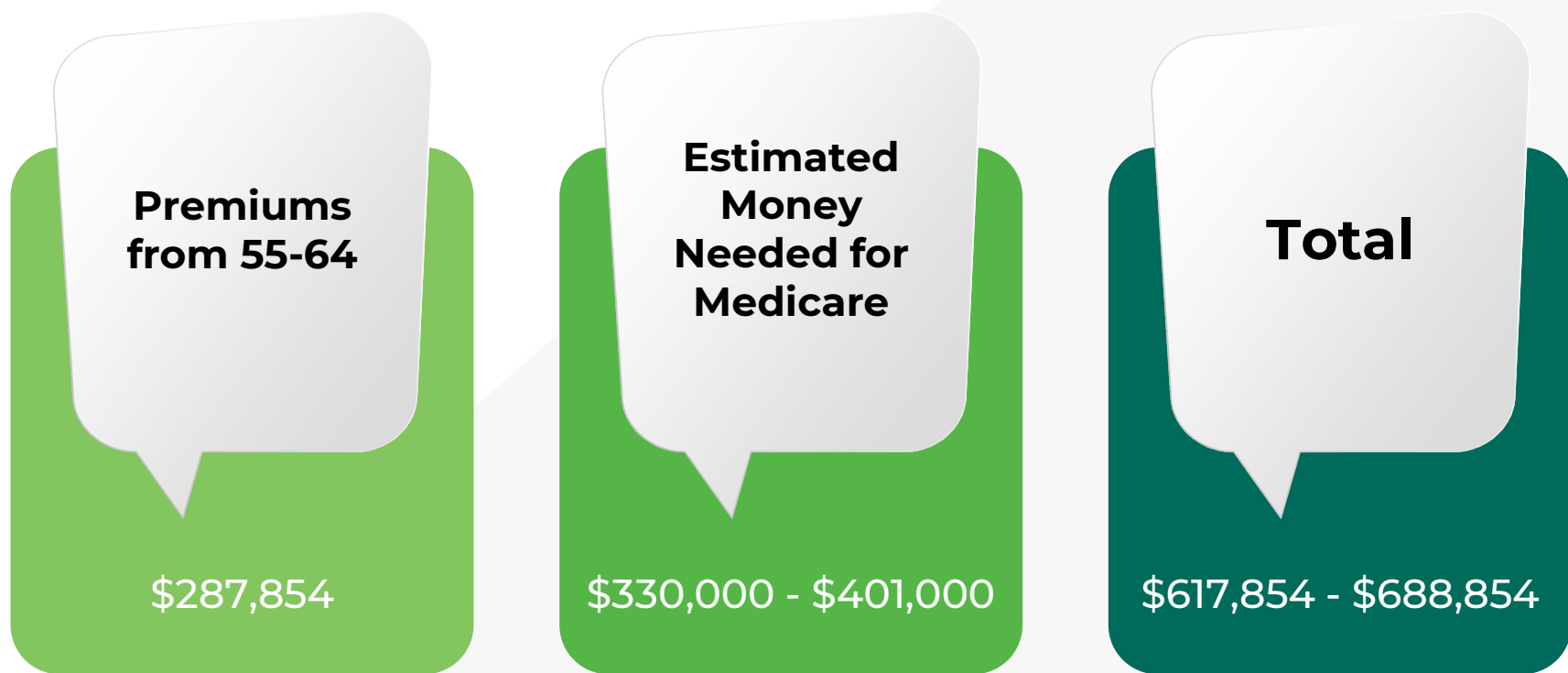
PREMIUM COSTS IN RETIREMENT FROM AGE 55-64

Monthly Premium Today	10 Year Cost From Age 55-64	After-Tax Dollars Needed*
\$800	\$122,817	\$153,521
\$1,000	\$153,522	\$191,903
\$1,250	\$191,902	\$239,878
\$1,500	\$230,283	\$287,854
\$2,000	\$307,044	\$383,805
\$2,500	\$383,804	\$479,755

*Assumes 20% total incomes taxes for state and federal in retirement

5.27% Annual Increase in premium Cost

PREMIUM ONLY FROM 55-64 AND ESTIMATED MEDICARE COSTS AFTER-TAX



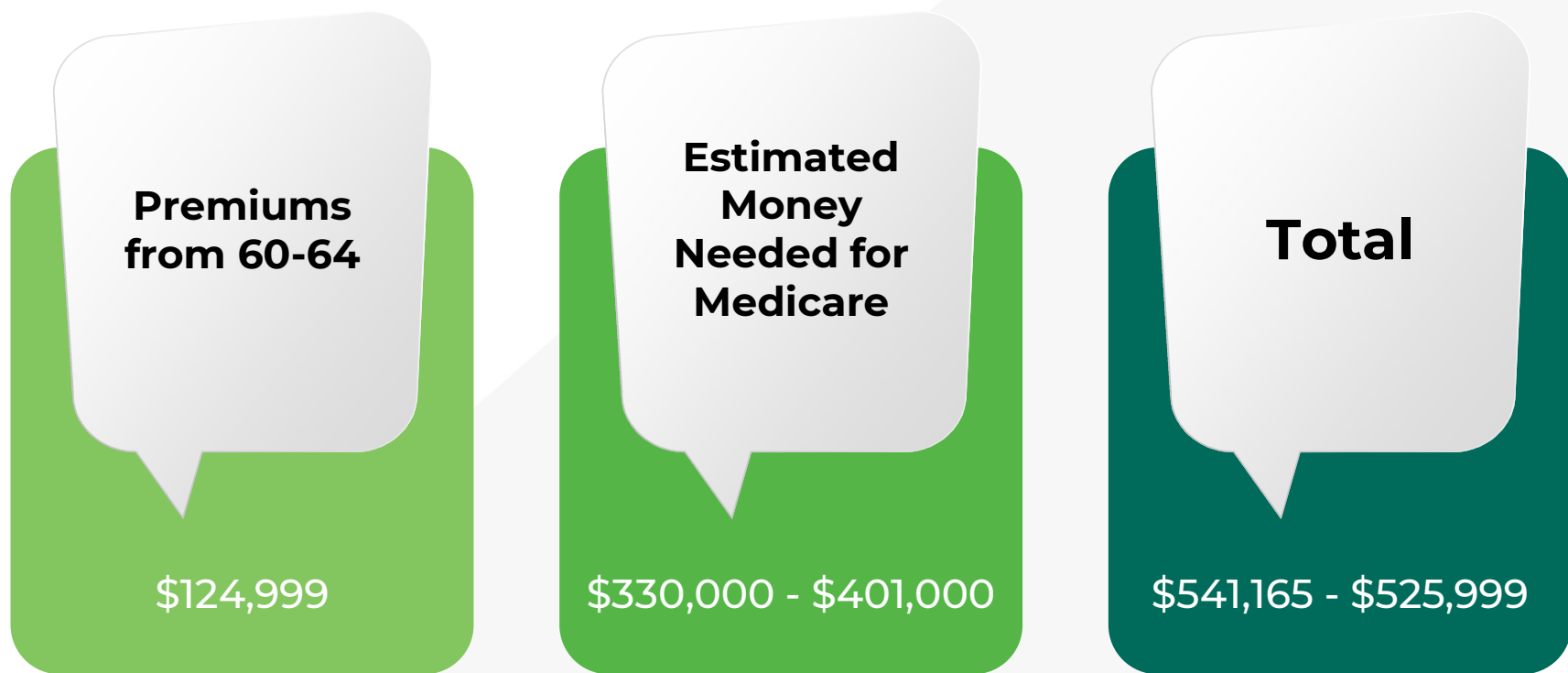
PREMIUM COSTS IN RETIREMENT FROM AGE 60-64

Monthly Premium Today	5 Year Cost From Age 60-64	After-Tax Dollars Needed*
\$800	\$53,333	\$66,666
\$1,000	\$66,666	\$83,333
\$1,250	\$83,337	\$104,166
\$1,500	\$99,999	\$124,999
\$2,000	\$133,332	\$166,665
\$2,500	\$166,665	\$208,332

*Assumes 20% total incomes taxes

5.27% Annual Increase in premium Cost

PREMIUM ONLY FROM 60-64 AND ESTIMATED MEDICARE COSTS AFTER-TAX



WHAT DO THESE PLANS DO?

- Tax-Free In (Contributions)
- Tax-Free Growth
- Tax-Free Out
 - Money can only come out of plan for qualified medical expenses including premiums
- Reduces Taxable Income
 - Medicare Taxes
 - Social Security Taxes if Applicable
 - Contributions are deposited prior to any of these taxes are paid!



WHAT CAN I USE MY ACCOUNT FOR?



Reimburse yourself for all qualified medical expenses, including premiums once you separate service*

- > Co-pays
- > Deductibles
- > Dental
- > Vision
- > Chiropractic
- > Co-Insurance
- > **PREMIUMS**

Furlough and "FMLA"

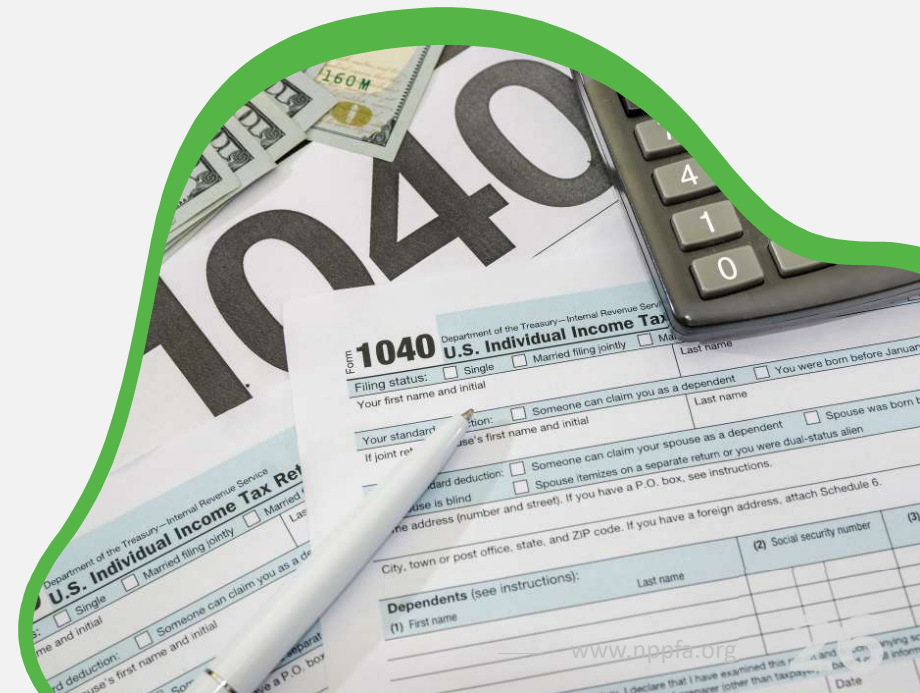
— www.nppfa.org

25

WHO CAN I USE THIS ACCOUNT ON?

- Any qualified Tax Dependent
 - Yourself
 - Spouse
 - Child
 - Parent

- Anyone you claim an exemption for on your Federal income Tax Return



RETIREMENT **HEALTHCARE FUNDING**



VEBA (IRC Section 501c9 Trust)



IRC Section 115 Trust



Health Savings Account



VEBA (501C9 TRUST)

- A “VEBA” is a Voluntary Employees’ Beneficiary Association
- Started in 1928
- Available to pay medical expenses, including premiums, deductibles and co-pays
- No non-tax dependent benefit
- Some vendors have a 1 or 2 bucket claims process

115 TRUST

- Started in 1999
- Authority comes from Private Letter Ruling
- Available to pay medical expenses, including premiums, deductibles and co-pays
- Death benefit to non-tax dependent*

Death Benefit is Vendor Specific – Some vendor's Trust require the Employer to keep death proceeds

*NPPFA Benefits Only

DEATH AND 501C9 TRUST (VEBA)

- If you die with a tax-dependent, the account is retitled in the dependent's name and they have immediate access to the funds for qualified medical expenses as if the member separated service
- If you die without a tax-dependent, the account is liquidated after any final claims are paid and the funds are either distributed to the remaining participants within your group or retained by the vendor



DEATH AND 115 TRUST

- If you die with a tax-dependent, the account is retitled in the dependent's name and they have immediate access to the funds for qualified medical expenses as if the member separated service
- If you die without a tax-dependent, the account is liquidated after any final claims are paid and the funds are remitted to a beneficiary of your choice (NPPFA Benefits Only)
 - Funds are received tax-free by the recipient
 - Funds are available for use for anything



HEALTH SAVINGS ACCOUNTS (HSA)

Can I use my HSA to pay for health insurance premiums?

No, with the following three exceptions:

- if the HDHP premium is part of a COBRA continuation coverage,
- if you (the HSA owner) are currently receiving unemployment under a state or federal program, and
- if the HSA owner is over age 65 and using the HSA to pay for Medicare or an employer sponsored health plan.



IRS Rule **Changes 7.25.9.5 (9/12/2014)**

Part 7. Rulings and Agreements

Chapter 25. Exempt Organizations Determinations Manual

Section 9. Voluntary Employees Beneficiary Associations

- This change has now made this feature consistent with 115 Trusts
- At initiation/start-up of the plan, all existing members are allowed a one-time life-time opportunity to opt-out of participating. This is an irrevocable election. All future members of the bargaining unit are mandatorily covered

HOW ARE **THESE PLAN FUNDED?**



- Employee Contributions
 - Flat Dollar
 - Percent of Pay
- Sick Time
- Comp Time
- Bonus
- Longevity Pay
- Employer Contributions

SICK DAY BANKS

Why are employees accumulating large sick day banks?

- You would never lend money to a friend for 3% taxable interest over 30 years
- Why are you willing to make that deal with your employer?

What is going to increase faster?

- Wages?
- Investment Account?

SICK BANK VS. UTILIZING THE TAX CODE (RHFP)

46-Year-Old retiring in 9 years

GENERAL ASSUMPTIONS

3%	Wage Inflation
2880	Hours Worked Annually
144	Annual Deposit into bank
2497	Current Sick Bank
300	New Sick Day Cap
\$41.17	Current Hourly Wage Rate
8%	RoR on Investment Account
9	Years Until Retirement
100%	% of Healthcare Paid By Retiree

HOW IT WORKED WITH THE RHFP

The employer deposited money into the participant's account:

- Received \$92,070 into her account tax-free upon the settlement of the contract (2,200 hours)
- Each year, the employer deposits all sick time accrued above 300 hours at the end of the year (144 hours per year if unused)
- In 9 years, the deposits and earnings grew to \$292,100 at retirement



SICK TIME PAYOUT



- The employer never deposited into a tax-free account
- Worked **9 more years** and never used a sick day
- At the end of 9 years, her **sick day** balance was **3940 hours**
- Received a gross check of **\$193,559**
- Paid taxes **\$58,842 in taxes**
- **Net check of \$134,717**

WHICH ONE IS BETTER?

Cashing out Sick Time Bank Results

Months of Covered Health Insurance	Years of Covered Health Insurance
------------------------------------	-----------------------------------

45

3.75

Total Lifetime Benefit

\$149,672

Utilizing the Retirement Healthcare Funding Plan

Months of Covered Health Insurance	Years of Covered Health Insurance
------------------------------------	-----------------------------------

110

9.17

Total Lifetime Benefit

\$420,092

RHFP Advantage : \$270,419

PLAN EXAMPLES – PUBLIC SAFETY

Contribution By Years of Service - %

- 0-2 Years of Service – 2%
- 3-7 Years of Service – 3.5%
- 8-15 Years of Service – 5%
- 15+ Years of Service – 7%

Contributions By Years of Service- \$

- 0-2 Years of Service – \$100
- 3-7 Years of Service – \$150
- 8-15 Years of Service – \$200
- 15+ Years of Service – \$250

Contributions by Tier -%

- Tier 1 – 10%
- Tier 2 – 5%

Contributions By Rank - %

- Captain - 5%
- Lieutenants – 4%
- FF/PM– 3%
- Probation – 2%

Contributions By Rank - \$

- Captain – \$250
- Sergeant – \$200
- Police Officer– \$150
- Probation – \$75

Contributions by Tier - \$

- Tier 1 – \$300
- Tier 2 – \$150

Contribution By Tier and Years of Service

Tier 1

- 25+ Years of Service – 10%
- 16- 25 Years of Service – 8%
- 10 – 15 Years of Service – 6%

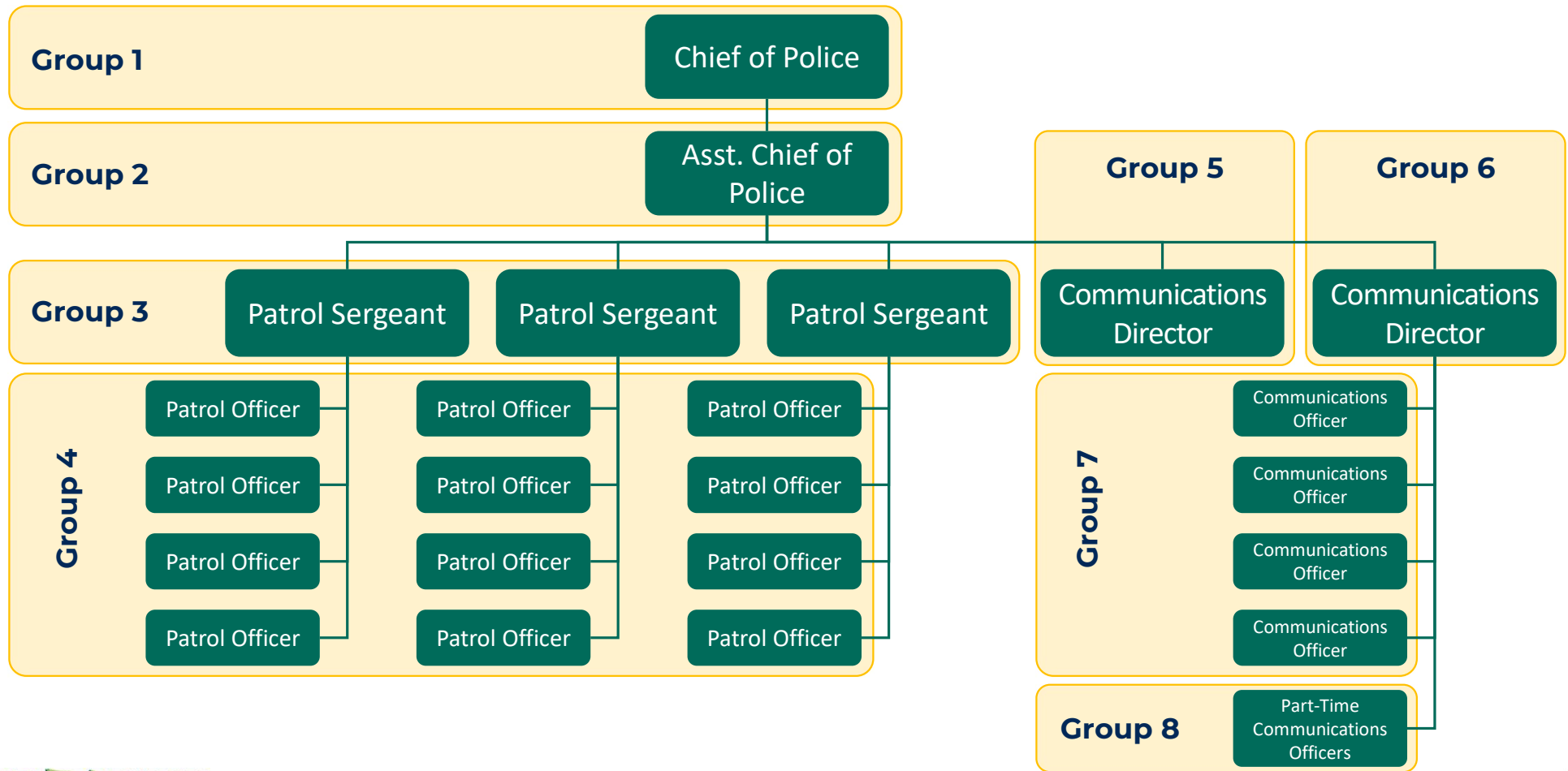
Tier 2

- 10+ Years of Service – 10%
- 6-10 Years of Service – 8%
- 0-5 Years of Service – 6%

Additional Funding Methods

- Comp Time
- Sick Time
- Vacation Time
- Longevity Pay
- End of Career Pay
- Unused Uniform Allowance

PLAN EXAMPLES – POLICE DEPARTMENT



PLAN EXAMPLES – POLICE DEPARTMENT Continued

Group 1: Chief of Police

- 5% of Base Salary - Per Pay Period
- 100% of End of Career Payout

Group 2: Asst. Chief of Police

- 5% of Base Salary - Per Pay Period
- 100% of End of Career Payout

Group 3: Patrol Sergeants

- 5% of Base Salary - Per Pay Period
- 100% of End of Career Payout

Group 4: Patrol Officers

Tier 1: Patrol Officer (Hired Prior to 01/01/2011)

- 5% of Base Pay - Per Pay Period
- Unused Sick time over 108 Hours - Per Annum
- 100% of End of Career Sick and Vacation Time

Tier 2: Patrol Officer (Hired After 01/01/2011)

- 3% of Base Pay - Per Pay Period
- Unused Sick Time over 108 Hours - Per Annum
- 100% of End of Career Sick and Vacation Time
- Employer contribution equivalent of 2% of base pay at current pay rate - Per Pay Period
 - For First 3 Years of Employment
- Employer contribution of \$500 - Per Annum (If no sick days taken in calendar year)
 - For First 3 Years of Employment

Group 5: Detective Lieutenant

- 5% of Base Salary - Per Pay Period
- 100% of End of Career Payout

Group 6: Communications Director

- 5% of Base Salary - Per Pay Period
- 100% of End of Career Payout

Group 7: Communications Officers

- Tier 1: Communications Officer (Hired Prior to 01/01/2011) Same as Group 4
- Tier 2: Communications Officer (Hired After 01/01/2011) Same as Group 4

Group 8: Part-Time Communications Officers

- No Contributions
- Upon being hired full-time subject to the rules of Group 7.

Recruitment and Retention Incentives

EXAMPLE 1

- 0-2 Years of Service – **1%**
- 3-7 Years of Service – **2%**
- 7-15 Years of Service – **2.5%**
- 16-20 Years of Service – **3%**
- 21-25 Years of Service – **3.5%**
- 26-28 Years of Service – **4%**
- 28+ Years of Service – **15%**



EXAMPLE 1 Continued

- **50%** of all health insurance opt-out program payments
- **100%** of all time due as of 12/31 will be deposited into the RHFP
- **100%** of Sick Leave Usage Incentive and any other accrued and remaining vacation/compensation hours are deposited into the members RHFP



EXAMPLE 2

- Every Police Officer is receiving an employer contribution of \$1,500
- 5-year vesting schedule for anyone less than 5 years
- Recruiting and retention tool



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45

EXAMPLE 3



- When the sick bank accumulates over 400 hours, all hours over 400 are deposited into the Plan at 100% of value.
- Upon retirement, all accumulated sick day and vacation time automatically is deposited into the Plan within 30 days of retirement.
- 3% of Salary

EXAMPLE 4

- **3%** of Salary
- **100%** of End of Career Payout



EXAMPLE 5 – TIER 2/MAX SALARY CAP FOR PENSION

- The employee contribution that would normally be committed to the pension is deposited into the participants RHFP for Tier 2 whose salary is above the pensionable cap
- The employer is matching at **50%**

WHERE DOES THE MONEY GO FROM YOUR PAYCHECK?

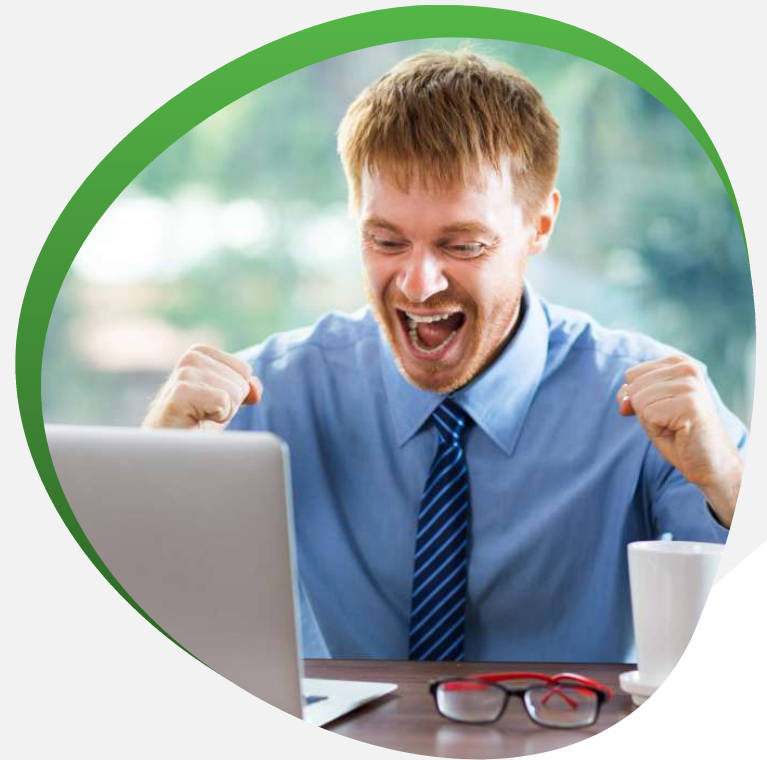
Deposit into a self-directed investment account not unlike what you are currently doing with your 457(b) deferred compensation plan

- Portfolio of mutual funds
- Fixed/Stable Value Fund
- Managed Account Availability



WIN - WIN

- Win-Win
- Triple Tax Free
- Employer saves payroll taxes
 - “Above The Line Deduction”
- Basically an FSA for retirement without the use it or lose it feature
- Discourages the abuse of Sick Time



WIN - WIN



- Reduces Overtime
- Reduces Payroll Taxes
- Reduces Sick Day Banks
- Reduces OPEB
- Allows the member the ability to retire earlier

WHAT IS NEEDED **TO IMPLEMENT?**



Contract Language



Plan Documents



Resolutions to adoption

THANK YOU

Contact us with any questions:

Anita Kochar phone- 847-323-0219 email- anitak@nppfabenefits.org

Joel Babbitt phone-773-427-2060 email- joelb@nppfabenefits.org

Ed Rossetto phone-847-281-5793 email- edr@nppfabenefits.org

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NPPFA BENEFITS



Retirement Healthcare Funding Plan

WHAT IS A RETIREMENT HEALTHCARE FUNDING PLAN?

A Retirement Healthcare Funding Plan (RHFP) is a health care savings plan that provides a source of tax-free funds to reimburse participants for the cost of health care expenses, including premiums for themselves, their spouses, and any other qualified tax-dependents.

WHY ESTABLISH A RETIREMENT HEALTHCARE FUNDING PLAN?

Having funds to help cover health care costs during retirement is significant. The primary reason public employees delay retirement beyond pension eligibility is due to concerns of paying for the rising costs of health care expenses including premiums. RHFP allows employees to pre-fund the future of health care expenses and shelter earnings in a tax-exempt manner.

RHFPs are triple tax free – tax exempt contributions, tax-free growth, and tax-exempt distributions. Much like a Flexible Spending Account (FSA), the money in these plans is also not subject to Federal Income tax, State Income tax, Medicare tax, and Social Security tax. Funds can only come out of the plan for qualified medical expenses including premiums.

These plans are a rare win-win for the employer and the employee. When structured correctly, these plans will reduce overtime, reduce payroll taxes, reduce accumulated sick time, reduce OPEB, and allow the employer to pay out future benefits in today's dollars. These plans assist the employer in aligning benefits and compensation.

HOW CAN WE MAKE CONTRIBUTIONS?

- Member contributions
- Unused vacation leave
- Unused sick pay
- Unused comp time
- Percentage of salary or flat dollar amount
- Any annual or end of career compensation (payout)
- Employer contributions

WHAT CAN MY FUNDS BE USED FOR?

Generally, funds can be used only for qualified medical expenses (e.g., health insurance premiums, deductibles, office visit co-pays, prescription medications, long-term care) as determined by IRC 213(d).

WHEN CAN I ACCESS MY FUNDS?

When you separate from service from your present employer, you can access your funds by submitting proof of medical expenses incurred by you, your spouse, or other eligible dependents for which you request reimbursement.

WHAT HAPPENS IN THE EVENT OF MY DEATH?

In the event of your death, if remaining funds exist, these funds may be used by your spouse or any qualified dependent (a person listed on your tax return). In the absence of a spouse or qualified dependents, assets in your account will be paid to a named beneficiary.

CAN I CHOOSE MY OWN INVESTMENTS?

Yes. Similar to your 457 deferred compensation plan, you will have your own account and can choose from a list of investment options offered by the NPPFA Wise Choice for Public Employees® plan.

WE ARE HERE TO HELP

If you have any questions regarding your retirement healthcare funding plan, our NPPFA Benefits service representatives are readily available to conduct meetings in person, via phone call, or virtual video conference at a time and place that works best for you. Please go to www.nppfabenefits.org and choose the Book an Appointment tab to schedule a meeting time with a service representative. Alternatively, you can reach our office staff below:



educate@nppfabenefits.org



1701 E. Lake Avenue, Suite 400,
Glenview, IL 60025



866-994-6312

The Wise Choice for Public Employees[®]

Retirement Healthcare Funding Plan

Sponsored by the National Public Pension Fund Association (NPPFA)



NPPFA  **BENEFITS**
National Public Pension Fund Association

NPPFA Benefits On-Demand Representatives

Our representatives are available to meet with you on an individual basis. To schedule an appointment, learn more about our Retirement Healthcare Funding Plan, or how we can help you reach your retirement goals, please contact us at:

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1-773-427-2060
joelb@nppfabenefits.org

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1-847-323-0219
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LJ Kielczynski
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Jeff Hackman
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jeffh@nppfabenefits.org

NPPFA Benefits Service
1-866-994-6312
service@nppfabenefits.org

FAQs regarding your Retirement Healthcare Funding Plan

WHAT CAN MY FUNDS BE USED FOR?

Generally, funds can be used only for qualified medical expenses (e.g., health insurance premiums, deductibles, office visit co-pays, prescription medications, long-term care) and are received tax-free.

WHO CAN MY FUNDS BE USED ON?

The funds can be used for any tax dependent. An example of a tax dependent can be a child(ren), parent, and or spouse. The funds can be used on anyone you declare as a dependent on your federal income tax return.

CAN I CHOOSE MY OWN INVESTMENTS?

Yes. Similar to your 457 deferred compensation plan, you will have your own account and can choose from a list of investment options offered by the *Wise Choice for Public Employees*® plan. Investment options consist of nineteen core asset class specific Vanguard indexes that includes three asset allocation funds and a fixed stable/value fund without the typical liquidity restrictions. A managed account called PortfolioXpress® is provided at no additional fee. A complete list of our investment options can be found in the Funds at a Glance flyer.

HOW DO I SUBMIT A CLAIM?

There are two types of reimbursement – one for recurring monthly insurance premiums and another for general medical expenses. For a partial list of qualifying health care expenses, please go to the NPPFA Benefits website www.nppfabenefits.org under the VEBA/115 Claims tab and select Eligible Expenses. You must always include corresponding proof of payment to be eligible for reimbursement and to avoid any processing delays.

UPLOAD YOUR CLAIM TO NPPFA BENEFITS

Submit your claims directly on the NPPFA Benefits website by using the online claims portal. Go to www.nppfabenefits.org and select the VEBA/115 Claims tab. Then click the "Miscellaneous" claim button to submit any eligible medical expense or use the "Monthly" claim button for recurring monthly insurance premium reimbursements. Log into your account and follow the instructions for submission. If this is the first time you've used the online portal, please click "First Time User/Login Help" to establish your login credentials.

WHEN CAN I EXPECT REIMBURSEMENT?

Monthly claims are specifically for reimbursement of recurring monthly insurance premiums. When you create a monthly claim, NPPFA Benefits will process your monthly reimbursement request to ensure funds are deposited in your bank account around the 5th of each month. You can request reimbursement of the full premium amount, or strategically choose a lesser

amount to leave more funds in your retirement healthcare account to grow tax free for future use.

Miscellaneous claims can include a single medical expense or up to ten separate items. Please allow 2-3 weeks to process your reimbursement upon receipt of completed paperwork. Using the online system will expedite this process.

WHAT HAPPENS IN THE EVENT OF MY DEATH?

In the event of your death, if remaining funds exist, these funds may be used by your spouse or any qualified dependent (a person listed on your tax return). In the absence of a spouse or qualified dependents, assets in your account will be paid to a named beneficiary.

WE ARE HERE TO HELP

If you have any questions regarding your retirement healthcare funding plan, our NPPFA Benefits service representatives are readily available to conduct meetings in person, via phone call, or virtual video conference at a time and place that works best for you. Please go to www.nppfabenefits.org and choose the Book an Appointment tab to schedule a meeting time with a service representative. Alternatively, you can reach our office staff below:

OFFICE HOURS:

Mon-Fri 9am-5pm CST

PHONE:

866-994-6312 (call or fax)

EMAIL:

service@nppfabenefits.org

ADDRESS:

1701 E. Lake Avenue, Suite 400
Glenview, IL 60025

Securities offered through Kestra Investment Services, LLC, Member FINRA/SIPC. Kestra Investment Services, LLC is not affiliated with NPPFA Benefits, or any other entities listed. Investor Disclosures: <https://bit.ly/KF-Disclosures>. The Wise Choice for Public Employees is a registered trademark of the Wealth Resource Group. All rights in this trademark are expressly reserved.



Your Investment Funds at a Glance

Short Bonds/Stable Money Market

Fund Name/Type	Investment Objective	VEBA Expense Ratio	Underlying Investment Ticker Symbol
Vanguard Federal Money Market Inv	Seeks to provide current income and preserve shareholders' principal investment by maintaining a share price of \$1.	0.78%	VMFXX
Vanguard Short Term Investment Grade Admiral	Designed to give investors exposure to high and medium quality, investment grade bonds with short term maturities. The fund invests in corporate bonds, pooled consumer loans, and U.S. government bonds.	0.98%	VFSUX

Intermediate/Long Term Bonds

Vanguard Total Bond Market Index I	Designed to provide broad exposure to U.S. investment grade bonds. Reflecting this goal, the fund invests about 30% in corporate bonds and 70% in U.S. government bonds of all maturities (short, intermediate, and long term issues).	0.98%	VBPIX
Vanguard Inflation Protected Securities I	Designed to protect investors from the eroding effect of inflation by investing in securities that seek to provide a "real" return. The fund invests in bonds that are backed by the full faith and credit of the federal government and whose principal is adjusted quarterly based on inflation.	0.98%	VIPIX

Aggressive Bonds

Vanguard High Yield Corporate Admiral	Invests in a diversified portfolio of medium and lower quality corporate bonds, often referred to as "junk bonds."	1.08%	VWEAX
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Large Cap Stocks

Vanguard Value Index Admiral	Invests in stocks of large U.S. companies in market sectors that tend to grow at a slower pace than the broad market; follows a buy and hold approach.	0.98%	VVIAX
Vanguard Institutional Index I	Tracks the performance of the Standard & Poor's 500® Index.	0.63%	VINIX
Vanguard Large Cap Index I	Invests only in stocks of large U.S. companies.	1.13%	VLISX
Vanguard Growth Index Admiral	Invests in stocks of large U.S. companies in market sectors that tend to grow more quickly than the broad market.	1.23%	VIGAX

Small/Mid Cap Stocks

Vanguard Mid Cap Value Index Admiral	Offers exposure to mid-capitalization U.S. value stocks.	1.23%	VMVAX
Vanguard Mid Cap Growth Index Admiral	Offers exposure to the stocks of mid-capitalization U.S. growth oriented companies, which tend to grow more quickly than the broader group of medium sized companies.	1.33 %	VMGMX
Vanguard Small Cap Value Index I	Offers exposure to the stocks of small-capitalization U.S. value companies, which tend to grow more slowly than the broader group of small sized companies.	1.48%	VSIX
Vanguard Small Cap Index I	Provides broad exposure to the small-capitalization U.S. equity market. The fund seeks to track an index of small sized companies.	1.48%	VSCIX
Vanguard Small Cap Growth Index I	Offers exposure to small-capitalization U.S. growth stocks, which tend to grow more quickly than the broader market. The fund seeks to track a growth style index of small sized companies.	1.53%	VSGIX

International Stocks

Vanguard Total Intl Stock Index	The fund tracks stock markets all over the globe with the exception of the United States.	1.38%	VTSNX
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Multi Asset/Other

Vanguard Target Retirement 2060 Inv	Invests in four Vanguard index funds, holding approximately 90% of assets in stocks and 10% in bonds.	1.42%	VTTSX
Vanguard Life Strategy Income Inv	Seeks to provide current income and some capital appreciation and is the most conservative. The fund holds 80% of its assets in bonds, a portion of which is allocated to international bonds and 20% in stocks, a portion of which is allocated to international stocks.	1.21%	VASIX
Vanguard Life Strategy Moderate Growth Inv	Seeks to provide capital appreciation and a low to moderate level of current income. The fund holds 60% of its assets in stocks, a portion of which is allocated to international stocks, and 40% in bonds, a portion of which is allocated to international bonds.	1.31%	VSMGX

Fixed

Standard Stable Asset Fund III	Interest Rates: The guaranteed crediting rate is declared in advance and is reset quarterly. The declared crediting rate will never be below 1.00%. Principal and interest are guaranteed by Standard Insurance Company. For the latest credited rate information, please log into your account at my.trsretire.com .	N/A	N/A
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Mutual funds are sold by prospectus. Please consider the charges, risks, expenses and investment objectives carefully before investing. A prospectus containing this and other information about the investment company can be obtained from your financial professional. Read it carefully before you invest or send money.

“My financial picture is relatively straightforward, so an investment strategy based on when I plan to retire (and my comfort with risk) is probably a good starting point.”

If this statement applies to you, consider *PortfolioXpress*, our automatic asset allocation and rebalancing service. *PortfolioXpress* is offered at no additional cost, although you will continue to pay any fees related to the underlying funds in which your account is invested.

ONE-STEP DIVERSIFICATION

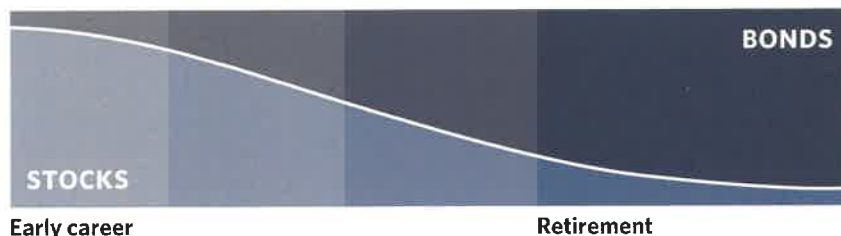
Using your plan's fund lineup, *PortfolioXpress* creates a diversified investment mix based on your risk preference and anticipated retirement year.

Once you agree, the service automatically:

- Rebalances your account and future allocations to reflect your mix.
- Rebalances your portfolio to maintain your mix as needed.
- Adjusts your mix to become more conservative over time.

Your circumstances may change over time, so review your investing strategy periodically to make sure it continues to reflect your current situation. You can adjust your *PortfolioXpress* settings at any time at [URL].

A GLIDE PATH CHARTS THE COURSE FOR YOUR INVESTMENT MIX.



The glide path above is illustrative and does not represent a specific asset allocation at any given time. Be sure to review the investment mixes and glide path before investing.

Sign up for *PortfolioXpress*:



VISIT
[Transamerica.com]



CALL
[800-755-5801]

PortfolioXpress® is a registered service mark of Transamerica Retirement Solutions, LLC (Transamerica). *PortfolioXpress*® presents a series of asset allocation models up to and through a designated retirement year. You are solely responsible for choosing the retirement year [and risk preference]. By subscribing to the service, you agree to each of the asset allocation mixes and automated rebalancing transactions that will take place over time within your account as you approach the selected retirement year. If you sign up, you should carefully review the service agreement for additional information regarding fees and other terms and conditions that may apply to this service. Although the *PortfolioXpress*® service is offered at no additional cost, you will continue to bear the fees of the underlying funds in which the account is invested. *PortfolioXpress*® is designed as investment education and is structured to comply with the Investment Education Exception under the Fiduciary Rule (DOL Regulation § 2510.3-21 - Definition of “Fiduciary”). Transamerica Retirement Solutions or its affiliates do not provide investment advice for *PortfolioXpress*®. Retirement date portfolios are subject to the same risks as the underlying asset classes in which they invest. The higher the portfolio's allocation is to stocks, the greater the risk. The principal value of the portfolio is not guaranteed at any time, including at and after the target date.

Transamerica Retirement Solutions (TRS) is affiliated with Massachusetts Fidelity Trust Company (MFTC) through which TRS provides certain investment education services to plan participants and other administrative services on behalf of the plan. MFTC is an Iowa trust company with its principal office located at 4333 Edgewood Road NE, Cedar Rapids, IA 52499. All Transamerica companies identified are affiliated, but are not affiliated with your employer.

NOT INSURED BY FDIC OR ANY FEDERAL GOVERNMENT AGENCY	MAY LOSE VALUE	NOT A DEPOSIT OF OR GUARANTEED BY ANY BANK
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TRANSAMERICA®

Designating a Beneficiary for your 115 Trust

WHY DESIGNATING A BENEFICIARY IS IMPORTANT?

Similar to your 457(b) account, other investment accounts, and life insurance policies, naming a beneficiary for your 115 trust account is essential to your financial plan and your family's well-being. Please review the following guidelines for completing and returning the beneficiary form.

WHEN WILL THIS FORM BE REFERENCED?

It is important to note that this form will only be referenced if you die without a spouse or other tax dependent(s).

A tax dependent is a qualifying person (typically your child or relative) whom you declare as a dependent on your individual or joint federal income tax filing.

If you die with a tax dependent, your account will automatically "go to them".

EXAMPLES OF WHO NOT TO LIST ON THE FORM

- Your spouse (your account automatically goes to him/her)
- Dependent (minor) children
- Any other tax dependent

EXAMPLES OF WHO TO LIST ON THE FORM

- Adult children
- Parent or other sibling
- Extended family member
- Some other person or organization that will receive the funds in the event of your death

RETURN YOUR BENEFICIARY FORM TO NPPFA BENEFITS

Submit your beneficiary form directly on the NPPFA Benefits website by using the secure file transmission feature. Go to www.nppfabenefits.org and select the Resources tab. Then choose Secure File Transmission to complete the information required to return your beneficiary form to us securely.

Alternatively, you can send the completed form via fax to 866-994-6312 or mail to the address below. Please contact NPPFA Benefits Customer Service for any additional questions.

EMAIL:

service@nppfabenefits.org

ADDRESS:

1701 E. Lake Avenue, Suite 400
Glenview, IL 60025

Instructions

To designate a beneficiary or to change your existing beneficiary designation on your plan, complete all applicable sections of this form, obtain any required signatures, and return it to your Plan Representative. This form will only be referenced if you die without a spouse or tax dependents.

☐ Initial Designation ☐ Change of Designation

Section A. Employer Information

Company/Employer Name

Contract/Account No. Affiliate No. Division

Section B. Personal Information

Social Security No. Date of Birth (mm/dd/yyyy)

First Name/Middle Initial Last Name

Mailing Address

City State Zip Code

Phone No. Ext.

E-mail Address

Section C. Primary Beneficiary Designation - This person will receive the benefit only if you die without a tax dependent

This designation will apply to the account number above. You must designate a specific percentage for each beneficiary. Shares must be whole percentages and total 100%. If you do not indicate shares, benefits will be split equally among surviving beneficiaries. If the named beneficiary is a trust, please specify the name and date of the trust and the name of the trustee. The person(s) listed should NOT be your spouse or minor children since your account will automatically be re-titled in their name in the event of your death. Designate a non tax dependent as your beneficiary. This can include your adult children, a parent or sibling, an extended family member, or some other person or organization that will receive the funds in the event of your death.

Share of Benefits: % (whole percentages only) Relationship

Last Name or Name of Trust Date of Birth or Date of Trust (mm/dd/yyyy)

First Name/Middle Initial Social Security No. or Trust Tax ID

Mailing Address

City State Zip Code

Primary Beneficiary Designation (continued)

Share of Benefits:	<input type="text"/>	% (whole percentages only)	Relationship	<input type="text"/>
Last Name	<input type="text"/>	Date of Birth (mm/dd/yyyy)	<input type="text"/>	
First Name/Middle Initial	<input type="text"/>	Social Security No.	<input type="text"/>	
Mailing Address	<input type="text"/>			
City	<input type="text"/>	State	<input type="text"/>	Zip Code <input type="text"/>

Section D. Contingent Beneficiary(ies) - Will receive benefits if no primary beneficiary is living at the time of your death

Note: Share of benefits must total 100% for contingent beneficiaries. If additional space is needed to designate multiple beneficiaries, complete the Supplemental Beneficiary Designation page.

Share of Benefits:	<input type="text"/>	% (whole percentages only)	Relationship	<input type="text"/>
Last Name	<input type="text"/>	Date of Birth (mm/dd/yyyy)	<input type="text"/>	
First Name/Middle Initial	<input type="text"/>	Social Security No.	<input type="text"/>	
Mailing Address	<input type="text"/>			
City	<input type="text"/>	State	<input type="text"/>	Zip Code <input type="text"/>

Share of Benefits:	<input type="text"/>	% (whole percentages only)	Relationship	<input type="text"/>
Last Name	<input type="text"/>	Date of Birth (mm/dd/yyyy)	<input type="text"/>	
First Name/Middle Initial	<input type="text"/>	Social Security No.	<input type="text"/>	
Mailing Address	<input type="text"/>			
City	<input type="text"/>	State	<input type="text"/>	Zip Code <input type="text"/>

Section E. Participant Signature

I certify that the information provided on this form is correct and complete.

X _____ **X** _____
Participant Signature Date

X _____ **X** _____
Print Name Social Security Number

Section F. Plan Representative Signature

I certify that the information provided on this form is correct and complete.

X _____ **X** _____
Plan Representative Signature Date

Supplemental Beneficiary Designations

Social Security No.

First Name/Middle Initial

Last Name

Note: Share of benefits must total 100% for primary beneficiaries (will receive benefits in the event of your death) AND 100% for contingent beneficiaries (will receive benefits if no primary beneficiary is living at the time of your death).

☐

Primary Beneficiary

☐

Contingent Beneficiary

Share of Benefits:

% (whole percentages only)

Relationship

Last Name

Date of Birth (mm/dd/yyyy)

First Name/Middle Initial

Social Security No.

Mailing Address

City

State

Zip Code

☐

Primary Beneficiary

☐

Contingent Beneficiary

Share of Benefits:

% (whole percentages only)

Relationship

Last Name

Date of Birth (mm/dd/yyyy)

First Name/Middle Initial

Social Security No.

Mailing Address

City

State

Zip Code

NOTES

NOTES



www.nppfabenefits.org
1-866-994-6312



Scan QR code with your smartphone to:



Visit the app store and download the Transamerica app.



Visit the NPPFA Benefits website.



Access your account or establish a new one.



Kendall County Agenda Briefing

Meeting Type: Committee of the Whole
Meeting Date: 5/15/2025
Subject: Main Street Campus Improvements Cordogan Clark Proposal
Prepared by: Dan G. Polvere
Department: Facilities Management

Action Requested:

Review and Move to County Board for Approval

Board/Committee Review:

N/A

Fiscal impact:

\$968,490 from the Building Capital Fund (1401)

Background and Discussion:

As part of the County Office Building renovation project, the County had intended to make overall campus improvements as well. At the March 13, 2025 Committee of the Whole, Cordogan Clark and Associates presented a design plan that will complete the downtown campus. The improvements include:

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

Cordogan Clark will provide basic Architectural along with Structural and Mechanical, Electrical, and Plumbing (SMEP) services based on a fee percentage of 8% of the projected cost of construction plus construction contingency. The project construction costs are estimated to be around \$824,528. Civil Engineering fees, estimated at \$25,000, are being competitively procured and will include the survey and geotechnical services. Construction Management (CM) preconstruction services (estimating, bidding management, scheduling and constructability

analysis) will be completed for a lump sum of \$10,000. The CM service fee for this project will be 3%. Public Bidding and Management of the Construction will be performed concurrently by the on-site Phase II superintendent with periodic support and administrative help, as needed. Cordogan Clark estimates that this cost would be approximately \$20,000 and billed only as time is recorded on the project.

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

Staff Recommendation:

Review and Move to County Board for Approval

Attachments:

- Cordogan Clark Main Street Campus Improvements Proposal
- Main Street Campus Upgrades Preliminary Design and Schematic Design Estimates

May 6, 2025

Kendall County
111 West Fox Street
Yorkville, Illinois 60560
Attention: Dan Polvere

RE: KENDALL COUNTY – MAIN STREET CAMPUS IMPROVEMENTS PROPOSAL

Dear Dan,

We appreciate the opportunity to present our proposal to Kendall County (KC) to provide professional architectural, engineering, and limited construction management services under the Master Agreement dated August 26, 2022. Cordogan Clark is excited about the opportunity to work with the County on this critical project. Our team will ensure that the County receives the best and most attentive services at the best value. The project scope is identified below:

Project Description:

Various site improvements including monumental signage, additional parking, a memorial plaza and a dumpster enclosure were identified as being needed at the Main Street campus. Additional capital projects at the Historic Courthouse would also be included in this project documentation including replacement of windows, HVAC replacement, and roofing replacement. Now that the full scope of these items has been identified through the schematic design process the County is ready to proceed with permit documents, bidding and construction.

Proposed Cost of Work:

Cordogan Clark (CC) will provide basic Architectural, Structural and Mechanical, Electrical, and Plumbing (SMEP) services based on a fee percentage of 8.0% (as defined in the Fee Schedule of the Master Agreement and discounted to illustrate our commitment to Kendall County) of the projected cost of construction plus construction contingency. The project construction costs are anticipated to be around \$824,528. The design fees will be reconciled and fixed as determined at the end of the design development phase based on the agreed to cost estimate. Civil Engineering fees will be competitively procured and will be run through the CC Contract as a direct pass through. Reimbursable expenses such as printing and miscellaneous costs shall be provided at direct cost, and it is recommended that an allowance of \$500 be set aside for such items.

CC will also provide Construction Management Services (CM) on the project. The CM services include preconstruction services (estimating, bidding management, scheduling, and constructability analysis) and can be completed for a lump sum of \$10,000. The CM services would include public bidding on the project to local trade contractors and management of the construction will be performed with by the on-site superintendent on

the concurrent project (COB Phase 2 Project), Ken Gleason with periodic support and administrative help as needed. The cost of this supervision will be billed only as time is recorded on the project. We have estimated that this cost would be approximately \$20,000. The CM service fee for this project would be 3.0% of the cost of the work.

Schedule:

We understand the desired goal of Kendall County is to have this project start construction in the late summer of 2025 with project completion in the fall of 2025 to coincide with the completion of adjacent site work part of the Phase 2 – COB renovation project.

We are confident that the deliverable that we will provide to your team will be of the highest caliber and accuracy having the full benefit of being produced by our integrated team of architects, engineers and construction managers.

If this proposal meets your satisfaction, please sign on below and return a copy to us via email at bkronewitter@cordoganclark.com and ncox@cordoganclark.com.

Respectfully Submitted,

Cordogan Clark



Nathaniel Cox, RA
Project Manager



Brian Kronewitter, AIA, DBIA
Principal / Executive Vice President

Cordogan Clark

BY: 

It's representative

DATE: May 6, 2025

County of Kendall

BY:

It's representative

DATE:

Kendall County
Main Street Campus Upgrades
Preliminary Design Estimate
May 9, 2025



TOTAL BUILDING SITE SQUARE FOOTAGE:		22,995	SF
Div.	Item	Total	Cost Per/SF
2	Existing Conditions (Building/Site Demolitions)	\$45,493	\$1.98
3	Concrete (Footings, Foundations, Interior Slabs)	\$16,350	\$0.71
4	Masonry (CMU/Face Brick)	\$39,700	\$1.73
10	Specialties (Signage, Accessories)	\$50,000	\$2.17
26	Electrical (Power, Lighting Infrastructure, Data and Alarms)	\$29,000	\$1.26
31	Earthwork (Excavation, Site Prep, Grading, Aggregates)	\$92,150	\$4.01
32	Exterior Improv. (Flatwork, Paving, Landscaping)	\$388,710	\$16.90
Sub-Total Construction Cost:		\$661,403	\$28.76
Design Contingency and Construction Contingency		\$66,140	10.0%
Sub-Total Construction Cost w/ Contingency:		\$727,543	\$32.00
Escalation		\$29,102	4.0%
Construction Cost w/ Contingency and Escalation:		\$756,645	\$32.90
General Requirements		\$20,808	2.8%
Preconstruction Fee		\$10,000	1.32%
CM Fee		\$22,699	3.00%
Bonds & Insurance		\$14,376	1.9%
Construction Cost:		\$824,528	\$35.86
SOFT COSTS/OTHER FEES:			
Design Fees:		\$65,962	8.00%
Furniture & Equipment		\$40,000	
Civil Engineering/Survey & Geotech		\$25,000	
Material Testing		\$10,000	
Reimbursables		\$3,000	
TOTAL PROJECT COST:		\$968,490	\$42.12

Kendall County
Main Street Campus Upgrades
Schematic Design Estimate



DATE:	5/9/2025	Affected Site:	22,995	SF	
BY:	NKC/BK				
		TOTAL SF:	22,995	SF	

5/9/25

CODE	DESCRIPTION	QTY	U/M	Labor	Material	Total	PER SF
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DIV 2 - DEMOLITION

241113	Site Demolition						
	Site Clearing/Excavations	22,995	SF		\$1.50	\$34,493	\$1.50
	Sidewalk Removal	2,400	SF		\$2.50	\$6,000	\$0.26
	Miscellaneous Site Demolitions - Allow	1	ALLOW		\$5,000	\$5,000	\$0.22
Sub Total						\$45,493	\$1.98

DIV 2 - DEMOLITIONS TOTAL

DIV 3 - CONCRETE

03300	Cast in Place Concrete						
	Exterior - Slab on Grade	300	SF		\$10.75	\$3,225	\$0.14
Sub Total						\$3,225	\$0.14
03310	Structural Concrete						
	Foundation Walls	25	CY		\$525.00	\$13,125	\$0.57
Sub Total						\$13,125	\$0.57

DIV 3 - CONCRETE TOTAL

DIV 4 - MASONRY

04210	Unit Masonry						
	CMU/Face Brick - Trash Enclosure	550	SF		\$52.00	\$28,600	\$1.24
	Miscellaneous Masonry Labor	24	HRS	\$150.00		\$3,600	\$0.16
	Maintenance/Repairs/Patching - Allowance	1	ALLOW		\$7,500.00	\$7,500	\$0.33
Sub Total						\$39,700	\$1.73

DIV 4 - MASONRY TOTAL

DIV 10 - SPECIALTIES

10140	Signage						
	Exterior Monument Sign	1	ALLOW		\$50,000	\$50,000	\$2.17
Sub Total						\$50,000	\$2.17

Kendall County
Main Street Campus Upgrades
Schematic Design Estimate



DATE:	5/9/2025	Affected Site:	22,995	SF				5/9/25
BY:	NKC/BK							
		TOTAL SF:	22,995	SF				
CODE	DESCRIPTION	QTY	U/M	Labor	Material	Total	PER SF	

DIV 10 - SPECIALTIES TOTAL						\$50,000	\$2.17	
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DIV 26 - ELECTRIC								
26000 Electrical Work								
Street Lamps	4	EA		\$1,000	\$4,000	\$0.17		
Wayfinding Bollards	10	EA		\$500	\$5,000	\$0.22		
Monumental Sign Lighting	2	EA		\$1,000.00	\$2,000	\$0.09		
Site Electrical Feeds	1,200	LF		\$15.00	\$18,000	\$0.78		
Sub Total						\$29,000	\$1.26	
DIV 26 - ELECTRIC						\$29,000	\$1.26	

DIV 31 - EARTHWORK								
31060 Ground Improvements								
Ground Improvements Allowance	1	ALLOW		\$20,000	\$20,000	\$0.87		
Sub Total						\$20,000	\$0.87	
31230 Excavation and Fill								
Building - Backfill	40	Tons		\$40.00	\$1,600	\$0.07		
Fine Grading & Aggregates	2,555	SY		\$10.00	\$25,550	\$1.11		
Topsoil	500	CY		\$80.00	\$40,000	\$1.74		
Sub Total						\$67,150	\$2.92	
31250 Erosion Control								
Erosion Control - Allow	1	ALLOW		\$5,000.00	\$5,000	\$0.22		
Sub Total						\$5,000	\$0.22	
DIV 31-EARTHWORK						\$92,150	\$4.01	

DIV 32 - EXTERIOR IMPROVEMENTS								
Site Development - Adjustment								
	22,995	SF		\$8.00	\$183,960	\$8.00		
Sub Total						\$183,960	\$8.00	
Stormwater piping and modification								
	1	ALLOW		\$50,000	\$50,000	\$2.17		
Sub Total						\$50,000	\$2.17	
32120 Flexible Paving								
Asphalt Paving - Surface Course	2,200	SY		\$15.00	\$33,000	\$1.44		
Striping - Allowance	1	ALLOW		\$17,000	\$17,000	\$0.74		
Sub Total						\$50,000	\$2.17	
32140 Unit Pavers								
Permeable Brick Pavers	1,200	SF		\$20.00	\$24,000	\$1.04		

Kendall County
Main Street Campus Upgrades
Schematic Design Estimate



DATE:	5/9/2025	Affected Site:	22,995	SF	5/9/25
BY:	NKC/BK				
		TOTAL SF:	22,995	SF	

CODE	DESCRIPTION	QTY	U/M	Labor	Material	Total	PER SF
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Sub Total						\$24,000	\$1.04
32160	Curbs, Gutters, Sidewalks						
	Sidewalk w/ Aggregates	2,500	SF		\$9.50	\$23,750	\$1.03
	Curb and Gutter	750	LF		\$20.00	\$15,000	\$0.65
Sub Total						\$38,750	\$1.69
32930	Landscaping						
	Landscaping	1	ALLOW		\$30,000.00	\$30,000	\$1.30
	Trash Enclosure - Gate	1	LS		\$12,000	\$12,000	\$0.52
Sub Total						\$42,000	\$1.83
DIV 32 - SITE IMPROVEMENTS TOTAL						\$388,710	\$16.90

SUB-TOTAL CONSTRUCTION COST	22,995	SF	\$661,403	\$29
DESIGN AND CONSTRUCTION CONTINGENCY			\$66,140	10.0%
CONSTRUCTION COST W/ CONTINGENCY			\$727,543	\$32
ESCALATION			\$29,102	4.0%
CONSTRUCTION COST WITH CONTINGENCY AND ESCALATION			\$756,645	\$33
CM COST				
GENERAL REQUIREMENTS			\$20,808	2.75%
PRE CONSTRUCTION FEE			\$10,000	3.00%
CM FEE			\$22,699	3.00%
BONDS AND INSURANCE			\$14,376	1.9%
TOTAL CONSTRUCTION COST			\$824,528	\$36

SOFT COSTS				
DESIGN FEES (FIXED)			\$65,962	8.00%
SOFT COSTS/OTHER FEES			\$78,000	9.5%
	Furniture & Equipment		\$40,000	
	Civil Engineering/Survey & Geotech		\$25,000	
	Material Testing		\$10,000	
	Reimbursables		\$3,000	
TOTAL PROJECT COST			\$968,490	\$42



Kendall County Agenda Briefing

Meeting Type: Committee of the Whole
Meeting Date: 5/15/2025
Subject: Phase II County Office Building Renovations Contingency Reduction #2
Prepared by: Dan G. Polvere
Department: Facilities Management

Action Requested:

Review and Forward to Board for Approval

Board/Committee Review:

N/A

Fiscal impact:

\$75,293 reduction of Phase II Contingency. The remaining contingency is \$288,490.

Background and Discussion:

Phase II Contingency Reduction #2 includes revisions that result from further review of the project to ensure operational needs are met. Staff have also worked with Cordogan Clark to modify the glass at all service counters to improve customer service while maintaining security. Staff are working proactively with Cordogan Clark to make any necessary modifications early in the process, where changes can be made most efficiently.

The total request for Phase II Contingency Reduction #2 is \$75,293 with revised contract amounts as follows. **The current available contingency is \$288,490.**

- Lite Construction \$ 2,623,233 (\$33,663 increase)
- CMM Group \$ 814,371 (\$11,179 increase)
- TSI Commercial Flooring \$ 598,862 (\$1,227 increase)
- Omega Plumbing \$ 306,193 (\$965 increase)
- Artlip & Son \$ 876,870 (\$570 increase)
- Aurora Wiring & Fixture \$ 1,049,689 (\$27,689 increase)

Staff Recommendation:

Review and Forward to Board for Approval

Attachments:

Phase II Contingency Reduction #2

Phase II Contingency Reduction #2 Log Summary

CONTINGENCY REDUCTION

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

PROJECT: Phase Two County Office Building

CONTINGENCY REDUCTION #: CR-002

CLIENT: Kendall County
504 S. Main Street
Yorkville, IL 60560

DATE: 5/7/2025
CONTRACT DATE:
PROJECT #: 241014

CONSTRUCTION

MANAGER: Cordogan Clark Consulting Services
515 Redwood Drive
Aurora, IL 60506

The Contract is changed as follows:

1. LITE CONSTRUCTION

PR #003 Treasurer Dept Revisions	\$5,463.00
PR #004 Assessor Dept Revisions	\$5,450.00
PR #006 PBZ Dept Revisions	\$605.00
PR #007 Third Floor Dept Revisions	\$10,346.00
PR #009 Private Spaces Revisions	\$4,738.00
PR #014 IT Wall Extension & Ceiling	\$7,061.00
New Contract Amount	\$2,623,233.00
	\$33,663.00

2. CMM GROUP

PR #004 - Assessor Dept. Revisions	\$0.00
PR #006 - PBZ Dept Revisions	\$2,070.00
PR #010 - Reception Glazing	\$9,109.00
New Contract Amount	\$825,550.00
	\$11,179.00

3. TSI COMMERCIAL FLOORING

PR #014 IT Wall Extension & Ceiling	\$1,227.00
New Contract Amount	\$598,862.00
	\$1,227.00

4. OMEGA PLUMBING

PR #009 Add Icemaker	\$965.00
New Contract Amount	\$306,193.00
	\$965.00

5. ARTLIP & SON

PR #014 IT Wall Extension & Ceiling	\$570.00
New Contract Amount	\$876,870.00
	\$570.00

CONTINGENCY REDUCTION

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

PROJECT: Phase Two County Office Building

CONTINGENCY REDUCTION #: CR-002

CLIENT: Kendall County
504 S. Main Street
Yorkville, IL 60560

DATE: 5/7/2025
CONTRACT DATE:
PROJECT #: 241014

CONSTRUCTION

MANAGER: Cordogan Clark Consulting Services
515 Redwood Drive
Aurora, IL 60506

6. AURORA WIRING & FIXTURE

PR #003 Treasurer Dept Revisions	\$5,546.00
PR #004 Assessor Dept Revisions	\$96.00
PR #005 GIS Dept Revisions	\$4,243.00
PR #006 PBZ Dept Revisions	\$3,751.00
PR #007 Third Floor Dept Revisions	\$3,427.00
PR #009 Private Spaces Revisions	\$4,523.00
PR #011 Additional Disconnect Switch	\$4,608.00
PR #013 Additional Wayfinding Signage Light	\$1,023.00
PR #014 IT Wall Extension & Ceiling	\$472.00
New Contract Amount \$1,049,689.00	\$27,689.00

SUB-TOTAL FOR ALLOWANCE REDUCTION: \$75,293.00

The Original Contingency was:	\$379,611.00
Net Change by previously authorized Contingency Reductions:	\$15,828.00
The Contingency prior to this reduction was:	\$363,783.00
The Contingency will be decreased by this reduction in the amount of:	\$75,293.00
The new Contingency with this reduction will be:	\$288,490.00
The Contract Time will be (increased) (decreased) (unchanged) by:	(0) days
The date of Substantial Completion as of the date of this Allowance Reduction, therefore is:	<u>unchanged.</u>

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

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER:

CONSTRUCTION MANAGER:

Cordogan Clark Consulting Services, Inc.
515 Redwood Drive
Aurora, IL 60505

By: _____

Date: _____

OWNER:

Kendall County
504 S. Main Street
Yorkville, IL 60560

By: _____

Date: _____

Kendall County
Ph 2 County Office Building
Contingency Reduction Log
05/09/25



PCO #	Date Approved By Owner	Contractor	Description	Potential Contingency Reduction Amount	Contingency Reduction Amount Approved	Comments
CONTINGENCY REDUCTIONS PREVIOUSLY APPROVED:					\$15,828	
PR #003 Treasurer Dept Revisions				\$11,009		
Revisions include modifying the reception counter in office 121, 3 additional panic buttons, removing camera from room 120, 3 additional duplex outlets and 2 additional data ports in office 121, removing occupancy sensors from reception counter, provide keycard access to Record Storage 120, providing 1 additional duplex outlet and 2 additional data ports for a printer in room 127, providing 1 duplex outlet and 2 data ports for future kiosk on lobby side of wall.						
4R2		Lite Construction		\$5,463		
		Aurora Fixture & Wiring		\$5,546		
PR #004 Assessor Dept Revisions				\$5,546		
Revisions include modifying the reception counter in office 110, revising glazing at reception counter, revising door 111A into Supervisor 111, revising furniture layout for Supervisor 111 and relocating light switch, power, and data receptacles, removing occupancy sensors at the reception counter, revising counter height outlet at casework in Office 110 to be (2) double duplex receptacles, revising counter height outlets at casework in office 110.						
5R2		Lite Construction		\$5,450		
		CMM Group		\$0		
		Aurora Fixture & Wiring		\$96		
PR #005 GIS Dept Revisions				\$4,243		
Revisions include removing occupancy sensors at counter in GIS 128, adding 2 double duplex outlets along the counter in GIS 128, revising equipment layout, adding a 6' wide counter for 2 hoteling stations in the southwest corner of GIS 128, adding 4 data ports and 2 double duplex outlets at counter height in GIS 128, adding 1 duplex outlet and 2 data receptacles at Corridor 108 outside of GIS 128 for new wall mounted monitor, and installing mounting hardware for digital monitor.						
		Aurora Fixture & Wiring		\$4,243		

Kendall County
Ph 2 County Office Building
Contingency Reduction Log
05/09/25



PCO #	Date Approved By Owner	Contractor	Description	Potential Contingency Reduction Amount	Contingency Reduction Amount Approved	Comments
PR #006 PBZ Dept Revisions				\$6,426		
Revisions include revising glazing at reception counter in Office 210, removing occupancy sensors at the reception counter in Office 210, adding a 6' wide counter on the West wall of Office 210 for 2 new hoteling stations, revising casework under reception counter in Office 210, providing 1 additional panic button in 211, providing additional power and data receptacles on West wall of Office 210, adding 1 data receptacle in 215.						
7R2		Lite Construction		\$605		
		CMM Group		\$2,070		
		Aurora Fixture & Wiring		\$3,751		
PR #007 Third Floor Dept Revisions				\$13,773		
Revisions include adding open shelving to East wall of Storage 306, adding and revising casework at reception counter in Office 307 and 324, removing lateral file cabinets to provide additional casework below counter on South wall of Office 307 and 324, removing all occupancy sensors at reception counter in Office 307 and 324, adding 6' counter to Office 323, adding power and data receptacles along new counter in Office 323, removing 2 cubicles in Office 307 including associated power and data receptacles, adding 2 data receptacles along the South wall of Office 307 and 324, relocating 1 panic button at the reception counter in Office 307 and 324 to South wall in Office 307, revising hardware for doors 318A and 332A to add card reader access, and revising extents of LVT flooring and carpet tile flooring in Office 323.						
8R2		Lite Construction		\$10,346		
		Aurora Fixture & Wiring		\$3,427		
PR #009 Private Spaces Revisions				\$10,226		
Revisions include adding panic button to East wall of 322, adding and revising casework and casework hardware in 322, adding additional data receptacles to 322, adding sitting counter to 221, adding a power receptacle for additional refrigerator in 221, add power receptacles along new sitting counter in 221, and adding cold water supply line to refrigerator on North wall of 221.						
10R2		Lite Construction		\$4,738		
		Omega Plumbing		\$965		
		Aurora Fixture & Wiring		\$4,523		
PR #010 Reception Glazing				\$9,109		
Revise glazing configurations at all 6 department reception counters, add glass hole and back voice port at each reception workstation, and remove all transaction deal trays from each reception workstation.						
		CMM Group		\$9,109		

Kendall County
Ph 2 County Office Building
Contingency Reduction Log
05/09/25



PCO #	Date Approved By Owner	Contractor	Description	Potential Contingency Reduction Amount	Contingency Reduction Amount Approved	Comments
PR #011 Additional Disconnect Switch				\$4,608		
Provide additional fusible disconnect for second generator feed, and refeed LP1 panel through HDP panel so that all equipment in the building is powered by the 600A service and allowing the 200A meter to be provided for future expansions.						
		Aurora Fixture and Wiring		\$4,608		
PR #013 Additional Wayfinding Signage Light				\$1,023		
Provide and install 1 additional gimble floodlight on the North side of the new wayfinding signage adjacent to the county office building at 504 S. Main Street as seen on E0.1.						
		Aurora Fixture and Wiring		\$1,023		
PR #014 IT Wall Extension and Ceiling				\$9,330		
Revise IT 223 existing ceiling to be demolished in its entirety, including diffusers and lights, provide new sealed concrete floor finish in IT 223, extend IT dept perimeter walls to deck with construction to match existing, revise new diffusers in IT 223 to be round double deflection supply grills and remove 1 lay in return diffuser, paint full height of walls and all exposed structure and ductwork in IT 223, and provide and install 1 new F9 light fixture.						
11		Lite Construction	Base Work	\$5,109		
			Option 1	\$1,952		
		TSI Flooring		\$1,227		
		Artlip & Sons		\$570		
		Aurora Fixture and Wiring		\$472		
POTENTIAL CONTINGENCY REDUCTIONS TO BE APPROVED:					\$75,293	



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 5/15/2025
Subject: Comprehensive Development Agreement
Prepared by: Christina Burns, County Administrator
Department: Administration

Action Requested:

Review Connect Kendall County Progress and draft Comprehensive Development Agreement

Board/Committee Review:

May 13, 2025: Connect Kendall County Commission Review of CDA

Fiscal impact:

NA

Background and Discussion:

Kendall County was awarded a \$15 million grant from the State of Illinois for the construction of a broadband network to connect unserved and underserved areas of Kendall County. Over the past year, the County has worked with our partner Pivot Tech and the Illinois Office of Broadband to further refine and clarify the project. Earlier this month, the Broadband Office provided its final signoff. This allows us to move forward with bringing the project to reality.

Project overview

The grant provides support to construction two middle-miles rings, including last-miles services via fiber and fixed wireless to provide broadband services (minimum 100 Mbps symmetrical) to more than 3,000 unserved and underserved locations in Kendall County. The infrastructure will also extend services to more portions of the County to broaden its customer base.

The total construction cost for Phase 1 is \$37 million. The remaining project funds will come from \$30 million revenue bonds issued by Fox Fiber, NFP. The intent is for the County to authorize Fox Fiber to act on behalf of the County to finance, construct and operate the project until such time as the debts are paid. The network would then become the property of the County, which could choose to continue to lease the network, operate by itself or take an alternative approach.

The intention is to extend services to more areas of the County in future project phases, which would require authorization by the County for Fox Fiber to issue additional debt. The County has no financial obligation to the network. Fox Fiber's bonds are being issued only on the projected revenue of the project.

Comprehensive Development Agreement

The County will be asked to approve two documents authorizing Fox Fiber to act on behalf of the County under IRS Code 63-20. The first is an Authorizing Resolution. The second is the Comprehensive Development Agreement, which is the contract that regulates the relationships between Fox Fiber and the County. A draft of the CDA is included for review and discussion.

The Comprehensive Development Agreement establishes project benchmarks on service, holds Fox Fiber accountable for the grant requirements, processes for reporting progress to the County, responsibilities of Fox Fiber in completing the project, and obligates the County's broadband grant funds to support the project.

Staff Recommendation:

Review and discussion of the Comprehensive Development Agreement

Attachments:

Comprehensive Development Agreement Draft

COMPREHENSIVE DEVELOPMENT AGREEMENT

This COMPREHENSIVE DEVELOPMENT AGREEMENT (this “Agreement”), dated as of the [] day of [], 2025 (the “Effective Date”), is entered into between the County of Kendall, Illinois, a body politic of the State of Illinois (the “County”) and Fox Fiber, NFP (the “Company”), an nonprofit corporation organized and existing under the laws of the State of Illinois.

WITNESSETH:

WHEREAS, on April 25, 2023, the County issued a Request for Proposal titled “Public-Private Partnership in Providing Fiber to the Home and Internet Services” (the “Solicitation”), which is attached hereto as Exhibit A, seeking certain services in connection with a project designed to expand fiber optic connectivity throughout the County;

WHEREAS, Pivot-Tech Development, Inc. (“Pivot”), in conjunction with its consortium partners (Aecon Construction US, Inc., Alma Global Infrastructure, Inc. (subsequently replaced by Municipal Capital Markets Group, Inc.), Ciena, Inc., Flexnode, Inc., Mobia, Inc., and Widelity, Inc.) (collectively “Pivot Team”), responded with a proposal dated June 14, 2023 (the “Proposal”), which is attached hereto as Exhibit B, and the Pivot Team was selected by the County as the best proposal in response to the Solicitation;

WHEREAS, the County with the assistance of Pivot submitted grant applications (collectively, the “Grant Application”) to the State of Illinois “Connect Illinois” Grant Program Round 3, and on June 7, 2024 (as has been amended, supplemented and resubmitted to and through the date hereof) the State of Illinois, by and through the Department of Commerce and Economic Opportunity and the Illinois Office of Broadband, awarded the County two grants (collectively, the “Grant”) in the aggregate amount of \$15,000,000 (the “Grant Funds”) to fund the development and installation of the Ring 1 and Ring 3 components of the Project;

WHEREAS, the County has or will enter into an agreement with the State of Illinois Department of Commerce and Economic Opportunity (the “Grant Agreement”), a copy of which is attached hereto as Exhibit C and incorporated by reference herein;

WHEREAS, the County will assign to the Company, or will otherwise utilize the Grant Funds to reimburse the Company for certain costs of the Project that are requisitioned by the Company upon satisfactory completion of those components of the Project for which the Grant Funds were awarded;

WHEREAS, the County and Pivot entered into a Predevelopment Agreement, dated May 7, 2024, (the “Predevelopment Agreement”), attached hereto as Exhibit I, setting forth certain responsibilities and obligations of the County and Pivot for the specified predevelopment services set forth therein, and pursuant to the Predevelopment Agreement and in furtherance of the Project;

WHEREAS, the Company may enter into contracts with Pivot and/or the Pivot Team to carry out its obligations under this Agreement to engineer, procure and construct the Project (“EPC Agreement”), pursuant to which certain construction obligations may be further subcontracted for by Pivot and/or the Pivot Team (“Construction Agreement”);

WHEREAS, the County has determined that the public interest of its residents requires that it, from time to time, define and implement governmental services, programs and initiatives necessary to provide services for public uses and purposes, and as such the County has determined to provide the Service (as defined herein) to its residents, and desires for the Company to undertake the design, development, installation and operation of the Project, and the Company agrees and accepts the obligation to design, develop, install and operate the Project, and will contract with Pivot to satisfy its obligation to design, develop, install and operate the Project, pursuant to the Project Requirements, as further set forth in this Agreement;

WHEREAS, to provide tax-exempt financing for those costs of the Project that will not be funded with the Grant Funds, the Company has been organized as an Illinois nonprofit corporation and on behalf instrumentality of the County (within the meaning of the U.S. Internal Revenue Service Revenue Ruling 63-20, Revenue Procedure 82-26, and any subsequent revision of such IRS guidance), for the purpose of financing a portion of the design, development, installation and operation of the Project through the issuance of its tax-exempt revenue bonds (“Bonds”), and title to the Project will vest in the County upon discharge of the Bonds within the meaning of the General Bond Resolution adopted by the Company on [____], 2025 (the “General Resolution”) and a Supplemental Bond Resolution adopted by the Company on [____], 2025 (collectively, the “Resolution”);

WHEREAS, the organization of the Company and the proposed issuance of the Bonds to finance certain components of the Project was approved by the County Board at its meeting held on [____], 2025; and

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions, Order of Precedence and Incorporation by Reference. The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they shall prevail in the following order: (1) this Agreement including the Recitals at the beginning of this Agreement, and any exhibits attached hereto (excluding Exhibit A, Exhibit B, and Exhibit C, each of which are hereby incorporated by reference herein, but given a lower order of precedence than this Agreement, except as set forth below), (2) the Grant Agreement, attached hereto as Exhibit C, except for where the Grant Agreement sets forth a more stringent requirement for the Company, in which case the provisions of the Grant Agreement shall govern, (3) the Solicitation, attached hereto as Exhibit A, and (4) the Proposal, attached hereto as Exhibit B. This Agreement and the Project are governed by 55 ILCS 5/et. seq. (the “Act”) and the County’s Procurement Ordinance. All terms and conditions of the Act and the

aforementioned policies, procedures, and guidelines are hereby adopted and incorporated by reference herein.

2. Representations, Covenants, and Warranties of the Company.

(a) Achieving the Project Requirements; Grant Funded Components. The Company represents, warrants, and covenants that the Company has the capability to, expects to, and will develop, install and operate the Project in accordance with the Project Requirements with the Grant Funds and any other funds or financing it obtains. The Company understands and agrees that although the County may, in its sole discretion, choose to appropriate its funds to assist in the development and completion of the Project, the County shall not have any obligation to do so. The Grants Funds shall only be expended on components and tasks related to the Project permitted under the Grant Agreement. Nothing in this Agreement limits or purports to regulate the use that the Company may give to Non-Grant Funds, however the Company agrees it shall use the Non-Grant Funds in furtherance of the Project, to repay the Bonds, or as permitted by the Company's articles of incorporation.

(b) Grant Application. The Company represents, warrants, and covenants that the information provided by the Company and Pivot that is contained in the Grant Application, attached hereto as Exhibit D, as revised, amended and supplemented, including by this Agreement and other documents provided to the County and the State, truly and accurately represent the Company's expectations about the Project in every material respect.

(c) State licenses and Registration. The Company represents, covenants, and warrants that it is registered with the State of Illinois and will keep such registration current. Furthermore, the Company represents, covenants, and warrants that any work performed in furtherance of the Project by the Company or any of its employees, agents, or subcontractors will be conducted in accordance with all applicable state standards, including all required contractor, occupational, or other licenses.

(d) Compliance with Applicable Law. The Company represents, warrants, and covenants that it has and will conduct its business and work on the Project in accordance with all applicable federal, state, and local ordinances, laws and regulations, including, but not limited to, all rules and regulations of the FCC, the Act, all statutes, rules, regulations, and ordinances involving human health and safety, and all traffic laws and regulations.

(e) Licenses. The Company represents that as of the Effective Date it has all licenses that are (i) necessary to install and/or operate (or cause to be operated) all equipment that it will purchase in furtherance of this Agreement and (ii) necessary to develop, install and operate (or cause to be operated) the Broadband Network. The Company warrants and covenants that it will make reasonable efforts to and/or ensure any of its contractors or subcontractors will obtain and maintain any licenses reasonably necessary to operate the Broadband Network for future time periods and obtain any other licenses required to: (i) effectively operate, or cause to operate, the Broadband Network and (ii) maintain the service levels to Customers. The Company further understands and agrees that (i) the County and the Company may elect for the County to purchase

and own all or any portion of the Project by meeting the Indebtedness Satisfaction Condition, and (ii) upon a Company default and failure to cure under this Agreement and the election by the County, at its sole discretion, to meet the Indebtedness Satisfaction Condition, all such licenses and/or subcontracts shall be transferred to the County, or to a third party designated by the County, unless otherwise expressly agreed to in writing by the County. The Company agrees that it shall maintain licensing, as applicable, should there be a change in the regulatory framework as set for in Section 2(g) below. The transfer of any licenses to the County as a result of termination of this Agreement and the election by the County, at its sole discretion, to meet the Indebtedness Satisfaction Condition, shall be conducted in accordance with the terms of the Resolution and federal law.

(f) No Reliance on Statements of County. The Company has obtained its own legal counsel and conducted its own research as to the business, potential Customers, marketing, and technical aspects of its own business, the Project and the Broadband Network, and it has not relied on any statement made by the County or their employees, agents, officials, or project managers in entering into this Agreement.

(g) Misrepresentation. If any representation of the Company is not true in any material respect, or any warranty or covenant not fulfilled in any material respect, such misrepresentation or unfilled warranty or covenant shall constitute a material and substantial breach of this Agreement.

(h) Change in Regulatory Framework. Should there be a change in the regulatory framework relating to the construction, equipment, and operation of the Broadband Network and the offering of Service such that any entity other than the FCC shall have the primary regulatory jurisdiction (i.e. Illinois Commerce Commission), the Company agrees that it shall comply with any regulatory requirements under the new regulatory framework.

(j) Company's Board of Directors. The Company covenants and agrees that the Company's Board of Directors shall maintain at least five (5) serving members, and at no time shall any officer, director or affiliated person of the Pivot Team constitute more than twenty (20%) percent of the voting interest of the Board of Directors of the Company. Further the Company agrees that one (1) member of the Board of Directors of the Company shall be a person affiliated with and designated by the County.

(k) Company Status. The Company covenants and agrees that it shall maintain its status as a nonprofit corporation under Illinois law, and, so long as any Tax-Exempt Indebtedness is issued and outstanding, will act as an on behalf instrumentality of the County (within the meaning of the U.S. Internal Revenue Service Revenue Ruling 63-20, Revenue Procedure 82-26, and any subsequent revision of such IRS guidance) solely for the purposes for which the Company was organized.

3. Term of Agreement. The term of this Agreement shall be the earlier of (i) thirty five (35) years beginning on the Effective Date (the "Initial Term") and the County may, in its sole discretion, extend this Agreement for up to two (2) additional terms of five (5) years (each, a

“Renewal Term”), (ii) the date upon which the County elects, in its sole discretion, to own the Project Assets and acquire the Project by meeting the Indebtedness Satisfaction Condition, which may occur during the Initial or in any Renewal Term, and (iii) the date upon which this Agreement is terminated by the County pursuant to Section 19 and Section 36. Regardless of whether it is an Initial Term or a Renewal Term, each term may be referred to in this Agreement as a “Term.” The Agreement shall be extended to each Renewal Term automatically, unless the County provides written notice to the Company that it does not intend to renew this Agreement at least 180 days prior to the expiration of Initial Term.

4. Effective Date. This Agreement shall become effective upon the date of the signature of the last Party confirming this Agreement.

5. Definitions. For the purposes of this Agreement, unless otherwise stated, the following capitalized terms shall have the meanings set forth below.

“Acceptable Use Policy” shall have the meaning set forth in Section 6(t).

“Act” shall mean 55 ILCS 5/et. seq., commonly known as the “Counties Code.”

“Applicable Law” shall mean all federal, state, and local laws, statutes, regulations, rules, and ordinances.

“Availability of Service” shall mean the date on which active broadband service is immediately available and usable at the Customer’s premises.

“BIAS” or “Broadband Internet Access Service” shall mean a mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all Internet endpoints.

“Bonds” shall have the meaning given to it in the Recitals to this Agreement.

“Broadband Network” shall include all network related assets (including fiber and wireless assets), equipment and infrastructure, including the middle mile network and the last mile network, whether owned by the Company, the County, or other entity, which together comprise the system to be designed, built, maintained, and operated by the Company for the provision of Service in the Service Area in compliance with the Project Requirements.

“Change of Control Event” shall be deemed to have occurred upon (i) the sale of substantially all the assets of the Company, (ii) the commencement by the Company of any case, proceeding, or other action (a) under any existing or future regulation or law relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (b) seeking appointment of a receiver, trustee, custodian, conservator, or other similar official for it or for all or any substantial part of its assets, or the Company shall

make a general assignment for the benefit of its creditors, or (iii) if at anytime, the Company is not recognized as either (a) a nonprofit corporation under Illinois law, or (b) a nonprofit under the Federal Tax Code (26 U.S.C.), as applicable.

“Change of Law” means the adoption, enactment or promulgation of any new Applicable Law by a State Authority or the County after the Effective Date, or any change, repeal or change in interpretation or application of any Applicable Law by a State Authority or the County after the Effective Date, that would make the construction, completion and/or operation of the Broadband Network impractical, and that (1) applies expressly to the Project or only to internet service providers in the State that receive funding from the State or a local government, or (2) is principally borne by persons undertaking activities similar to those contemplated in this Agreement; provided, however, that the terms excludes in all instances any such change in Taxes, fees or otherwise that are of a general nature and/or of general application.

“Community Anchor Institutions” or “CAI” shall have the same meaning as set forth in 47 U.S.C. § 1721(6).

“Company” shall have the meaning given to it in the Recitals to this Agreement.

“Comparable Services” shall mean BIAS packages offered by providers substantially similar to the Company to customers in similarly situated, predominantly rural markets. Comparable services shall not include special, promotional, or non-internet access services.

“Construction Agreement” shall have the meaning given to it in the Recitals to this Agreement.

“County” shall have the meaning given to it in the Recitals to this Agreement.

“Customer Equipment” shall mean equipment installed on property owned or leased by a Customer that allows a single building or single Customer (either business or household) and only that Customer to receive the Service.

“Customers” shall mean businesses and individuals in the Service Area paying for the Service of the Company.

“Dark” and “Dark Day” shall have the meanings given to them by Section 19(b)(ii) of this Agreement.

“Default” shall mean that the Company is in default of this Agreement, under Section 19 of this Agreement.

“Default Option” shall mean the option of the County set forth in Section 19(f) of this Agreement.

“Disaster Contingency Plan” shall mean the plan developed pursuant to Section 12(a).

“Effective Date” shall have the meaning given to it by Section 4 of this Agreement.

“Enterprise Businesses” shall mean large entities or organizations that are not classified or recognized as small businesses by any local, state or federal standards.

“EPC Agreement” shall have the meaning given to it in the Recitals to this Agreement

“Event of Loss” means any event, or series of events, that causes all or substantially all of the Broadband Network to be damaged, destroyed or rendered unfit for normal operation in accordance with this Agreement.

“FCC” shall mean the Federal Communications Commission.

“Force Majeure Event” means acts of God, floods, fires, hurricanes, lightning strikes, tornadoes, earthquakes or other severe weather conditions (including but not limited to the inability or impracticability to work due to rain or snow which while not amounting to a flood nonetheless limits the ability of a party to accomplish a goal or meet a deadline), acts of public enemy insurrection, war, riot, sabotage, act of terrorism, epidemic, pandemic, plague, strike, freight embargoes, sanctions, boycotts, accidents in air and maritime shipping or transportation directly affecting delivery of critical equipment, conditions beyond the reasonable control of the impacted party, trade wars that materially impact the Project that did not exist as of the Effective Date, concealed and unknown conditions below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in construction or broadband network construction work or which are not reflected on current maps or drawings of underground conditions, wrongful physical obstruction by any person at any installation site, or national or state emergencies.

“Fund” shall have the meaning given to it in Section 14(d) of this Agreement.

“Grant” shall have the meaning given to it in the Recitals to this Agreement.

“Grant Agreement” shall have the meaning given to it in the Recitals to this Agreement, and a copy of the Grant Agreement is attached hereto as Exhibit C.

“Grant Application” shall have the meaning given to it in the Recitals to this Agreement.

“Grant Funded Components” means the components of the Project paid for with Grant Funds, which shall be the design, equipment purchase, and construction relating to the middle mile ring and the last mile broadband network to serve unserved and underserved areas (commonly referred to as Ring 1 and Ring 3), as further set out in more detail in the Grant Application and Plans and Specifications.

“Grant Funds” shall have the meaning given to it in the Recitals to this Agreement.

“Grant Period” shall mean the period of time from the Effective Date, until the State of Illinois has provided the County with an unambiguous, express, irrevocable, written notice

satisfactory to the County in its sole discretion that (i) the Grant is being closed out and (ii) the State of Illinois will not take any action to recover funds from the County or the Company. The Parties understand that pursuant to the Grant Agreement, the State of Illinois will release any applicable Lien on the Grant Funded Components upon the full compliance with and performance under the Grant Agreement, including without limitation all reporting requirements thereunder, once the State of Illinois has determined that the purposes of the Grant have been satisfied.

“Grant Project Budget” shall mean \$15,000,000 in Grant Funds awarded by the State of Illinois.

“Grant Requisition Form” shall mean a form in the form of Exhibit E with such modifications as may be requested by the Party to which the Grant Requisition Form is submitted.

“Harmful Interference” shall mean any Interference that endangers the functioning of a radionavigation service or of other safety services or seriously degrades, obstructs, or repeatedly interrupts a radiocommunication service operating in accordance with the Communications Act of 1934, as amended, and the rules of the FCC.

“Indebtedness” means any indebtedness of the Company relating to the Project, including the Tax-Exempt Indebtedness.

“Indebtedness Satisfaction Condition” means (a) the discharge or defeasement of any Tax-Exempt Indebtedness by (i)¹ placing into escrow an amount that will be sufficient to defease the Tax-Exempt Indebtedness and (ii) paying reasonable costs incident to the defeasance the and (b) repayment of any other Indebtedness of the Company by private lending institutions and including in each case any related interest and fees.

“Initial Term” shall have the meaning given to it in Section 3 of this Agreement.

“Interference” shall have the meaning given to it in Section 2.1 of the rules of the FCC, 47 C.F.R. § 2.1.

“Lien” shall mean any interest of the State of Illinois in any Project Assets acquired or built with Grant Funds that secures payment or performance of any obligation of the County or the Company under the Grant Agreement.

“Net Revenues” shall mean gross revenues of the Company earn by providing the Service in the Service Area, less costs of operations, excluding any management fees payable to Pivot.

“Normal Business Hours” shall mean 8 a.m. to 5 p.m. on Mondays through Fridays, except holidays recognized by the State of Illinois.

“Normal Operating Conditions” shall mean periods of time in which there exists neither extreme weather nor a Force Majeure Event.

“Network Equipment” shall mean the equipment that comprises the Broadband Network.

“Non-Grant Funds” shall mean any funds obtained by the Company from sources other than the Grant Funds (including any Indebtedness), and used to build or acquire Project Assets, or to build or acquire any other assets.

“Parties” shall mean the Company and the County. Each of the Parties may be referred to individually as a “Party.”

“Penetration Rate” shall mean the percentage of residential households taking Service as compared to those who can actually receive Service.

“Pivot” shall mean Pivot Tech Development, Inc., a Delaware corporation.

“Plans and Specifications” shall have the meaning given to it in Section 6(f) of this Agreement.

“Project” mean the middle mile broadband access ring and last mile broadband network, including last-mile FTTP fixed wireless access (FWA), to extend fiber connectivity to homes, businesses, and Community Anchor Institutions throughout the Service Area as described on Exhibit H, and shall include (i) the design, building, maintenance, and operation of the Broadband Network to offer Service in the Service Area, (ii) the offering of Service in the Service Area in compliance with the Project Requirements, and (iii) the undertaking of those tasks necessary to comply with the Project Requirements in each case as described on Exhibit H.

“Project Assets” means all assets (including land, machinery, buildings, equipment, intellectual property, components of the Broadband Network, and Network Equipment), wherever situated, owned by the Company and required to comply with the Project Requirements.

“Project Budget” shall mean \$[TOTAL PROJECT COSTS], as further detailed in Exhibit G.

“Project Requirements” shall mean the establishment of the Broadband Network by the Company and the offering of Service through the Broadband Network pursuant to the requirements set forth in Exhibit H to this Agreement and the operation of the Project in compliance with this Agreement and the Grant Agreement.

“Project Manager” shall mean any employee, official, agent, or consultant of the County appointed the County to oversee and review the Company’s work on the Project.

“Proposal” shall have the meaning given to it in the Recitals to this Agreement.

“Public Party Indemnitees” shall have the meaning given to them in Section 14(c) of this Agreement.

“Quarter” shall mean January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.

“Renewal Term” shall have the meaning given to it in Section 3 of this Agreement.

“Resolution” shall have the meaning given to it in the Recitals to this Agreement.

“Secured Project Assets” means any Project Assets subject to a Lien by the State of Illinois as authorized under the Grant Agreement, as applicable.

“Service Area” means the geographic boundaries of the County, and may extend outside the County’s geographic boundaries if necessary to provide the Service pursuant to the Project Requirements.

“Service Interruption” shall be deemed to occur if (i) there is complete loss of Service to a Customer or (ii) a Customer’s speed of Service is materially and demonstrably slower than that of the package purchased by the Customer. A Service Interruption shall not be deemed to have occurred if it is caused by a Force Majeure Event.

“Service” shall mean reliable and affordable high-speed Internet access service, which in the case of residential Customers and small business Customers shall mean BIAS. For purposes of this definition, “high-speed” shall mean download speeds capable of at least 100 Mbps and upload speeds capable of at least 20 Mbps; “reliable” shall mean complying with the coverage and service levels set forth in Section 9; and “affordable” shall mean complying with the provisions of Section 13 relating to cost of services.

“Solicitation” shall have the meaning given to it in the Recitals to this Agreement.

“Standard Installation” shall have the meaning given to it in Section 13(c) of this Agreement.

“Tax-Exempt Indebtedness” means any Indebtedness issued, borrowed or otherwise owed by or on behalf of the Company that are federally tax-exempt to the holders of such indebtedness and used to develop, install or operate the Project and/or acquire any Project Assets to comply with the Project Requirements.

“Term” shall have the meaning given to it in Section 3 of this Agreement.

“Trustee” shall means the trustee appointed by the Resolution and its successors as such.

“State Authority” means the State of Illinois or any department, municipality, township, political subdivision, instrumentality, agency, public corporation or special district thereof.

“State of Illinois” or “State” shall mean the State of Illinois.

“Underserved” shall have the same meaning as ascribed in the Grant Agreement.

“Underserved Location” shall have the meaning as ascribed in the Grant Agreement. Underserved Locations for purposes of the Project are identified in Exhibit H to this Agreement.

“Unserved” shall have the same meaning as ascribed in the Grant Agreement.

“Unserved Location” shall have the meaning as ascribed in the Grant Agreement. Unserved Locations for purposes of the Project are identified in Exhibit H to this Agreement.

“Vertical Asset” shall mean utility poles; water tanks; cell phone, radio, water, and other towers; and tall buildings (including steeples).

6. Obligations of the Company.

(a) Scope of Work; Project Implementation and Broadband Network Operation. The Company shall be solely responsible for financing, furnishing all labor, equipment, and materials, and be solely responsible for performing all of its obligations pursuant to this Agreement, including, but not limited to:

(i) The timely design, development and installation of the Project in accordance with all the terms and conditions of the Project Requirements, this Agreement, the Grant Agreement and the Plans and Specifications as each such item (except the Grant Agreement) may be modified from time to time by written agreement of the County and Company; and

(ii) The construction, equipment, and operation of the Broadband Network and the offering of Service to Customers through the Broadband Network in strict accordance with the Company’s obligations under this Agreement (including obligations of the Company that are incorporated in this Agreement by reference).

Notwithstanding any provision of this Agreement to the contrary, if the Grant Funds are exhausted prior to completion of the Grant Funded Components of the Project, subject to the availability of other funds which the Company will use reasonable efforts to arrange, the Company acknowledges and agrees that it shall still timely complete the Grant Funded Components of the Project with its own funds. For the avoidance of doubt, the County is under no obligation to provide funding in any manner if Grant Funds are exhausted prior to completion of the Grant Funded Components of the Project.

(b) Project Implementation.

(i) The Company shall be responsible for commencing and completing the Project in accordance with the Grant Agreement, the Project Requirements, and the Plans and Specifications. For the Term of this Agreement, the Company is authorized to and solely responsible for designing, mounting, installing, operating, repairing, upgrading, replacing and maintaining the Project Assets. A list of Project Assets that are or will be Secured Project Assets shall be attached hereto as Exhibit to the extent such assets are known at the time of Agreement execution and shall thereafter be updated by the Company with each Grant Requisition Form submitted to the County.

(ii) Except as provided herein, the Company shall hold and retain title to the Project Assets and each component thereof, and the Company shall have exclusive access to and use of all the Project Assets. However, the Company shall provide County with access required to perform any tests or studies permitted under the Agreement. Upon meeting the Indebtedness Satisfaction Condition, title to the Project Assets shall transfer to the County and the County will hold title to such Project Assets and be responsible for the ongoing operation of the Broadband Network.

(iii) The Company shall participate in regular Project status meetings. In addition, the Company shall provide weekly or monthly status updates to the Project Manager chosen by the County or according to any other reporting schedule established by the Project Manager or the County not more frequently than weekly. Without limiting the Company's obligations under Section 10 relating to books and records, the Company shall coordinate with the Project Manager and County to ensure compliance with the Grant Agreement and shall provide all necessary information, records, and reports required by the County related to the Company's compliance with this Agreement and the Grant Agreement. Unless required otherwise by the State of Illinois, the Company shall be provided with advance notice of at least thirty (30) days before being required to provide any report or series of reports or amend any report or series of reports. Unless it is notified otherwise by the County, the Company agrees to coordinate its work directly and predominantly with the Project Manager, which shall serve as the County's primary point of contact for the Project. Nothing herein shall prevent the Company from working more directly with County staff if deemed appropriate by the County. Nothing herein shall require the County to provide a third-party Project Manager, however the County will designate a "point person" to help coordinate the Project with the Company.

(c) Grant Agreement Obligations. The Company shall fulfill its obligations to the County and State of Illinois pursuant to the Grant Agreement, including, but not limited to those set forth in Section 14 of this Agreement. The Parties hereto agree that the Company has the responsibility for ensuring that the Project complies with the Project Requirements, the Grant Agreement and the requirements of this Agreement, and, except to the extent such non-compliance is the fault of the County's failure to fulfill its obligations herein or under the Grant Agreement, the Company agrees to protect, indemnify and hold harmless the County in the event that the State of Illinois invokes a "clawback" or other penalty for violation of the Grant Agreement if such violation is caused by the Company's actions or inactions. In the event that there is a difference in the Company's obligations (by and through the County) under the Grant Agreement and the

Company's obligations under this Agreement, the requirement that is the more stringent on the Company shall control.

(d) Network Coverage and Timing. The Company shall deploy the Broadband Network in accordance with the Grant Agreement, the Project Requirements, and the Plans and Specifications, and shall ensure compliance with the Project Requirements, the Grant Agreement, and this Agreement.

(e) Repayment of Grant Funds. If (i) the State of Illinois requires repayment by the Company or the County of all or any portion of the Grant Funds pursuant to the Grant Agreement, (ii) such requirement for repayment was caused by the Company's failure to fulfill its representations, covenants, warranties, or obligations herein or under the Grant Agreement, and (iii) the Company fails to repay the State of Illinois within ten (10) business days after written demand, the County, at its sole option, may exercise the Default Option.

(f) Plans and Specifications. The Company shall provide the County with final plans and specifications (including any and all information from third parties participating in any component of the build-out of the Project) ("Plans and Specifications") for the Broadband Network prior to any construction, development or installation under this Agreement, including any upgrades or enhancements; provided that the provision of such plans and specifications shall not be required for routine operations, maintenance and repairs. Any review or comment by County shall in no way relieve the Company of any duties or obligations set forth in this Agreement or limit Company's ability to provide the Service in accordance with applicable law. The Company shall make reasonable efforts to address and accommodate any concerns expressed by the County; provided that such concern must be expressed by the County in writing to the Company within thirty (30) calendar days of the Company's submission of such plans or specifications to the County. Any changes to the Plans and Specifications shall require agreement by the Parties.

(g) Intellectual Property. The Company shall comply with the provisions of Section 8(g) of this Agreement.

(h) Fiber Construction. The Company shall comply with the Grant Agreement and Plans and Specifications when constructing the fiber component of the Broadband Network. The County acknowledges and agrees that some components of the fiber construction and installation may use different technical approaches, and the manner in which the fiber will be constructed and installed is at the sole discretion of the Company, so long as the Company is in compliance with all local, state and federal laws. Notwithstanding anything in the Grant Agreement to the contrary, the Company agrees to build and operate the Broadband Network to offer minimum internet download speeds of 100 Mbps and minimum upload speeds of 20 Mbps and in a manner that does not unreasonably discriminate among similarly situated end users. For the avoidance of doubt, the Parties agree that the order in which Service deployed as part of the Project does not, by itself, constitute a violation of this Section 6(h) and that due to the obligation of repaying the Bonds, Service can be deployed to areas anticipated to generate more customers before being deployed to areas anticipated to generate fewer customers.

(i) Pricing. The Company shall comply with the requirements of Section 13.

(j) Company Leases with Third Parties. Notwithstanding any provision in this Agreement to the contrary, the Company is solely responsible for securing all access and rights, as necessary, to all required third party Vertical Assets and other assets identified in the Grant Agreement and the Plans and Specifications that are not owned or controlled by the County. Further, the Company is responsible for all costs associated with the access to and use of such third-party assets, including but not limited to any easements, right-of-way or other real or personal property acquisition. The Company agrees that all leases, easements, right-of-way or other real or personal property interest shall be freely assignable to the County, and such language of assignability shall be included in the instrument executed to effectuate such leases, easements, right-of-way or other real or personal property interest.

(k) Project Assets; Non-Interference. The Company shall comply with the requirements for Section 11 related to the Project Assets and non-interference.

(l) Work Standards. The Company agrees to conduct its business in full conformity with Applicable Law and the standards applicable to the Company in any agreements to build and operate the Broadband Network. Company shall use reasonable efforts to notify affected residents, property owners, and businesses prior to commencement of work that can be reasonably anticipated to adversely affect the quiet enjoyment of their property. The Company acknowledges that any performance of work or costs incurred by Company or provision of Service contemplated under this Agreement by Company is at Company's sole risk. The Company agrees to comply with the Davis Bacon Act with respect to construction of the Grant Funded Components. The Company agrees to comply with the American Rescue Plan Act with respect to the Grant Funded Components.

(m) Payment of Taxes. Subject to all provisions of this Agreement, the Company shall pay all taxes, assessments, and fees applicable to Company for the installation and operation of the Broadband Network. Company shall pay any and all taxes, assessments, and fees, which may be levied against Company by the County or other governmental entity.

(n) Compliance with Law and Inspection of the Project Assets. The Company shall comply with all applicable federal, state and local construction and engineering codes and regulations, currently in force or hereafter applicable, to the construction, operation or maintenance of the Broadband Network. The County shall have the right, but not the responsibility, to inspect all construction or installation work performed pursuant to this Agreement and to conduct any tests it deems necessary to ensure compliance with the terms of this Agreement, including all applicable federal, state and local building and engineering codes. The Company shall be solely responsible for taking all steps necessary to assure compliance with applicable standards and to ensure that the Broadband Network is installed in a safe manner and pursuant to the terms of this Agreement and Applicable Law.

(o) Independent Contractor. The Company shall act as and be an independent contractor and not an agent or employee of the County. The Company shall operate the Broadband

Network as the Company determines in its sole discretion provided that such operation shall at all times be in accordance with the requirements of this Agreement and the Grant Agreement.

(p) Customer Service Requirements and Change in Service Levels Requirements. The Company shall comply or cause compliance with the customer service requirements and other standards and requirements set forth in Sections 9 and 10.

(q) Assignment and Transfer. The Company may not make any assignment or transfer (including by a Change of Control Event) of this Agreement in whole or in part, except for in conformance with the provisions of Section 17.

(r) Insurance, Bonding, and Indemnification.

(i) The Company shall maintain the insurance and bonding required of it by Section 18 of this Agreement and agrees to each of the various indemnification provisions set forth in this Agreement.

(ii) Notwithstanding anything to the contrary in Section 14(b) and Section 18(c), the Company agrees to protect, indemnify, defend, and hold harmless the County and its respective members, directors, officers, elected officials, volunteers employees, attorneys and agents from any third-party claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the action or failure to act by the Company, and use of any materials, goods, or equipment of any kind or nature furnished by the Company or any services of any kind or nature furnished by the Company, provided that such liability is not attributable to the sole negligence of the County.

(s) Marketing and Administration. The Company will be responsible for all aspects of marketing and administering the operations of the Broadband Network, including but not limited to, soliciting Broadband Network subscribers, administering subscriber accounts, and handling all delinquent payment and collections matters. The County shall have the right to object to any marketing materials it, in its sole discretion, deems inappropriate. If the County deems the marketing material to be inappropriate, the Company shall remove and discontinue use of any such marketing materials at its own expense.

(t) Acceptable Use Policy. The Company will promote the open and interconnected nature of the public Internet allowing Customers to access the lawful Internet content of their choice while subject to reasonable restrictions. Such policies shall be established in Company's "Acceptable Use Policy". The initial Acceptable Use Policy is attached as Exhibit J, and any amendments to the Acceptable Use Policy must be approved by the County, which approval shall not be unreasonably withheld or denied.

(u) Permits. The Company is responsible for obtaining and maintaining all applicable permits, licenses, and authorizations as are required for the Company to comply with all applicable local, state and federal laws, regulations and ordinances relating to Company's responsibilities under this Agreement (the "Permits"). Provided that the Company has complied with all filing

procedures, deadlines and other applicable permitting or licensing requirements, the Company shall not be responsible for any delays arising from the process of obtaining a Permit.

(v) Zoning. The Company shall comply with Section 15 of this Agreement.

(w) Community Anchor Institutions. The Company will build the Broadband Network and provide Service to the Community Anchor Institutions, as identified in the Grant Agreement and Exhibit H to this Agreement, which may include expedited design and build to the geographic areas of the Community Anchor Institutions, and preferential pricing, all at the request of the County.

(x) Full Compliance. The Company shall comply by all provisions of this Agreement, regardless of whether or not such provision is mentioned in this Section 6.

7. Obligations of the County.

(a) Obligations of the County to the Company.

(i) Use of Public Assets. This Agreement does not confer any rights other than those expressly provided herein and does not authorize the Company to occupy and use the public rights-of-way or other public facilities.

(ii) Non-interference. The County shall abide by the provisions of Section 11(c) and 11(e).

(iii) Marketing Cooperation. Pursuant to Section 6(s), the Company will be responsible for all aspects of marketing and administering the operations of the Broadband Network, including but not limited to, soliciting Broadband Network subscribers, administering subscriber accounts, and handling all delinquent payment and collections matters. The County may choose to cooperate, as determined by the County, in its sole discretion, in marketing, advertising, and promotional plans, schedules, and materials regarding the Broadband Network.

(iv) County Assistance to Company. Subject to applicable law, including, but not limited to conformity with zoning rules and regulations, the County agrees to use reasonable efforts to assist Company in obtaining all necessary permissions or permits required to facilitate (i) the design, development, installation and maintenance of Project Assets, and (ii) the Company's provisioning of the Service requiring the use of rights-of-way that may be controlled by the County. The Company is solely responsible for obtaining all required third party agreements as set out herein. For the avoidance of doubt, nothing in this Agreement shall require or prohibit the use of eminent domain powers in any way by the County.

(v) Consideration of Amendments. The County shall consider any amendments to this Agreement proposed by the Company, especially if the provisions of this Agreement threaten the economic viability of the Project. Notwithstanding the

foregoing, the County may, in its sole discretion, reject any such amendment and hold the Company responsible for performing its obligations under this Agreement.

(vi) Connect Kendall County Commission. The Connect Kendall County Commission, as currently constituted, shall receive copies of the reports prepared and provided by the Company pursuant Section 6(b)(iii) of this Agreement and shall receive regular updates relating to the Project from the Project Manager and may request additional information be provided by the Company through the Project Manager. If the Connect Kendall County Commission is not reestablished or is otherwise not in existence, the reporting required to be provided in this subsection shall be provided to the County Board, or the County Board's designee.

(vii) Grant Agreement. The County shall contribute the Grant Funds to the Company on a reimbursement basis for actual expenses, together with a single upfront payment as permitted by the Grant Agreement, all in compliance with terms of the Grant Agreement.

(viii) Confidentiality. The County agrees to keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor or make decisions with respect to the Project) any confidential information obtained from the Company, unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this section by the County), (b) is or has been independently developed or conceived by the County without use of the Company's confidential information, or (c) is or has been made known or disclosed to the County by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that the County may disclose confidential information (i) to its employees, officials, board members, committees, accountants, auditors, lawyers and consultants and (ii) as may be required by law, regulation, rule, court order or subpoena, provided that the County promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

(b) No Other Obligations of the County. Except for those obligations expressly listed in this Section 7, the County shall not have any other obligations to any Party arising from the Project or the transactions contemplated by this Agreement. Furthermore, notwithstanding any provision of this Agreement including, but not limited to this Section 7, the County shall not be liable for monetary damages to perform any action that is not directly related to the administration of the Grant Funds, or owe any monetary damages to any other party for any dispute arising from the relationship between the Parties to this Agreement.

8. Network Equipment.

(a) Acquisition of and Payment for Customer Equipment. Customer Equipment shall be purchased by or on behalf of the Company with its own funds, the funds of a third party on behalf of the Company, or by the Customer, but not with any Grant Funds. Customer Equipment

shall be owned by the Company, which shall in turn lease or sell such Customer Equipment to the Customers.

(b) Plans and Specifications. The Company shall provide the Plan and Specifications, prior to any installation, including any upgrades or enhancements, of Network Equipment.

(c) Funding for Network Equipment. The Company shall use its reasonable efforts to obtain any funding necessary for the Project beyond what is available in the Grant Project Budget, which shall be obtained by the Company at its own expense.

(d) Ownership of Network Equipment and Security Interest. The Company shall own the Network Equipment subject to any Lien; provided, however, that the County may, in its sole discretion, meet the Indebtedness Satisfaction Condition and take ownership of the Project Assets and the Network Equipment.

(e) Installation, Testing, Configuration, and Maintenance. The Company shall be solely responsible for the installation, testing, and configuration of the Network Equipment. The Company shall install, configure, test, and maintain the Network Equipment in a good and workmanlike manner and in accordance with all applicable federal, state, and local laws, ordinances, and regulations.

(f) Upgrades and Replacements. The Company shall, at its own expense, keep the Broadband Network updated in order to take advantage of technology improvements and in order to ensure that its service offerings are competitive in the rural wireless broadband consumer marketplace. When reasonable, the Company shall upgrade its system speeds as necessary to compete with similarly situated broadband service providers in the portions of the broadband market served by Company, and to ensure that its end users have competitive product offerings. Furthermore, when reasonable, the Company shall make upgrades to the Broadband Network so that the Broadband Network will be at parity with other Comparable Services and with the upgrades performed in other comparable localities in which Company operates wireless broadband internet access networks.

(g) Intellectual Property. The Company shall obtain for its own behalf, and, to the extent reasonably possible, that of the County (including for the operation of the Broadband Network by the County and their licensees or assignees, in the event that this Agreement is terminated or not continued), all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind used in order to provide the Service to be provided by the Broadband Network during the Term and any Renewal Terms and the Company shall pay all royalties and license fees. For any liability incurred during the Term and any Renewal Terms, the Company shall hold and save the County, and each of its officers, agents, and employees, harmless from any loss or liability for or on account of the infringement of any patent or intellectual property rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of this Agreement or the provision of the Service by the Broadband Network. If, before using any invention, process, technique, article, or appliance specifically named in the specifications or drawings as acceptable for use in carrying out the work, the

Company has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, the Company shall promptly advise the County, in which case the County may direct that some other invention, process, technique, article, or appliance be used. Should the Company have reason to believe that the invention, process, technique, article, or appliance so specified is an infringement of a patent, and fail to inform the County, the County may immediately terminate the Company's rights under this Agreement. Any intellectual property rights acquired by the Company in furtherance of this Agreement shall be freely assignable to the County at no expense to the County.

9. Service Levels and Compliance.

(a) Minimum Speed and Coverage Requirements. Minimum internet download speeds of 100 Mbps and minimum upload speeds of 20 Mbps shall be available and, upon request, consistently and adequately delivered to Community Anchor Institutions, government buildings, and all the Unserved Locations and Underserved Locations in the Service Area. This minimum speed shall be applicable to the Service whether offered via fiber or fixed wireless.

(b) No Decrease in Service Level and Reliability. Once the Company establishes service levels for any Customer or group or category of Customers, (i) the Company shall not materially decrease service levels, except with the express written consent of the County, and (ii) the Company shall provide reliable service, meaning that for any given Quarter, at least ninety-five percent (95%) of Customers shall receive the minimum speed of their selected package or better at least ninety-five percent (95%) of the time.

(c) Third Party Agreements. The Company agrees that any requirements set forth in this Section 9 shall be included in any applicable agreements with third parties, and the Company shall be liable for ensuring compliance therewith.

10. Customer Service Standards, Customer Bills, Privacy Protection, and Customer-Related Records.

(a) Office and Telephone Standards. Beginning no later than one (1) year after the Effective Date, the Company shall maintain (or caused to be maintained) at least one local office with an address in the County, which will be open to Customers from 9 a.m. until 5 p.m. Monday through Friday. The Company is permitted to co-locate with an existing business to allow for a more efficient and cost-effective entry into developing a local presence. Beginning on the date when the first Customer is provided with Service, the Company shall also maintain (or cause to be maintained) a local or toll-free telephone access line, which will be available to Customers between the hours of 8 a.m. and 5 p.m. Under Normal Operating Conditions, telephone answer time by a customer representative or automated answering device, including wait time, shall not exceed thirty (30) seconds from when the connection is made. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

(b) Installations, Outages, and Service Calls. Under Normal Operating Conditions, each of the following standards shall be met by the Company no less than ninety five percent (95%) of the time as measured on a quarterly basis.

(i) In the absence of a Force Majeure Event or circumstances beyond the control of the Company, installations shall be performed within seven (7) business days after an order has been placed, unless the Customer requests a longer period or fails to cooperate with the Company.

(ii) Under Normal Operating Conditions, the Company will begin repairs on service outages and service interruptions promptly and in no event later than twenty-four (24) hours after the outage becomes known.

(c) Reduction in Charges for Service Interruption.

(i) *Residential Customers.* If the Company has not restored service within 48 hours of being notified of Service Interruption by the Customer, Company shall refund the Customer a daily pro-rated cost of the account for each day the Customer was offline.

(ii) *Small Business Customers.* If the Company has not restored service within 24 hours of being notified of Service Interruption by Customer, the Company shall refund the Customer a daily pro-rated cost of the account for each day the Customer was offline.

No credits will be given if the Service Interruption is caused by any action taken with respect to the Company's equipment by someone other than Company's employees, agents, contractors, and representatives. If Customer availability is required for repair, a credit will not be provided for such time, if any, that the Customer is not reasonably available. For the purposes of clarity, unless otherwise agreed with the Customer, the Company shall not be responsible for servicing equipment owned by Customers other than Customer Equipment and the power sources for Customer Equipment.

(c) Customer Appointment Windows. The "appointment window" alternatives for installations, service calls, and other installation activities will either be at a specific time or, at maximum, a four-hour time block during Normal Business Hours. The Company may schedule service calls and other installation activities outside of Normal Business Hours for the express convenience of the Customer. The Company may not cancel an appointment with a Customer after the close of business on the business day prior to the scheduled appointment absent wet weather or other weather issues which would degrade the integrity of the installation. If the Company's representative is running late for an appointment with a Customer and will not be able to keep the appointment as scheduled, the Customer will be contacted. The appointment will be rescheduled as necessary, at a time which is convenient for the Customer.

(d) Provision of Annual Information to Customers. The Company shall provide written information on each of the following areas at the time of installation of service, at least annually to all Customers, and at any time upon request: (1) products and services offered; (2) prices and options for services and conditions of subscription to internet and other services; (3) installation

and service maintenance policies; (4) instructions on how to connect to the internet; and (5) billing and complaint procedures, including the Company's office hours, telephone number, and address of the Company's office.

(e) Company Office. The Company shall maintain (or cause to be maintained) an office conveniently located to Customers with an address in the County for, at minimum, the payment of bills, delivery and return of Customer Equipment, requests for installation, disconnection, and reinstatement of Service, addressing of Customer and potential Customer inquiries, and receipt of Customer complaints.

(f) Privacy Protection. The Company shall comply with all applicable federal and state privacy laws.

(g) Operational Records. Upon written request by the County based on credible complaints that this Section 10 has been violated, the Company shall maintain the records required to compute all operational and Customer service compliance measures outlined in this Section 10 to demonstrate that the measures are being met. Upon reasonable written notice to the Company of no less than five (5) business days, the County shall have the right to inspect the Company's books and records pertaining to Company's provision of the Service during normal business hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Agreement. Such notice shall specifically reference the section and subsection (if applicable) of this Agreement that is under review, so that the Company may organize the necessary books and records for appropriate access by the County. The Company shall not be required to maintain any books and records for the purposes of complying with this Section 10 longer than the current year plus three (3) years. Nothing in this Section 10 shall be construed to limit the Company's duties with respect to records set forth in Section 14 of this Agreement.

Books and records required to be maintained by the Company upon written request by the County based on credible complaints that this Section 10 has been violated shall include without limitation:

(i) Records of all written complaints for a period of one (1) year after receipt by the Company. The term "complaint" as used herein refers to written complaints about any aspect of the Broadband Network or related operations. Complaints recorded shall be limited to items within Company's control and that require a corrective measure on the part of the Company;

(ii) Records of known (i) outages and (ii) Service Interruptions for a period of one (1) year after occurrence, or upon written request of the County, indicating date, duration, and the number of Customers affected, and cause (if known);

(iii) Records of service calls for repair and maintenance for a period of one (1) year after resolution by the Company, indicating the date and time service was required, and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

(iv) Records of installations/reconnections for a period of one (1) year after the request was fulfilled by the Company, indicating the date of request, and the date and time service was provided;

(v) Records of requests for Service from potential new Customers for a period of five (5) years after the request is made.

(h) The Company agrees that any requirements set forth in this Section 10 shall be included in any applicable agreements with third parties, and the Company shall be liable for ensuring compliance therewith.

(i) All provisions of this Section 10 shall apply to any third party providing Service to Customers or reselling the Company's Service pursuant to an agreement with the Company, and any such third-party agreement shall contain include these provisions or incorporate them by reference.

11. Interference, Frequencies, and FCC Licensing.

(a) Company's Physical Interference. The Company shall inspect, construct, and maintain the Broadband Network in a manner that will not cause unreasonable physical interference to the facilities owned by third parties, including without limitation the operation or use of any portion of the sanitary sewers, storm sewers and drains, water mains, gas mains, poles, water towers, or other public facilities, except to the extent contemplated by a permit or other applicable license.

(b) Company's Duties. The Company shall operate the wireless component of the Broadband Network in a manner that will not cause Harmful Interference. The Company shall conduct any tests or studies necessary to identify and avoid Harmful Interference and provide the necessary documentation to the County upon request. Such tests shall be conducted by the Company on an ongoing basis as needed. The County reserves the right to conduct similar tests or studies at its own expense at any time, but subject to the Company's reasonable requirements, such as time of day, or similar considerations, so as to avoid or minimize any disruption with the operation of the Broadband Network. All operations by Company shall be in compliance with all FCC requirements and Applicable Law.

(c) County's Duties. Subsequent to the installation of Network Equipment, the County shall, to the extent practicable without limiting such County's ability to conduct its activities in accordance with its normal practices, attempt to avoid causing Harmful Interference to or physically blocking the signals of any of the wireless components of the Project.

(d) Third Party Radio Frequency Interference. Neither the County nor the Company shall be liable to each other for Harmful Interference caused by any third party, provided that the foregoing provisions shall not affect the Company's rights regarding the procedure for resolving Harmful Interference in this Agreement.

(e) FCC Licensing. As applicable, the Company shall make reasonable efforts to acquire (or cause to be acquired), by contract or otherwise, from the FCC a license to operate a broadband network. If the Company fails to acquire (or cause to be acquired) such license or a renewal of the same from the FCC, then Company shall immediately notify the County. The Company shall hold and save the County, and each of its officers, agents, and employees, harmless from any loss or liability for or on account of the infringement of any FCC license or regulation in connection with the installation and operation of the Broadband Network. If the Company has or acquires information that the operation of the Broadband Network will be in any way impacted by FCC licensing rules, the Company shall immediately advise the County of the same, in which case the County may direct that some other design be used, or elect not to proceed further with the Project. Should the Company have or acquire information that the operation of the Broadband Network will be in any way impacted by FCC licensing rules, it will inform the County within a reasonable time.

(f) The Company agrees that any requirements set forth in this Section 11 shall be included in any applicable agreements with third parties, and the Company shall be liable for ensuring compliance therewith.

12. Disaster Contingency Plan

(a) Creation of Disaster Contingency Plan. The “Disaster Contingency Plan” shall provide plans by which the Company plans on dealing with different natural disasters, including, but not necessarily limited to, wind, derechos, floods, fires, hurricanes, tornadoes, and winter storms, including ice storms, or man-made disasters, including but not limited to acts of war (foreign or domestic), including electromagnetic pulse attacks, acts of public enemy insurrection, war, riot, sabotage, act of terrorism, strike, freight embargoes, trade wars, nuclear meltdowns, and impacts of oil spills. The initial Disaster Contingency Plan is attached as Exhibit K and any amendments to the Disaster Contingency Plan must be approved by the County, which approval shall not be unreasonably withheld or denied.

(b) Disaster Contingency Plan Binding Upon the Company. The Company shall be required to abide in all respects with the Disaster Contingency Plan.

(c) Updates and Amendments to Disaster Contingency Plan. Upon each update of the Project design, operation and/or implementation, the Disaster Contingency Plan shall be reviewed by the Company, revised as necessary, and resubmitted for approval to the County, which approval shall not be unreasonably denied or delayed.

(d) County’s Optional Participation in Disaster Contingency Plan. The Company may form a working group with the County to determine ways in which the Broadband Network can be used to support the County’s public health, welfare, safety, and law enforcement efforts during natural or man-made disasters or emergencies. At the discretion of the respective County, the County may provide alternative energy sources to the Company to ensure that the Broadband Network stays operational during an emergency.

13. Cost of Service.

(a) Required Packages and Pricing.

(i) Retail Service. When offering BIAS at retail to residential Customers and small business Customers (the latter defined as businesses with usage rates that are comparable to residential usage rates) in Unserved Locations and Underserved Locations in the Service Area that subscribe to autopay, the Company shall offer its standard BIAS package with minimum 100 Mbps download speeds and 20 Mbps upload speeds at no more than \$65.00 per month for the initial five years after the Availability of Service. Unless otherwise expressly prohibited or inconsistent with the terms of this Agreement or the Grant Agreement, the Company shall have a right to reasonably increase pricing for services to residential Customers and small business Customers within the Unserved Locations and Underserved Locations five years after the Availability of Service, taking into account all factors including Bond repayment, technology development, and costs. The pricing of the standard BIAS package described herein does not apply to Customers outside of the Unserved Locations and Underserved Locations.

(ii) Open Access. The Broadband Network will be operated as an open access network where other companies and signal providers may use the Broadband Network to transport communication and other services for a fee, and within requirements established by the Company.

(b) No Minimum Contract Period. Except for Enterprise Businesses, Customers shall not be required to be obligated by any minimum contract period for the initial five years after the Availability of Service unless a minimum contract period is reasonably necessary to offer comparable pricing to competitors.

(c) Installation Costs. For so long as required by the Grant Agreement, each installation package for Unserved Locations and Underserved Locations shall be installed by the Company at no cost to the Customer, except for Enterprise Businesses, and thereafter the cost of installation packages for residential Customers Unserved Locations and Underserved Locations shall be reasonable taking into account all factors including Bond repayment, technology development, offers by competitors, and costs.

(d) Customer Equipment Rental. For so long as required by the Grant Agreement, Customer Equipment shall be provided at no cost to Customers that are designated as residential Unserved or Underserved customers, and thereafter the cost of Customer Equipment for such Customers shall be reasonable taking into account all factors including Bond repayment, technology development, offers by competitors, and costs.

(e) Rate Setting. The Company shall establish all rates for its services, from time to time, at the sole discretion of the Company's board of directors

(f) County Notice. The Company shall give written notice to the County at least sixty (60) days prior to any proposed material change to the pricing terms for residential customers set forth in this Section 13.

(g) Reasonable Standard. In making determinations of reasonableness in Section 13 of this Agreement, it shall be deemed reasonable for the Company to raise prices to meet the rates and charges covenant of the Resolution so long as pricing remains in compliance with the terms of the Grant Agreement, and the Company examined and took reasonable efforts to reduce costs to meet the rates and charges covenant of the Resolution.

14. State of Illinois Grant Compliance.

(a) Grant Project Budget. The total Grant Project Budget is \$15,000,000.00, which may only be amended with the written approval of the Parties and the State of Illinois.

(b) Compliance with Grant Agreement and Indemnification. Each of the County and the Company shall in all respects comply with the Grant Agreement; provided, however, that there shall be no recourse against the County for noncompliance with the Grant Agreement. Notwithstanding any provision of this Agreement to the contrary, in the event that there is a difference in the Company's obligations (by and through the County) under the Grant Agreement and the Company's obligations under this Agreement, the requirement that is the more stringent on the Company shall control. As set forth in further detail in Section 6(c) of this Agreement, the Company shall protect, indemnify and hold harmless the County for any "clawback" or penalty of any type imposed by the State of Illinois, unless the County is responsible for such noncompliance with the Grant Agreement.

(c) Parties' Relationship. The Company shall provide written notice to all vendors, contractors, and any other party retained to work on the Grant Funded Components that neither the State of Illinois, or the County (the "Public Parties") shall be liable for the Grant Funded Components, or any payment failure or other obligation related thereto. Such written notice shall provide that by accepting work on the Grant Funded Components, all such vendors, contractors and other parties release and relinquish the Public Parties from any claim which might otherwise be asserted, and that each party accepting such work thereby indemnifies and holds the Public Parties, and their members, employees and agents, harmless against any and all such obligations; and further that if any action is brought against the Public Parties, or their members, employees or agents, the party accepting such work shall be liable for all legal expenses and other costs related to such action. The Company is and will be acting as an independent contractor in the performance of the Grant Funded Components, and agrees to be responsible, where found liable and to the extent not covered by insurance or specified by statute, for the payment of any claim for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of its members, employees, or agents in connection with the performance of the Grant Funded Components.

The Company shall at all times protect, indemnify and hold the County and the State of Illinois, and each of their respective members, directors, officers, elected officials, volunteers

employees, attorneys and agents (the “Public Party Indemnitees”), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands, and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance, or Company Default, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of, or in connection with the loss of the excludability from gross income of the interest on all or any portion of the Tax-Exempt Indebtedness that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance, or Company Default, such indemnification to include the reasonable costs and expenses of defending any Public Party Indemnatee or investigating any claim of liability and other reasonable expenses and attorneys’ fees incurred by any Public Party Indemnatee in connection therewith.

(d) State of Illinois Recordkeeping. The Company shall maintain proper books of record and account with respect to the Grant and the Grant Funded Components in which accurate and timely entries shall be made in accordance with generally accepted accounting principles, consistently applied, during the Grant Period. Any funds received from the County (including funds passed through from the State of Illinois) shall be held by the Company in a separate and segregated account (the “Fund”) and the Fund shall reflect all activity of the Grant Funds received for the Grant Funded Components, itemized by category of expenses. The Company shall retain all invoices from goods purchased and services performed, receipts, vouchers, reporting forms, or other evidence of the actual payment of costs related to the Grant Funded Components. All books of record and account and all records of receipts and expenditures with respect to (i) the Grant Funded Components, (ii) any item of cost with respect to the Grant Application, the Grant Agreement, and the Plans and Specifications, (iii) all requests for payment or reimbursement from the County, and (iv) all supporting information for (A) annual reports described in Section 14(d)(1) below and (B) final reports described in Section 14(d)(1) below submitted to or by the County to the State of Illinois shall be retained for at least three (3) years after the later of the completion of the Grant Funded Components or the expiration of the Grant Period. The County shall have the right at reasonable times from time to time to inspect and make copies of the books and records of the Company and the Fund.

(i) Reports. Upon request by the County, the Company shall submit to the County financial and narrative reports reflecting activity in the Fund and progress made toward the completion of the Project in both County on a quarterly and annual basis in such form as may be reasonably requested by the County. Quarterly and annual narrative reports shall, among other things, indicate the progress made toward achieving the goals of the Grant. The Company shall cooperate with the County in its submission of the any and all reports required pursuant to the Grant Agreement. Annual reports shall be due from the Company as requested by the County and the State of Illinois until the Project is complete. The County reserves the right to request additional information to supplement the information provided by the Company or the annual narrative reports, including but not limited to, the Company’s audited financial statements.

(ii) Lien of State of Illinois; No Sale or Encumbrance of Broadband Network. Until the State of Illinois has determined that the obligations relating to the Grant has been satisfied, other than to the County, none of the Project Assets acquired, constructed, improved, equipped, and/or furnished as part of the Project shall be leased, sold, exchanged, disposed of, hypothecated, mortgaged, or encumbered without the prior written approval of the State of Illinois. In the event such assets or property is leased, sold, exchanged, disposed of, hypothecated, mortgaged, or encumbered without the prior written approval of the State of Illinois, such an event shall constitute a Company Default, and the State of Illinois may assert its interest in the assets or property to recover the State of Illinois' share of the value of such assets or property and/or recover from the Company, unless otherwise prohibited by law.

(e) Additional Grant Sources. Notwithstanding any provision of this Agreement to the contrary, the County shall have the right, but not the obligation, to apply to the State of Illinois or other sources of grant funding to obtain additional grant funding, and the Company recognizes that it shall have no right to any such increased grant funds, unless approved by the County and is in accordance with the related grant agreement.

15. Zoning. The Company shall be responsible for ensuring that all of components of the development of the Project are in compliance with all zoning rules and regulations of the County and any other municipalities where the Project will be located both within and outside of the County. Questions about zoning should be directed to the zoning administrators for the County, or the applicable municipal officials.

16. Annual Financial Statements. Each year while this Agreement is in effect, within 150 days of the end of the Company's fiscal year, the Company shall present to the County a copy of the Company's audited financial statements.

17. Change of Control and Transfers. Notwithstanding any provision of this Agreement to the contrary, neither (i) an assignment or a transfer of this Agreement in whole or in part nor (ii) a Change of Control Event pursuant to item (i) of the definition of change of Control shall occur without the prior express written consent of the County. It is agreed that because of the unique nature, character, and corporate structure of the Company, the rights of the County pursuant to this Section 17 are unique. Therefore, the Parties agree that no adequate remedy exists at law if this Section 17 is breached by the Company, and it would be difficult to determine the amount of damages resulting therefrom, and that such breach would cause irreparable injury to County. Therefore, the County shall be entitled to injunctive relief to prevent or restrain any breach of this Section 17.

18. Insurance and Bonding. The Company shall procure and maintain the insurance identified in Section (a) below, and shall contractually require in each of the EPC Agreement and the Construction Agreement, that Pivot and Aecon procure and maintain the insurance identified in Section (b) below.

(a) Company's Insurance. The Company will procure and maintain , at its sole cost and expense, the following insurance coverages throughout the Term of this Agreement:

(i) The Company shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance necessary to fully protect Company from claims of the nature that are detailed below, that may arise out of, or result from, Company operations, performance, or the Project, or all of these things, or any of these things in combination ("Company's Operations"), whether Company's Operations are by Company, any of its agents or subcontractors, or anyone for whose act or acts it may be liable:

(A) claims under Worker's Compensation, disability benefit, or other (similar) employee benefit acts;

(B) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;

(C) claims for damages for personal injury; and

(D) claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting therefrom.

(ii) The insurance shall be written for not less than the limits of liability specified below, or such limits required by law, whichever is greater:

<u>Type of Insurance</u>	<u>Required Coverages</u>
Worker's Compensation; Employer's Liability	Illinois statutory limit \$500,000 per accident; Employer's Liability not less than \$1,000,000 per occurrence and for occupational disease covering all employees engaged in Work who are not covered by Worker's Compensation;
Commercial General Liability, including bodily injury, death and property damage (Such coverage to include, but not be limited to, blanket Contractual Liability, Tortious Liability, Property Damage Liability, Products and Completed Operations Liability, and, when applicable to the Work, and Explosion, Collapse and Underground Damage Liability. This policy will respond to property damage to the Indemnified Parties' existing facilities, loss of use which may arise including consequential damages, and for sums which the Company and its Subcontractors may become legally obligated to pay as compensatory damages because of bodily injury, death or property damage to third parties and resulting from the performance of the Work at places other than the Site. Coverage shall be written on a 2004 (or later) ISO commercial general liability form (occurrence form). Such insurance shall be maintained (x) if a corporate policy, for no less than ten (10) years after final completion, or (y) if a Project-specific policy, through 10-year products completed operations coverage:	\$5,000,000 per occurrence

Fidelity

\$1,000,000 per occurrence, with a \$50,000 deductible

Automobile Liability Insurance for owned, non-owned, leased, hired, operated or licensed automobiles, trucks, tractors, all-terrain vehicles used in the Site. Coverage shall be endorsed to include Motor Carrier Act Endorsement - Hazardous Materials Clean-up (MCS-90) and CA 9948 Pollution Liability – Broadened Coverage for Covered Autos Endorsement for the Company or any Subcontractor or Affiliate that will at any time transport Hazardous Materials;

Not less than Five Million Dollars (\$5,000,000) combined single limit for accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident or occurrence.

Contractors Pollution Liability. Coverage shall be provided for third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from the Company's operations and completed operations. Coverage shall include any transportation and any non-owned, off-site disposal and environmental impairment. This insurance shall be maintained (x) if a corporate policy, for no less than ten (10) years after, or (y) if a Project-specific policy, through 10-year products completed operations coverage;

Not less than \$2,000,000 per occurrence and in the aggregate;

Cyber Liability and Professional Errors and Omissions Insurance including full prior acts coverage (or a retroactive date no later than the date of commencement of the Construction activities) including coverages arising out of breakdowns, system failures, malfunctions, and similar occurrences,

and coverages for third-party claims alleging the loss or breach of sensitive data, caused by or arising out of the Company. Coverages must include all discovered cyber incidents affecting owner data or data of Owner employees, regardless of whether any third-party claims are filed, cyber extortion and fraudulent instruction losses, data and network liability, regulatory defense and penalties, and media liability, cost of notifying all effected parties, and expenses of personal monitoring, investigation, mitigation, regulatory and remediation costs and ongoing business interruption and restoration costs, including recovering data, repairing the problems discovered and restoring security, with deductibles or self-insured retentions acceptable of not more than \$500,000.00. Such insurance shall include, without limitation, contractual liability coverage to the maximum extent possible for the indemnifications contained in this Contract. This insurance shall be in effect until all claims and suits arising out of the activities contemplated by this Contract and Contract Documents are barred by the applicable statutes of limitations and repose;

Property insurance covering loss or damage to all tools, equipment, Pre-Ordered Items and property that is owned by, leased by, or rented by or in the care, custody or control for use by the Design Builder or its Subcontractors in performing the Work;

Not less than Two Million Dollars (\$2,000,000) per claim and Five Million Dollars (\$5,000,000) annual aggregate, or limits carried, whichever are greater, for all claims arising out of professional services performed in connection to this Contract and Cyber liability insurance with a minimum of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate,

Such additional coverage as may be required by Laws, or which the Company considers necessary;

The limits of liability required above shall be satisfied through a combination of primary and umbrella/excess liability insurance policies which follow form; and

All insurance required will be provided through companies authorized to do business in the State of Illinois with an A.M. Best's rating of at least A-VII.

(b) Company to Contractually Require Insurance in the EPC Agreement and Construction Agreement:

(i) Company shall contractually require any architect or engineer providing professional services to any of the parties under the EPC Agreement or the Construction Agreement, as applicable, and any other design professionals providing professional services to the Project, to purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$5,000,000 per claim/aggregate, with a maximum deductible of \$100,000 per claim.

(ii) Company shall contractually require in each of the EPC Agreement and Construction Agreement, that each of Pivot and Aecon purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance necessary to fully protect themselves from claims of the nature that are detailed below, that may arise out of, or result from, their respective operations, performance, or the Project, or all of these things, or any of these things in combination ("Operations"), whether Operations are by Pivot, Aecon, any of their respective agents or subcontractors, or anyone for whose act or acts it may be liable:

(A) claims under Worker's Compensation, disability benefit, or other (similar) employee benefit acts;

(B) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;

(C) claims for damages for personal injury; and

(D) claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting therefrom.

(iii) The insurance shall be written for not less than the limits of liability specified below, or such limits required by law, whichever is greater:

<u>Type of Insurance</u>	<u>Required Coverages</u>
Worker's Compensation; Employer's Liability	Illinois statutory limit \$500,000 per accident; Employer's Liability not less than \$2,000,000 per occurrence and for occupational disease covering all employees engaged in Work who are not covered by Worker's Compensation;
Commercial General Liability, including bodily injury, death and property damage (Such coverage to include, but not be limited to, blanket Contractual Liability, Tortious Liability, Property Damage Liability, Products and Completed Operations Liability, and, when applicable to the Work, and Explosion, Collapse and Underground Damage Liability. This policy will respond to property damage to the Indemnified Parties' existing facilities, loss of use which may arise including consequential damages, and for sums which the Company and its Subcontractors may become legally obligated to pay as compensatory damages because of bodily injury, death or property damage to third parties and resulting from the performance of the Work at places other than the Site. Coverage shall be written on a 2004 (or later) ISO commercial general liability form (occurrence form). Such insurance shall be maintained (x) if a corporate policy, for no less than ten (10) years after final completion, or (y) if a Project-specific policy,	\$15,000,000 per occurrence

Type of Insurance

Required Coverages

through 10-year products completed operations coverage;;

Fidelity

\$1,000,000 per occurrence, with a \$50,000 deductible

Automobile Liability Insurance for owned, non-owned, leased, hired, operated or licensed automobiles, trucks, tractors, all-terrain vehicles used in the Site. Coverage shall be endorsed to include Motor Carrier Act Endorsement - Hazardous Materials Clean-up (MCS-90) and CA 9948 Pollution Liability – Broadened Coverage for Covered Autos Endorsement for any Subcontractor or Affiliate that will at any time transport Hazardous Materials;

Not less than Five Million Dollars (\$5,000,000) combined single limit for accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident or occurrence.

Contractors Pollution Liability. Coverage shall be provided for third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from the operations and completed operations. Coverage shall include any transportation and any non-owned, off-site disposal and

Not less than \$5,000,000 per occurrence and in the aggregate;

Type of Insurance

Required Coverages

environmental impairment. This insurance shall be maintained (x) if a corporate policy, for no less than ten (10) years after, or (y) if a Project-specific policy, through 10-year products completed operations coverage;

Cyber Liability and Professional Errors and Omissions Insurance including full prior acts coverage (or a retroactive date no later than the date of commencement of the Construction activities) including coverages arising out of breakdowns, system failures, malfunctions, and similar occurrences, and coverages for third-party claims alleging the loss or breach of sensitive data, caused by or arising out of the insured's Operations. Coverages must include all discovered cyber incidents affecting owner data or data of Owner employees, regardless of whether any third-party claims are filed, cyber extortion and fraudulent instruction losses, data and network liability, regulatory defense and penalties, and media liability, cost of notifying all effected parties, and expenses of personal monitoring, investigation, mitigation, regulatory and remediation costs and ongoing business interruption and restoration costs, including recovering data, repairing the problems discovered and restoring security, with deductibles or self-insured retentions acceptable of not more than \$500,000.00. Such insurance shall include, without limitation, contractual liability coverage to the

Not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) annual aggregate, or limits carried, whichever are greater, for all claims arising out of professional services performed in connection to this Contract and Cyber liability insurance with a minimum of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate,

Type of Insurance

Required Coverages

maximum extent possible for the indemnifications contained in this Contract. This insurance shall be in effect until all claims and suits arising out of the activities contemplated by this Contract and Contract Documents are barred by the applicable statutes of limitations and repose;

Property insurance covering loss or damage to all tools, equipment, Pre-Ordered Items and property that is owned by, leased by, or rented by or in the care, custody or control for use by contractors or subcontractors performing the Work under either the EPC Agreement or the Construction Agreement;

Such additional coverage as may be required by Laws, or which the Company considers necessary;

The limits of liability required above shall be satisfied through a combination of primary and umbrella/excess liability insurance policies which follow form; and

All insurance required will be provided through companies authorized to do business in the State of Illinois with an A.M. Best's rating of at least A-VII.

(c) Insurance certificates and copies of all applicable insurance policies and coverage forms, in form and content acceptable to County, evidencing all insurance coverages referred to in this section, shall be delivered to County before Company commences the Project as contemplated in this Agreement. The insurance certificates shall provide and specify that the related insurance coverage shall not be cancelled without at least thirty (30) calendar days prior written notice having been given to County. It is also understood and agreed that it is Company's sole burden and responsibility to coordinate activities between itself, County, and Company's insurer(s) so that the insurance certificates are acceptable to and accepted by County within the time limits described in this section.

(d) The County and its past, present and future officers, officials, employees and volunteers are to be covered as additionally insured on a primary and non-contributory basis on all insurance coverages required by this Agreement and required by the EPC Agreement and Construction Agreement, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Service shall be endorsed to make the Company or Company's subcontractor's ("Primary Insureds") insurance, shall apply on a primary basis, and that any other insurance maintained by County shall be in excess of and shall not contribute to or be commingled with the Primary Insureds' insurance. Where County has been named as an additional insured, Company shall include the provisions of this subsection in each of the EPC Agreement and Construction Agreement. The Primary Insureds' insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or the additional insured in the same manner as if separate policies had been issued to each.

(e) The Company shall, upon thirty (30) days' written request from County, deliver copies to County, or make copies available for County's inspection, of any or all insurance policies that are required in this Agreement. If the Company fails to deliver or make such copies available to County; or, if the Company fails to obtain new insurance or have a previous insurance policy reinstated or renewed; or, if Company fails in any other regard to obtain coverage sufficient to meet the terms and conditions of this Agreement; then County may, at its sole option, terminate this Agreement.

(f) The Company acknowledges, understands, and agrees that it shall give prompt and prior written notice to County that any insurance policy defined or contemplated has lapsed, its limits have been reduced below the amounts required hereunder or such policy has otherwise been terminated. (g) Failure to comply with the insurance requirements of this Agreement shall constitute a material breach and are an express condition precedent of the County's obligations to Company under this Agreement, including but not limited to the obligation to pay the Company.

(g) Failure to comply with the insurance requirements of this Agreement shall constitute a material breach and are an express condition precedent of the County's obligations to Company under this Agreement, including but not limited to the obligation to pay the Company.

(h) Waiver of Claims/Subrogation. To the extent permitted under its policies of insurance and applicable law, Company agrees that regarding any loss or claim that is covered by insurance then carried by Company: (a) Company releases County of and from any and all claims

regarding such loss to the extent of the insurance proceeds paid with respect thereto and specifically excepting from such release any deductible required to be paid; and (b) Company's insurance companies shall have no right of subrogation against the County or County's agents, contractors, employees, licensees, or invitees on account thereof.

(i) Indemnity. To the full extent permitted by law, Company shall protect, indemnify, defend, and hold harmless County, and each of County's, members, directors, officers, elected officials, volunteers employees, attorneys and agents, from and against any and all liabilities, losses, claims, costs, damages, and expenses (including, without limitation, attorneys' fees, costs, and expenses, but specifically excluding any indirect, consequential, special, punitive or exemplary damages) arising from, relating to, or in connection with, any act or failure to act by Company which results from: (a) the negligence, fraud, or willful misconduct of Company; (b) a Company Default under this Agreement; or (c) acts by Company outside the scope of authority granted under this Agreement. This Section 18 shall survive the expiration or termination of this Agreement.

FAILURE TO COMPLY WITH THE ABOVE INSURANCE REQUIREMENTS WILL BE A MATERIAL BREACH AND GROUNDS FOR TERMINATION OF THIS AGREEMENT.

(j) Bonding. Prior to the commencement of the Project and as a condition precedent to submitting any Grant Requisition Form, the Company shall deliver to the County a mutually agreed-upon collection of performance bonds active for the duration of construction, and with the County, as obligee. The bond premium shall be paid by the Company or a designated third party. The surety shall be a surety company or companies approved to transact business in the State of Illinois and should be written on a form suitable to the County. The Company shall require the attorney-in-fact, who executed the required bonds on behalf of the surety company, to affix thereto a certified and current copy of the power of attorney. Notwithstanding any provision of this Agreement to the contrary, no payment shall be due and payable to the Company, even if the Company's obligations have been performed in whole or in part, until the bonds have been delivered to and approved by the County. Any such bonds shall be released by the County upon final completion of, and acceptance by the County of the work done by Company to complete, the Broadband Network.

(k) Escalation. The coverage required in this Section 18 shall, upon the request of the County, be increased with the exercise of each Term to an amount that adequately reflects any changes in economic conditions as mutually agreed upon by County and Company.

19. Default, Termination, and Remedies.

(a) General. Except as otherwise provide in Section 36, this Agreement shall not be terminated by the County unless a Company Default has occurred and the applicable, if any, notice provisions and cure period are followed. Nothing in this Section 19 shall prevent the County from withholding any or all Grant Funds under this Agreement. Furthermore, nothing in this Section 19 shall prevent the County from exercising (i) the Default Option or (ii) its right to discontinue further expenses for the development of the Project pursuant to Section 36.

(b) The occurrence of any one or more of the following events shall constitute a “Company Default” and breach of this Agreement by the Company:

(i) Failure to Complete Project. The failure by the Company to materially comply with plans set forth in the Grant Agreement, the Project Requirements, and Plans and Specifications without amendment and approval by the County. The time for completion will be extended (i) to the extent that a delay is caused by a Delay Event or a Force Majeure Event. In the event that the Company does not cure a Company Default within sixty (60) days after a Company Default notice is delivered to Company, after taking into account any applicable extensions, then the County shall be entitled to exercise its rights to terminate this Agreement due to the Company Default and/or exercise all other remedies available to the it under this Agreement, at law or in equity.

(ii) Network Outage. Network outages shall constitute a Company Default. In the event that more than twenty percent (20%) of the then-existing Broadband Network fails to connect willing Customers to the internet for an entire calendar day, the Broadband Network will be considered “Dark” and that day will be considered a “Dark Day”, provided that such day will not be considered a Dark Day if the failure to satisfy the above test was caused by the County, providers of telecommunications, electricity, or third parties (other than subcontractors of Company) not under the control of the Company or by a Delay Event or a Force Majeure Event. If the Broadband Network is continuously Dark for a period of three (3) or more days, then this shall constitute a Company Default, and the County may send a notice of termination, which shall be effective upon sixty (60) days from receipt by the Company if such Company Default has not been cured by the Broadband Network operating without any Dark Days for ten (10) days continuously. If the Company does cure the Company Default by the Broadband Network operating without any Dark Days for ten (10) days continuously prior to the end of such sixty (60) day period, then the termination shall not be effective, and the Company Default shall be cured. If Company is unable to cure the Company Default within said sixty (60) days by the Broadband Network operating without any Dark Days for ten (10) days continuously, then the County shall be entitled to exercise its rights to terminate this Agreement due to the Company Default and/or exercise all other remedies available to the it under this Agreement, at law or in equity.

(iii) Repeated Outages. Consistent and repeated outages that occur but do not constitute “Dark” if the County, in its reasonable discretion, deems the outages so numerous as to render the Broadband Network non-functional.

(iv) Failure to Maintain Service Levels and Pricing. The Company’s repeated and substantial failures to maintain performance standards and service levels as set out in Section 9 of this Agreement. In the event Company is in Company Default, and does not cure such Company Default within sixty (60) days after a Company Default notice is delivered to the Company, then the County shall be entitled to exercise its rights to terminate this Agreement due to the Company Default and/or exercise all other remedies available to it under this Agreement, at law or in equity.

(v) Assignment Defaults; Remedies. The making by the Company of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Company of a petition to have the Company adjudged a bankrupt or a petition or reorganization or arrangement under any law relating to bankruptcy unless the same is dismissed within sixty (60) days; (iii) the appointment of a trustee or a receiver to take possession of substantially all Secured Project Assets or of Company's interest in this Agreement, where possession is not restored to Company within sixty (60) days; the attachment, execution or other judicial seizure of substantially all Secured Project Assets or of Company's interest in this Agreement, where that seizure is not discharged within sixty (60) days; or (v) a transfer or assignment by the Company in violation of Section 17 herein.

(vi) Company Default on Indebtedness. Any payment default by the Company on the Indebtedness that is not cured within the time period to cure granted under the documents and instruments relating to the Indebtedness. If the payment default occurs on any Tax-Exempt Indebtedness, the County may exercise the Default Option set forth in Section 19(f).

(vii) Other Defaults; Remedies. The Company's material failure to observe or perform any of the material covenants, conditions or provisions of this Agreement, or of any exhibits hereto, required herein to be observed or performed by the Company. In the event the Company does not cure such Company Default within sixty days after a Company Default notice is delivered to the Company, then the County shall be entitled to exercise its rights to terminate this Agreement due to the Company Default and/or exercise all other remedies available to it under this Agreement, at law or in equity.

(c) Default by County; Remedies. The Company has no right, except as provided in this paragraph and as set forth in Section 19(g), to terminate this Agreement or take action against the County for monetary damages as a result of default by the County. Notwithstanding anything in this Agreement to the contrary, in the event of the County's material failure to observe or perform any of the material covenants, conditions or provisions of this Agreement, or of any attachments hereto, required herein to be observed or performed by County and County's failure to cure such default within sixty (60) days after a default notice is delivered to the County, then Company's recourse against the County shall be limited as set forth in Section 7(b) and the Company shall be entitled to (i) seek injunctive relief against the County if the County undermines or frustrates the development and operation of the Project or unreasonably withholds any permit, consent or approval required or desirable for the Project and within its authority to provide, and (ii) receive any Grant Funds then otherwise due for reimbursement under the terms of this Agreement or the Grant Agreement and any Grant Funds due for work performed subsequent to the latest request for reimbursement through the date of termination. In accordance with this Agreement, the Company may continue to own and operate the Project until the election by the County, at its sole discretion, to meet the Indebtedness Satisfaction Condition, after which the Trustee will give the County and the Company notice that the Indebtedness Satisfaction Condition has been met, and the Company will have 180 days after delivery of such notice to transfer or

assign the assets and related contracts constituting the Project to the County, at the direction of the County.

(d) Dispute Resolution. In the event of a dispute between the Parties, the Parties are encouraged, but not required to attempt to achieve amicable resolution through informal discussions or mediation.

(e) Effect of Termination due to Company Default. In the event of termination of this Agreement due to a Company Default, the Company may not claim any further rights or privileges pursuant to this Agreement, including any further payment to the Company of Grant Funds for work completed after the effective date of termination of this Agreement. Following termination of this Agreement due to a Company Default and, at the County's sole discretion, meeting the Indebtedness Satisfaction Condition:

(i) At the discretion of the County and to the extent contractually possible, the Company shall assign to the County all leasehold interests held in accordance with Section 6(j) of this Agreement.

(ii) The County may freely assume and assign the title to any Project Assets and any leasehold interests of the Company assigned hereunder.

(iii) To the extent that title has passed to the County or rights have been assigned to the County hereunder, the County may assign and assume such facilities to (i) a new provider selected through a competitive process, or (ii) as may otherwise be allowed by law.

(iv) The assumption or acquisition of any Project Assets by the County as a result of termination of this Agreement due to a Company Default shall be conducted in accordance with the terms of the Resolution.

(f) County Default Option Upon Non-Payment of Indebtedness. In the event the Company defaults on its payments on any Indebtedness, the County has the exclusive option to acquire the Broadband Network for the remaining amount of the outstanding Indebtedness plus accrued interest to the date of the payment default by the Company. The County shall have (i) not less than ninety (90) days from the date it is notified by the Company of the default in which to exercise the Default Option, and (ii) not less than ninety (90) days from the date it exercises the option to purchase the Project.

(g) The Company may terminate this Agreement following an Event of Loss if the relevant Event of Loss is caused by a Force Majeure Event. If the Company wishes to exercise its right to terminate this Agreement pursuant to this Section 19(g), it shall issue a notice of termination to the County specifying the date on which the Company proposes to terminate this Agreement, which date shall not be less than sixty (60) days from the date of such notice. Upon such Event of Loss and related termination, the Company shall comply with the terms of the Grant Agreement and Resolution relating to the administration of the Project Assets as a result an Event

of Loss caused by a Force Majeure Event. As of the effective date of a termination under this Section 19(g), the County shall have no further obligation to the Company under this Agreement, and the Company may continue to own and operate the Project until the election by the County, at its sole discretion, to meet the Indebtedness Satisfaction Condition, after which the Trustee will give the County and the Company notice that the Indebtedness Satisfaction Condition has been met, and the Company will have 180 days after delivery of such notice to transfer or assign the assets and related contracts constituting the Project to the County, at the direction of the County.

(h) The County shall not be liable to the holders of any Tax-Exempt Indebtedness for any determination of taxability of such Tax-Exempt Indebtedness as a result of termination of this Agreement by the County or the Company pursuant to this Section 19 or the County's termination of this Agreement pursuant to Section 36.

20. County Defeasance Option. During the Term of this Agreement, the County has the right at any time to obtain unencumbered fee title and exclusive possession of the Project Assets financed by Tax-Exempt Indebtedness, by meeting the Indebtedness Satisfaction Condition. However, the County, at any time before such event it defeases the Tax-Exempt Indebtedness, may not agree or otherwise be obligated to convey any interest in the Project to any person (including the United States of America or its agencies or instrumentalities) for any period extending beyond or beginning after the County defeases the Tax-Exempt Indebtedness. In addition, the County may not agree or otherwise be obligated to convey a fee interest in the Project to any person who was a user of the Project, or a related person under section 103(b)(6)(C) of the Internal Revenue Code, before the defeasance within ninety (90) days after the County defeases the Tax-Exempt Indebtedness. If the County exercises its right under this Section 20, the Company must immediately cancel all encumbrances on the Project, including leases and management contracts, or assign or otherwise permit the County to assume such encumbrances, at the County's sole discretion. Any lease, management contract, or other similar encumbrance on the Project will be considered immediately cancelled if the lessee, management company, or other user ceases work, operations or otherwise vacates the Project within a reasonable time, generally not to exceed ninety (90) days, after the date the County exercises its right under this Section 20. Encumbrances that do not significantly interfere with the use of the Project, (i.e., easements granted to utility companies) are not considered encumbrances for purposes of this Section 20. The County may elect, at its sole option, to maintain or renew any lease, management contract, or other agreement relating to the Project that would constitute an encumbrance. For the avoidance of doubt, the provisions and procedures of this Section 20 shall apply to the County meeting the Indebtedness Satisfaction Condition as stated in this Agreement.

21. Maturity or Retirement of Tax-Exempt Indebtedness; Limitation on Indebtedness. If Tax-Exempt Indebtedness is used to finance all or a portion of the Project, upon maturity and satisfaction of the Indebtedness Satisfaction Condition, the title to the Project shall be transferred to the County free and clear of any encumbrances within ninety (90) days of such maturity or early retirement of such Indebtedness. The County may elect, at its sole option, to maintain or renew any lease, management contract, or other agreement relating to the Project that would constitute an encumbrance.

Notwithstanding anything to the contrary herein, the Company acknowledges and agrees that it may not issue or incur any Indebtedness, including Tax-Exempt Indebtedness without prior approval by the County Board.

22. Taxable Indebtedness; Revenue Sharing. If the Company does not incur Tax-Exempt Indebtedness and elects to finance the Project with Indebtedness the interest on which is taxable to the holders thereof, then in consideration of the significant investment of public support and resources in the Project, the Company agrees to share fifty-percent (50%) of the Company's Net Revenue with the County.

23. Procurement; Predevelopment Agreement. The County acknowledges that the Company will contract with Pivot to undertake its obligation to design, develop, install and operate the Project and comply with the Project Requirements. During the Term of this Agreement, the Company agrees that when procuring services from third-party providers (other than those services that have been competitively procured and are to be provided by the Pivot Team) it shall comply with State or County procurement guidelines where applicable. The Company shall provide the Project Manager with all information relating to any procurement that is subject to State or County procurement guidelines to ensure compliance. Further all of Pivot's rights, duties, and obligations under the Predevelopment Agreement shall remain in effect, and to the extent there is any conflict between the Predevelopment Agreement, or any other prior agreement between the County and Pivot, and this Agreement, the terms of this Agreement shall control.

24. County Recapture of Predevelopment Service Costs. Notwithstanding the provisions of Section 22, the Company acknowledges and agrees that the County shall be entitled to recapture costs paid to Pivot pursuant to the Predevelopment Agreement in an amount not to exceed One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) ("Predevelopment Costs"). Such amount shall only be recaptured by the County to the extent revenue is available to the Company from the operation of the Broadband Network after the payment of all costs of Indebtedness and the operation of the Broadband Network. The County's interest in the recapture of the Predevelopment Costs shall be subordinate to any other interests in the Project, including the interests of the holders of any Indebtedness, and shall not be repaid so long as any Indebtedness remains outstanding.

25. Notices. Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U.S. Mail, first class, with postage prepaid at the addresses set forth below or upon actual receipt:

To County:

Kendall County, Illinois
111 West Fox Street
Yorkville, Illinois 60560
Attn: Christina Burns, County Administrator
Email: cburns@kendallcountyil.gov

with a copy to:

State's Attorney of Kendall County, Illinois
807 West John Street
Yorkville, Illinois 60560
Attn: Eric Weis
Email: eweis@kendallcountyil.gov

with a copy to:

Taft, Stettinius & Hollister LLP
111 East Wacker Blvd., Suite 2600
Chicago, Illinois
Attn: Matthew Miller
Email: mjmill@taftlaw.com

To Company:

Fox Fiber, NFP
6674 East 118th Ct.
Thornton, Colorado 80233
Attn: James Cannon
Email: jim@pivot-tech.io

Although email may be used for informal communications regarding this Agreement, any notice required to be sent pursuant to this Agreement shall be sent by first class U.S. Mail.

26. Compliance.

(a) Public Documents. Unless specifically exempted pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq., as amended), all reports, documents, financial data and other information provided to the County shall be public records. The County shall make its reasonable efforts to protect information exempted from the Illinois Freedom of Information Act.

(b) Discrimination. The Company covenants and agrees that, (i) in carrying out its obligations hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, sexual orientation, religion or sex; and (ii) the Company shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or laws, and as such rules, regulations, or laws may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this section, County shall have the right to terminate this Agreement.

(c) Public Entity Crime. Any Person or affiliate, as defined in the Illinois Statutes, shall not be allowed to contract with County, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date the Solicitation, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date the Solicitation, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving

antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with County obtained in violation of this section shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this section shall be removed from the Project and promptly replaced by a subcontractor acceptable to County.

(d) **Conflict of Interest.** Both parties affirm no County officer or elected official has a direct or indirect pecuniary interest in the Company, Pivot (or any partners, subcontractors or affiliates thereof), or in this Agreement, or, if any County officer or elected official does have a direct or indirect pecuniary interest in the Company, Pivot (or any partners, subcontractors or affiliates thereof), or in this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

(f) **Prevailing Wage.** The Company agrees that it shall comply and require all subcontractors working on the Project to comply with the prevailing wages requirements contained in 820 ILCS 130 et seq.

27. Survival. The rights and remedies available to the Company and the County for any breach that takes place during the Initial Term or any Renewal Term (if the Agreement is renewed into any Renewal Term) shall survive any expiration or termination of this Agreement.

28. No Waiver of Sovereign Immunity. Notwithstanding any provision of this Agreement to the contrary, no provision of this Agreement shall be construed to be a waiver of the sovereign immunity (or any other immunity, governmental or otherwise) of the State of Illinois or the County.

29. Entire Agreement. Together with the exhibits referenced in this Agreement and any exhibits to those exhibits, this Agreement expresses the entire understanding between the parties with respect to this matter, and no amendment, waiver, or modification of this Agreement shall be made unless (i) expressly set forth in writing, or (ii) a mechanism in this Agreement allows for an exhibit to this Agreement, such as the Grant Application.

30. Litigation Expenses and Attorney's Fees. In the event of any enforcement action or litigation arising out of any Default or dispute related to this Agreement, each side shall pay their own legal expenses.

31. Consultation with Attorneys. Each Party recognizes that (i) it has consulted with its own attorney and (ii) taken part in the negotiation and drafting of this Agreement.

32. No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the Parties and their permitted assigns and transferees, and they shall not be construed as conferring any rights to any third party (including any third-party beneficiary rights). Pivot is not a party to this Agreement and does not have any obligations under this Agreement.

33. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.

34. Severability. If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

35. Grant Funds; Obligation. Notwithstanding any provision of this Agreement to the contrary, the respective obligation of the County to assign, transfer, reimburse, or otherwise pay over Grant Funds to the Company shall at all times remain subject to the availability of the Grant Funds. The County acknowledges and agrees that it shall not expend any Grant Funds for any purpose other than to reimburse the Company for costs of the Grant Funded Components.

36. Termination for Convenience by the County. (a) Notwithstanding any provision in this Agreement to the contrary, the County may in its sole discretion terminate this Agreement as at any time without cause by delivering written notice of termination and such termination shall be effective thirty (30) days following delivery of notice, in whole or in part, upon giving the Company notice of such termination. Upon termination under this Section 36, the Company shall be entitled to receive the following:

(i) Any Grant Funds then otherwise due for reimbursement under the terms of this Agreement or the Grant Agreement as of the latest request for reimbursement;

(ii) Any Grant Funds due for work performed subsequent to the latest request for reimbursement through the date of termination; and

(iii) Reasonable compensation for the actual cost of demobilization incurred by the Company as a direct result of such termination by the County. The Company shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, the County shall not have any further obligations to the Company of any nature.

(b) Notwithstanding any provision of this Agreement to the contrary, in no event shall the County owe any money or otherwise be liable to the Company (or any other party) for any costs relating to the Project, or any Indebtedness.

(b) Upon termination under this Section 36, the County may elect, in its sole discretion, to purchase or to assume the Project and/or components thereof by meeting the Indebtedness Satisfaction Condition. Upon such election to purchase or assume the Project by the County by meeting the Indebtedness Satisfaction Condition, the procedures and provisions set forth in Section 20 are applicable to such purchase, and the Company shall take such steps as the County may

require in order to assign to the County the Company's interest in all subcontracts and purchase orders designated by the County. After all such steps have been taken to the County's satisfaction the Corporation shall be entitled to receive those amounts set for in Section 36(a)(i)-(iii). The assumption or acquisition of any Project Assets by the County as a result of termination of this Agreement under this Section 36 shall be conducted in accordance with the terms of the Resolution. If the County does not so elect, the Company shall continue to own the assets comprising the Project and may continue to develop and operate the Project, and the County will not undermine or frustrate the development and operation of the Project or unreasonably withhold any permit, consent or approval required or desirable for the Project and within its authority to provide.

37. Force Majeure Event. No party shall be obligated to perform its obligations under this Agreement to the extent that the non-performance of such obligations is directly caused by a Force Majeure Event. As soon as practicable after the party whose performance will be effected realizes the existence of the Force Majeure Event, such party shall provide written notice to each other party of (i) the existence of the Force Majeure Event, (ii) how such Force Majeure Event prevents the performance of the notifying party's obligations under this Agreement, and (iii) a proposed remedy to the Force Majeure Event situation. The notifying party shall undertake all reasonable efforts to perform its obligations under the Force Majeure Event.

38. Delay Event.

(a) "Delay Event" means any circumstance, event or condition (or combination thereof) beyond the reasonable control, directly or indirectly, of the Affected Party (as defined herein) but only to the extent that:

- (i) causes a continuous delay for at least 21 (21) days;
- (ii) such circumstance, event or condition, despite the exercise of diligence, cannot be prevented, avoided or overcome by the Affected Party;
- (iii) such circumstance, event or condition prevents or delays the performance by the Affected Party of any or all of its obligations under or pursuant to this Agreement;
- (iv) the Affected Party has taken all reasonable precautions, due care and measures to prevent or avoid the effect of such circumstance, event or condition on its ability to perform its obligations under this Agreement;
- (v) such circumstance, event or condition is not the direct or indirect result of a breach by the Affected Party of its obligations under this Agreement;
- (vi) the Affected Party has given the other Party notice in accordance with this Section 38; and
- (vii) any Change of Law.

(b) Any delay in the State's payment or reimbursement of Grant Funds to the County under the Grant Agreement that: (i) is not a result of any action or inaction of the County and (ii) is continuous for a period of at least ninety (90) days shall constitute a Delay Event.

(c) As soon as practicable after the party desiring to invoke a Delay Event (the "Affected Party") has knowledge of the existence of a Delay Event, it shall provide written notice to the other party of (i) the occurrence of the Delay Event, (ii) how such Delay Event prevents or delays the performance of any or all of the Affected Party's obligations under this Agreement, and (iii) a proposed remedy to the events, conditions or circumstances constituting a Delay Event. The Affected Party shall undertake all reasonable efforts to perform its obligations under the Delay Event circumstances.

(d) The Affected Party shall not be liable for any delay or failure in performing its obligations under this Agreement due to a Delay Event.

39. Other Broadband Projects Not Precluded.

(a) County Non-Exclusivity. For the purpose of clarification and without in any way limiting the rights of the County, nothing in this Agreement shall be interpreted to prevent the County from undertaking or providing funding for the establishment, enhancement, or expansion of broadband internet or similar services in or around the County, including with partners other than the Company.

(b) Company Non-Exclusivity. Furthermore, the Company may provide broadband internet or similar services outside of the County; provided, however, that all work done with the Grant Funds shall be in the County, unless otherwise agreed to by the County and approved by the State of Illinois. Further, the Company agrees that it shall not build any network or provide any broadband internet or similar services in the area of the Broadband Network or any planned future network.

40. Miscellaneous. This Agreement shall be governed by the laws of the State of Illinois. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Kendall, Illinois, or the Circuit Court for the County of Sangamon, Illinois (if the dispute is deemed by the County needed to be adjudicated in Sangamon County because of the Grant Agreement), and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Agreement are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Agreement. This Agreement is the entire agreement between the parties and may not be amended or modified, except as otherwise set forth herein. If any provision of this Agreement is determined to be unenforceable, then the remaining provisions of this Agreement shall be interpreted as in effect as if such unenforceable provision were not included therein. No party shall be responsible or liable to the other party for indirect, consequential, special, punitive or exemplary losses or damages of any nature.

41. Condition Precedent. The rights and obligations of the Parties under this Agreement, shall be conditioned upon the execution and delivery of the Grant Agreement under terms and conditions that are consistent with the Grant Application.

[Signature Page to Follow]

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF KENDALL, ILLINOIS

By: _____
Name: _____
Its: _____

FOX FIBER, NFP,
an Illinois nonprofit corporation

By: _____
Name: _____
Its: _____

ACKNOWLEDGED AND AGREED TO:

PIVOT TECH DEVELOPMENT INC.,
a Delaware corporation

By: _____
Name: James Cannon
Title: CEO

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
COUNTY OF KENDALL, ILLINOIS.

[_____] , 2025

County Board Charmain
Kendall County, Illinois

EXHIBITS

Exhibit A	Solicitation
Exhibit B	Proposal
Exhibit C	Form of Grant Agreement
Exhibit D	Grant Application
Exhibit E	Grant Requisition Form
Exhibit F	Secured Project Assets
Exhibit G	Project Budget
Exhibit H	Project Requirements
Exhibit I	Predevelopment Agreement
Exhibit J	Initial Acceptable Use Policy
Exhibit K	Initial Disaster Contingency Plan



Kendall County Agenda Briefing

Meeting Type: Committee of the Whole

Meeting Date: 5/15/2025

Subject: **AMENDMENT TO THE VEHICLE LEASE AGREEMENT BETWEEN KENDALL COUNTY AND THE VOLUNTARY ACTION CENTER**

Prepared by: Jennifer Breault, Finance and Budget Analyst, PCOM

Department: Administration

Action Requested:

Approval of amendment to vehicle lease agreement between Kendall County and the Voluntary Action Center

Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

This amendment to the agreement authorizes Kendall County to utilize the Kendall Area Transit Vehicles in emergency situations.

Staff Recommendation:

Approval of amendment to vehicle lease agreement between Kendall County and the Voluntary Action Center

Attachments:

Amendment to vehicle lease agreement between Kendall County and the Voluntary Action Center

**AMENDMENT TO THE VEHICLE LEASE AGREEMENT BETWEEN KENDALL
COUNTY AND THE VOLUNTARY ACTION CENTER**

WHEREAS, on July 16, 2024, Kendall County, Illinois, hereinafter referred to as the “County”, and Voluntary Action Center of Northern Illinois, hereinafter referred to as “VAC”, entered into a Vehicle Lease Agreement (“Lease”) whereby the County agreed to lease certain vehicles to VAC and VAC agreed to provide public transportation services to residents of Kendall County; and

WHEREAS, the County anticipates that the aforesaid vehicles may be necessary for its own use in the event of an emergency in the County; and

WHEREAS, the parties now wish to modify the Lease to include a provision allowing the County to use said vehicles in the event of an emergency.

NOW THEREFORE, the Agreement is amended as follows, effective upon acceptance by both Parties:

1. The recitals set forth above are incorporated into this Amendment by reference and made a part thereof.
2. A new paragraph 29 shall be added to the July 16, 2024, Lease as follows:

“29. **Emergency Use.** Whenever an emergency, or the imminent threat thereof, occurs in the County and results in, or threatens to result in the death or injury of persons or the destruction of or damage to property to such extent as to require, in the sole judgment of the County, extraordinary measures to protect the public peace, safety and welfare, the County shall have the temporary right to use any or all of the vehicles listed in Exhibit A in order to respond to the emergency. Said use shall continue until the County has concluded that the emergency has ceased such that vehicle use is no longer necessary. This may cause delay in service. At such time, the County shall return the vehicles to VAC.”

3. Except as modified by this Amendment, the Lease remains in full force and effect.

VOLUNTARY ACTION CENTER of DEKALB COUNTY

BY: _____
Nate Kloster, Executive Director

KENDALL COUNTY, ILLINOIS

BY: _____

Matt Kellogg, County Board Chair

ATTEST:

BY: _____
Debbie Gillette, County Clerk and Recorder



Kendall County Agenda Briefing

Meeting Type: Committee of the Whole

Meeting Date: 5/15/2025

Subject: Resolution Establishing a Policy for the Use of WEX Cards to Purchase Fuel for Kendall Area Transit Vehicles

Prepared by: Jennifer Breault, Finance and Budget Analyst, PCOM

Department: Administration

Action Requested:

Approval of Resolution Establishing a Policy for the Use of WEX Cards to Purchase Fuel for Kendall Area Transit Vehicles

Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

Kendall County acts as the pass-through entity for the Voluntary Action Center (VAC), which manages Kendall Area Transit (KAT). VAC requests that its employees use WEX cards to purchase fuel for KAT vehicles. Kendall County agrees to issue WEX cards for VAC employees' use in acquiring fuel for KAT vehicles. Fuel purchases made with WEX cards by VAC employees will be submitted for reimbursement through KAT's Department of Transportation Assistance Program (DOAP) grant

Staff Recommendation:

Approval of Resolution Establishing a Policy for the Use of WEX Cards to Purchase Fuel for Kendall Area Transit Vehicles

Attachments:

Approval of Resolution Establishing a Policy for the Use of WEX Cards to Purchase Fuel for Kendall Area Transit Vehicles

County of Kendall, Illinois

Resolution 2025-

**Resolution Establishing a Policy for the Use of WEX Cards to
Purchase Fuel for Kendall Area Transit Vehicles**

WHEREAS, Kendall County is the pass-through for Voluntary Action Center (“VAC”), which operates Kendall Area Transit (“KAT”); and

WHEREAS, VAC wishes for its employees to utilize WEX cards to purchase fuel for KAT vehicles; and

WHEREAS, Kendall County agrees to issue WEX cards for the use of VAC employees in purchasing fuel for KAT vehicles; and

WHEREAS, fuels purchases made by WEX cards are submitted for reimbursement through KAT’s DOAP grant.

NOW, THEREFORE, BE IT RESOLVED, by the Kendall County Board that the following policy is adopted to govern VAC’s use of Kendall County-issued WEX cards for the purchase of fuel by VAC employees for KAT vehicles:

1. All requests for new WEX cards, cancellations, and corrections must be submitted by VAC through Kendall County Administration. Only the KAT PCOM is authorized to issue and to make corrections to the cards.
2. Any modifications or updates to the WEX card payment system shall be performed solely by the KAT PCOM.
3. Monthly statements will be reviewed jointly by Kendall County and VAC.
4. VAC is responsible for processing and remitting payment for the statements. Payment for WEX card statements will be made by VAC and reimbursed with DOAP grant funds. No Kendall County funds will be used to pay WEX card statements. If expenses charged to a WEX card are not eligible for reimbursement from grant funds, VAC, not Kendall County, shall bear responsibility for payment of those charges.
5. Each driver is responsible for their assigned card. Cards will be issued to the driver each morning and must be returned to dispatch at the end of their shift.
6. WEX cards are to be used exclusively for fuel purchases for KAT vehicles operating for KAT purposes. Personal use of the cards is strictly prohibited, and any unauthorized charges will be the employee's responsibility.
7. VAC shall ensure that WEX cards are only used for authorized purposes. VAC shall indemnify and hold harmless Kendall County for any damages caused or expenses incurred as result of the misuse or unauthorized use of a WEX card by VAC or by a VAC employee.
8. Any issues related to lost or stolen cards or suspected fraudulent activity must be reported immediately to the KAT PCOM.
9. All purchases made with a WEX card must be supported by itemized receipts, which must be retained from the point of sale and submitted to dispatch at the end of the driver’s shift.

10. Kendall County may revoke VAC's use of a WEX card at any time and for any reason.
11. VAC shall direct all its employees who receive a WEX card to sign a WEX Card Acknowledgment Form (see Attachment A), indicating their understanding of this policy. Additional responsibilities may be communicated as necessary.
12. An authorized representative of VAC shall execute the WEX Card Policy Acknowledgement (see Attachment B), acknowledging VAC's acceptance of this policy.

Approved and adopted by the County Board of Kendall County, Illinois, this ____ day of _____ 2025.

Attest:

Matt Kellogg
County Board Chairman

Debbie Gillette
County Clerk and Recorder



Kendall County Agenda Briefing

Meeting Type: Committee of the Whole

Meeting Date: 5/15/2025

Subject: ASSIGNMENT OF THE OCTOBER 4, 2022 GRANT AGREEMENT FOR DISBURSEMENT AND USE OF KENDALL COUNTY'S AMERICAN RESCUE PLAN ACT FUNDS

Prepared by: Jennifer Breault, Finance and Budget Analyst

Department: Administration

Action Requested:

Assignment Of the October 4, 2022 Grant Agreement For Disbursement And Use Of Kendall County's American Rescue Plan Act Funds

Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

This amendment is to reflect that 211 has been integrated into United Way, and accordingly, United Way will assume all obligations, responsibilities, liabilities, and commitments previously associated with 211 in relation to Kendall 211.

Staff Recommendation:

Approval of Assignment of The October 4, 2022 Grant Agreement For Disbursement And Use Of Kendall County's American Rescue Plan Act Funds

Attachments:

Assignment Of the October 4, 2022 Grant Agreement For Disbursement And Use Of Kendall County's American Rescue Plan Act Funds

**ASSIGNMENT OF THE OCTOBER 4, 2022 GRANT AGREEMENT FOR
DISBURSEMENT AND USE OF KENDALL COUNTY’S AMERICAN
RESCUE PLAN ACT FUNDS**

THIS ASSIGNMENT (“Assignment”) assigns the grant agreement between the County of Kendall, Illinois, a unit of local government (“County”), and Kendall County 211, Inc., a non-profit 501(c)3 organization in good standing (“Kendall 211”), approved October 4, 2022, and previously amended (the “Agreement”). By the terms of this Assignment, Kendall 211’s rights and obligations under the Agreement are assigned to and assumed by Fox Valley United Way, a non-profit 501(c)3 organization in good standing (“United Way”).

RECITALS

WHEREAS, Kendall 211 was created for the purpose of operating a 211 hotline service for the residents of Kendall County; and

WHEREAS, the County and Kendall 211 entered into an Agreement whereby the County agreed to distribute to Kendall 211 Grant funds from the Coronavirus State and Local Fiscal Recovery Funds the County had received from the federal government under the American Rescue Plan Act of 2021; and

WHEREAS, the Agreement was amended by agreement of the County and Kendall 211 on June 27, 2023 (“First Amendment”); and

WHEREAS, the Agreement was amended by agreement of the County and Kendall 211 on November 19, 2024 (“Second Amendment”); and

WHEREAS, pursuant to the Agreement and the subsequent Amendments, the Grant funds provided by the County to Kendall 211 were to be used by Kendall 211 for the operation of the 211 service; and

WHEREAS, by separate agreement, Kendall 211 and United Way have agreed that Kendall 211 will be merged into United Way and that United Way will be assuming the operations of the 211 service; and

WHEREAS, because United Way will be operating the 211 service, Kendall 211 desires to assign its rights and obligations under the Agreement to United Way; and

WHEREAS, United Way desires to assume Kendall 211’s rights and obligations under the Agreement; and

WHEREAS, because United Way will be operating the 211 service, the County agrees to permit an assignment of Kendall 211's rights and obligations under the Agreement to United Way.

NOW THEREFORE, the County, Kendall 211, and United Way agree as follows:

1. The recitals set forth above are incorporated into this Assignment by reference and made a part thereof.
2. Kendall 211 hereby transfers and assigns to United Way, and United Way hereby acquires from Kendall 211 all of Kendall 211's rights and interests in the Agreement, as amended, of whatever kind or nature, and United Way hereby assumes and agrees to perform all obligations, duties, liabilities, and commitments of Kendall 211 under the Agreement, as amended, of whatever kind or nature.
3. Notwithstanding anything in this Assignment to the contrary, Kendall 211 shall remain obligated, as a principal and not a guarantor, to the County with respect to all of Kendall 211's obligations, duties, liabilities, and commitments under the Agreement, as amended, of whatever kind or nature.
4. Notwithstanding the restrictions on assignment stated in Section 4 of the Agreement, the County and Kendall 211 consent to the terms of this Assignment.
5. Notwithstanding the requirements set forth in Section 3 of the Agreement, as amended, limiting the use of Fiscal Year 2025 Grant funds to payment to PATH for call center services, the County consents to the use of FY 2025 Grant funds for a call center service other than PATH. If United Way utilizes a call center provider other than PATH, it shall provide the County with a copy of its contract for those call center services. The maximum amount of FY 2025 Grant funds remains \$20,000.00, and the timeframe for spending and reporting those Grant funds remains unaltered by this Assignment.
6. Except as specifically modified by the First Amendment, the Second Amendment, and this Assignment, the Agreement remains in full force and effect.

AGREED TO AND ACCEPTED

KENDALL COUNTY, ILLINOIS

KENDALL COUNTY 211, INC.

Matt Kellogg
Kendall County Board Chair

NAME
JOB TITLE

Attest: _____
Debbie Gillette
Kendall County Clerk

Attest: _____

Date: _____

Date: _____

UNITED WAY FOX VALLEY

NAME
JOB TITLE

Attest: _____

Date: _____



Kendall County Agenda Briefing

Meeting Type: Committee of the Whole
Meeting Date: 5/15/2025
Subject: Empower Health Services, LLC Biometric Screening Agreement in an amount not to exceed \$135 per plan participant
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To forward the Empower Health Services, LLC Biometric Screening Agreement to the County Board for approval.

Board/Committee Review:

On 5/5/2025, the Human Resources & Insurance Committee reviewed this item and requested to forward this item to Committee of the Whole for review and discussion.

Fiscal impact:

None

Background and Discussion:

The Empower Health Services, LLC Biometric Screening Agreement provides for three onsite biometric wellness screenings for Kendall County retirees, employees, and their spouses enrolled in the county's medical insurance plan. Each screening costs \$135 per participant, with this expense reimbursed by IPBC through its Wellness Program. A minimum of 30 participants per screening date is required, and IPBC will reimburse Kendall County only for completed screenings. Kendall County is responsible for covering the costs associated with any unmet minimum participation. Thus, the Human Resources Department is requesting confirmation from the Committee as to whether the County should proceed with offering three onsite screening dates or reducing that number to two onsite screening dates.

Staff Recommendation:

To forward the Empower Health Services, LLC Biometric Screening Agreement in an amount not to exceed \$135 per plan participant to the County Board for approval.

Attachments:

1. Empower Health Services, LLC Biometric Screening Agreement in an amount not to exceed \$135 per plan participant
2. Empower Health presentation from the 4/7/2025 Human Resources & Insurance Committee meeting.

Capabilities Presentation

PRESENTED BY: EMPOWER HEALTH SERVICES



Kendall County
ILLINOIS

Agenda



- Who is Empower Health?
- Why partner with Empower Health?
- Biometric Screening Program
- Ongoing Engagement and Support

Who We Are And What We Do



Empower Health Services is a nationwide provider

serving private industries, school districts, and government entities.



Empower Health Services has an experienced team

of professionals that have been in the health and wellness industry for over 35 years.



Empower Health Services provides tailored solutions

that are flexible and customized based on the needs and goals of each individual client.



Empower Health Services provides comprehensive services

including health screenings, health risk assessments, flu vaccinations, healthcare intervention initiatives, activities-based or outcomes-based incentive programs, and access to an expansive personal health portal.

What Sets EHS Apart?

A La Carte Services

We want to provide only the services that you need and want



Pricing Made Simple

We offer easy-to-understand and straightforward pricing options

We Have Our Own Staff

No subcontractors and no middle-man
– All events are staffed by the EHS team



Data Integration

We provide the ability to partner with third-party vendors and doctors

Team-Driven Events

Events are staffed with a team, not one or two employees



Ongoing Engagement

We offer ongoing engagement and support throughout the year

Multiple Screening Options

We offer onsite screenings, an offsite option through nationwide labs, and physician forms



Incentives

Customizable activities-based and outcomes-based incentive programs

Core Screening Package

5

A fresh approach to a healthy life

	Blood Chemistry Profile Our venipuncture or finger-stick testing detects warning signs of illness		Summary Report All participants receive a detailed screening report (available online and as a hard copy)		Outreach and Support At-risk participants receive timely critical-care outreach with targeted follow-up
Biometrics Screening programs include blood pressure readings and body mass index calculation		Empower Health Assessment™ Our online self-evaluation provides insight into lifestyle habits		Online Portal Our proprietary Empower.Health portal features expansive health and wellness tools (mobile-friendly)	

Programs include an in-depth aggregate management report and operations review presentation

Comprehensive Venipuncture Testing

Through the EHS Comprehensive Panel C, **which includes 42 preventative laboratory tests**, you are given the ability to better understand your health and work towards preventing serious illness.

- Heart Disease and Stroke
- Diabetes
- Anemia, Infections, and Certain Cancers
- Liver and Gallbladder Abnormalities
- Thyroid Diseases
- Gastrointestinal Disorders
- Nutritional Disorders

HEART & DIABETES	COMPLETE BLOOD COUNT	KIDNEY, LIVER & THYROID	NUTRITION
Glucose	Red Blood Cells	BUN & Creatinine	Calcium
Total Cholesterol	White Blood Cells	T4 & Potassium	Total Protein
HDL (Good Chol.)	Hemoglobin	Phosphorus & eGFR	Albumin
Non-HDL	Hematocrit	Chloride & Sodium	Uric Acid
LDL (Bad Chol.)	Platelet Count	Alkaline Phosphatase	Iron
Cholesterol Ratio	Red Blood Cell Distribution	Total & Direct Bilirubin	Magnesium
Triglycerides	MCH, MCHC, MCV	SGOT, SGPT, Gamma GTP & LD	✓ Hemoglobin A1c

Age/Gender Smart Testing may be added to any venipuncture profile

Comprehensive Venipuncture Testing – Expanded Packages

Covered by IPBC at 100%

SCREENING PACKAGE OPTIONS	PANEL C	PANEL C & A1c	PANEL C+
Panel C - Testing that consists of a 42-component blood chemistry profile and screens for various health conditions. (Included for all participants)	✓	✓	✓
Hemoglobin A1c - A screening to determine average blood sugar levels over the period of 90 to 120 days prior to the test. High levels can suggest diabetes or problems managing the glucose level of a person who may have diabetes. (Included for all participants)	✗	✓	✓
Prostate Specific Antigen (PSA) - A screening for benign or cancerous growth of the prostate in men. (Included for male participants age 50+)	✗	✗	✓
Thyroid Stimulating Hormone (TSH) - A screening to determine thyroid function. (Included for female participants age 50+)	✗	✗	✓



Additional Services

8

Optional Blood Tests – Reimbursable expenses for HSA/FSA accounts

Covered at 100% for BCBSIL PPO Members (pending benefits verification)

Allergy (RAST)

Common allergens include *Alternaria tenuis* (mold), English plantain, Kentucky bluegrass, Bermuda grass, short ragweed, oak, elm, dust mites, and cats and dogs. This panel tests your body's sensitivities to these substances. Those who have undergone any radioactive scans or treatment in the past week should avoid this test.

Blood Type (ABO & Rh Factor)

This test determines your blood type: A, B, AB, or O. Since not every blood type (A, B, AB, or O) is compatible with the other, knowing your type is useful for donating blood or in the instance of transfusion or transplant.

ColoCARE® men's health women's health

Colorectal cancer is one of the most common cancers found in adult men and women. A take-home ColoCARE® self-test can help determine if there is hidden blood in the stool, a symptom of colorectal cancer.

Female Hormone Profile women's health

The hormones tested in this screening are follicle-stimulating hormone (FSH) and luteinizing hormone (LH). Testing FSH levels can help identify menstrual irregularities or menopause, and LH can help determine fertility issues. Several factors can cause abnormal test results, including medications, estrogen, progesterone, and if you are menstruating.

H. Pylori (*Helicobacter Pylori*)

This test identifies the presence of the *H. Pylori* bacteria, linked to digestive issues, gastritis, and ulcers. Some people with *H. Pylori* won't notice any symptoms of infection, while others experience a variety of digestive disorders.

Hemoglobin A1C diabetes

This test can help diagnose type 2 diabetes and prediabetes. It assesses blood sugar levels over the past 90 to 120 days. If you have diabetes, this test can help determine how well it is being managed. It differs from the routine blood sugar checks people with diabetes do daily. Certain medications, recent blood loss, or kidney and liver disease can affect this result.

Homocysteine heart health

Homocysteine is an amino acid in our bodies that can be measured through a blood test. High levels of this amino acid are linked to an increased risk of heart attack or stroke.

Inflammatory Joint Disease

This panel tests levels of RF Factor, C-Reactive Protein, Uric Acid, and ANA. Testing these together can help diagnose autoimmune diseases like rheumatoid arthritis and lupus, as well as gout.

Prostate Specific Antigen (PSA) men's health

This test can help determine signs of prostate cancer in men. The American Cancer Society and many healthcare providers recommend that men age 50 and over routinely screen for prostate cancer. Men younger than age 50 with a family history of prostate cancer are also encouraged to screen.

T4, Free men's health women's health

The thyroxine (T4) hormone comes in two forms, free T4 and bound T4. This test measures the amount of free T4 in the blood and can help identify thyroid issues or aid in monitoring people with a diagnosed thyroid problem.

Testosterone (Male Hormone) men's health women's health

Testosterone is a reproductive hormone produced at differing levels in both men and women. This test measures testosterone levels to aid in the detection and diagnosis of infertility or glandular disorders.

Thyroid-Stimulating Hormone (TSH) men's health women's health

The testing of thyroid-stimulating hormone (TSH) is routinely used for the diagnosis of thyroid disease. TSH is produced by the pituitary gland and stimulates the release of T3 and T4 from the thyroid gland.

Vitamin D men's health women's health diabetes heart health

This test measures the amount of vitamin D in the body. Healthy amounts of vitamin D help control your system's calcium and phosphate levels. Your body thrives on vitamin D and needs it to absorb calcium and promote bone growth.

Vitamin Deficiency Anemia men's health women's health

Without enough vitamin B12, folate, and iron in the body, there is a risk for health conditions such as anemia. This test measures if you are getting enough of these vitamins and minerals.

Additional Services

Flu Vaccination Program

- Onsite flu vaccinations offered nationwide
- Offered with screening or stand-alone
- Customized promotional materials
- Covered at 100% for BCBSIL PPO
- Quick and easy online registration
- Confirmation and reminder messaging
- Easy access to vaccination record within portal



**EHS provides a detailed
geo-access survey for
every client**



**The nearest available lab
patient service center is
less than 1 mile away**

**Empower Health has 7
available patient service
centers within a 15-mile
radius**

Primary Service Options

10

Award-Winning Onsite Screening Program

- Designed for larger populations
- Events are staffed by our team of licensed professionals

Offsite Individual Program

- A flexible option for remote workers, field staff and spouses
- Ideal make-up opportunity for those unable to attend an onsite screening event
- Participants can complete their screening at a local LabCorp or Quest Diagnostics patient service center. This network of 11,000+ labs is available nationwide.

Alternate Service Options

11



Health Provider Form – This service allows participants to visit their primary care physician if they are unable to complete testing at an onsite screening or at a patient service center.

Their physician may complete a Health Provider Form to have data reported and results returned to EHS.

Customized Promotional Campaign

EHS provides customized promotional materials to market your program to eligible participants.

We can support your initiative with brochures, posters, flyers, email campaigns, and group web presentations.



SAVE THE DATE

You are invited to the Empower Wellness Screening Program

Participating in this quick and easy health screening can detect and prevent serious illness. Save the date for your event and take the next step toward understanding your health.

Location
Tuesday, March 4, 2025
 2:00 am - 4:00 pm
 Room

EHS | EMPOWER HEALTH SERVICES Additional information coming soon!

Company XYZ **EHS | EMPOWER HEALTH SERVICES**

Detect early signs of illness with the Empower Wellness Screening Program

SCREENING LOCATION & DATE

Location
Tuesday, January 7, 2025
 6:30 am - 11:30 am
 Room

WHO CAN PARTICIPATE?	SCREENING FEES	ADDITIONAL TEST FEES
Employees & Spouses with BCBS PPO	No cost to you, billed to BCBS of IL PPO	No cost to you, billed to BCBS of IL PPO
Employees & Spouses <u>without</u> BCBS PPO	No cost to you, covered by the	Self-pay, please see Additional Tests Menu for tests & fees

Sign up today at empower.health

Returning Participants: If you previously created an account, sign in under "Welcome Back!"
New Participants: Complete "New User" fields and enter client code: XXXXXXXX

On-Site Convenience • Fast Appointments • Comprehensive Testing

- Panel C** - Testing that consists of a 37-component blood chemistry profile.
- Hemoglobin A1c** - Assesses blood sugar levels over the past 90 to 120 days. This test can help diagnose type 2 diabetes and prediabetes.
- Prostate Specific Antigen (PSA)** - Screens for signs of prostate cancer in men. (Included at no cost for men age 50+)
- Thyroid-Stimulating Hormone (TSH)** - Screens for signs of thyroid cancer. (Included at no cost for women age 50+)
- Blood Pressure Reading
- A personalized report available 2-3 days after your event (pending additional tests ordered) and one year of unlimited access to empower.health.

Please see your program guide for full details!

Company XYZ **EHS | EMPOWER HEALTH SERVICES**

Stay Healthy with an Annual Flu Shot

EHS is pleased to offer the influenza vaccine for the flu season!
 This vaccine includes two type-A strains and one type-B strain. Getting an annual flu vaccine is the best way to protect yourself and others during flu season. This easy step can:

- Reduce flu illnesses
- Reduce missed work
- Reduce doctor visits
- Prevent flu-related hospitalization

ELIGIBLE PARTICIPANTS	FLU VACCINE FEES
Employees on BCBS of IL PPO Plan	No cost to you, billed to BCBS of IL PPO
Employees <u>not</u> on BCBS of IL PPO Plan	No cost to you, covered by company

Participants must present their BCBS of IL PPO card at the time of service.

SIGN UP TODAY!
empower.health

Returning Participants: If you previously created an account, sign in under "Welcome Back!"
New Participants: Complete "New User" fields and enter client code: XXXXX

Once you have scheduled your appointment, please print and bring a copy of your flu requisition to bring to your event

LOCATION & DATE

Company
 Address
Friday, September 19, 2024
 1:00 pm - 4:00 pm
 Room



WHY PARTICIPATE IN A SCREENING?

Our onsite wellness screenings are:

- Convenient - Screenings take only 10-15 minutes to complete!
- Comprehensive - Includes a 37-component blood chemistry profile and personalized report.
- Confidential - Results are provided to the participant only. View sample report [HERE](#).

View full program details [HERE](#).

SIGN UP TODAY!
empower.health

Returning Participants: If you previously created an account, sign in under "Welcome Back!"
New Participants: Complete "New User" fields and enter client code: XXXXX

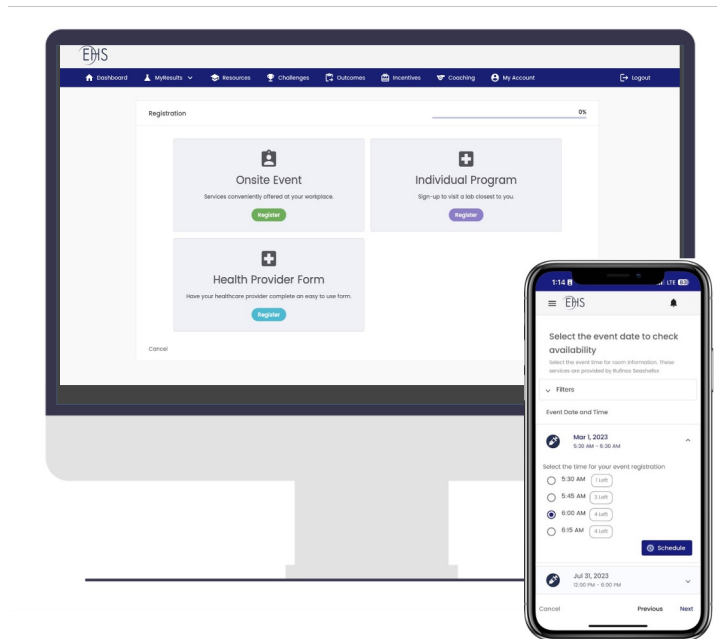
LOCATION & DATE

Location
Friday, April 11, 2025
 6:30 am - 9:30 am
 Room

NOTE: If you have recently experienced any cold, flu, or COVID-19 symptoms, please do not attend your event.

EHS | EMPOWER HEALTH SERVICES

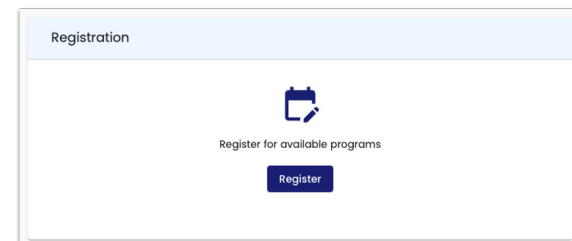
Online Registration Through Empower.Health



Participants can schedule a screening, select testing options, and learn additional details about their event through the user-friendly Empower.Health portal.

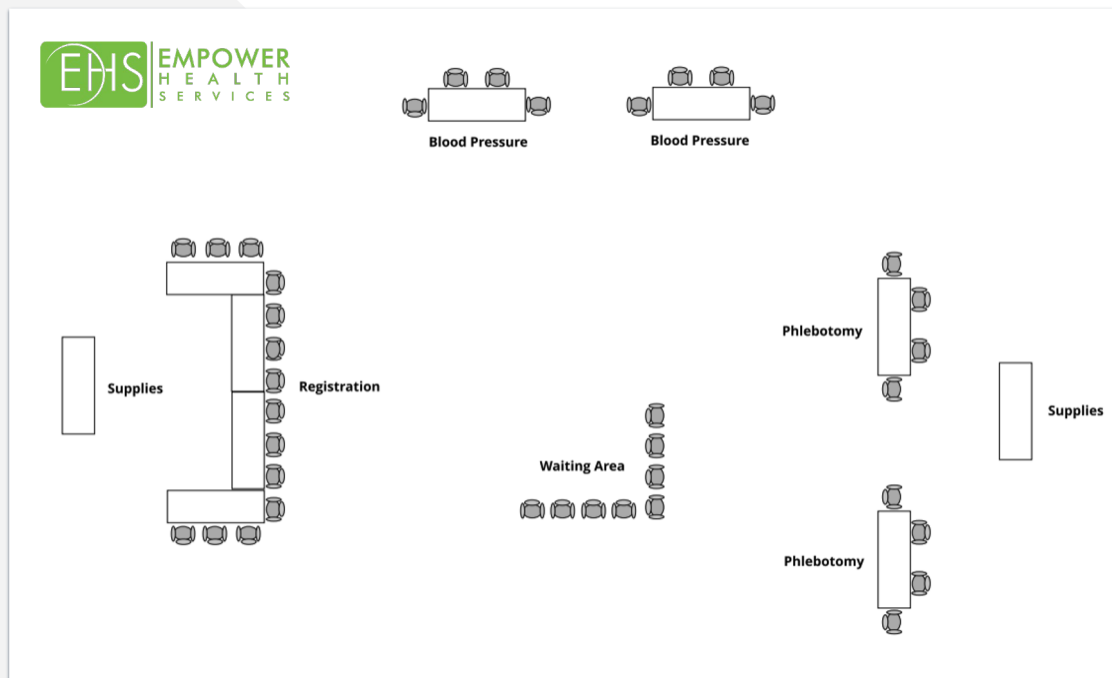
Once their account is created, a participant can click the “Register” button on the dashboard to select their appointment.

After registration, participants receive confirmation and reminder messaging.



Participants may also register via telephone by calling the EHS Customer Support Team number provided.

Onsite Room Setup



- Our setup in the room location of your choice is designed for the best customer experience
- Every onsite event is staffed by a team of licensed professionals who are employed by EHS
- Room setups include various stations to maximize privacy, flow, and efficiency: Waiting Area, Registration, Blood Pressure, and Phlebotomy

Personal Reports – Biometric Screening

Participants can download their full lab report and securely fax a copy to their primary care physician.



Your Wellness Report

Empower Health

Thoughtfully designed to help you take control of your health.

TEST NAME	RESULT	REFERENCE / UNITS
Blood Pressure - Systolic	96	70-119 mmHg
Blood Pressure - Diastolic	140	39-79 mmHg
Cholesterol	178	100-199 mg/dL
Triglycerides	129	0-149 mg/dL
LDL	98	0-99 mg/dL
Total Cholesterol / HDL Ratio	3.1	0.0-5.0 ratio
HDL	57	>39 mg/dL
Non HDL Cholesterol	121	0-129 mg/dL (calc)

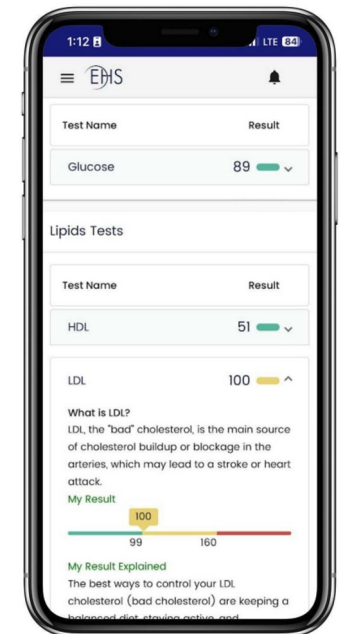
TEST NAME	07/18/2018	12/09/2020	MOST RECENT 06/25/2021	REFERENCE
Alkaline Phosphatase	57	63	64	44-121 u/L
LD (LDH)	20	18	17	100-250 u/L
AST (SGOT)	21	24	20	0-40 u/L
ALT (SGPT)	13	15	17	0-40 u/L
GGT	66	114	128	20-100 u/L
Total Iron	73	71	66	4-100 u/L
T4 (Thyroxine), Total	4.3	6.1	5.3	3.4-10.0 u/L
WBC	5.59	5.63	5.74	4.16-10.9 u/L
RBC	15.7	16.1	16.2	13.1-17.7 u/L
Hemoglobin	47.7	48	48.6	39.5-51.5 %
Hematocrit	85	85	85	79-97 %
MCV	28.1	28.6	28.2	79-97 fL
MCH	13.6	12.4	12.5	11.6-15.4 %
RDW				10.4-14.0 %
Platelets			204	150-400 u/L
Neutrophils (Absolute)			3	1.0-7.0 x10 ⁹ /L
Lymphocytes (Absolute)			1.8	0.7-3.1 x10 ⁹ /L
Monocytes (Absolute)			0.4	0.1-0.9 x10 ⁹ /L
Eosinophils (Absolute)			0.1	0.0-0.5 x10 ⁹ /L
Basophils (Absolute)			0	0.0-0.2 x10 ⁹ /L
Immature Granulocytes (Absolute)			0	0.0-0.1 x10 ⁹ /L

Tips for making the most of your doctor's visit

Even if you're in good health, the best way to monitor your wellness and prevent illness is by visiting your primary care physician at least once a year. Annual visits allow you to ask questions, discuss changes, and make a game plan for areas that need improvement.

1. Think about specific questions you would like to ask your doctor. Writing out these questions, and stating the areas that are a "must" for discussion, is a way to ensure that you touch on the topics most important to you.
2. Prepare to honestly discuss personal matters such as lifestyle habits, the state of your mental and emotional well-being, home and work environment, and any medications or supplements you are currently taking.
3. Arrive 15 minutes before your scheduled appointment to complete any required paperwork. Make sure to bring your driver's license or photo ID and your insurance card.
4. Be ready to discuss new medical information such as health changes, recent procedures, available vaccines, and screening results. If you are a new patient, be prepared to discuss medical history, allergies, surgeries, diagnoses, etc.

Screening results can be viewed on Empower.Health with any device, and include educational resources.



Individual Wellness Report

A personalized report is accessible online within 2-3 days of testing (hard copy available)

Confidential And Secure

Participants will have access to their screening results through our secure Empower.Health portal.

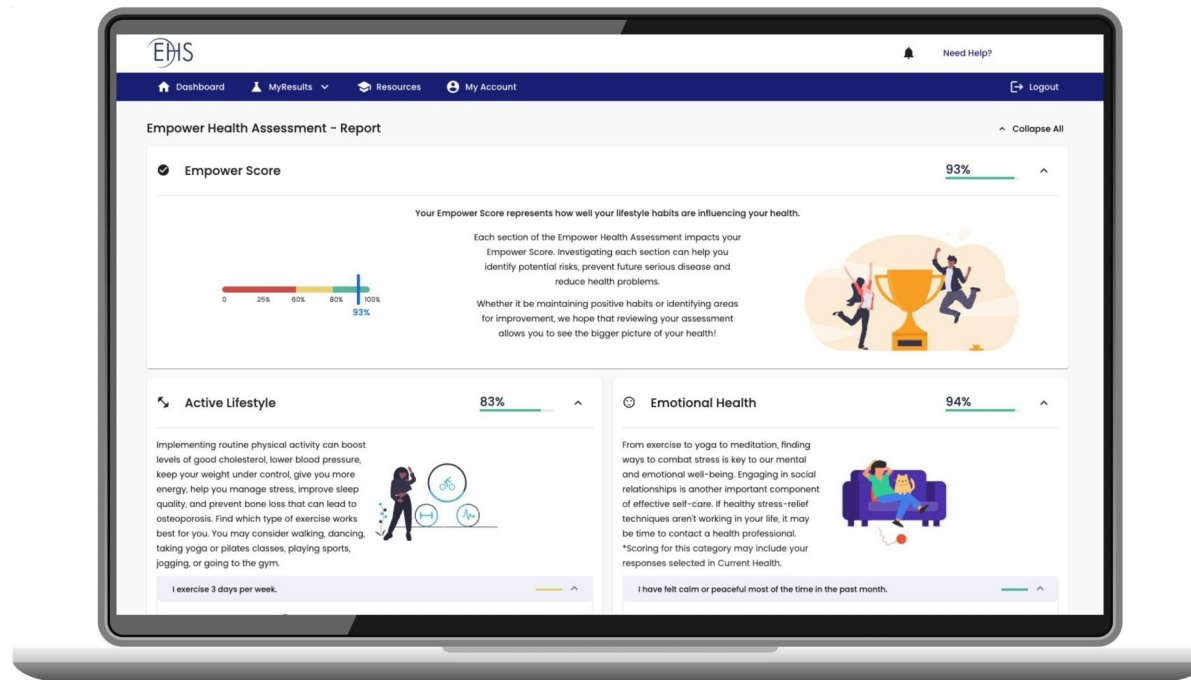
Easy-To-Understand Results

Reports include test descriptions and an in-range, out-of-range, or high-risk designator.

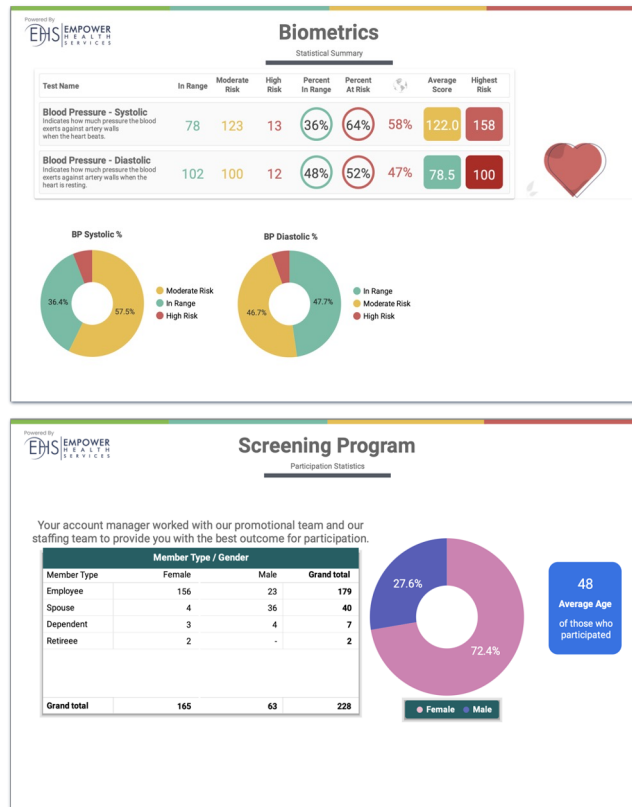
Personal Reports – Empower Health Assessment™

16

Participants who complete this online assessment will discover lifestyle strengths and areas for improvement. A full report, including educational resources, will be available on Empower.Health.



Aggregate Reports & Operations Review Presentation



Our **aggregate reporting** includes a risk profile for your overall population, as well as risk profiles for subsets of your population (specific eligibility groups, locations, etc.)

Schedule a full **operations review presentation** to thoroughly dive into aggregate reporting, discuss program goals and objectives, risk profiles, year-over-year data, participant satisfaction, and recommendations for future initiatives.

Screening Program Implementation Timeline



8 Weeks Before Program Launch: Select screening event dates, times and locations



4-6 Weeks Before Program Launch: Promotional materials developed, approved and distributed



4-6 Weeks Before Event(s): Registration begins (online or telephonic)



36-72 Hours After Event(s): Critical calls made and personal reports delivered



4-6 Weeks After Program: Aggregate Report review



4-6 Weeks After Program: Billing and data transfers

Customer Satisfaction

Book of business participant questionnaire responses

- **99.6%** were satisfied to very satisfied with the staff
- **98.0%** were satisfied to very satisfied with the program
- **97.5%** were satisfied to very satisfied with blood draw
- **72.9%** of repeat participants made a positive lifestyle change
- **Convenience** was the #1 reason for participating



Measurable Outcomes

EHS impact book of business comparison year 1 to year 2:

- 78% of participants report positive lifestyle changes because of what they learned from the program!
- 5.2% improvement in hygiene and immunization compliance
- 8% improvement in completion of recommended self-care exams
- 4.6% improvement in dietary habits
- 8.7% improvement in exercise habits
- 4.1% reduction in alcohol and tobacco consumption
- 4.4% improvement in stress reduction
- Improvement in 37 of 43 key biometric measures including:
 - Total Cholesterol, HDL Cholesterol, LDL Cholesterol, Cholesterol Ratio (2-4%)
 - Blood Pressure (7%)
 - Glucose (1-3%)
 - Kidney Function, Liver Function, Thyroid Function (2-5%)
 - Overall risk reduction of 13.9%

**What kind of IMPACT
can an Empower Health
Services program have
on your population?**



Empower Health Services

495 N. Commons Drive, Suite 100
Aurora, IL 60504



dave@empowerhealthservices.com



630.299.9349



EmpowerHealthServices.com

Empower Health Services, LLC Biometric Screening Agreement

1. This Agreement ("Agreement") is entered into as of 04/29/2025 (the "Effective Date") by and between **Empower Health Services, LLC**. ("Provider") and **Kendall County** ("Company"). By purchasing biometric screening and/or flu services specifically set forth in **Exhibit A** ("Services") from Provider, Provider and Company hereby agree to be duly bound by the terms and conditions set forth herein. This is a one-time agreement for biometric screening and/or flu shot services for one calendar year, 1/1/2025 - 12/31/2025, and may be renewed for future years by mutual consent.
2. **Provider Services.** Provider shall perform the Services for eligible persons as defined by Company (each a "Participant") at mutually agreed upon scheduled events, locations and times (collectively "Events") subject to the availability of supplies and personal protective equipment.

After the completion of each screening program, the Provider will provide the Company with one aggregate report of all screening Participants. To maintain confidentiality of all participants, an aggregate report will only be provided when the total number screened is at least 25. Individual online screening results will be available to participants between 3 and 7 business days of the screening event. Once the participant creates an online account at empowerhealthservices.info they will have access to the site and web tools for a twelve (12) month period from the date of their registration.

3. **Fees and Payment Terms.** Company will pay Provider service fees ("Fees") for the Services as set forth in **Exhibit A** of this Agreement. In addition to the Fees specified in **Exhibit A**, Company must also pay Provider any additional fees that are authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties. Upon mutual agreement and at the request from Company, Provider shall submit a claim for payment to Company's health insurance carrier for reimbursement for services provided on an individual basis. If necessary, Company agrees to assist the Provider by providing any employee ID, Insured ID and/or Plan number necessary to submit a completed claim to the insurance carrier. Company agrees to pay Provider for any and all claims that, once processed by the carrier, are subsequently denied or subjected to a co-payment, coinsurance or deductible. It remains the Company's sole responsibility to pay the Provider in the event the insurance carrier does not pay Provider in full for services rendered. Provider shall not bill participants for any denied claims, co-insurance or deductibles.
4. **Company Responsibilities.** In addition to Company's payment obligations set forth in **Exhibit A**, Company shall assist Provider with promotion of the Services to its Participants. Company shall also assist Provider in obtaining any necessary Participant consents, authorizations, or agreements with third parties, as may be required under federal or state law, in order for Provider to receive PHI when necessary or to: (i) perform its obligations herein; or (ii) to use such PHI for research, creating comparative databases, or statistical analysis.

5. **Work Environment.** Company will provide a clean and properly maintained workspace for Provider to conduct the event in a highly visible setting, sufficient in size to promote social distancing, that will enable Provider to safely provide Services to Recipients seeking such service. Company will provide furniture at its sole risk to include, but not limited to, tables and chairs. Provider will not be responsible for the proper maintenance of any property supplied by Company, including but not limited to tables, chairs and physical space provided to Provider and Recipients.
6. **Liability.** To the extent permitted by law, the parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, which arise out of the indemnifying party's negligence or willful misconduct. Provider's shall provide professional liability insurance with a maximum coverage of 1 million dollars per occurrence and 2 million dollars aggregate.
7. **HIPAA.** Each party and its respective staff shall comply with all applicable federal and state laws and regulations regarding the confidentiality of patient information, to include, without limitation, HIPAA regulations.
8. **General Terms.** Each party shall comply with all applicable laws. This Agreement is governed by and construed in accordance with the laws of the State of Illinois, except as to any applicable federal laws, without giving effect to the principles of conflicts of law thereof. The terms and conditions of this Agreement may be changed from time to time upon mutual written agreement of the parties. The relationship between Provider and Company is solely that of independent contractors. All terms and conditions are applicable to the extent permitted by law. Neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, such consent shall not be unreasonably withheld. Any provisions herein, that, by their nature, extend beyond the expiration of the Agreement shall survive and shall remain in effect until all such obligations are satisfied. These terms and conditions shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. By signing below, the parties agree to be bound by the terms of this Agreement.
9. **Non-Discrimination.** Provider, 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, and all applicable rules and regulations. Providers, 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 requirements set forth in applicable state and federal laws and regulations.
10. **Certification.** Provider certifies that Provider, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Provider further certifies by signing the Contract documents that Provider, its parent companies, subsidiaries, and affiliates

have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Provider has NOT made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

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

Kendall County
111 West Fox St
Yorkville, IL 60560

Print Name: _____

Print Title: _____

Date: _____

Signature:

Empower Health Services
495 N Commons, Suite 100
Aurora, IL 60504

Print Name: Gary M. Fine

Print Title: Chief Executive Officer

Date: 04/25/2025

Signature:



EXHIBIT A - SERVICES, FEES, AND PAYMENT TERMS

a. Invoice Details

Bill To Contact Name:	Dave Cook, Sandy Mikel davec@ipbchealth.org, smikel@ipbchealth.org
Additional Information/ Invoice Requirements:	Participant List Required with Invoice

- b. **Base Fee.** All fees for the Services provided under this Agreement shall be as set forth in this Exhibit A.

Product	Component	Rate Per Participant/ Eligibility	Billing Responsibility
Panel C Screening Package with A1c & Age/ Gender Testing Onsite and Offsite/ Individual Program Screenings	<ul style="list-style-type: none"> ● Panel C Blood Test ● Hemoglobin A1c Blood Test ● PSA Blood Test for men 50 years of age or older ● TSH Blood Test for women 50 years of age or older ● Blood Pressure Reading & Consultation ● Self Reported Height and Weight ● Body Mass Index ● Empower Profile ● Standard promotional materials, online registration, account management services, personal reports, aggregate reporting <p>Offsite Screening Deadline - 11/21/25</p>	\$135 Pricing applies for both onsite and offsite service	Billed to IPBC <ul style="list-style-type: none"> ● PPO and HMO Insured Employees, Spouses, and Retirees
Additional Test Options	A variety of additional blood testing options	BCBS	Claims billed to BCBS PPO of IL for those with PPO
		Self Pay	Self Pay for those with HMO

c. **Minimum Fees.** Company will be invoiced for a minimum of:

- 30 screening participants for each onsite screening event scheduled
- 3 screening participants for the offsite screening program

d. **Additional Fees:**

- Additional ad-hoc reporting will be billed at \$175 per hour.
- Standard data transfer to IPBC at no cost. Additional data transfers will be billed at \$175 per data transfer.
- Onsite screening fees are based on standard screening hours and efficient participant flow. Special non-standard requests, shortened screening hours or additional screening hours may incur additional cost and will be mutually agreed to in writing in advance of the program.
- Provider shall invoice Company for any services not reimbursable under the Participants' plan or other denied claims.
- Online Registration Fees - \$2.00 per registration completed per month (billed only if cancellation charges apply)

e. **Cancellation Charges.**

1. **Onsite Biometric Screening Services**

For purposes of section e.1, a Biometric Screening Service is considered scheduled when there is a written agreement between EHS and the Company representative to move forward with confirming event details including, but not limited to, locations, dates, and times.

Company will be assessed cancellation charges for any Event(s) canceled based on the following timeline. All cancellation requests will be confirmed in writing before any event is canceled, and the applicable fee will be documented within the cancellation request confirmation email.

- (i) Event cancellation of less than six (6) weeks, but greater than or equal to four (4) weeks to the first day of the scheduled Event will result in a \$250 fee as well as charges for any special ordered supplies and/or services rendered including online registration fees from date of signed order to cancellation date;
- (ii) Event cancellation of less than four (4) weeks, but greater than or equal to three (3) weeks to the first day of the scheduled Event will result in a \$350 fee as well as charges for special order supplies and/or services rendered including online registration fees or non refundable travel fees from date of signed order to cancellation date;

- (iii) Event cancellation less than three (3) weeks, but greater than or equal to two (2) weeks prior to the first day of the scheduled Event will result in a \$850 fee as well as charges for any special order supplies and/or services rendered including online registration fees or non refundable travel fees from date of signed order to cancellation date from date of signed order to cancellation date;
- (iv) Event cancellation less than two (2) weeks prior to the first day of the scheduled Event will result in a \$1500 fee as well as charges for any special order supplies and/or services rendered including online registration fees or non refundable travel fees from date of signed order to cancellation date.
- (v) Weather Related Company Cancellation: Events being threatened by an imminent weather condition may be rescheduled at no cost with notification by 3pm, CST the day before an event. An imminent weather condition is defined as a "Storm Warning" (tornado/snow/ice) or other forecasted natural disaster such as a hurricane, earthquake or forest fire as categorized by the National Weather Service - <http://www.nws.noaa.gov/>.
Loss of power or other serious facility issues resulting in the closure of a site rendering the building unsafe and closed to the public and employees the day before or day of an event will not result in a cancellation/rescheduling fee provided the notification to the provider is given a minimum of 4 business hours prior to the event. Vendor reserves the right to verify information with local regulatory agencies, utility companies and/or client locations. Events may be canceled by the Provider if the weather conditions make for unsafe travel for screening staff. Event canceled by service providers will be rescheduled at no cost to the Company.

2. Individual/Offsite Program

Company will be assessed cancellation charges for any Individual/Offsite Program and or Health Provider Form Program canceled as follows:

- (i) Program cancellation after the program has been set up and promotional/ registration materials are provided to the Company will result in a \$250 fee.
- (ii) Program cancellation after registration has started will result in a \$250 fee as well as \$10 per registration/form received by Empower Health Services from the date of a signed order to cancel.

- f. **Non-Payment.** Failure of Company to pay all fees and/or cancellation charges within sixty (60) days after the due date will constitute a material breach of this Agreement and Provider may cancel all remaining Events with notice to Company. Cancellation of Events pursuant to this section shall not relieve Company of its obligation to pay the cancellation charges and all accrued and unpaid fees and reimbursement.

- g. **Late Payment.** Payments not received within sixty (60) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equal to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.



Kendall County Agenda Briefing

Meeting Type: Committee of the Whole
Meeting Date: 5/15/2025
Subject: 2024-2025 National Pollution Discharge Elimination System Report
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Recommendation on Annual Facility Inspection Report for NPDES Permit for Stormwater Discharges from Separate Storm Sewer Systems (MS4)

Previous Board/Committee Review:

N/A

Fiscal impact:

\$1,000 Permit Application Fee; Paid from PBZ Line Item 11001902-63670

Background and Discussion:

Kendall County is required to submit certain documents annually by June 1st as required by its NPDES Permit.

The 2025 Annual Report is similar to the 2024 Annual Report, reflecting various trainings and educational events that occurred during the reporting period.

There is a One Thousand Dollar (\$1,000) submittal fee, which has been unchanged for several years.

Staff Recommendation:

Approval

Attachments:

Proposed Annual Report



Illinois Environmental Protection Agency

Bureau of Water • 1021 N. Grand Avenue E. • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Division of Water Pollution Control ANNUAL FACILITY INSPECTION REPORT

for NPDES Permit for Storm Water Discharges from Separate Storm Sewer Systems (MS4)

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Compliance Assurance Section at the above address. Complete each section of this report.

Report Period: From March, 2024 To March, 2025

Permit No. ILR40 0261

MS4 OPERATOR INFORMATION: (As it appears on the current permit)

Name: Kendall County Mailing Address 1: 807 West John Street
Mailing Address 2: _____ County: Kendall
City: Yorkville State: IL Zip: 60560-9249 Telephone: 630-553-4139
Contact Person: Matthew Asselmeier, AICP, CFM, Director Email Address: masselmeier@kendallcountyil.gov
(Person responsible for Annual Report)

Name(s) of governmental entity(ies) in which MS4 is located: (As it appears on the current permit)

Kendall County

THE FOLLOWING ITEMS MUST BE ADDRESSED.

A. Changes to best management practices (check appropriate BMP change(s) and attach information regarding change(s) to BMP and measurable goals.)

- | | | | |
|----------------------------------------------|--------------------------|-------------------------------------------|--------------------------|
| 1. Public Education and Outreach | <input type="checkbox"/> | 4. Construction Site Runoff Control | <input type="checkbox"/> |
| 2. Public Participation/Involvement | <input type="checkbox"/> | 5. Post-Construction Runoff Control | <input type="checkbox"/> |
| 3. Illicit Discharge Detection & Elimination | <input type="checkbox"/> | 6. Pollution Prevention/Good Housekeeping | <input type="checkbox"/> |

B. Attach the status of compliance with permit conditions, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, and your identified measurable goals for each of the minimum control measures.

C. Attach results of information collected and analyzed, including monitoring data, if any during the reporting period.

D. Attach a summary of the storm water activities you plan to undertake during the next reporting cycle (including an implementation schedule.)

E. Attach notice that you are relying on another government entity to satisfy some of your permit obligations (if applicable).

F. Attach a list of construction projects that your entity has paid for during the reporting period.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Owner Signature:

Matt Kellogg

Printed Name:

Date:

Kendall County Board Chairman

Title:

EMAIL COMPLETED FORM TO: epa.ms4annualinsp@illinois.gov

or Mail to: ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL
COMPLIANCE ASSURANCE SECTION #19
1021 NORTH GRAND AVENUE EAST
POST OFFICE BOX 19276
SPRINGFIELD, ILLINOIS 62794-9276

Illinois Environmental Protection Agency
ANNUAL FACILITY INSPECTION REPORT
for NPDES Permit for Storm Water Discharges from Separate Storm Sewer Systems (MS4)

Kendall County, Illinois (NPDES Permit No. ILR400261)
YEAR 4: March 2024-March 2025

Table of Contents

Part 1.	Changes to Best Management Practices	1
Part 2.	Status of Compliance with Permit Conditions	2
A.	Public Education and Outreach	2
A.1	Distributed Paper Material.....	2
A.2	Speaking Engagement	2
A.4	Community Event.....	3
A.6	Other Public Involvement	3
B.	Public Participation/Involvement.....	3
B.3	Stakeholder Meetings.....	4
B.7	Other Public Involvement	4
C.	Illicit Discharge Detection and Elimination	4
C.1	Storm Sewer Map Preparation	4
C.3	Detection/Elimination Prioritization Plan	4
C.4	Illicit Discharge Tracing Procedures	4
C.5	Illicit Source Removal Procedures.....	5
C.6	Program Evaluation and Assessment.....	5
C.7	Visual Dry Weather Screening.....	5
D.	Construction Site Runoff Control	5
D.1	Regulatory Control Program.....	5
D.2	Erosion and Sediment Control BMPs	6
D.3	Other Waste Control Program	6
D.4	Site Plan Review Procedures	7
D.6	Site Inspection/Enforcement Procedures.....	7
D.7	Other Construction Site Runoff Controls	7
E.	Post-Construction Runoff Control	7
E.3	Long Term O&M Procedures	7
E.5	Site Inspections During Construction	8
E.7	Other Post-Construction Runoff Controls.....	8
F.	Pollution Prevention/Good Housekeeping	8
F.1	Employee Training Program	8
F.4	Municipal Operation Waste Disposal.....	8
F.5	Flood Management/Assess Guidelines	9
F.6	Other Municipal Operations Controls.....	9
Part 3.	Information and Data Collection Results	10
Part 4.	Summary of Next Reporting Period Stormwater Activities	11
A.	Public Education and Outreach	12
A.1	Distributed Paper Material	12
A.2	Speaking Engagement	12
A.4	Community Event.....	12

A.6	Other Public Education.....	12
B.	Public Participation/Involvement.....	12
B.3	Stakeholder Meetings.....	12
B.7	Other Public Involvement.....	13
C.	Illicit Discharge Detection and Elimination	13
C.1	Storm Sewer Map Preparation	13
C.3	Detection/Elimination Prioritization Plan	13
C.4	Illicit Discharge Tracing Procedures	13
C.5	Illicit Source Removal Procedures.....	13
C.6	Program Evaluation and Assessment.....	13
C.7	Visual Dry Weather Screening.....	14
D.	Construction Site Runoff Control	14
D.1	Regulatory Control Program.....	14
D.2	Erosion and Sediment Control BMPs	14
D.3	Other Waste Control Program	14
D.4	Site Plan Review Procedures	14
D.6	Site Inspection/Enforcement Procedures.....	14
D.7	Other Construction Site Runoff Controls	15
E.	Post-Construction Runoff Control.....	15
E.3	Long-Term O&M Procedures	15
E.5	Site Inspections During Construction	15
E.7	Other Post-Construction Runoff Controls.....	15
F.	Pollution Prevention/Good Housekeeping	16
F.1	Employee Training Program.....	16
F.4	Municipal Operation Waste Disposal.....	16
F.5	Flood Management/Assess Guidelines	16
F.6	Other Municipal Operations Controls.....	17
Part 5.	Notice of Qualifying Local Program	18
Part 6.	Construction Projects Conducted During Year 4.....	19
APPENDIX 1	20
APPENDIX 2	21

Part 1. Changes to Best Management Practices

There are no changes to the Best Management Practices in Year 4 (March 2024-March 2025) for the six minimum control measures as described in the Notice of Intent for Kendall County dated February 16, 2021.

Note: **X** indicates BMPs performed that were proposed for Year 4 in NOI

+ indicates BMPs performed that were not originally proposed for Year 4 in NOI

A. Public Education and Outreach	
X	A.1 Distributed Paper Material
X	A.2 Speaking Engagement
	A.3 Public Service Announcement
X	A.4 Community Event
	A.5 Classroom Education Material
X	A.6 Other Public Education
B. Public Participation/Involvement	
	B.1 Public Panel
	B.2 Educational Volunteer
X	B.3 Stakeholder Meeting
	B.4 Public Hearing
	B.5 Volunteer Monitoring
	B.6 Program Coordination
X	B.7 Other Public Involvement
C. Illicit Discharge Detection and Elimination	
X	C.1 Storm Sewer Map Preparation
	C.2 Regulatory Control Program
X	C.3 Detection/Elimination Prioritization Plan
X	C.4 Illicit Discharge Tracing Procedures
X	C.5 Illicit Source Removal Procedures
X	C.6 Program Evaluation and Assessment
X	C.7 Visual Dry Weather Screening
	C.8 Pollutant Field Testing
	C.9 Public Notification
	C.10 Other Illicit Discharge Controls

D. Construction Site Runoff Control	
X	D.1 Regulatory Control Program
X	D.2 Erosion and Sediment Control BMPs
X	D.3 Other Waste Control Programs
X	D.4 Site Plan Review Procedures
	D.5 Public Information Handling Procedures
X	D.6 Site Inspection/Enforcement Procedures
X	D.7 Other Construction Site Runoff Controls
E. Post-Construction Runoff Control	
	E.1 Community Control Strategy
	E.2 Regulatory Control Program
X	E.3 Long-Term O&M Procedures
	E.4 Pre-Construction Review of BMP Designs
X	E.5 Site Inspections During Construction
	E.6 Post-Construction Inspections
X	E.7 Other Post-Construction Runoff Controls
F. Pollution Prevention/Good Housekeeping	
X	F.1 Employee Training Program
	F.2 Inspection and Maintenance Program
	F.3 Municipal Operations Storm Water Control
X	F.4 Municipal Operation Waste Disposal
X	F.5 Flood Management/Assess Guidelines
X	F.6 Other Municipal Operations Controls

Part 2. Status of Compliance with Permit Conditions

(Provide the status of compliance with permit condition, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the maximum extent practicable [MEP], and your identified measurable goals for each of the minimum control measures.)

Kendall County submitted a Notice of Intent dated February 16, 2021, which initiated a new 5-year permit cycle. The BMPs listed in the 2021 NOI were selected to meet the requirements of the NPDES Phase II program and reduce nonpoint source pollution in Kendall County.

The status of BMPs and measurable goals performed in Year 4 (March 2024-March 2025) are described below.

A. Public Education and Outreach

A.1 Distributed Paper Material

Measurable Goals: 1) Track number of people requesting to see the County's Plan on an annual basis.

In an effort to reduce paper waste and accommodate the increasing preference for electronic documents, Kendall County provides the majority of its information through its official website. The website offers access to PDF versions of the Stormwater Management Program Plan, the Notice of Intent (NOI), and Annual Reports. It also features educational materials regarding sources of stormwater pollution and strategies for minimizing pollutant runoff. Additionally, the site includes links to resources from the EPA and other reputable organizations, covering topics such as the benefits of green infrastructure and rain gardens, as well as the impacts of climate change on water resources and the Midwest region.

A.2 Speaking Engagement

Measurable Goals: Number of annual presentations

The Kendall County Soil and Water Conservation District (SWCD) delivered a webinar presentation on the Illinois Urban Manual to the Illinois Association of Wastewater Agencies during their quarterly meeting at Starved Rock on July 12, 2024. Approximately 25 individuals attended. On January 22, 2025, Alyse Olson gave a presentation on the Dust Bowl and the role of SWCDs to the Sandwich Book Club at the Sandwich Library, with six attendees present.

On March 5, 2025, the District co-hosted its annual Pond Seminar with the Grundy County SWCD. Seth Love, a Fisheries Biologist with the Illinois Department of Natural Resources (IDNR), presented on pond management and maintenance. The event had approximately 20 attendees.

On March 6, 2025, the District hosted three events in celebration of Soil Health Week. The first was a virtual children's book reading of *Erosion: How Hugh Bennett Saved*

America's Soil and Ended the Dust Bowl, which had two attendees. The second was a virtual interview with two local landowners who have converted thousands of acres of agricultural land into conservation land over the past 37 years, attended by approximately 15 individuals. The third event was an educational workshop titled *Integrating Cover Crops into Your Crop Rotation*. Participants learned about the benefits of cover crops on agricultural land and received guidance on planting and managing them. The workshop also featured insights from three local farmers who shared their experiences using cover crops. This event had 17 attendees.

On March 20, 2025, the District hosted an educational workshop titled *The Solution is in the Land: The Need for Regenerative Agriculture*. Attendees will learn how to integrate sustainability into their farming operations through whole-system farm planning and the implementation of regenerative agriculture practices.

Greg Chismark, of WBK Engineering, presented at the Kendall County Highway Commissioners meeting on *Good Housekeeping* on April 22, 2024. This effort included all six of the best management practices with Public Outreach and Good Housekeeping Training as primary objectives. Anthony Bryant presented to the Homeowners Associations on *Best Practices to Maintain Stormwater Infrastructure* on November 14, 2024.

A.4 Community Event

Measurable Goals: Increased interest and attendance in annual workshops/seminars.

The Kendall County Soil and Water Conservation District (SWCD) hosted its annual used oil drop-off recycling event on June 15, 2024, collecting 420 gallons of used oil, 70 gallons of used antifreeze, and approximately 25 used oil filters, all of which were recycled by the Illinois Recovery Group. On April 20, 2024, the SWCD partnered with Kendall County 4-H for a tree planting event at the Oswegoland Park District's Bluegrass West site, where 25 oak trees were planted with the help of approximately 30 volunteers. On May 2 and May 8, 2024, the SWCD held its annual Natural Resources Tour for 4th and 5th grade students, featuring outdoor learning stations focused on topics such as watersheds, stormwater runoff, and pollution; the event drew approximately 303 students. The County also offers cover crop seeds for home gardens year-round, available for purchase by the pound at County offices, with approximately 22 pounds sold between April 1, 2024, and the present. In addition, the SWCD administers the Partners for Conservation program, which assists landowners in implementing conservation practices; during this reporting period, three practices were installed, including one rain garden, one cover crop planting, and one grassed waterway.

A.6 Other Public Involvement

Measurable Goals: Inquiries to linked websites and annual increase in hits to website.

Kendall County tracks the number of views the County website receives annually. In Year 4, the NPDES documents received 90 page views, Groundwater information received 245 views and Stormwater received 753 views.

B. Public Participation/Involvement

B.3 Stakeholder Meetings

Measurable Goals: Hold an annual public meeting to establish a positive dialog.

The Kendall County Stormwater Management Oversight Committee held an annual public meeting on October 10, 2024, at 4:00pm in Yorkville, IL. The meeting was held to receive public input regarding stormwater management related regulations and enforcement and to discuss proposed changes to the Kendall County Stormwater Management Ordinance.

At the meeting, 8 of the 10 committee members were present. Also in attendance were Matt Asselmeier, Jim Webb, Christina Burns, Greg Chismark, and Cliff Fox.

B.7 Other Public Involvement

Measurable Goals: Inquiries to linked websites and annual increase in hits to website.

Kendall County tracks the number of views the County website receives annually. In Year 4, the NPDES documents received 90 page views, Groundwater information received 245 views, and Stormwater received 753 views.

In addition, Kendall County contributed to the EPA WaterSense partnership in 2024.

C. Illicit Discharge Detection and Elimination

C.1 Storm Sewer Map Preparation

Measurable Goals: Review storm sewer mapping annually.

In Year 4, there were no updates or changes made in the Counties GIS Stormwater Permit layer.

C.3 Detection/Elimination Prioritization Plan

Measurable Goals: Track the number of illicit dischargers discovered and track removal process.

Kendall County continues to work with the Health Department on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4.

There were no illicit discharge investigations during Year 4.

The Highway Department performs stormwater-related inspections as necessary throughout the County as they relate to road maintenance.

C.4 Illicit Discharge Tracing Procedures

Measurable Goals: Track number of illicit discharges discovered and track removal process annually.

Kendall County continues to work with the Health Department on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4.

There were no illicit discharge investigations during Year 4.

The County includes an Outfall Inspection Procedure Flow Chart in its Stormwater Management Program Plan to assist with the detection and tracing of discharges. Additionally, an Indirect Illicit Discharge Tracking Form is provided in Appendix 5.6 of the Plan for use by County personnel in documenting and addressing potential illicit discharges.

C.5 Illicit Source Removal Procedures

Track the number of illicit dischargers discovered and track removal process.

Kendall County continues to work with the Health Department on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4.

There were no illicit discharge investigations during Year 4.

The County has an 8-step protocol in place for ensuring the removal of illicit discharges. This protocol is explained under Section 3.3.D.3 of the Kendall County Stormwater Management Program Plan.

C.6 Program Evaluation and Assessment

Measurable Goals: Annual evaluation surveys.

Kendall County sent out an annual evaluation survey to all 9 townships within the County in Year 4 to get input on how they can continue to prevent stormwater pollution. Seven townships completed the survey. The survey results are included at the end of this report in Appendix 1.

C.7 Visual Dry Weather Screening

Measurable Goals: Track the number of illicit dischargers discovered and track removal process.

Kendall County continues to work on an Illicit Discharge Detection and Elimination program to identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4.

There were no illicit discharge investigations during Year 4.

The County has a Stormwater Outfall Inspection Data Form available in Appendix 5.3 of the Kendall County Stormwater Management Program Plan for use by County personnel.

D. Construction Site Runoff Control

D. 1 Regulatory Control Program

Measurable Goals: Implementation of the Kendall County Stormwater Ordinance.

In Year 4, there were no updates to the Kendall County Stormwater Ordinance. Kendall County continues to implement and comply with the Kendall County Stormwater Ordinance. There was one Variance created to the Kendall County Stormwater Management Ordinance for the property identified by parcel identification numbers #01-25-400-009, 01-36-200-022, and 01-36-200-025, located at 4845 Eldamain Road in Little Rock Township.

The Ordinance was codified and published by CivicPlus, LLC and adopted by the Kendall County Board on September 17, 2024.

Kendall County has been working with a review consultant since 2008 who continues to provide stormwater, engineering, wetland, and Soil Erosion and Sediment Control (SESC) review for proposed developments. The consultant conducted SESC inspections for O'Brien Road, Go Pro, Semper Fi-Always Faithful Properties, Arbeen Landscaping, 1520 N. Cannonball (YMCA), 7789 Route 47, 8150 Schlapp, Yorkville Watermain and Eldamain Road North Water Loop, during the past reporting period on behalf of Kendall County. The table below provides a breakdown of the projects and the number of SESC inspections completed by the consultant in Year 4.

Construction Project	Date SESC Inspections Started	Ongoing Project or Project Completed	# of Inspections Completed in Year 4
O'Brien Road	October 2023	Ongoing	4 inspections
Go Pro	May 2022	Ongoing	4 inspections
Semper Fi -Always Faithful Properties, LLC (10744 Route 47)	April 2024	Ongoing	5 inspections
Arbeen Landscaping	July 2024	Ongoing	4 inspections
1520 N Cannonball (YMCA)	August 2024	Ongoing	4 inspections
7789 Route 47	October 2024	Ongoing	3 inspections
8150 Schlapp (Sieder)	February 2024	Ongoing	2 inspections
Yorkville Water Main	March 2024	Ongoing	1 inspection
Eldamain Road North Water Loop	March 2025	Ongoing	1 inspection

D.2 Erosion and Sediment Control BMPs

Measurable Goals: Adoption of County ordinance amendments as developed.

The County outlines the Soil Erosion and Sediment Control requirements for construction sites in Article 3 of the Kendall County Stormwater Management Ordinance.

In Year 4, there were no updates to the Soil Erosion and Sediment Control requirements.

D.3 Other Waste Control Program

Measurable Goals: Adoption of County ordinance amendments as developed.

No amendments to the waste control program were developed because none were needed this year.

D.4 Site Plan Review Procedures

Measurable Goals: Adoption of ordinance amendments as developed.

All construction projects are required to have a Soil Erosion and Sediment Control Plan in place prior to construction as stated in Sec. 16-108 of the Ordinance. The SESC Plan must be prepared in accordance with the requirements of the Ordinance as well as the standards and specifications contained in the most recent Illinois Urban Manual.

No amendments to the Site Plan Review Procedures were developed because none were needed this year.

D.6 Site Inspection/Enforcement Procedures

Measurable Goals: Review enforceable procedures for construction site inspections and update as necessary.

Construction site inspections are enforced under Sec. 16-110 of the Kendall County Stormwater Management Ordinance.

If a site is not in compliance with the Ordinance, the property owner has 7 days to correct the issue. If the issue is not corrected in that time frame, a Stop-Work Order will be issued, and the permit may be revoked.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County constructions sites. The County will also continue to work with the Kendall County Soil & Water Conservation District to conduct stormwater inspections as needed.

D.7 Other Construction Site Runoff Controls

Measurable Goals: Soil Erosion and Sediment Control (SESC) inspections will be monitored and filed until final site acceptance by Kendall County.

Kendall County evaluates their Construction Site Runoff Control Program by monitoring and recording Construction Site Runoff Control compliance.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County construction sites. The County will also continue to work with the Kendall County Soil & Water Conservation District to conduct stormwater inspections as needed.

E. Post-Construction Runoff Control

E.3 Long Term O&M Procedures

Measurable Goals: Review Kendall County Stormwater Management Ordinance and update and necessary.

Kendall County continues to monitor and enforce long-term maintenance requirements of the Kendall County Stormwater Management Ordinance. No revisions were made in the past year.

E.5 Site Inspections During Construction

Measurable Goals: Implementing ordinance amendments, as necessary.

Kendall County continues to monitor and enforce soil erosion and sediment control requirements of the Kendall County Stormwater Management Ordinance under Sec. 16-110. No amendments were developed in the past year.

Kendall County will update the Kendall County Stormwater Management Ordinance to include enforcement procedures as necessary.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County constructions sites until final stabilization is achieved.

E.7 Other Post-Construction Runoff Controls

Measurable Goals: Collaborate with other MS-4's in Kendall County and stakeholders, including the Kendall County Soil and Water Conservation District, to evaluate relevant flood control techniques to determine the potential effects due climate change.

The County will continue to provide an evaluation survey to get feedback about County programs. The County has also updated to its Disaster Mitigation Plan to reflect the most recent and up to date flood control techniques during this reporting period.

F. Pollution Prevention/Good Housekeeping

F.1 Employee Training Program

Measurable Goals: Increased participation at workshops.

Kendall County provides links on the County website to EPA's websites about green infrastructure and climate change. They also have EPA information posted on the County website about NPDES and clean water. This information is available to County staff, townships, and the public. The Kendall County SWCD has developed a variety of training materials which include presentations related to erosion and sediment control, best management practices, and associated regulations. These materials can be requested from the SWCD as needed.

Kendall County's Director of Planning, Building, and Zoning and other county employees participated in several training workshops regarding floodplain management, Ordinance regulation, and NPDES methodology which were hosted by state agencies and private consultants throughout the year. Certifications are included in Appendix 2.

F.4 Municipal Operation Waste Disposal

Measurable Goals: Minimize the impact of County operations on stormwater runoff.

Kendall County continues to collect litter and track the amount of material collected. Kendall County collected 8.39 tons of garbage from within County Right-of-Way in Year 4. Kendall County continues to minimize the discharge of pollutants from vehicle washing by treating the wash water by collection in a sediment basin or using an inlet filter prior to discharge. The County continues to store building materials, building products, construction waste, trash, landscape materials, fertilizers, pesticides, herbicides, chemical storage tanks, deicing materials, detergents, and other materials to guard against exposure to precipitation and stormwater.

F.5 Flood Management/Assess Guidelines

Measurable Goals: Incorporate revised floodplain guidelines and DFIRMs by reference as necessary.

Kendall County's Director of Planning, Building, and Zoning, is a Certified Floodplain Manager. This certification will continue to help the County reach its goals listed in the Ordinance by providing the Director with the knowledge to assess and deal with the issues of flooding and its damaging effects.

Kendall County did not revise the Kendall County Stormwater Management Ordinance to incorporate more floodplain guidelines and DFIRMs by reference in Year 4.

F.6 Other Municipal Operations Controls

Measurable Goals: Evaluation of programs as necessary.

Kendall County sent out an annual evaluation survey to all 9 townships within the County in Year 4 to get input on how they can continue to prevent stormwater pollution. Seven townships completed the survey. The survey results are included at the end of this report in Appendix 1.

Part 3. Information and Data Collection Results

(Provide information and water quality sampling/monitoring data related to illicit discharge detection and elimination collected during the reporting period.)

There were no illicit discharge investigations during Year 4.

Part 4. Summary of Next Reporting Period Stormwater Activities

(Present a summary of the storm water activities you plan to undertake during the next reporting cycle, including and implementation schedule in the sections following the table.)

The table shown below summarizes the BMPs committed to for Year 5 of the NOI (March 2025-March 2026). Specific BMPs and measurable goals for Year 5 program development activities are presented in the sections following the table.

Note: **X** indicates BMPs committed to for Year 5 in NOI

A. Public Education and Outreach	
X	A.1 Distributed Paper Material
X	A.2 Speaking Engagement
	A.3 Public Service Announcement
X	A.4 Community Event
	A.5 Classroom Education Material
X	A.6 Other Public Education
B. Public Participation/Involvement	
	B.1 Public Panel
	B.2 Educational Volunteer
X	B.3 Stakeholder Meeting
	B.4 Public Hearing
	B.5 Volunteer Monitoring
	B.6 Program Coordination
X	B.7 Other Public Involvement
C. Illicit Discharge Detection and Elimination	
X	C.1 Storm Sewer Map Preparation
	C.2 Regulatory Control Program
X	C.3 Detection/Elimination Prioritization Plan
X	C.4 Illicit Discharge Tracing Procedures
X	C.5 Illicit Source Removal Procedures
X	C.6 Program Evaluation and Assessment
X	C.7 Visual Dry Weather Screening
	C.8 Pollutant Field Testing
	C.9 Public Notification
	C.10 Other Illicit Discharge Controls

D. Construction Site Runoff Control	
X	D.1 Regulatory Control Program
X	D.2 Erosion and Sediment Control BMPs
X	D.3 Other Waste Control Programs
X	D.4 Site Plan Review Procedures
	D.5 Public Information Handling Procedures
X	D.6 Site Inspection/Enforcement Procedures
X	D.7 Other Construction Site Runoff Controls
E. Post-Construction Runoff Control	
	E.1 Community Control Strategy
	E.2 Regulatory Control Program
X	E.3 Long-Term O&M Procedures
	E.4 Pre-Construction Review of BMP Designs
X	E.5 Site Inspections During Construction
	E.6 Post-Construction Inspections
X	E.7 Other Post-Construction Runoff Controls
F. Pollution Prevention/Good Housekeeping	
X	F.1 Employee Training Program
	F.2 Inspection and Maintenance Program
	F.3 Municipal Operations Storm Water Control
X	F.4 Municipal Operation Waste Disposal
X	F.5 Flood Management/Assess Guidelines
X	F.6 Other Municipal Operations Controls

A. Public Education and Outreach

A.1 Distributed Paper Material

Measurable Goals: Track number of people requesting to see the County's Plan on an annual basis.

Kendall County will maintain educational links on their website providing information on what residents can do to minimize and reduce stormwater runoff pollution, the benefits of green infrastructure and rain gardens, and the impacts of climate change. The County will add the Year 5 NPDES Annual Report and keep the new NOI posted on their website for public viewing. The County will track the number of people requesting and viewing the Stormwater Management Program Plan, the NOI, and Annual Reports in Year 5.

A.2 Speaking Engagement

Measurable Goals: Number of annual presentations.

The County will continue to work with the Kendall County Health Department and the Kendall County Soil and Water Conservation District to increase the number of presentations on BMPs.

A.4 Community Event

Measurable Goals: Increased interest and attendance in annual workshops/seminars.

Kendall County will work with the Kendall County Soil and Water Conservation (SWCD), the Forest Preserve District, and other County departments to co-sponsor workshops and seminars.

Kendall County is working on developing the Comprehensive Plan Update that will include several workshops and open houses open to the public during the next reporting year.

A.6 Other Public Education

Measurable Goals: Inquiries to linked websites on annual increase in hits to website.

Kendall County will maintain the current links on their website and track the number of views on the Kendall County NPDES webpage.

B. Public Participation/Involvement

B.3 Stakeholder Meetings

Measurable Goals: Hold an annual public meeting to establish positive dialogue.

The County is currently making an effort to establish a dialogue with local communities in the County to coordinate stormwater management efforts. Kendall County has completed the Stormwater Management Program Plan and will continue to maintain adherence to the plan. The County will hold an annual public meeting to provide input into the MS4 program and will comply with State and local public notice requirements when implementing public participation and involvement activities. The County will work to identify any environmental justice areas and include the public participation in

these issues.

B.7 Other Public Involvement

Measurable Goals: Inquiries to linked websites and annual increase in hits to website.

The County will place new links and maintain current links on their website to the websites of local watershed committees and conservation groups to further promote public education. The County will track the number of views on the NPDES website and related links.

C. Illicit Discharge Detection and Elimination

C.1 Storm Sewer Map Preparation

Measurable Goals: Review storm sewer mapping annually.

Kendall County will continue field-verifying locations of features in Year 5 and maintain mapping layer of storm sewer systems in GIS.

C.3 Detection/Elimination Prioritization Plan

Measurable Goals: Track number of illicit dischargers discovered and track removal process.

Kendall County will work with the Kendall County Health Department, the Kendall County Highway Department, and the townships to address illicit discharges and identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4.

C.4 Illicit Discharge Tracing Procedures

Measurable Goals: Track number of illicit dischargers discovered and track removal process annually.

Kendall County will address, identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. The County will perform dry and wet weather monitoring as necessary.

C.5 Illicit Source Removal Procedures

Measurable Goals: Track number of illicit dischargers discovered and track removal process.

Kendall County will address, identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. The County will issue notices to source of illicit discharge discovered under the tracing process for removal of discharge under the Kendall County Stormwater Management Ordinance with compliance dates.

C.6 Program Evaluation and Assessment

Measurable Goals: Annual evaluation surveys.

Kendall County will evaluate their Illicit Discharge Detection and Elimination Program by having participants fill out an evaluation for using a tool such as Survey Monkey TM.

C.7 Visual Dry Weather Screening

Measurable Goals: Track the number of illicit dischargers discovered and track removal process.

Kendall County will identify, trace, and remove illicit discharges and non-stormwater discharges that are significant polluters of the County's MS-4. Kendall County will do periodic visual monitoring of outfalls during dry weather to determine non-stormwater discharges and their significance.

D. Construction Site Runoff Control

D.1 Regulatory Control Program

Measurable Goals: Implementation of the Kendall County Stormwater Ordinance.

Kendall County's Stormwater Management Ordinance includes revised regulations for stormwater management, plan reviews, and long-term maintenance. The County will continue implementation and compliance with the Stormwater Ordinance.

D.2 Erosion and Sediment Control BMPs

Measurable Goals: Adoption of ordinance amendments as developed.

Although the County currently has a Soil Erosion and Sediment Control (SESC) requirement within the Kendall County Stormwater Management Ordinance, the ordinance will be updated to incorporate additional BMPs and revisions to the Illinois Urban Manual as necessary.

D.3 Other Waste Control Program

Measurable Goals: Adoption of ordinance amendments as developed.

Although the County currently has a Soil Erosion and Sediment Control (SESC) requirement within the Kendall County Stormwater Management Ordinance, the ordinance will be updated to include regulations for waste control on construction sites as necessary.

D.4 Site Plan Review Procedures

Measurable Goals: Adoption of ordinance amendments as developed.

Although the County currently has a Soil Erosion and Sediment Control (SESC) requirement within the Kendall County Stormwater Management Ordinance, the ordinance will be updated to include enforcement procedures and a site inspection checklist as necessary.

D.6 Site Inspection/Enforcement Procedures

Measurable Goals: Review enforceable procedures for construction site inspections and update as necessary.

Although the County currently has a Soil Erosion and Sediment Control (SESC) requirement within the Kendall County Stormwater Management Ordinance, the ordinance will be updated to include revised enforcement procedures and a site inspection checklist as necessary.

D.7 Other Construction Site Runoff Controls

Measurable Goals: Soil Erosion and Sediment Control (SESC) inspections will be monitored and filed until final site acceptance by Kendall County.

Kendall County will document and enforce SESC requirements in the Kendall County Stormwater Management Ordinance.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County construction sites. The County will also continue to work with the Kendall County Soil & Water Conservation District to conduct stormwater inspections.

E. Post-Construction Runoff Control

E.3 Long-Term O&M Procedures

Measurable Goals: Review Kendall County Stormwater Management Ordinance and update as necessary.

The Kendall County Stormwater Management Ordinance will include revised regulations for long-term maintenance that will be updated as necessary. The County will monitor and enforce long term maintenance requirements of the Kendall County Stormwater Management Ordinance.

E.5 Site Inspections During Construction

Measurable Goals: Implementing ordinance amendments, as necessary.

Although the County currently has a Soil Erosion and Sediment Control (SESC) requirement within the Kendall County Stormwater Management Ordinance, the ordinance will be updated to include revised enforcement procedures and a site inspection checklist, as necessary.

The County will continue working with a consultant who will conduct SESC inspections at Kendall County constructions sites until final stabilization is achieved.

E.7 Other Post-Construction Runoff Controls

Measurable Goals: The County will evaluate relevant flood control techniques to determine the potential effects due to climate change.

Kendall County will collaborate with other MS4's in Kendall County and stakeholders, including the Kendall County Soil and Water Conservation District, to evaluate relevant flood control techniques to determine the potential effects due to climate change. In

Year 5, the County will begin implementing strategies created by the collaboration effort.

F. Pollution Prevention/Good Housekeeping

F.1 Employee Training Program

Measurable Goals: Increased participation at workshops.

The Health, PBZ, SWCD, and Highway Department personnel will participate in annual training programs, as available funding and opportunities allow. Training for County Staff and contractors on methods to prevent and reduce discharge of pollutants to the maximum extent practicable will be offered, as necessary. Training materials will be available to County Staff from the EPA and the State regarding prevention and reduction of stormwater pollution from activities such as park and open space maintenance, fleet and building maintenance and de-icing practices. In addition, training materials that explain how flood management projects impact water quality, non-point source pollution control, green infrastructure controls, and aquatic habitat will be made available to employees upon request by employees.

F.4 Municipal Operation Waste Disposal

Measurable Goals: Minimize the impact of County operations on stormwater run-off.

In order to minimize the impact of County operations on stormwater run-off, the following actions will be taken:

- The Highway Department will continue to collect litter from County highways and track the amount of material collected and disposed.
- The County will minimize discharge of pollutants from County owned vehicle washing by treating the wash water by collection in a sediment basin or using an inlet filter prior to discharge.
- The County will properly store County-owned building materials, building products, construction waste, trash, landscape materials, fertilizers, pesticides, herbicides, chemical storage tanks, deicing materials, detergents, and other materials to guard against exposure to precipitation and stormwater.
- The County has procedures in place to respond to spills and leaks to prevent exposure to stormwater infrastructure on County-owned property.
- The County will perform inspections to maintain the integrity of the County owned stormwater systems.
- The County will continue to store deicing material in the permanent Kendall County Highway Department salt storage facility.

F.5 Flood Management/Assess Guidelines

Measurable Goals: Incorporate revised floodplain guidelines and DFIRMS by reference, as necessary.

Kendall County will incorporate the revised floodplain guidelines and DFIRMS from FEMA in the Kendall County Stormwater Management Ordinance to assist with flood related

issues, as necessary.

F.6 Other Municipal Operations Controls

Measurable Goals: Evaluation of program as necessary.

Kendall County will continue to evaluate their Pollution Prevention/Good Housekeeping program, as necessary.

Part 5. Notice of Qualifying Local Program

Kendall County does not rely on any other government entity to satisfy permit obligations.

Part 6. Construction Projects Conducted During Year 4

(Provide a list of construction projects your entity has paid for during the reporting period)

Construction Project	Description
O'Brien Road	Private Residence landscaping installation Section No. 19-00153-00-BR
Go Pro	General grading, and baseball practice facility and detention basin, parking lot installation. Section No. 19-00149-00-PW
Semper Fi -Always Faithful Properties, LLC (10744 Route 47)	Landscaping facility, detention basin installation, general site grades, paved parking and entry. Section No. 19-00152-00-TL
Arbeen Landscaping	Detention basin installation with storm sewer installation general grading. Section No. 19-00154-00-FP
1520 N Cannonball (YMCA)	Sports facility installation, dentation basin installation, Drainage swell installation with several storm structures. Section No. 20-00159-00-TL
7789 Route 47	Paved parking lot new building installation. Section No. 21-00163-00-TL
8150 Schlapp (Sieder)	Private residence Landscaping installation. Section No. 21-00164-00-TL
Yorkville Water Main	Water main installation with Blackberry creek crossing. Section No. 22-00169-00-TL
Eldamain Road North Water Loop	Water Main installation and Roy Creek crossing. Section No. 23-00000-00-GM

APPENDIX 1

2024 NPDES ANNUAL EVALUATION SURVEY RESPONSES

NPDES Annual Evaluation Survey Questions
Kendall County

Public Education and Outreach

1. What topics are you interested in learning more about that the County could provide information on for the public? Please rank the following list from 1 to 3 with 1 being most interested and 3 being least interested.
 - A. How to properly store and dispose of common household products such as fuel, oil, paint, etc. 1 (Seward, Oswego, Kendall, and Fox) 3 (Bristol, Lisbon, and Little Rock)
 - B. How to incorporate green infrastructure such as rain gardens, rain barrels, or permeable pavement onto my property to improve rainwater runoff. 3 (Seward and Fox) 1 (Bristol) 2 (Oswego, Lisbon, Kendall, and Little Rock)
 - C. How to compost to reduce the amount of waste my household generates. 1 (Lisbon and Little Rock) 2 (Seward, Bristol, and Fox) 3 (Oswego and Kendall)
2. Do you utilize the stormwater information listed on the County's website at <https://www.kendallcountyil.gov/departments/planning-building-zoning/npdes?>
 - A. Yes 2 (Seward and Kendall)
 - B. No 5 (Bristol, Oswego, Lisbon, Fox, and Little Rock)
3. Do you find the stormwater information listed on the County's website helpful?
 - A. Yes 2 (Seward and Kendall)
 - B. No
 - C. Do not utilize information on County Website 5 (Bristol, Oswego, Lisbon, Fox, and Little Rock)
4. Do you feel the quality of surface water (rivers, streams, lakes, ponds, etc.) is important to the people that live in your Township?
 - A. Yes 5 (Seward, Bristol, Oswego, Kendall, and Little Rock)
 - B. No 2 (Lisbon and Fox)
5. Do you feel protecting the quality of surface water (rivers, streams, lakes, ponds, etc.) is an important element of your agency's work and responsibility?
 - A. Yes 5 (Seward, Bristol, Oswego, Kendall, and Little Rock)
 - B. No 1 (Lisbon)
 - C. Kind Of 1 (Fox)

Public Participation/Involvement

1. Do you think the County offers enough volunteer opportunities for members of the community?
 - A. Yes 2 (Kendall and Fox)
 - B. No

- C. Not familiar with County volunteer opportunities 5 (Seward, Bristol, Oswego, Lisbon, and Little Rock)
2. Do you utilize the volunteer opportunities information listed on the County's website at <https://www.kendallcountyil.gov/departments/administration-services/volunteer-opportunities?>
 - A. Yes 1 (Kendall)
 - B. No 5 (Bristol, Oswego, Lisbon, Fox, and Little Rock)
 - C. No Response 1 (Seward)
 3. Do you find the volunteer opportunities information listed on the County's website helpful?
 - A. Yes 2 (Kendall and Fox)
 - B. No
 - C. Not familiar with County volunteer opportunities 4 (Bristol, Oswego, Lisbon, and Little Rock)
 - D. No Response 1 (Seward)
 4. What volunteer opportunities would you be interested in in participating in in the future? Please rank the following list from 1 to 3 with 1 being most interested and 3 being least interested.
 - A. River clean-up 1 (Bristol and Oswego) 2 (Little Rock) 3 (Lisbon, Kendall, and Fox)
 - B. Electronic recycling 1 (Lisbon, Kendall, Fox, and Little Rock) 2 (Bristol and Oswego)
 - C. Household waste (fuel, oil, paint, etc.) recycling 2 (Lisbon, Kendall, and Fox) 3 (Bristol, Oswego, and Little Rock)
 - D. No Response 1 (Seward)

Illicit Discharge Detection & Elimination

1. If an illicit discharge is identified by a Township staff member or reported to the Township office, do you work with the County to get it removed?
 - A. Yes 1*(Little Rock)
 - B. No
 - C. Have not identified illicit discharge. 6 (Bristol, Oswego, Lisbon, Kendall, Fox, and Little Rock*)
 - D. No Response 1 (Seward)
2. Do you feel the County is doing a sufficient job in identifying, tracking, and removing illicit discharges and non-stormwater discharges that are significant polluters within the County?
 - A. Yes
 - B. No

- C. There have not been illicit discharges identified within my Township.
6 (Bristol, Oswego, Lisbon, Kendall, Fox, and Little Rock)
 - D. No Response 1 (Seward)
3. What can the County do to better identify and track illicit discharges?
- A. Perform more visual inspections at outfalls throughout the County.
 - B. Once an illicit discharge is identified perform more grab samples downstream of the location. 1 (Kendall)
 - C. Both of the above. 3 (Oswego, Lisbon, and Fox)
 - D. None of the above. 1 (Bristol)
 - E. Other:
My concern now is as it was last is to keep Ausable Creek Clear. They are not doing a good job of that at Forest Preserve Area (Seward)
Don't Know (Little Rock)

Construction and Post-Construction Runoff Control

1. Do you feel that the County does an adequate job inspecting soil erosion and sediment control on construction sites within your township?
- A. Yes 5 (Bristol, Oswego, Kendall, Fox, and Little Rock)
 - B. No 2 (Seward and Lisbon)
 - C. There have not been construction projects within my Township during the past year.
2. What can the County do to better monitor soil erosion and sediment control issues on construction sites?

Make sure they have in place. (Seward)

Existing permitting process seems to be well administered. Spot checks during other inspection processes might ensure compliance. (Kendall)

Nothing (Little Rock)

N/A (Bristol, Oswego, Lisbon, and Fox)

Pollution Prevention/Good Housekeeping

1. Do you have a clear understanding of “Good Housekeeping” under the NPDES regulation?
- A. Yes 3 (Seward, Bristol, and Kendall)
 - B. No 4 (Oswego, Lisbon, Fox, and Little Rock)
2. Do you feel you have adequate resources for training of your staff members to keep them informed on stormwater pollution prevention practices?
- A. Yes 4 (Seward, Bristol, Oswego, and Kendall)
 - B. No 2 (Lisbon and Little Rock)
- Unsure 1 (Fox)
- If No, what resources would you like to have available?
- None Available (Lisbon)

Not Aware of Resource (Little Rock)

3. Was the County sponsored presentation/training that was offered in 2024 on good housekeeping useful?
 - A. Yes 2 (Seward and Bristol)
 - B. No
 - C. Did Not Attend the Training 5 (Oswego, Lisbon, Kendall, Fox, and Little Rock)
4. Is there value in repeating good housekeeping training?
 - A. Yes 4 (Seward, Oswego, Kendall, and Fox)
 - B. No 3 (Bristol, Lisbon, and Little Rock)
5. Do you feel the County is taking necessary measures to mitigate flooding throughout the County?
 - A. Yes 5 (Bristol, Oswego, Kendall, Fox, and Little Rock)
 - B. No 2 (Seward and Lisbon)

General comments or questions regarding Stormwater Management and/or NPDES requirements:

Attend training at County Highway; Probably good to repeat training because people get forgetful; Keeping creeks clear is important; Keep Ausable creek cleared is important. A lot of downed trees slows water flow (example) Forest Preserve Area. Seward Township is very flat on west side. (Seward)

Recent heavy rains have shown field residue to be an ongoing and increasing issue – with less tillage practices becoming more prevalent. Additional education and awareness of how to mitigate that would be beneficial. (Kendall)

Township: _

Seward (Scott Cryder)

Bristol

Oswego

Lisbon

Kendall

Fox (Randy Seggebruch)

Little Rock (JoAnn Gryder and Dick Wade)

APPENDIX 2

CONTINUING EDUCATION CERTIFICATES

Association of State Floodplain Managers

8301 Excelsior Drive
Madison, WI 53717

CONTINUING EDUCATION CREDIT TRANSCRIPT

CERTIFIED FLOODPLAIN MANAGER

Matthew H. Asselmeier

(630) 553-4139



DATE EARNED	EXPIRATION DATE	HOURS	TYPE	PROVIDER	VERIFIED	NOTES
12/18/2024		1.00	Virtual Learning (with learning check)	Federal Other	True	web-CRS
11/27/2024		1.00	Virtual Learning (with learning check)	Federal Other	True	web-Natural Beneficial Functions
9/25/2024		1.00	Virtual Learning (with learning check)	Federal Other	True	web-Accessory & Agricultural Structures
9/18/2024	7/31/2026	1.00	Virtual Learning (with learning check)	ASFPM	True	PIE Webinar 9.18.24 The Role of Community Foundations in Hazard Mitigation
8/28/2024		1.00	Virtual Learning (with learning check)	Federal Other	True	web-Region 5 Resolving Potential Violations
6/26/2024		1.00	Virtual Learning (with learning check)	Federal Other	True	web-FEMA Reg. 5 Higher Standards
5/29/2024	7/31/2024	1.00	Virtual Learning (with learning check)	Federal Other	True	web-FEMA Region 5
4/24/2024	7/31/2024	1.00	Virtual Learning (with learning check)	Federal Other	True	web-Substantial Damage
3/27/2024	7/31/2024	1.00	Virtual Learning (with learning check)	Federal Other	True	web-NFIP Compliance



Certificate of Appreciation

WaterSense thanks

Kendall County

for reporting how you contributed to the success of WaterSense in 2024.

Your partnership with WaterSense demonstrates your commitment
to water efficiency and your community.

We are all stronger when we work together.



Veronica Blette, Branch Chief, EPA's WaterSense Program

Certificate of Attendance

This is to certify the attendance of:

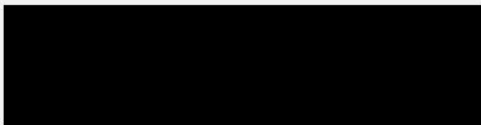
Matthew Asselmeier

At the training course:

**Planning Information Exchange // The Role of Community Foundations in
Disaster Mitigation**

9/18/2024

1 CEC for CFMs, 1 CM for AICPs



Chad Berginnis, Executive Director



Kevin Currie, Training Coordinator



Illinois Association for Floodplain and Stormwater Management

Certificate of Training

Matthew Assemeier
has satisfactorily completed training during the

2025 IAFSM Annual Conference

Conducted by
The Illinois Association for Floodplain and Stormwater Management

Location: Tinley Park, Illinois
Date: March 11th and 12th, 2025

PDH Credits: 12.5
CEC Credits: 10.5

Diane Bouckaert, PE, CFM, CPESC
Chair, Education Outreach Committee



MEMORANDUM

Date: April 22, 2024

To: Matt Asselmeier, Kendall County

CC: file

From: Greg Chismark, WBK Engineering Chad McDaniel, WBK Engineering

Subject: NPDES Good Housekeeping Training

In support of the Kendall County NPDES MS4 permit, WBK presented a Good Housekeeping Training at the Kendall County Highway Commissioners meeting. This effort touched on all six of the best management practices with Public Outreach and Good Housekeeping Training as primary objectives.

The training occurred at The Kendall County Highway Department offices (6780 Route 47, Yorkville, IL 60560). The training began a few minutes after 9:00 am and started with a presentation by Greg Chismark PE of WBK Engineering that lasted approximately 25 minutes. A comment and question session followed that lasted approximately 10 minutes. Most comments related to the importance of clean water and need for good housekeeping reminders. The presentation and follow-up discussion was generally well received by Township Roadway Commissioners.

Follow up questions were added by Kendall County staff to the annual Township NPDES survey to identify the effectiveness training.

In attendance were:

Tom Richards
Big Grove Township Highway Commissioner
202 S. East Street
Newark, IL 60541
815-378-9886 (Mobile)
tfrichards63@gmail.com

Jonathan Grote (Acting)

Bristol Township Highway Commissioner
P.O. Box 165
Bristol, IL 60512
630-553-0101 (Office)
bristoltwsp@comcast.net

Doug Westphal
Kendall Township Highway Commissioner
9925 Route 47
Yorkville, IL 60560
630-553-7133 (Office)
dwestphal@kendalltwp.com

Dick Wade
Little Rock Township Highway Commissioner
611 W. Main Street
Plano, IL 60545
630-552-3304 (Office)
littlerockhwy@aol.com

Gary Hostert
Na-Au-Say Township Highway Commissioner
1312 Wheeler Road
Plainfield, IL 60544
815-254-7708 (Office)
naausayroad@hughes.net



35W749 Bluff Drive, St. Charles, IL 60175
IAFSM@Illinoisfloods.org www.illinoisfloods.org
Phone: 630-443-8145 Fax: 630-443-8198

July 22, 2024

OFFICERS:

CHAIR

Stephen Altman, P.E., CFM

VICE CHAIR

Dallas Alley, CFM

SECRETARY

Mary Richardson, CFM

TREASURER

Sharon Østerby, CFM

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EXECUTIVE SECRETARY

Sarah Harbaugh

COMMITTEE CHAIRS:

CONFERENCE

Dallas Alley, CFM

AWARDS

Sarah Hunn, P.E., CFM

**NOMINATIONS &
ELECTIONS**

Mark Hoskins, P.E., CFM

CERTIFICATION

Greg Thorpe, CBO, CFM

**COMMUNITY RATING
SYSTEM**

Julie Lornax, P.E., CFM

EDUCATION OUTREACH

Diane Bouckaert, P.E., CFM

**FLOODPLAIN
MANAGEMENT**

Paul Osman, CFM

LEGISLATIVE

Kay Whitlock, P.E., D.WRE

NEWSLETTER

Jennifer Maercklein, P.E., CFM

**STORMWATER
MANAGEMENT**

Steve Bicking, P.E., D. WRE, CFM

WETLANDS

Tom Kehoe

MITIGATION

Ron Davis, CFM

INTER-ORGANIZATIONAL

Ajay Jain, P.E., CFM

YOUTH OUTREACH

Brian Chaille, P.E., CFM

**YOUNG PROFESSIONALS
GROUP**

Adam Blumstein, P.E., CFM

To: Matthew H. Asselmeier, MPA, AICP, CFM

Re: CFM Renewal: IL-20-00877

Dear Mr. Asselmeier:

Thank you for meeting the renewal requirements for the Certified Floodplain Manager (CFM®) program. Your certification renewal is valid for two years and will expire on 7/31/2026. Please continue to track Continuing Education Credits (CECs) to maintain your Certified Floodplain Manager standing.

The requirements to maintain your certification are as follows:

- Over the next two-year period, acquire 16 CECs.
- CECs may be uploaded via ASFPM's online portal or submitted via email on an ongoing basis to the ASFPM Executive Office to avoid the possibility of not meeting the minimum CEC requirement.
- On or before your expiration date, submit the application and the appropriate fee for renewal.

If submitting credits via email, a copy of the CEC verification form must be submitted for each course or training for which you seek credit. This form was previously sent to you but if you need copies, you may download it from ASFPM's website at www.floods.org.

The CFM Program Charter requires that if we have not received all of the required CEC verifications by the expiration date, you will be decertified. We want to do what we can to help you ensure that does not occur.

Thank you for maintaining your Illinois CFM Certification. If at any time you have questions or concerns, please contact Anita Larson, Certification Coordinator, ASFPM by email at cfm@floods.org

Sincerely,

Stephen Altman, P.E., CFM
Chair, IAFSM

Greg Thorpe, CBO, CFM
Chair, IAFSM Certification Committee

*Illinois Association for Floodplain and Stormwater Management
Association of State Floodplain Managers*

This writing certifies that

Matthew H. Asselmeier, CFM

Has successfully fulfilled all the prerequisites and requirements for being a

Certified Floodplain Manager

*In recognition thereof, this certificate is awarded, 3/10/2020
Certificate Number [REDACTED] Expires 7/31/2026*



Stephen Altman, P.E., CFM
Chair, IAFSM

Greg Thorpe, CBO, CFM
Chair, IAFSM Certification Committee



Integrating Cover Crops into Your Crop Rotation



FREE LOCAL
MEAT BUNDLE
RAFFLE!

Learn from, Jim Isermann, a local farmer and Soil Health Specialist with IL Sustainable Ag Partnership. Jim will share about cover crop selection, planting & termination methods, and tips for maximizing effectiveness. Network with fellow landowners, share experiences, and learn from local farmers who have been successful in cover crop adoption. Whether you're new to cover cropping or looking to refine your current practices, this event will provide valuable insights and practical tools to make your operation more resilient.



Date & Time

06 March 2025

5.00 PM – 6.30 PM

Location

Yorkville Public Library

902 Game Farm Road, Yorkville, IL 60560

PARTNERING WITH:
IL STEWARDSHIP ALLIANCE
FOR SOIL HEALTH WEEK!

Light food & refreshments provided!

Please register by **February 27th**



REGISTER HERE



(630) 553-5821 ext.3



<https://kendallswcd.org>

217

The Solution is in the Land: The Need for Regenerative Agriculture



FREE LOCAL
MEAT BUNDLE
RAFFLE!

Join us for an informative workshop designed to help farmers and landowners integrate sustainability through whole-system farm planning. With the growing demands on natural resources in Midwestern watersheds, the need for restorative agricultural practices that promote economic, social, and environmental stability has become increasingly critical. Ron Doetch and James Patchett, co-founders of Solutions in the Land (SITL), have spent the past 14 years developing integrated and regenerative farming systems that balance ecosystem health with economic growth. They will share case studies illustrating how to leverage funding from state, federal, and private sector programs. Come away with an understanding of how ecosystem functions, current land use practices, and economic drivers play a role in whole-system farm planning.



Date & Time

March 20, 2025

5.00 PM – 6.30 PM

Location

Yorkville Public Library

902 Game Farm Road, Yorkville, IL 60560

Light food & refreshments provided!

Please register by **March 18th**



REGISTER HERE



(630) 553-5821 ext.3



<https://kendallswcd.org>

218