



**Kendall County Board Agenda**  
**Adjourned June Meeting**  
**Kendall County Historic Courthouse**  
**110 W. Madison St, Yorkville, IL 60560**  
**Tuesday August 19, 2025, at 9:00 AM**

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
8. Public Comment
9. Consent Agenda
  - A. Approval of County Board Minutes from July 15, 2025 (p.3)
  - B. Approval of Committee Meeting Minutes (p.7)
  - C. Approval of Claims not to exceed \$1,831,814.36 from August 15, 2025
  - D. Approval for the Purchase of Public Safety Center Video Recording System Upgrade from Security Automation Systems (p.16)
  - E. Approval of Surplus declaration for two Kendall Area Transit Buses in accordance with the Surplus Property/Capital Assets Disposal Policy (p.21)
  - F. Approval of a Resolution to Amend the 2025 Kendall County Holiday Schedule (p.23)
  - G. Approval of a Resolution to Establish the 2026 Kendall County Holiday Schedule (p.29)
  - H. Approval of Phase II Contingency Reduction #4: Total of \$102,890 with revised contract amounts as follows: Lite Construction \$ 2,661,552 (\$27,027 increase), Guardian Steel \$406,516 (\$8,456 increase), CMM Group \$827,803 (\$2,739 increase), TSI Flooring \$600,479 (\$1,617 increase), Omega Plumbing \$ 313,836 (\$4,580 increase) and Aurora Wiring & Fixture \$1,108,160 (\$58,471 increase) (p.33)
  - I. Approval of an Agreement for right-of-way consulting services between Kendall County and Mathewson Right of Way Company related to 3 roadway projects on Galena Road in an amount not to exceed \$223,600 (p.40)
  - J. Approval of Main Street Campus Project Bid Recommendation with a total cost of \$1,034,462 (p.58)
  - K. Approval of a Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement (p.69)
  - L. Approval of a Resolution Authorizing Execution and Amendment of Section 5311 Public Transportation Service Grant Agreement (p.69)
  - M. Approval of Petition 25-05, a Request from the Kendall County Zoning Administrator for Text Amendments to Sections 30-98(c), 30-98(d), 30-197(b)(2), 36-155(c)(1) and 36-184(1) of the Kendall County Code Reducing the Number of Petitions, Plats, Site Plans, Final Engineering Plans, and Landscape Restoration and Planting Plans Submitted as Part of Applications for Final Plat Approval and for Final Plat Approval of Residential Planned Developments and Site Plan Approvals (p.112)
  - N. Approval of Petition 25-06, a Request from the Kendall County Zoning Administrator for Text Amendments to Sections 30-37, 30-76, 30-78, 30-98, 30-135, 36-2, 36-35, 36-36, 36-42(c), 36-112, 36-125(c), 36-154(c), 36-155(c), 36-182(2)(d), 36-183(b), and 36-184 of the Kendall County Code by Abolishing the Zoning and Platting Advisory Committee (ZPAC) as a Formal Committee of the County and Transferring the Duties of ZPAC to County Staff Members (p.116)
  - O. Approval of Petition 25-07, a Request from Brock VanAsdlen for the Voluntary Revocation of a Special Use Permit for an Agricultural Heliport Granted by Ordinance 1989-13 at 15660 O'Brien Road, Minooka, (PIN: 09-21-300-014) in Seward Township; Property is Zoned A-1 with a Special Use Permit (p.128)
  - P. Approval of Petition 25-11, a Request from Nancy Updike for the Voluntary Revocation of a Special Use Permit for a Private Landing Strip Granted by Ordinance 1981-06 at 16355 Millhurst Road, Plano, (PIN: 04-05-100-002) in Fox Township; Property is Zoned A-1 with a Special Use Permit (p.133)
  - Q. Approval of a Community Benefit Agreement Between USA Energy Independence 1, LLC and the County of Kendall, Illinois (p.139)

- R. Approval of an Agreement with Teska Associates, Inc. for Planning Services for a Period of One Year at a Cost Not to Exceed \$175 Per Hour; Related Invoices to be Paid from the Planning, Building and Zoning Department's Consultant Line Item (11001902-63630) (p.143)
- S. Approval of the purchase of a 25 Getac A140G2E tablets from public purchasing agreement between Brite and Sourcewell 020624-SYN-FEE in the amount of \$127,525.00 (p.151)
- 10. New Business
  - A. Approval of an Ordinance to Amend the Kendall County Code of Ordinances Chapter 4 –Alcoholic Liquor – Gilted Edge Winery (p.156)
- 11. Elected Officials and Department Reports
  - A. Sheriff (Report included in packet) (p.156)
  - B. County Clerk and Recorder (Report included in packet) (p.165)
  - C. Treasurer Report (Report included in packet) (p.166)
  - D. Clerk of the Court
  - E. State’s Attorney
  - F. Coroner (Report included in packet) (p.167)
  - G. Health Department
  - H. Supervisor of Assessments
  - I. Regional Office of Education
  - J. EMA (Report included in packet) (p.169)
  - K. Public Defender (Report included in packet) (p.171)
  - L. VAC
- 12. Standing Committee Reports
- 13. Special Committee Reports
- 14. Liaison Reports
- 15. Other Business
- 16. Chairman’s Report

#### Appointments

Macey Brooks – Board of Health – Remainder of Term Expires October 2026

- 17. Public Comment
- 18. Questions from the press
- 19. Executive Session
- 20. Adjournment

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

**KENDALL COUNTY BOARD  
ADJOURNED JUNE MEETING  
July 15, 2025**

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Historic Courthouse, in the City of Yorkville on Tuesday, July 15, 2025, at 9:00 a.m. The Clerk called the roll. Members present: Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Ruben Rodriguez, Brooke Shanley, and Seth Wormley. Member(s) absent: Zach Bachmann, Matt Kellogg and Jason Peterson.

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

**PLEDGE OF ALLEGIANCE**

Vice Chairman Gengler led the Pledge of Allegiance.

**INVOCATION**

Ruben Rodriguez gave the invocation.

**THE AGENDA**

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

**CONSENT AGENDA**

Member DeBolt moved to approve the consent agenda.

- A. Approval of County Board minutes from June 3, 2025 & June 17, 2025
- B. Approval of Standing Committee Minutes
- C. Approval of claims in the amount of \$1,859,669.74 from June 30, 2025 & \$1,557,288.21 from July 15, 2025
- D. Approval of a Resolution Authorizing the Execution of a Mutual Aid Agreement with the Illinois Coroners and Medical Examiners Association
- E. Authorization to purchase County Courthouse X ray machine with HI-TIP threat protection, training, shipping, installation and four years of maintenance for \$56,435.00
- F. Approval of Chicago HIDTA Finance Specialist Contract with Kendall County as the Fiduciary Agent effective July 21, 2025, through July 22, 2027, in the annual amount of \$91,770 with increases by Congress.
- G. Approval of an Intergovernmental Agreement between the Township of Oswego and the County of Kendall for the TransUnion TLOxp Program for a Period of Two Years at a Cost of \$600 Annually Paid by Kendall County to Oswego Township
- H. Approval of the Revised Vacation Policy (Section 8.2 of the Kendall County Employee Handbook)
- I. Approval of Resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes along Ridge Road between Holt Road and Black Road in Kendall County, Illinois
- J. Approval of Preliminary Engineering Services Agreement between Kendall County and HR Green for Phase 2 Engineering Services at the Galena Road – Rock Creek Road intersection in an amount not to exceed \$62,005.61
- K. Approval of increased FY25 Budget Appropriation for the County Clerk Recorders Document Storage Fund, Salaries – Deputy Clerks 132806 51040 and the County Clerk Recorder GIS Fund, Salaries – Deputy Clerk 132906 51040 in a sum total amount not to exceed \$7,000
- L. Approval of Resolution Authorizing Accounts Payable Policy

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

**C) COMBINED CLAIMS:** ADMIN \$3,256.92; ANML CNTRL \$4,526.19; ASSESS \$77.51; CIR CLK \$86,858.70; CIR CRT JDG \$8,687.38; CRT SRV \$179.18; CRNER \$965.98; CORR \$17,094.43; CNTY ADMIN \$26,972.36; CNTY BRD \$712,410.05; CNTY CLK \$225.00; HIGHWAY \$674,703.16; ELCTNS \$232.25; EMA DIR \$4,630.08; FCLT MGMT \$18,375.83; GIS \$42.32; HHS \$34,480.59; HR \$42.32; JURY \$303.21; MERIT \$209.55; PBZ PLNR \$4,968.75; PBZ \$1,381.75; PRES JDG \$91,613.97; PROB SPVSR \$473.92; PUB DEF \$436.34; SHRF \$5,722.10; ST ATTNY \$3,715.74; TECH \$18,570.53; UTIL \$23,750.46; VET \$6,178.08; FORST \$10,046.45; SHRF \$46,458.23; SHRF \$62,126.86.

**COMBINED CLAIMS:** ADMIN \$4,847.43; ASSESS \$97.77; CIR CLK \$1,905.20; CIR CRT JDG \$6,568.88; CRT SRV \$10,500.75; CRNER \$5,583.06; CORR \$48,138.50; CNTY ADMIN \$214,506.00; CNTY BRD \$61,966.42; CNTY CLK

\$13,843.37; HIGHWAY \$552,540.67; EMA \$849.67; FCLT MGMT \$27,037.95; GIS \$49,809.65; HHS \$157,982.21; JURY \$86.54; MERIT \$1,193.00; PBZ \$3,043.27; POST \$80,531.18; PRES JDG \$10,753.27; PROB SPVSR \$7,821.29; SHRF \$52,638.64; ST ATTNY \$5,034.06; TECH \$10,459.46; TRES \$12.98; UTIL \$22,719.25; VET \$3,684.75; FORST \$115,051.83; SHRF \$20,964.42; SHRF \$67,116.74.

D) A complete copy of Resolution 25-25 is available in the Office of the County Clerk.

G) A complete copy of IGAM 25-42 is available in the Office of the County Clerk.

I) A complete copy of Resolution 25-26 is available in the Office of the County Clerk.

J) A complete copy of IGAM 25-43 is available in the Office of the County Clerk.

L) A complete copy of Resolution 25-27 is available in the Office of the County Clerk.

## ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

### Sheriff

Undersheriff Richardson reviewed the monthly and 6 month reports in the packet.

### County Clerk & Recorder

County Clerk Debbie Gillette spoke about the voter registration purge.

#### Kendall County Clerk

Revenue Report		6/1/25-6/30/25	6/1/24-6/30/24	6/1/23-6/30/23
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$649.00	\$584.00	\$596.00
MARFEE	County Clerk Fees - Marriage License	\$1,800.00	\$1,650.00	\$1,920.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$30.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$10.00	\$25.00	\$30.00
CRTCOP	County Clerk Fees - Certified Copy	\$2,248.00	\$1,600.00	\$1,878.00
MISINC	County Clerk Fees - Misc	\$25.00	\$29.55	\$36.60
	County Clerk Fees - Misc Total	\$4,732.00	\$3,918.55	\$4,460.60
RECFEE	County Clerk Fees - Recording	\$23,089.00	\$21,583.00	\$21,677.00
	Total County Clerk Fees	\$27,821.00	\$25,501.55	\$26,137.60
CTYREV	County Revenue	\$94,957.75	\$38,170.75	\$60,443.25
DCSTOR	Doc Storage	\$20,750.20	\$16,710.08	\$12,665.00
GISMAP	GIS Mapping	\$42,240.00	\$39,510.00	\$40,230.00
GISRCD	GIS Recording	\$7,151.50	\$5,897.00	\$2,682.00
INTRST	Interest	\$107.84	\$90.85	\$104.87
RECMIS	Recorder's Misc	\$3,244.75	\$913.50	\$3,076.50
RHSP	RHSP/Housing Surcharge	\$23,364.00	\$21,024.00	\$10,728.00
TAXCRT	Tax Certificate Fee	\$640.00	\$560.00	\$400.00
TAXFEE	Tax Sale Fees		\$50.00	
PSTFEE	Postage Fees	\$73.15		
CK # 20023	To KC Treasurer	\$220,350.19	\$148,427.73	\$156,467.22

Death Certificate Surcharge sent from Clerk's office \$1520.00 ck # 20021

Dom Viol Fund sent from Clerk's office \$300.00 ck 20022



## **State's Attorney**

State's Attorney Eric Weis spoke about the potential parole for the Pine Village murders. Juvenile Justice Scholarships were awarded.

## **Coroner**

Coroner Jacquie Purcell reviewed the report included in the packet.

## **Regional Office of Education**

Superintendent Meghan Martin stated that they are closing out the fiscal year, IRIS will be available next year and there will be a ribbon cutting ceremony.

## **Public Defender**

Public Defender Jason Majer reviewed the report in the packet.

## **STANDING COMMITTEE REPORTS**

### **Finance and Budget**

#### **Amended FY 2024 General Fund Balance**

Member Shanley moved to approve the amended Fiscal Year 2024 General Fund Balance Reserve 7-months Transfers Out for the amount of \$5,920,810. Member Wormley seconded the motion. Vice Chairman Gengler asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

#### **Budget Amendment**

Member Flowers moved to approve the Ordinance Authorizing a Budget Amendment to the Kendall County Fiscal Year 2025 Budget. Member Rodriguez seconded the motion. Vice Chairman Gengler asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 25-11 is available in the Office of the County Clerk.

#### **State's Attorney Salary**

Member Rodriguez moved to approve the Resolution Regarding the Kendall County State's Attorney's Salary Effective July 1, 2025 in the amount of \$219,325.62. Member Koukol seconded the motion. Vice Chairman Gengler asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 25-28 is available in the Office of the County Clerk.

#### **Sheriff Salary**

Member DeBolt moved to approve the Resolution Establishing the Kendall County Sheriff's Salary Effective July 1, 2025 in the amount of \$175,460.50. Member Shanley seconded the motion. Vice Chairman Gengler asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 25-29 is available in the Office of the County Clerk.

#### **Public Defender Salary**

Member DeBolt moved to approve the Resolution Establishing the Kendall County Public Defender's Salary Effective July 1, 2025 in the amount of \$197,393.06. Member Shanley seconded the motion. Vice Chairman Gengler asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 25-30 is available in the Office of the County Clerk.

## **LIASON REPORTS**

Member Shanley stated the change of the Board of Health meeting date.  
Member DeBolt stated that the renovations for the County Office Building are on schedule.

## **CHAIRMAN'S REPORT**

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

#### Appointments

Bernie Moe – Big Slough Drainage District- Remainder of term- Expires September 2028

Erik A Gauss – Housing Authority – 5yr Term- Expires July 2030

Daren Peterson – Merit CMS – 5yr Term- Expires July 2030

Richard Whitfield – Zoning Board of Appeals – 5yr Term – Expires July 2030

#### EXECUTIVE SESSION

Member Shanley made a motion to go into Executive Session for (5) the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. Member DeBolt seconded the motion. Vice Chairman Gengler asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

#### ADJOURNMENT

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

Approved and submitted this 24th day of July 2025.

Respectfully submitted by,

Debbie Gillette

Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS**  
**ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE**  
**Meeting Minutes for Wednesday, April 16, 2024, at 5:30 p.m.**

**Call to Order:** The meeting was called to order by Committee Chair Dan Koukol at 5:30 p.m.

**Roll Call**

Attendee	Status	Arrived	Left Meeting
Dan Koukol	Here		
Scott Gengler	Absent		
Elizabeth Flowers	Here		
Brooke Shanley	Here		
Seth Wormley	Absent		

**With three (3) members present a quorum was established.**

**Staff Present:** Christina Burns, RaeAnn VanGundy, Taylor Cosgrove, and Roger Bonuchi

**Approval of Agenda** – Member Flowers made a motion to approve the agenda, second by Member Koukol. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

The recorder, Nancy Villa, pointed out a mistake on the minutes from February 19, 2025, minutes. The date should be Wednesday February 19, 2025, and not Thursday February 19, 2025.

**Approval of Minutes** – Member made a motion to approve the corrected February 19, 2025, Committee Meeting minutes, second by Member Shanley. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

**Committee Reports and Updates**

**A. Animal Control Department Update –**

Taylor Cosgrove, Director of Animal Control, directed the committee to page 6 in the packet for reports and updates. She informed the committee that a microchip report has been added. Kendall County Animal Control's pet food pantry is operational and actively serving the community. They have also received donations to support this initiative. Mulch has been installed in the dog's yard, generously provided by the City of Yorkville, with the assistance of 15 high school students who helped lay the mulch.

**B. Emergency Management Agency Update –**

Roger discussed the Illinois Search and Rescue Council. The training is primarily conducted by three experienced long-term members. They provide instruction on search and rescue techniques, field operations, search management, lost person behavior, and basic navigation skills using compass and GPS. A total of 25 participants attended a ground search and rescue training camp, which functions as an intensive introductory program for search and rescue. The first day consists of classroom presentations, while the second day involves outdoor training activities, including night search exercises. Roger mentioned that we are approaching festival season, and the command post has already been requested to attend several festivals. Currently, KCEMA has 22 active volunteers. Although the department recently lost a few volunteers, we remain strong with a team of 22. Committee members discussed the funding sources for KCEMA during the year. Roger explained that some funds are received through Nuclear safety programs, while others come from IEMA. The committee also discussed whether KCEMA provides assistance during emergencies in businesses. Roger clarified that KCEMA only offers assistance when specifically requested by fire departments.

### **C. Revolving Loan Status Update –**

Christina informed the committee that there are currently five outstanding loans. The Law Office Corporation and Grace Holistic Center for Education are both current with their payments. There is no update available regarding the Minooka Water Project. Lucky's Beef N Dogs and Camp Muttys Paws are both behind on their payments. Lucky's Beef N Dogs last made a payment on December 31, 2024. They are currently on payment number 59, whereas they should be on payment number 83. Their outstanding balance is \$5,625. Staff have sent certified letters to both parties, all of which have been returned. Camp Muttys Paws last made a payment in September 2024. They are currently on payment number 28, whereas they should be on payment number 38. In the fall of 2024, they requested a loan modification, which was approved by the committee with the condition of making a payment to proceed. However, this payment has not yet been received.

### **D. Economic Development Update –**

Christina reviewed the economic development monthly report included in the packet on page 21.

- Staff continues to collaborate with the KEDA Summer Internship Program.
- A Spring KEDA Factory Tour at Tangent Technologies is scheduled for April 25.
- The Kendall County Career Resource Fair will take place on May 7 at the Fox Valley YMCA.
- Staff also assisted with GCEP's brochures about the Chicago region for the SelectChi event.
- Staff met with Nicor regarding the 2026 Made in Kendall sponsorship.
- Staff attended the KEDA Quarterly meeting held at Joliet City Hall.

### **New Committee Business**

#### **A. Health Department Update**

Member Koukol invited the Executive Director of Kendall County Health Department, RaeAnn VanGundy, to present to the committee regarding the various resources available through the Department. She shared that the Health Department is comprised of four distinct units: Community Health, Mental Health, Environmental Health, and Community Action. The Department offers support to the community on a range of issues, with staff serving as a valuable resource for different services. Committee members commended her for the work and support provided to the community.

### **Old Committee Business – None**

### **Chairman's Report –None**

### **Public Comment - None**

**Executive Session** - for the purpose of the review of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, 5ILCS 120-2/21.

With three (3) members present voting, the motion was carried 3-0.

Dan Koukol	<b>Yes</b>
Scott Gengler	<b>Absent</b>
Elizabeth Flowers	<b>Yes</b>
Brooke Shanley	<b>Yes</b>
Seth Wormley	<b>Absent</b>

The consensus from the Committee was to retain all past Executive Session minutes from Economic Development & Administration, Animal Control and Law Justice and Legislation and release April 16, 2025, Executive Session Review minutes.

Open session reconvened at 6:03 pm.

**Action Items for Committee of the Whole:** None

**Action Items for County Board:** None

**Adjournment** – Member Flowers made a motion to adjourn, second by Member Shanley. **With three (3) members present voting aye; the meeting was adjourned at 6:04 PM.**

Respectfully submitted,  
Nancy Villa  
Executive Administrative Assistant

**COUNTY OF KENDALL, ILLINOIS**  
**HUMAN RESOURCES AND INSURANCE COMMITTEE**  
**Meeting Minutes for Monday, June 6th at 5:30 p.m.**

---

**Call to Order**

The meeting was called to order by Committee Chair Ruben Rodriguez at 5:30 p.m.

**Roll Call**

Attendee	Status	Arrived	Left Meeting
Ruben Rodriguez	Here	5:15 PM	
Jason Peterson	Here	5:30 PM	
Elizabeth Flowers	Here	5:25 PM	
Zach Bachmann	Here	5:30 PM	
Matt Kellogg	Absent		

**Others Present:** Dane Mall of Alliant Insurance Services, Inc., Director of Human Resources Leslie Johnson, Payroll Specialist Payton Karlovich

**Approval of Agenda** – Member Elizabeth Flowers made a motion to approve the agenda, second by Member Jason Peterson. Chairman Rodriguez asked for a voice vote on the motion. **With all present members voting aye, motion carried.**

**Approval of Minutes for the May 5, 2025 Human Resources & Insurance Committee Meeting** – Member Jason Peterson made a motion to approve the agenda, second by Member Elizabeth Flowers. Chairman Rodriguez asked for a voice vote on the motion. **With all present members voting aye, the motion carried.**

**Committee Reports and Updates –**

**A. Monthly Benefits Report**

Director of Human Resources, Leslie Johnson provided the Monthly Benefits Report. Director Johnson informed the committee that IPBC is expecting larger than usual increases to our premiums for next year due, in part, to the cost of GLP-1s.

**B. Monthly Human Resources Department Report**

Director of Human Resources Leslie Johnson provided the monthly Human Resources Department Report. Director Johnson reported that Dane Mall from Alliant will be providing an Accident Incident Training on June 17<sup>th</sup> in the Jury Assembly room. Director Johnson also provided that the internship program is off to a great start. So far, the County's interns have toured Animal Control, and they met with guest speakers Chairman Matthew Kellog and County Administrator Christina Burns to learn more about County government and administration. The Human Resources Department is conducting a salary survey requested by the Sheriff's Office and a salary survey requested by Assessments. Recruitment for the Human Resources Generalist vacancy is still ongoing.

## **New Committee Business**

### **A. Kendall County Mid-Year Stewardship Report presented by Dane Mall of Alliant Insurance Services, Inc.**

Dane Mall of Alliant Insurance Services, Inc. provided the Committee with Kendall County's Mid-Year Stewardship Report. During his presentation, Dane Mall discussed how the marketplace is stabilizing even with the catastrophic events in 2024 and rates are still stable. Dane Mall discussed recent trends in property insurance coverage and how Illinois had the most tornadoes on record last year. Dane Mall explained this could lead to future limitations in coverage but, hopefully, Kendall County will not see this occur with ICRMT. Dane Mall explained the importance of having regularly property appraisals and informed the Committee that Kendall County completed its most recent appraisal last year. Dane Mall then discussed a nationwide trend in the increase of police pursuit cases and how such claims continue to impact the insurance marketplace. Dane Mall also discussed how geo-political concerns like tariffs can also impact the insurance marketplace. Dane Mall then provided the Committee with an overview of Kendall County's recent claims history.

### **B. Revised Kendall County Employment Application**

Director of Human Resources Leslie Johnson stated the only change to the Kendall County Employment Application was to request email addresses for professional references. This proposed change was made at the request of the Health Department.

Member Elizabeth Flowers made a motion to forward to the June 17<sup>th</sup>, 2025, County Board meeting for approval, second by member Zach Bachmann. **Chairman Rodriguez asked for a voice vote on the motion. All members present voting aye. Motion carried.**

### **C. New Kendall County Credit Card Policy (Section 8.2 of the Kendall County Employee Handbook) Effective July 1, 2025**

Director of Human Resources Leslie Johnson explained this proposed policy incorporates the Credit Card Policy and Procedures recently approved by the County Board into the Kendall County Employee Handbook.

Member Elizabeth Flowers made a motion to forward to the June 17<sup>th</sup>, 2024, County Board meeting for approval, second by member Zach Bachmann. **Chairman Rodriguez asked for a voice vote on the motion. All members present voting aye. Motion carried.**

## **Old Committee Business –**

### **A. Revised Vacation Policy Effective July 1, 2025 (Section 8.2 of the Kendall County Employee Handbook)**

Director of Human Resources Leslie Johnson provided the Committee with an update on the status of the proposed revisions to Kendall County's Vacation Policy. Director Johnson explained the proposed policy change was discussed at a recent senior staff meeting, and none of the department heads expressed any concerns with the proposed policy revisions. Director Johnson and County Administrator Burns will review the proposed policy revisions with the elected officials at the All-Department meeting to be held on June 4, 2025. Director Johnson will provide the Committee with another update after the All-Department meeting.

**Chairman's Report –**

None

**Public Comment -**

None

**Executive Session –**

None

**Items for the Committee of the Whole Meeting –**

No Items

**Action Items for County Board-**

**1. Under Consent Agenda**

- a. Revised Kendall County Employment Application
- b. New Kendall County Credit Card Policy (Section 8.2 of the Kendall County Employee Handbook) Effective July 1, 2025.

**2. Items for Committee Business**

None

**Adjournment** – Member Elizabeth Flowers made a motion to adjourn, second by Member Jason Peterson. **With all members present in agreement; the meeting was adjourned at 6:15 PM.**

Respectfully submitted,  
Payton Karlovich  
Payroll Specialist



**COUNTY OF KENDALL, ILLINOIS**  
**HUMAN RESOURCES AND INSURANCE COMMITTEE**  
**Meeting Minutes for Monday, July 7, 2025 at 5:30 p.m.**

---

**Call to Order**

The meeting was called to order by Committee Chair Ruben Rodriguez at 5:30 p.m.

**Roll Call**

Attendee	Status	Arrived	Left Meeting
Ruben Rodriguez	Here	5:15 PM	6:35 PM
Jason Peterson	Here	5:25 PM	6:35 PM
Elizabeth Flowers	Here	5:30 PM	6:35 PM
Zach Bachmann	Here	5:31 PM	6:35 PM
Matt Kellogg	Here	5:15 PM	6:35 PM

**Others Present:** County Administrator Christina Burns, Human Resources Director Leslie Johnson, Chief Deputy Treasurer Bob Jones and Human Resources Generalist Brenda Benz

**Approval of Agenda:** Member Flowers made a motion to approve the agenda, second by Member Bachmann. **With all present members voting aye, motion carried.**

**Approval of Minutes for the June 2, 2025, Human Resources & Insurance Committee Meeting:** Member Peterson made a motion to approve the minutes, second by Member Bachmann. Chairman Rodriguez asked for a voice vote on the motion. **With all present members voting aye, the motion carried.**

**Committee Reports and Updates –**

**A. Monthly Benefits Report**

Chief Deputy Treasurer Bob Jones provided the Monthly Benefits Report. Bob Jones informed the committee of a summary of our current medical plan enrollment. Mr. Jones informed the Committee members that only a handful of employees switch plans during open enrollment. According to Mr. Jones, the County's High Deductible Health Plan is the most popular medical insurance plan. In response to a question received from the Committee, Mr. Jones confirmed that the 62% expense balance is typical for the middle of the plan year as costs are prorated. Also, according to Mr. Jones, the HSA funds distributed to new hires who elect the High Deductible Health Plan are prorated based upon the month the new hire enrolls in the plan. Mr. Jones also informed the Committee that he continues to receive questions/issues from plan participants about once a week or once every two weeks. According to Mr. Jones, most of the issues he deals with are claims issues with prescriptions. Mr. Jones confirmed that IPBC has been very good at helping deal with the claim issues as they arise. IPBC has been assisting members with the appeal process if the participant is denied coverage.

## **B. Monthly Human Resources Department Report**

Human Resources Director Leslie Johnson provided the monthly Human Resources Department Report. Director Johnson reported that Dane Mall from Alliant provided training to supervisors on June 17<sup>th</sup> regarding what to do in the event of a workplace accident or injury. Also, the Human Resources Department issued the County's RFP for insurance brokerage and consulting services. Responses to the RFP are due by July 25, 2025. The Committee will review the RFP Responses at the August meeting. Director Johnson also provided the Committee with an update regarding the summer internship program. The Employee Summer Olympics has begun. Thank you to Member Rodriguez for starring in the opening ceremonies video for the Employee Summer Olympics. Director Johnson informed the Committee that the County's summer employee appreciation luncheon is scheduled for Friday, August 1, 2025, from 11:30 a.m. to 1:30 p.m. in the Kendall County Courthouse parking lot.

## **New Committee Business**

### **A. Health Insurance Plan Design Review for 2026 Plan Year**

Human Resources Director Leslie Johnson provided the Committee with a presentation regarding options for health insurance plan designs for the 2026 plan year. Director Johnson informed the Committee that any proposed plan design changes that require underwriting must be submitted to IPBC by July 31, 2025.

The Board asked Director Johnson and County Administrator Burns to communicate with elected officials about the health care options and the options presented to the Committee for the 2026 plan year. Director Johnson and County Administrator Burns confirmed they would include this topic at the next quarterly all department meeting.

Member Bachmann made a motion to adopt GLP-1 option #3 (implement Encircle Rx program for all plan participants requesting GLP-1 coverage for weight loss) and to keep plan designs status quo for 2026 plan year. The motion was second by Member Peterson. Chairman Rodriguez asked for a roll call vote on the motion: **All members of the Committee voted aye except for Member Flowers who voted nay.**

## **Old Committee Business** –

### **A. Revised Vacation Policy (Section 8.2 of the Kendall County Employee Handbook)**

Director Johnson provided the Committee with an update on the status of the proposed revisions to Kendall County's Vacation Policy. Director Johnson explained the proposed policy change was discussed at a recent senior staff meeting, and none of the department heads expressed any concerns with the proposed policy revisions. Director Johnson and County Administrator Burns also reviewed the proposed policy revisions with the elected officials at the most recent all department meeting held on June 4, 2025, and none of the attendees expressed any concerns with the proposed policy revisions.

Member Flowers made a motion to forward the Revised Vacation Policy to the July 15, 2025, Kendall County Board meeting, second by Member Bachmann. Chairman Rodriguez asked for a voice vote on the motion. **With all present members voting aye, the motion carried.**

**Chairman's Report** – None

**Public Comment** – None

**Executive Session** – None

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

**Action Items for County Board-**

1. Revised Vacation Policy (Section 8.2 of the Kendall County Employee Handbook) – to be placed on consent agenda.

**Adjournment** – Member Flowers made a motion to adjourn, second by Member Peterson. **With all present members voting aye, motion carried. The meeting was adjourned at 6:34 p.m.**

Respectfully submitted,  
Brenda Benz  
Human Resources Generalist



## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting

**Meeting Date:** 8/19/2025

**Subject:** Approval for the Purchase of Public Safety Center Video Recording System Upgrade from Security Automation Systems

**Prepared by:** Dan G. Polvere

**Department:** Facilities Management

---

**Action Requested:**

Review and Approve.

**Board/Committee Review:**

Facilities Management/IT

**Fiscal impact:**

\$93,765 from Public Safety Capital Fund – 1404. This is an unbudgeted expenditure that will come from available fund balance.

---

**Background and Discussion:**

The Public Safety Center (PSC) currently has two 60-terabyte recording servers which were originally purchased in 2017 that need to be replaced by Security Automation Systems. This procurement is unbudgeted and was originally slated to be part of the FY 2026 Capital Project requests. However, we've been experiencing numerous problems with the servers over the last six months that have caused operational/re-boot issues and a 15-20% reduction in recorded video capacity for the approximately 150 interior and exterior PSC cameras. Both units are antiquated, not fully compatible with new cameras, not upgradable, and beyond their useful life. At this time, no additional cameras can be added to the system.

Scope of Work

Based on the most recent information available, PSC Server #1 has 109 days of recorded video capacity and PSC Server #2 has 90 days of recorded video capacity. The Sheriff's Office has requested that the capacity for recorded video at the PSC be increased to (2) years so that potential evidence regarding inmate issues or workman's compensation claims is available longer and consistent with their body-cam recorded video capacity of (2) years. Using this information as a base, then calculating for (2) years of recorded video, plus an approximate 10% extra, SAS has calculated the need for two new servers with the following storage: New Servers #1 & #2 (PSC): 500TB (418TB usable configured RAID6) (Qty. 25 – 20TB drives). The existing Exacq software licenses that operate the video surveillance systems are valid through 6/14/26. SAS will transfer

the Exacq licenses from the existing recorders to the new recorders. This project will require updates to the existing control stations for camera call-up, which have been included in SAS's proposal.

Cost

\$89,300 for Materials, Labor, Shipping and Warranty plus a 5% Contingency = \$93,765

Vendor

Security Automation Systems is the current access control and video surveillance system provider and service contract holder for the Kendall County Courthouse and Jail. Because their system is proprietary and the recording servers are integral, this will be a no-bid procurement. However, we have reviewed the attached proposal, specifications and itemized material/labor with the IT department to ensure that pricing is consistent with industry standards.

**Staff Recommendation:**

Review and Approve.

**Attachments:**

Security Automation Systems PSC – Upgrade Video Recording Servers Proposal 25239-3



Security Automation Systems, Inc.  
8739 Castle Park Drive  
Indianapolis, IN 46256  
Phone/Fax: 317-489-9621  
Toll Free: 877-SAS-FORYOU  
www.securityautomationsystems.com

Attention: Dan Polvere  
Kendall County

Date: 6/30/25  
PROPOSAL #: 25239-3

Address:  
City/State:  
Email: dpolvere@kendallcountyil.gov

Kendall Co. Public Safety Center – Video recording system upgrade
---

Dan:

We have included pricing to upgrade the video recording system for the Kendall County Public Safety Center.

There are currently a total of two recording servers. These recorders were originally purchased in 2017. The two PSC recorders are installed with 60TB each. The existing exacq licenses are valid through 6/14/26.

Based on the most recent information provided, this is what was indicated.

PSC DVR1; 109 days of recorded video  
PSC DVR2; 90 days of recorded video

Using this information as a base, then calculating for 2 years of recorded video, plus an approximate 10% extra, we have calculated the need for two new servers with the following storage.

New Servers #1 & #2 (PSC): 500TB (418TB usable configured RAID6) (Qty. 25 – 20TB drives).

We will transfer the existing exacq licenses from the existing recorders to the new recorders. The existing recorders will no longer be able to connect to live cameras or record video after the license transfer. Existing recordings will be able to be accessed. The recorders will not be able to connect to the internet.

We have included two new video recording servers with the specifications listed below.

This upgrade will require updates to the existing control stations for camera call-up, which have been included in this proposal.

Server Specifications

2U Rackmount 28LFF
2x Intel 4410Y 2GHz 12-core Processor
Windows Server IoT 2019 (or 2022) Standard + 8-cores
64GB (2x16GB) RDIMM 5600MT/s
PERC H755 8GB Cache Adapter
2x 480GB M.2 SSDs (RAID 1)
Up to (28) Enterprise 7.2k SAS HDD
(2) 1GB Base-T
(4) 10/25GB SFP28
(4) 1GB Base-T PCIe LP Adapter
(1) PCIe x16 LP
(2) 1400W Power Supply
5 Year ProSupport NBD Onsite with KYHD
iDRAC9 Enterprise

We have included the material and labor listed below.

**INCLUDED**Material

1. (2) exacqVision server license transfer to a new MAC address; \$300.00
2. (2) IronLink R228 Dual 4410Y 500TB STD; \$79,940.00
3. (2) IRONLINK 32GB DDR5 RDIMM 5600MT/S MEMORY; \$610.00
4. (1 Lot) Freight, Warranty; \$1,050.00

Material Price = \$81,900.00

Labor

1. Recorder configuration; \$1,450.00
2. Control station updates for camera call-up; \$2,200.00
3. Recorder installation/testing; \$2,250.00
4. Travel Expense; \$1,500.00

Labor Price = \$7,400.00

**EXCLUDED**

1. Payment and performance bond
2. Allowances or contingencies
3. State Sales Tax
4. Shift work or overtime

Price: **\$89,300.00\***

\*Note: Pricing does not include any potential tariff costs. If tariffs are implemented prior to the shipment of material and result in significant cost increases, these costs shall be invoiced separately and in addition to the quoted price.

Accepted by \_\_\_\_\_  
Customer

By   
Ryan Tomlinson - SAS

Date \_\_\_\_\_

Date June 30, 2025

**Limited Exclusive Warranty**

SAS warrants its Work to be free from defects for a period of one year. Warranty coverage does not include the repair of damage caused by the following; 1) use of the system/equipment other than for which it was designed; 2) acts of God; 3) vandalism, neglect or misuse of the equipment; 4) failure of Customer or its designee(s) to provide continuous environmental conditions for which installed equipment is rated; 5) repair or alterations of the system/equipment by a third party that is not approved by SAS. **THIS LIMITED EXCLUSIVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

Terms are Net 30 days. SAS works under the terms of a purchase order. No applicable taxes or bonding has been included in our price. Customer shall be required to provide sales tax exemption certificate upon receipt of order. Shipping and handling is included.

We will proceed with the work included in this proposal once we receive a Purchase Order referencing the quote number and amount, or a signed copy of this proposal. The price is valid for 30 days. If you have any questions, please feel free to call.



Ryan Tomlinson

E-mail: [rtomlinson@Jail.systems](mailto:rtomlinson@Jail.systems)

Phone: 317-489-9621 x801





## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting

**Meeting Date:** 8/19/2025

**Subject:** Surplus declaration for (2) Kendall Area Transit Buses in accordance with the Surplus Property/Capital Assets Disposal Policy

**Prepared by:** Dan G. Polvere

**Department:** Facilities Management

---

**Action Requested:**

Review and Approve.

**Board/Committee Review:**

Facilities Management/IT

**Fiscal impact:**

N/A

---

**Background and Discussion:**

The County Board approved Resolution 2024-19 adopting the Surplus Property/Capital Assets Disposal Policy. This policy states that the County may dispose of surplus property and capital assets that are in excess, obsolete, or unusable. Surplus property has an original purchase price of less than \$5,000. Capital assets have an individual cost of more than \$5,000 and an estimate useful life greater than two years.

At its February 18, 2025, meeting, the County Board approved the following items with Surplus declarations:

- 1) A 1995 250 KW Generac Generator from the County Office Building
- 2) Old Public Safety Center UPS
- 3) A 2003 Chevy 3500 Express Van from the Facilities Management Department
- 4) A 2007 Dodge Grand Caravan Van from the Animal Control Department.

There are currently (2) additional vehicles we are requesting declared surplus:

- 2009 Ford E350 Super Duty Bus from Kendall Area Transit
- 2016 Ford E450 Super Duty Bus from Kendall Area Transit

Subject: Surplus declaration for County Office Building Generator, Animal Control Van and (2) Kendall Area Transit Buses in accordance with the Surplus Property/Capital Assets Disposal Policy

Page: 2

Pursuant to the policy, surplus property and capital assets will be disposed of in an efficient manner which will ensure the County obtains fair value, if any, for such surplus property and assets.

- The 2003 Chevy 3500 Express Van from the Facilities Management Department was auctioned off at the Grundy Area Machinery Auction held in March and netted \$2,430.
- The 1995 250 KW Generac Generator from the County Office Building, 2007 Dodge Grand Caravan Van from the Animal Control Department, and the (2) Ford Busses from Kendall Area Transit are scheduled to be auctioned off at the Grundy Area Machinery Auction on August 2, 2025.
- The old Public Safety Center UPS will be stripped of any valuable parts (copper wire, battery cores, fuses, circuit boards/breakers, metal enclosures, etc.) and either auctioned off or sold as scrap.

**Staff Recommendation:**

Review and Approve.



## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting  
**Meeting Date:** 8/19/2025  
**Subject:** Resolution to Amend the 2025 Kendall County Holiday Schedule  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

---

### **Action Requested:**

To approve the Resolution to Amend the 2025 Kendall County Holiday Schedule.

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

On 8/4/2025, the Human Resources & Insurance Committee voted to forward this Resolution to the County Board for approval.

### **Fiscal impact:**

None

---

### **Background and Discussion:**

Section 7.3 of the Kendall County Employee Handbook states, "Designated holidays are established annually by the Kendall County Board for non-court related departments/offices and by the Chief Judge for court-related departments/offices. Traditionally, the County Board adopts a holiday schedule that mirrors the declared judicial holidays for Kendall County Circuit Court. On May 21, 2024, the County Board adopted the 2025 Kendall County Holiday Schedule, which mirrored the declared judicial holidays for 2025. On July 1, 2025, the Chief Judge entered two amended orders that revise the 2025 holiday schedule for court-related departments/offices. The amended orders add a half day Christmas Eve holiday for Kendall County Circuit Court. The attached Resolution seeks to amend the County's 2025 Holiday Schedule to mirror the amended judicial holiday schedule for 2025.

### **Staff Recommendation:**

To approve the Resolution to Amend the 2025 Kendall County Holiday Schedule.

### **Attachments:**

1. Resolution to Amend the 2025 Kendall County Holiday Schedule

# COUNTY OF KENDALL, ILLINOIS

## Resolution 25-\_\_\_\_

### RESOLUTION TO AMEND THE 2025 KENDALL COUNTY HOLIDAY SCHEDULE

**WHEREAS**, Section 7.3 of the Kendall County Employee Handbook states, “Designated holidays are established annually by the Kendall County Board for non-court related departments/offices and by the Chief Judge for court-related departments/offices”; and

**WHEREAS**, on May 21, 2024, the Kendall County Board adopted the 2025 Kendall County Holiday Schedule; and

**WHEREAS**, traditionally, the Kendall County Board adopts a holiday schedule that mirrors the declared judicial holidays for Kendall County Circuit Court; and

**WHEREAS**, on July 1, 2025, the Twenty Third Judicial Circuit’s Chief Judge entered the two amended orders attached hereto as **Exhibit A**, which revised the 2025 holiday schedule for court-related departments/offices in Kendall County.

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

**SECTION 1: Amended 2025 Kendall County Holiday Schedule.** The Kendall County Board hereby rescinds the 2025 Kendall County Holiday Schedule previously approved on May 21, 2024, and adopts the same amended 2025 holiday schedule that is applicable to Kendall County Circuit Court and attached hereto as **Exhibit A**.

**SECTION 2: Effective Date.** This Resolution shall be in full force and effect upon its approval by a majority vote of the Kendall County Board.

Approved this \_\_\_\_ day of August, 2025.

Attest:

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

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



**EXHIBIT A**

**IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT**

**DEKALB COUNTY, ILLINOIS**

**AMENDED GENERAL ORDER 24-01**

**FILED**

**JUL 01 2025**

**IN THE MATTER OF THE ADOPTION )  
OF THE COURT CALENDAR FOR )  
THE YEAR 2025 )**

Lori Grubbs  
Clerk of the Circuit Court  
DeKalb County, Illinois

**WHEREAS**, the Supreme Court of the State of Illinois has issued its Order dated May 9, 2024 setting forth the dates for the observance of certain holidays in the 2025 calendar year; and

**WHEREAS**, pursuant to the authority granted in said Order, Illinois Supreme Court Rule 21(b) and the inherent authority of the Court;

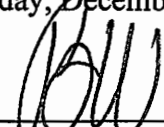
**IT IS ORDERED** that the Circuit Court for the Twenty-Third Judicial Circuit of the State of Illinois shall adjourn, and the Offices of the Circuit Clerk of DeKalb and Kendall Counties shall be closed on the following holidays for the year 2025:

**HOLIDAY**

**OBSERVED**

New Year's Day	Wednesday, January 1
Martin Luther King, Jr. Day	Monday, January 20
Lincoln's Birthday	Wednesday, February 12
Washington's Birthday	Monday, February 17
Spring Holiday (½ day)	Friday, April 18
Memorial Day	Monday, May 26
Juneteenth	Thursday, June 19
Day before Independence Day (½ day)	Thursday, July 3
Independence Day	Friday, July 4
Labor Day	Monday, September 1
Columbus Day	Monday, October 13
Veteran's Day	Tuesday, November 11
Thanksgiving Day	Thursday, November 27
Day following Thanksgiving Day	Friday, November 28
Christmas Eve (½ day)	Wednesday, December 24
Christmas Day	Thursday, December 25
Day following Christmas Day	Friday, December 26

Enter: July 15, 2025

  
\_\_\_\_\_  
**Honorable Bradley J. Waller**  
**Chief Judge**

M.R. 5272

SUPREME COURT  
STATE OF ILLINOIS

Order

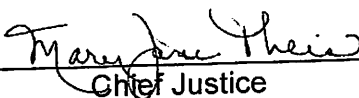
IT IS HEREBY ORDERED that the following holidays shall be observed by all courts in this State and by the Administrative Office of the Illinois Courts for the year 2025:

January 1	New Year's Day	Wednesday
January 20	Martin Luther King, Jr. Day	Monday
February 12	Lincoln's Birthday	Wednesday
February 17	Washington's Birthday (Obsvd.)	Monday
May 26	Memorial Day	Monday
June 19	Juneteenth Independence Day	Thursday
July 4	Independence Day	Friday
September 1	Labor Day	Monday
October 13	Columbus Day (Obsvd.)	Monday
November 11	Veterans' Day	Tuesday
November 27	Thanksgiving Day	Thursday
November 28	Day Following Thanksgiving Day	Friday
December 25	Christmas Day	Thursday

In addition to the foregoing holidays, the chief judge in each circuit in this State may declare a court holiday in any county in the circuit when the court facilities in that circuit or county are otherwise closed for the observance of a holiday not listed above. These additional observances shall be limited to only those situations in which both court security is unavailable and all county government offices are closed.

In the event the court facilities in a circuit or county are to remain open on one or more of the holidays, the chief circuit judge in which that situation occurs, may disregard the listed holiday and declare the court open on that day.

Dated this 9th day of May, 2024.

  
\_\_\_\_\_  
Chief Justice

Supreme Court of Illinois

**FILED**

May 9, 2024  
SUPREME COURT  
CLERK

**IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT  
DEKALB COUNTY, ILLINOIS**

**2<sup>nd</sup> AMENDED GENERAL ORDER 24-01**

**FILED**

**JUL 01 2025**

**IN THE MATTER OF THE ADOPTION )  
OF THE COURT CALENDAR FOR        )  
THE YEAR 2025                                )**

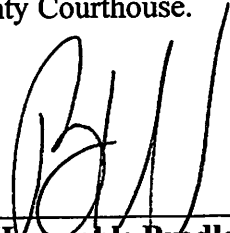
Lori Grubbs  
Clerk of the Circuit Court  
DeKalb County, Illinois

**WHEREAS**, the Supreme Court of the State of Illinois has issued its Order dated May 9, 2024 setting forth the dates for the observance of certain holidays in the 2025 calendar year; and

**WHEREAS**, pursuant to the authority granted in said Order, Illinois Supreme Court Rule 21(b) and the inherent authority of the Court;

**IT IS ORDERED** that this Court's prior Order dated July 1, 2025 regarding closure on July 3, 2025 at noon applies only to the DeKalb County Courthouse.

Enter: July 1, 2025

  
\_\_\_\_\_  
**Honorable Bradley J. Waller**  
**Chief Judge**

M.R. 5272

SUPREME COURT  
STATE OF ILLINOIS

Order

IT IS HEREBY ORDERED that the following holidays shall be observed by all courts in this State and by the Administrative Office of the Illinois Courts for the year 2025:

January 1	New Year's Day	Wednesday
January 20	Martin Luther King, Jr. Day	Monday
February 12	Lincoln's Birthday	Wednesday
February 17	Washington's Birthday (Obsvd.)	Monday
May 26	Memorial Day	Monday
June 19	Juneteenth Independence Day	Thursday
July 4	Independence Day	Friday
September 1	Labor Day	Monday
October 13	Columbus Day (Obsvd.)	Monday
November 11	Veterans' Day	Tuesday
November 27	Thanksgiving Day	Thursday
November 28	Day Following Thanksgiving Day	Friday
December 25	Christmas Day	Thursday

In addition to the foregoing holidays, the chief judge in each circuit in this State may declare a court holiday in any county in the circuit when the court facilities in that circuit or county are otherwise closed for the observance of a holiday not listed above. These additional observances shall be limited to only those situations in which both court security is unavailable and all county government offices are closed.

In the event the court facilities in a circuit or county are to remain open on one or more of the holidays, the chief circuit judge in which that situation occurs, may disregard the listed holiday and declare the court open on that day.

Dated this 9th day of May, 2024.

  
\_\_\_\_\_  
Chief Justice

Supreme Court of Illinois

**FILED**  
May 9, 2024  
SUPREME COURT  
CLERK





## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting  
**Meeting Date:** 8/19/2025  
**Subject:** Resolution to Adopt the 2026 Kendall County Holiday Schedule  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

---

### **Action Requested:**

To approve the Resolution to Adopt the 2026 Kendall County Holiday Schedule.

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

On 8/4/2025, the Human Resources & Insurance Committee voted to forward this Resolution to the County Board for approval.

### **Fiscal impact:**

None

---

### **Background and Discussion:**

Section 7.3 of the Kendall County Employee Handbook states, "Designated holidays are established annually by the Kendall County Board for non-court related departments/offices and by the Chief Judge for court-related departments/offices. Traditionally, the County Board adopts a holiday schedule that mirrors the declared judicial holidays for Kendall County Circuit Court. On July 1, 2025, the Chief Judge entered an order adopting a 2026 holiday schedule for court-related departments/offices. The attached Resolution seeks to adopt the same 2026 holiday schedule as the one set for Kendall County Circuit Court.

### **Staff Recommendation:**

To approve the Resolution to Adopt the 2026 Kendall County Holiday Schedule.

### **Attachments:**

1. Resolution to Adopt the 2026 Kendall County Holiday Schedule

# COUNTY OF KENDALL, ILLINOIS

## Resolution 25-\_\_\_\_\_

### RESOLUTION TO ADOPT THE 2026 KENDALL COUNTY HOLIDAY SCHEDULE

**WHEREAS**, Section 7.3 of the Kendall County Employee Handbook states, “Designated holidays are established annually by the Kendall County Board for non-court related departments/offices and by the Chief Judge for court-related departments/offices”; and

**WHEREAS**, traditionally, the Kendall County Board adopts a holiday schedule that mirrors the declared judicial holidays for Kendall County Circuit Court; and

**WHEREAS**, on July 1, 2025, the Twenty Third Judicial Circuit’s Chief Judge entered General Order 25-01 attached hereto as **Exhibit A**, which establishes the 2026 holiday schedule for court-related departments/offices in Kendall County.

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

**SECTION 1: 2026 Kendall County Holiday Schedule.** The Kendall County Board adopts a holiday schedule for 2026 that mirrors the Kendall County Circuit Court’s 2026 holiday schedule, which is set forth in the attached **Exhibit A**.

**SECTION 2: Effective Date.** This Resolution shall be in full force and effect upon its approval by a majority vote of the Kendall County Board.

Approved this \_\_\_\_\_ day of August, 2025.

Attest:

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

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



**EXHIBIT A**

**IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT**

**DEKALB COUNTY, ILLINOIS**

**GENERAL ORDER 25-01**

**FILED**

**JUL 01 2025**

Lori Grubbs  
Clerk of the Circuit Court  
DeKalb County, Illinois

**IN THE MATTER OF THE ADOPTION )  
OF THE COURT CALENDAR FOR )  
THE YEAR 2026 )**

**WHEREAS**, the Supreme Court of the State of Illinois has issued its Order dated June 23, 2025 setting forth the dates for the observance of certain holidays in the 2026 calendar year; and

**WHEREAS**, pursuant to the authority granted in said Order, Illinois Supreme Court Rule 21(b) and the inherent authority of the Court;

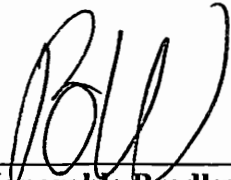
**IT IS ORDERED** that the Circuit Court for the Twenty-Third Judicial Circuit of the State of Illinois shall adjourn, and the Offices of the Circuit Clerk of DeKalb and Kendall Counties shall be closed on the following holidays for the year 2026:

**HOLIDAY**

**OBSERVED**

New Year's Day	Thursday, January 1
Martin Luther King, Jr. Day	Monday, January 19
Lincoln's Birthday	Thursday, February 12
Washington's Birthday	Monday, February 16
Spring Holiday (½ day)	Friday, April 3
Memorial Day	Monday, May 25
Juneteenth	Friday, June 19
Independence Day	Friday, July 3
Labor Day	Monday, September 7
Columbus Day	Monday, October 12
Veteran's Day	Wednesday, November 11
Thanksgiving Day	Thursday, November 26
Day following Thanksgiving Day	Friday, November 27
Christmas Eve (½ day)	Thursday, December 24
Christmas Day	Friday, December 25

Enter: July 1<sup>st</sup>, 2025

  
\_\_\_\_\_  
**Honorable Bradley J. Waller**  
**Chief Judge**

M.R. 5272

SUPREME COURT  
STATE OF ILLINOIS

Order

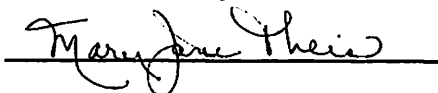
IT IS HEREBY ORDERED that the following holidays shall be observed by all courts in this State and by the Administrative Office of the Illinois Courts for the year 2026:

January 1	New Year's Day	Thursday
January 19	Martin Luther King, Jr. Day	Monday
February 12	Lincoln's Birthday	Thursday
February 16	Washington's Birthday	Monday
May 25	Memorial Day	Monday
June 19	Juneteenth Independence Day	Friday
July 3	Independence Day (Obsvd.)	Friday
September 7	Labor Day	Monday
October 12	Columbus Day	Monday
November 11	Veterans' Day	Wednesday
November 26	Thanksgiving Day	Thursday
November 27	Day Following Thanksgiving Day	Friday
December 25	Christmas Day	Friday

In addition to the foregoing holidays, the chief judge in each circuit in this State may declare a court holiday in any county in the circuit when the court facilities in that circuit or county are otherwise closed for the observance of a holiday not listed above. These additional observances shall be limited to only those situations in which both court security is unavailable and all county government offices are closed.

In the event the court facilities in a circuit or county are to remain open on one or more of the holidays, the chief circuit judge in which that situation occurs, may disregard the listed holiday and declare the court open on that day.

Dated this 23<sup>rd</sup> day of June, 2025.



Chief Justice  
Supreme Court of Illinois

**FILED**  
June 23, 2025  
SUPREME COURT  
CLERK



## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting  
**Meeting Date:** 8/19/2025  
**Subject:** Phase II County Office Building Renovations Contingency Reduction #4  
**Prepared by:** Dan G. Polvere  
**Department:** Facilities Management

---

**Action Requested:**

Review and Approve.

**Board/Committee Review:**

Facilities Management/IT

**Fiscal impact:**

\$102,890 reduction of Phase II Contingency. The total available contingency is \$273,562, which will be reduced to \$170,672 following approval of this contingency reduction.

---

**Background and Discussion:**

Phase II Contingency Reduction #4 includes revisions that result from further review of the public spaces of the project to ensure operational needs are met. Revisions were also made to include the replacement of (2) transformers, cracked/degraded wire and conduit pursuant to the attached electrical inspection report on April 10, 2025 that deemed these items life safety issues.

Additional changes include the replacement of (2) existing exterior hose bibs and revisions to address an unforeseen condition above the glass corner of the Community Room where additional masonry needs to be removed and steel reconfigured due to the bearing conditions being different than anticipated.

Contingency Reduction #4 also includes; 1) a cost reduction due to the removal of extra interior vinyl wayfinding signage, 2) additional lettering required for the full department name at the Planning, Building and Zoning office, 3) the addition of backer boards at all department signage locations to simplify installation and protect wall paneling, and 4) additional exterior lighting to ensure exterior wayfinding signage are visible at all times.

Further revisions include adding acoustic drywall ceilings to all bathrooms in lieu of standard drywall, relocating the door from IT office 222 to make more rack area in the adjacent server room and the installation of LVT flooring in both the IT office and server room to reduce static and to make cleaning easier.

Additional costs include charges from ComEd to be onsite (2) Saturdays so the change-out of transformers could be completed without interrupting operations at the Clerk's Building. This

work was originally scheduled to be completed on June 19<sup>th</sup>, when the Clerk's Building was scheduled to be closed for the Holiday. However, storm outages on the night of June 18<sup>th</sup> caused ComEd to cancel and forced the reschedule to premium-time Saturdays.

Contingency Reduction #4 also includes a credit offered by the electrical sub-contractor to reduce the number of UPS systems in the project from (3) to (2) while maintaining the design intent required by the County.

The total request for Phase II Contingency Reduction #4 is \$102,890 with revised contract amounts as follows. **The total available contingency is \$273,562, which will be reduced to \$170,672 following approval of this contingency reduction.**

- Lite Construction \$ 2,661,552 (\$27,027 increase)
- Guardian Steel \$406,516 (\$8,456 increase)
- CMM Group \$827,803 (\$2,739 increase)
- TSI Flooring \$600,479 (\$1,617 increase)
- Omega Plumbing \$ 313,836 (\$4,580 increase)
- Aurora Wiring & Fixture \$1,108,160 (\$58,471 increase).

**Staff Recommendation:**

Review and Approve.

**Attachments:**

Phase II Contingency Reduction #4

Phase II Contingency Reduction #4 Log Summary

Memo From United City of Yorkville Building Department RE: Existing Electrical Wires

# CONTINGENCY REDUCTION

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

**PROJECT:** Phase Two County Office Building

**CONTINGENCY REDUCTION #:** CR-004

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

**DATE:** 7/2/2025  
**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 #08 Public Space Revisions	\$1,920.00
PR #18 Atrium Brick Removal	\$9,999.00
PR #19 Signage Changes	\$9,988.00
PR #20 Sound Break Ceiling	\$1,320.00
PR #22 IT Office Revision	\$3,800.00
New Contract Amount \$2,661,552	<b>\$27,027.00</b>

### 2. GUARDIAN STEEL

PR #18 Atrium Brick Removal	\$8,456.00
New Contract Amount \$406,516	<b>\$8,456.00</b>

### 3. CMM GROUP

PR #8 - Public Space Revisions	\$5,029.00
PR #17 - New Hose Bibs	(\$2,290.00)
New Contract Amount \$827,803	<b>\$2,739.00</b>

### 4. TSI FLOORING

PR #22 IT Office Revision	\$1,617.00
New Contract Amount \$600,479	<b>\$1,617.00</b>

### 5. OMEGA PLUMBING

PR #17 New Hose Bibs	\$4,580.00
New Contract Amount \$313,836	<b>\$4,580.00</b>

### 6. AURORA WIRING AND FIXTURE

PR #8 Public Space Revisions	\$1,436.00
PR #15 Wire & Transformer Clean up	\$49,892.00
PR #19 Signage Changes	\$3,016.00
UPS Credit	(\$8,522.00)
ComEd Saturday Work	\$12,649.00
New Contract Amount \$1,108,160	<b>\$58,471.00</b>

**SUB-TOTAL FOR ALLOWANCE REDUCTION: \$102,890.00**

# CONTINGENCY REDUCTION

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

**PROJECT:** Phase Two County Office Building

**CONTINGENCY REDUCTION #: CR-004**

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

**DATE:** 7/2/2025  
**CONTRACT DATE:**  
**PROJECT #:** 241014

## CONSTRUCTION

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

The Original Contingency was:	\$379,611.00
Net Change by previously authorized Contingency Reductions:	\$106,049.00
The Contingency prior to this reduction was:	\$273,562.00
The Contingency will be decreased by this reduction in the amount of:	\$102,890.00
The new Contingency with this reduction will be:	<u><b>\$170,672.00</b></u>
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  
**Proposal Request Log**  
07/24/25



PR #	Issue Date	Pricing Due	ALW #	Date Approved	Description	Contractor	Potential Cost Adjustment	Comments
008	3/3/25	3/12/25			Public Space Revisions		<b>\$8,385.00</b>	Processed on CR-004
Revisions include adding locks to the casework in shared Conference/Community Room 109, adding 1 additional duplex and 2 additional data ports in Lobby 205 for a wall mounted TV, revising both Vestibule 100 storefronts to include a double door in each as well as revising the hardware for the new door configuration, revising the hardware for Door 103A to include a panic bar, and revising the location of the ceiling data ports and duplex outlet so the associated ceiling mounted monitor will not be in front of the path of travel.								
						Lite Construction	\$1,920.00	
						CMM Group	\$5,029.00	
						AWF	\$1,436.00	
015	5/9/25	5/21/25			Wire & Transformer Cleanup		<b>\$49,892.00</b>	Processed on CR-004
Revisions include the replacement of 330' of cracked and degraded wire and 130' of conduit with new where deemed a life safety issue by the Yorkville inspector, revisions also include the replacement of 2 additional transformers (45KVA and 75KVA). See letter from United City of Yorkville regarding the existing electrical wires and their condition.								
						AWF	\$49,892.00	
017	5/9/25	5/21/25			New Hose Bibs		<b>\$2,290.00</b>	Processed on CR-004
Revisions include replacing the existing building hose bibs with new to match those installed at 502 S. Main Street.								
						Omega Plumbing	\$4,580.00	
						CMM Group	(\$2,290.00)	
018	5/27/25	6/6/25			Atrium Brick Removal		<b>\$18,455.00</b>	Processed on CR-004
Revision is to address an unforeseen condition above the glass corner of Community Room 109 where additional masonry needs to be removed due to the bearing conditions being different than anticipated.								
						Lite Construction	\$9,999.00	
						Guardian Construction	\$8,456.00	
019	5/28/25	6/6/25			Signage Changes		<b>\$13,004.00</b>	Processed on CR-004
Revisions include removal of extra interior wayfinding vinyl signage, Addition lettering required for full department name at PBZ, Backer boards at all signage to simplify installation and protect wall paneling, and additional exterior lighting to ensure exterior wayfinding signage are visible at all times.								
						Lite Construction	\$9,988.00	
						AWF	\$3,016.00	
020	5/28/25	6/6/25			Sound Break Ceiling		<b>\$1,320.00</b>	Processed on CR-004
Revisions include adding acoustic drywall ceilings to all bathrooms in lieu of standard drywall.								
						Lite Construction	\$1,320.00	
022	6/4/25	6/13/25			IT Office Revision		<b>\$5,417.00</b>	Processed on CR-004
Revisions include relocating the door into IT Room 223 and providing LVT flooring in IT Room 223 and IT Office 222.								
						Lite Construction	\$3,800.00	
						TSI Flooring	\$1,617.00	
					UPS Credit		(\$8,522.00)	Processed on CR-004
Contractor offered a credit to the project to reduce the number of UPS systems from 3 to 2 in the project while maintaining the design intent required by the County.								
						AWF	(\$8,522.00)	



PR #	Issue Date	Pricing Due	ALW #	Date Approved	Description	Contractor	Potential Cost Adjustment	Comments
					ComEd Saturday Work		\$12,649.00	Processed on CR-004
Power shut off at the transformer, removal and install of new wire feeds from transformer, and install of CT cabinet from Com Ed. Due to the possibility of delayed shut down of the clerk building during normal business hours, which is fed from the same existing transformer, work that needed to be performed had to be completed on Saturdays, which are prime times for Com Ed pricing guidelines.								
						AWF	\$12,649.00	



**United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350**

**To: Whom it may concern**

**From: The United City of Yorkville Building Department**

**Regarding: Existing electrical wires**

**Location: Kendall County Building at 504 Main St. Yorkville IL, 60560**

During an electrical inspection on 4/10/2025 it was noted that the existing wiring in the transformers and other areas of the buildings electrical system had cracked and failed insulation. It appears that the heat generated from the panels and the transformers has damaged the wires that were intended to be left in operation. Please note that this is not acceptable and could cause a risk of fire and failure of the electrical system. All wiring that shows signs of damage must be replaced. Please contact me directly if you require more information.

**Peter Ratos  
United City of Yorkville  
Building Code Official  
630-553-8549  
[Pratos@yorkville.il.us](mailto:Pratos@yorkville.il.us)**

**AGREEMENT FOR  
RIGHT OF WAY CONSULTING SERVICES**

**COUNTY OF KENDALL  
Galena Road Project**

AGREEMENT between Mathewson Right of Way Company (MROWCO) whose address is 2024 Hickory Road, Suite 205, Homewood, Illinois 60430 and the County of Kendall (COUNTY), whose address is 6780 Route 47, Yorkville, Illinois 60560.

MROWCO shall provide to COUNTY certain right of way consulting services for the acquisition of right of way for the **Galena Road Project**.

The PROJECT shall consist of the acquisition of approximately 26 parcels.

MROWCO shall perform the following services:

1. Appraisal
2. Negotiations
3. Closings

All of the above are described as specified in Exhibit A: Scope of Services attached hereto.

COUNTY shall compensate MROWCO for the services provided on behalf of the COUNTY under this AGREEMENT as provided in Exhibit B: Compensation attached hereto. The total amount of compensation authorized by this agreement is not to exceed \$223,600.00.

Exhibit C: Terms and Conditions is attached hereto and made a part hereof.

Submitted this 24th day of July, 2025.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2025.

**Mathewson Right of Way Company**

**Kendall County**

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

Mark D. Mathewson  
President

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

Matt Kellogg  
County Board Chairman

Attest: \_\_\_\_\_

Debbie Gillette  
County Clerk

## **EXHIBIT A: SCOPE OF SERVICES**

MROWCO agrees to perform, at the direction of COUNTY, the following services:

1. Appraisal
2. Negotiations
3. Closings

All services called for in this AGREEMENT will be conducted by an individual or individuals whose qualifications have been approved by the Illinois Department of Transportation, when applicable.

All services within the scope of this AGREEMENT shall be performed, where applicable, in accordance with Negotiation & Acquisition, Section 4.00 of the Land Acquisition Policies and Procedures Manual, Exhibits and Visual Guide of the Illinois Department of Transportation, hereinafter referred to as the LAPPM.

Pursuant to the rules promulgated by the Federal Highway Administration (FHWA), it is understood and agreed to by the parties that MROWCO cannot begin any negotiations for the subject parcels until after the FHWA has approved the Project Development Report (Phase I Engineering) and MROWCO has received approval to proceed from the COUNTY.

### **APPRAISALS**

Determinations of fair market value performed by the Appraiser shall be in accordance with the LAPPM.

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

Valuations shall be prepared as outlined in the LAPPM. The format to be used shall be one of the following types as described in the LAPPM:

- Non-Complex Appraisal Report
- Complex Appraisal Report

The Appraiser is to determine which type of appraisal format should be used for each parcel and obtain the COUNTY's concurrence. MROWCO shall provide a copy of an appraisal of each parcel together with Improvement Disposition Values form to be submitted to the COUNTY for approval.

Property needed shall be acquired by fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by the COUNTY.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the ROW plat or due to new information provided by the COUNTY. These updates or revisions will be assigned to the Appraiser in a separate work order as the need arises.

On parcels that require the acquisition of a residence, it may be necessary for the Appraiser to perform an additional analysis to determine an allocated value for the residence and home site as separate from the whole parcel to be acquired. This would be needed for relocation purposes and is not to be included in the appraisal report. The cost for the additional appraisal analysis will be established in the work order for that appraisal.

The Appraiser shall prepare a comparable sales brochure in accordance with the LAPPM for each project and as directed by the COUNTY.

The Appraiser shall prepare grids that compare comparable sales to the subject parcel, where appropriate.

The Appraiser shall include land and improvement allocations in the comparable sales data section of all appraisals.

The Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal report, shall be deemed complete when an acceptable appraisal report is submitted by MROWCO and approved by the COUNTY.

Appearances in court and/or pretrial conferences, which include depositions and preparation time for depositions and court, may be required for the appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the COUNTY or its trial counsel and shall be paid for as specified in Exhibit B.

Appraiser may be asked to perform a Cost Analysis for budgetary purposes. Cost Analysis shall be paid as part of Project Management.

Appraiser may be asked to provide a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MROWCO staff may assist in the preparation of appraisal work.

## **NEGOTIATIONS**

The Negotiator is responsible for all land acquisition negotiations conducted under this AGREEMENT. Negotiations shall be in accordance with the LAPPM. The negotiator shall:

- Be the COUNTY's representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a quality product.

Before the initiation of negotiations for each parcel, the COUNTY must approve the amount of just compensation. Pursuant to paragraph 4.1.12 of the Negotiations Chapter of the LAPP, no offers in excess of the approved appraisal amount shall be made by MROWCO without prior written approval of the COUNTY Engineer. The Negotiator shall fully document on an ongoing basis all efforts made to acquire the parcel in the Negotiator's Report. Said report shall be available to the COUNTY as reasonably requested.

The Negotiator may recommend administrative settlements as outlined in the LAPP. Administrative settlements will be determined by the COUNTY on an individual parcel basis.

In the event MROWCO, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MROWCO shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of MROWCO's Negotiator's Report completed to date with the names and addresses of all interested parties. MROWCO's written report shall also include its recommendation for further procedure towards acquiring the parcel. The COUNTY may elect to prepare and forward a Final Offer letter (with copy to MROWCO) to the owner of the parcel and thereafter refer the matter to the State's Attorney's Office to proceed with preparation of a condemnation petition. In any case, the COUNTY Engineer reserves the right to require MROWCO to make additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel at no additional charge to COUNTY.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the COUNTY. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the COUNTY, and the complaint is filed.

If requested to do so, MROWCO shall provide title review and an attorney's approval letter provided by Mathewson & Mathewson, P.C. for no additional cost.

Each Updated Negotiation or Revised Negotiation shall be paid for at the per parcel fee as specified in Exhibit B. An updated negotiation or revised negotiation is defined as additional negotiation work requested by the COUNTY due to new parcel information supplied by the COUNTY to MROWCO after first contact with the property owner. New parcel information could include, but is not limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order.

Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, MROWCO shall coordinate the offering of relocation assistance any payments to each displaced owner-occupant simultaneously with initiation of negotiations and to each displaced tenant-occupant within seven (7) days following initiation of negotiations for the parcel.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the COUNTY or its trial counsel and shall be paid for as specified in Exhibit B.

## EXHIBIT B: COMPENSATION

The services to be provided by MROWCO under this agreement shall be assigned and compensated as provided in the table below.

<u>Service</u>	<u>Amount</u>	<u>Units</u>	<u>Extension</u>
Appraisal	\$3,600.00	26	\$93,600.00
Negotiations	\$4,500.00	26	\$117,000.00
Closings	\$500.00	26	\$13,000.00

Total: \$223,600.00

The sum total of all services shall not exceed \$223,600.00.

It is understood that appearances in court and pretrial conferences may be required in relation to the negotiation services called for herein and it is agreed that such appearance or appearances shall be made upon request of COUNTY or its trial counsel.

In event of such services being requested, they will be provided as follows:

- (a) Rate each half day or fraction thereof for time spent in pretrial conference \$1,000.00.
- (b) Rate each half day or fraction thereof for time spent in court \$1,000.00.

The fees for services shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MROWCO in the performance thereof.

Changes in the work to be performed under this proposal may be made at any time in writing by COUNTY. If such changes justify an increase or decrease in the per parcel rate set forth herein, an equitable adjustment shall be made and this contract shall be modified accordingly. Any such proposed modification that increases rates shall first be submitted to the COUNTY for approval and subsequent ratification if they are found acceptable to the COUNTY. Documentation that is considered inadequate will be augmented and errors will be corrected upon request without additional cost.

Invoices for services will be submitted to COUNTY and will show the route, construction section, county, job number, project number, and parcel number or numbers. Invoices for services in connection with pretrial conferences and court testimony will show the items listed above and in addition, will include a statement of the nature of services performed and amount of time thereon. A progress report showing status of all active assigned parcels shall be supplied upon request at no additional charge to COUNTY. Payment of such invoices shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*)



## **EXHIBIT C: TERMS AND CONDITIONS**

### **1. Parcels**

The COUNTY shall provide MROWCO with relevant plats of highways, legal descriptions and construction plans for each parcel to be acquired. Each parcel shall consist of one or more basic parcels of land required as right of way for highway purposes to be acquired in fee simple title, and such other easements (temporary or permanent) for uses incidental to construction of the highway but which are not considered as part of the highway right of way, all of which are under the same ownership involving a complete contiguous parcel.

### **2. Termination**

COUNTY may terminate this AGREEMENT at any time and for any cause by a notice in writing to MROWCO. In the event of such termination, payment will be made to MROWCO for any completed services. Services in the process of completion shall be compensated for on an equitable basis and all incomplete parcel data collected in connection with them shall be turned over and become the property of the COUNTY; provided, however, this AGREEMENT be terminated solely because the progress or quality of work is unsatisfactory as determined by COUNTY accepting this AGREEMENT, then no payment will be made or demanded by MROWCO for any services which have not been completed and delivered to the COUNTY prior to the date of said termination.

In the event the COUNTY is in default under the AGREEMENT because funds are not appropriated for a fiscal period subsequent to the one in which the AGREEMENT was entered into which are sufficient to satisfy all or part of the County's obligations under this AGREEMENT during said fiscal period, the COUNTY agrees to provide prompt written notice of said occurrence to MROWCO. In the event of a default due to non-appropriation of funds, MROWCO has the right to terminate the AGREEMENT upon providing thirty (30) days written notice to the COUNTY. No additional payments, penalties and/or early termination charges shall be required upon termination of the AGREEMENT.

### **3. Project Materials**

- a. It is understood and agreed that the COUNTY shall be considered the sole owner of all plats, legal descriptions, ownership and occupancy records, forms of deeds and easements, title reports, and any and all other material furnished, prepared or obtained by MROWCO during the course of providing its services for the parcel and shall be maintained in a separate parcel file for the parcel assigned. MROWCO will provide a copy of the original file of the parcel during the course of the project to COUNTY. MROWCO will provide a timely update of all documents that pertain to the parcel during the course of the project. Upon completion of the project the original file will be delivered to COUNTY. Upon termination of this AGREEMENT for any cause or upon completion of the acquisition of the parcel or upon request of COUNTY when acquisition is determined to be by Eminent Domain proceedings, MROWCO's parcel file shall be delivered to the COUNTY. MROWCO's parcel files shall be available for inspection or review of its contents by COUNTY, Illinois Department of Transportation or Federal Highway Administration personnel at any time.
- b. Electronic copies shall be provided unless county requests to the contrary.

#### **4. Records**

MROWCO shall maintain, for a minimum of five years after the completion of the AGREEMENT, adequate books, records, and supporting documents to verify the amount, recipients, and uses of all disbursements of funds passing in conjunction with the AGREEMENT; the AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the COUNTY Auditor; and the MROWCO agrees to cooperate fully with any audit conducted by the Auditor and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the COUNTY for the recovery of any funds paid by the COUNTY under the AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

MROWCO acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the COUNTY to produce requested records that may be in the possession of MROWCO. MROWCO shall review its records immediately and produce to the COUNTY, within two (2) business days of contact from the COUNTY, the requested documents responsive to a request under the Act. If additional time is necessary to comply with the request, MROWCO may request the COUNTY to extend the time to do so, and the COUNTY will, if time and a basis for extension under the Act so permits, consider such extensions.

#### **5. Consultant Certifications and Representations**

- a. MROWCO certifies that MROWCO has read the certifications and assurances described in this AGREEMENT and in the Standard Provisions, and certifies that Mark D. Mathewson's signature on the AGREEMENT constitutes an endorsement and execution of each certification and assurance as though each were individually signed, and made on behalf of the contracting entity and its officers and each individual authorized to do work for the COUNTY under this AGREEMENT.
- b. MROWCO under penalties of perjury, certifies that 20-3870734 is its correct Federal Taxpayer Identification number. It is doing business as a Corporation.
- c. MROWCO certifies that it is not in default on an educational loan as provided in Public Act 85-827 (5 ILCS 385/.01 *et seq* The Educational Loan Default Act).
- d. MROWCO certifies that MROWCO, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).
- e. MROWCO certifies that it and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq. MROWCO certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in

the performance of this contract, or if a corporation, partnership, or other entity with 25 or more employees, have completed and signed a "DRUG-FREE WORKPLACE CERTIFICATION."

- f. MROWCO, under penalty of perjury under the laws of the United States, certifies that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:
  - i. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - ii. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
  - iii. does not have a proposed debarment pending; and
  - iv. has not been indicted, convicted, or the subject of a civil judgment by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
- g. MROWCO under penalties of perjury, certifies that as in accordance with The Illinois Procurement Code (30 ILCS 500/50-13), no person who is entitled to receive individually more than 7 1/2 percent of the total distributable income of the organization or together with their spouse or minor child more than 15 percent of the total distributable income of the organization is (i) an elected State official, a member of the General Assembly, an appointed office, a State or County employee; (ii) an officer or employee of the Illinois Toll Highway Authority or the Illinois Building Authority; or (iii) a spouse or minor child of any such enumerated person.
- h. In accordance with 30 ILCS 500/50-5, MROWCO certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has MROWCO made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of this company been so convicted nor made such an admission.
- i. MROWCO certifies that it, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- j. It is understood and agreed that MROWCO is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. MROWCO understands and agrees that MROWCO is solely responsible for paying all wages, benefits and any other compensation due and owing to Consultant's officers, employees, and agents for the performance of services set forth in the Agreement. MROWCO further understands and agrees that MROWCO is solely responsible for making all required

payroll deductions and other tax and wage withholdings pursuant to state and federal law for MROWCO's officers, employees and/or agents who perform services as set forth in the Agreement. MROWCO also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of MROWCO, MROWCO's officers, employees and agents and agrees that the COUNTY is not responsible for providing any insurance coverage for the benefit of MROWCO, MROWCO's officers, employees and agents.

- k. MROWCO warrants and represents that it is fully qualified to provide the services hereunder provided for in this Agreement. MROWCO shall perform its services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing in the same locality under similar conditions. MROWCO shall act professionally and politely to the public and to Kendall County employees and officers at all times.

## **6. Disclosures**

- a. MROWCO hereby certifies that if any conflict of interest arises, in any of the parcels subsequently assigned to it, it will immediately, within 5 business days of receipt, inform the COUNTY accepting this AGREEMENT and return all material furnished to him for reassignment to others. If such conflict is discovered, MROWCO agrees that it shall not invoice for any services in regard to the parcel(s) subject to such conflict.
- b. It is understood and agreed that Appendices A and B shall be a part of this AGREEMENT and MROWCO agrees to be bound by the terms and provisions contained herein.
- c. MROWCO warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this AGREEMENT without liability.

## **7. Indemnity**

MROWCO shall indemnify, hold harmless and defend with counsel of COUNTY's own choosing, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from or arise out of the acts or omissions of MROWCO itself, its agents and its employees under this Agreement. Nothing contained herein shall be construed as prohibiting The COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. The

COUNTY's participation in its defense shall not remove MROWCO's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. MROWCO's obligation to indemnify and hold COUNTY harmless shall be limited to the protection provided by the various insurance policies required herein. MROWCO will save harmless COUNTY from all claims and liability due to activities of itself, its agents, and its employees and will comply with all Federal, State, and local laws and ordinances.

## 8. Insurance

Prior to commencement of any Services, MROWCO shall provide and maintain the minimum insurance coverages with limits not less than those set forth herein (the "Insurance Requirements"). The cost of the required insurance shall be included in MROWCO's pricing and no adjustment shall be made to the Agreement price on account of such costs. If found to be non-compliant, COUNTY reserves the right but shall not be required to purchase the required insurance coverage(s) and the cost will be borne by MROWCO through direct payment/reimbursement to COUNTY or COUNTY may withhold payment to MROWCO for amounts owed.

### General Requirements

- a) Approved Insurers. All insurance shall be procured from insurers acceptable to COUNTY and MROWCO, authorized to do business in the State in which the Projects are located and having an A.M. Best Rating of at least "A-, Class VIII."
- b) Occurrence Basis Insurance. All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis.
- c) Notice of Cancellation & Non-Renewal. MROWCO's insurance carrier(s) shall agree to provide at least thirty (30) days prior written notice to COUNTY in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal of coverage(s), it is MROWCO's responsibility to replace coverage to comply with these requirements so there is no lapse of coverage for any time period. In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of MROWCO to report to COUNTY any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date thereof.
- d) Certificates of Insurance. MROWCO shall provide COUNTY with acceptable "Certificates of Insurance" evidencing the coverages required herein, at least ten (10) days prior to the start of the Services and thereafter upon renewal or replacement. The required insurance shall not contain any exclusions or endorsements which are not acceptable to COUNTY. Certificates of Insurance must include the additional insureds and waivers of subrogation required herein and also state that the insurance is primary and noncontributing with respect to any other insurance available to the additional insureds. Certified copies of insurance policies procured by MROWCO shall be furnished to COUNTY upon the request of COUNTY. Timely renewal Certificates of Insurance, in duplicate, shall be provided to COUNTY as the coverage renews. Failure of COUNTY to demand evidence of full compliance with these requirements or failure of COUNTY to

identify a deficiency from evidence provided shall not be construed as a waiver of MROWCO's obligation to maintain such insurance. Acceptance by COUNTY of a certificate or policy of insurance does not excuse MROWCO from maintaining policies consistent with this Article or from any liability arising from its failure to do so. With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to COUNTY with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- e) Additional Insureds. COUNTY and each of its respective members, employees, agents and representatives shall be added as ADDITIONAL INSURED on all liability policies (except Workers' Compensation and Professional Liability Policy), for ongoing operations and completed operations on a primary, noncontributory basis. COUNTY reserves the right to require MROWCO to name other parties as additional insureds as required by COUNTY at no additional cost to COUNTY.
- f) Insured versus Insured. There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage."
- g) Waiver of Rights of Subrogation. MROWCO waives all rights of recovery, and shall provide Certificates of Insurance evidencing such waiver of all rights of recovery, against all the additional insureds for loss or damage covered by any of the insurance maintained by MROWCO.
- h) Primary and non-Contributory. MROWCO's insurance is primary and non-contributing, including any deductibles or self-insured retentions, with respect to any other insurance available to the additional insureds.
- i) Not a Limitation of Liability. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of MROWCO. The carrying of insurance described shall in no way be interpreted as relieving MROWCO of any responsibility or liability under this Agreement.
- j) Additional Insurance. Any type of insurance or any increase in limits of liability not described above which MROWCO requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) Deductible/SIR. Deductibles and self-insured retentions must be reasonably acceptable to COUNTY. Policies may not require that the deductible or SIR only be satisfied by the "named insured."

### **Required Coverages.**

MROWCO shall maintain in effect at all times insurance coverages with limits not less than these Insurance Requirements.

- a) Workers' Compensation and Employer's Liability: in the State or jurisdiction in which the work is to be performed and elsewhere as may be required and shall include:
  - (1) Workers' Compensation Coverage: Statutory Requirements
  - (2) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$1,000,000 Each Accident
Bodily Injury by Disease:	\$1,000,000 Each Employee
Bodily Injury by Disease:	\$1,000,000 Policy Limit
  - (3) USL&H, Maritime Liability, FELA, and DBA Coverage, if applicable.
  - (4) Includes sole proprietorships and officers of corporation who will be performing the work.
- b) Commercial General Liability: on ISO forms CG 00 01 12 07 and CG 20 37 07 04 or equivalent forms approved by COUNTY, including Premises – Operations, Independent Subconsultants, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, XCU (Explosion, Collapse and Underground Property), and Personal Injury and Advertising Injury.
  - (1) Occurrence Form with the following limits:

a) General Aggregate:	\$3,000,000
b) Products/Completed Operations Aggregate:	\$3,000,000
c) Each Occurrence:	\$1,000,000
d) Personal and Advertising Injury:	\$1,000,000
  - (2) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after completion of the Services (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
  - (3) The General Aggregate Limit must apply on a Per Project basis.
  - (4) No amendment to the definition of an "Insured Contract."
- c) Automobile Liability:
  - (1) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), if MROWCO does not have any Owned Vehicles MROWCO is still required to maintain coverage for Hired and Non-Owned Vehicles as either a standalone policy or endorsed onto the Commercial General Liability policy above
  - (2) Per Accident Combined Single Limit: \$1,000,000
  - (3) For MROWCO(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.
- d) Excess/Umbrella Liability Insurance

The required insurance coverages set forth above may be provided through a combination of primary and excess policies in order to meet the minimum limits. Excess policies must apply on (and Certificates of Insurance must provide evidence of) a "Following Form Basis" of the Commercial General Liability, Automobile Liability and Employers Liability Coverage, as applicable. The minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate.
- e) Professional Liability Insurance
  - (1) Per Claim Limit: \$2,000,000  
Aggregate Limit: \$2,000,000
  - (2) The Definition of "Covered Services" shall include the Services required herein.
  - (3) The retroactive date must be on or prior to the start of Services; and

- (4) MROWCO must purchase “tail coverage/an extended reporting period” or maintain coverage for a period of three (3) years, subsequent to the completion of the Services.

**Additional Coverages.**

COUNTY’s limits of coverage for all types of insurance required under this Agreement shall be the greater of (i) the minimum limits set forth in this Article 8, or (ii) the limits provided to MROWCO as “Named Insured” under all primary, excess, and umbrella policies of that type of coverage.

**9. Breach**

Nothing herein shall be construed as prohibiting the parties to the AGREEMENT from pursuing any other remedies available to the parties for such breach or threatened breach, including recovery of damages from the parties. This provision shall survive any termination of this AGREEMENT.

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the COUNTY is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the COUNTY is required to use the services of an attorney, then the COUNTY shall be entitled to reasonable attorneys’ fees, court costs, and expenses incurred by the COUNTY pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

**10. Governing Law**

This Agreement shall be governed by the laws and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

**11. Transferability**

MROWCO agrees that this AGREEMENT or any part thereof will not be sublet, assigned, or transferred without the written consent of the COUNTY accepting this AGREEMENT.

**12. Notice**

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the COUNTY, to: Kendall County, Highway Department, Attention: County Engineer, 6780 Route 47, Yorkville, Illinois, 60560, fax (630) 553-9583 with copy sent to: Kendall County State’s Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of MROWCO, to: Mark D. Mathewson, Mathewson Right of Way Company, 2024 Hickory Road, Suite 205, Homewood, Illinois 60430.



### **13. Execution of AGREEMENT**

Each party represents and warrants that the person signing this Agreement on behalf of each party is duly authorized to do so and it is a binding and valid obligation of such party.

This agreement constitutes the entire agreement between the parties with respect to its subject matter, and there are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. Any change, modification, amendment, addendum or alteration of this Agreement shall be in writing and signed by the parties to this Agreement. No course of dealing between the parties shall be construed to alter the terms hereof, except as stated in this Agreement.

This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that facsimile or original copies are admissible as evidence.

14. MROWCO agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws and all federal standards regarding land acquisition.

# STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (III. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug-free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and

- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

**Mathewson Right of Way Company**  
Printed Name of Organization

Signature of Authorized Representative

Requisition/Contract/Grant  
ID Number

**Mark D. Mathewson, President**  
Printed Name and Title

July 24, 2025  
Date

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**  
In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State or the Federal Highway Administration is appropriate and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - withholding of payments to the contractor under the contract until the contractor complies, and/or
  - cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of Paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE** required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

**EQUAL EMPLOYMENT OPPORTUNITY.** In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed and remedies invoked as provided by Statute or regulation.

During the performance of this contract (Agreement), the contractor (Consultant) agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
7. That it will include verbatim or by reference the provisions of Paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.1 O(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.1 O(a) of the

Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

By signing this Proposal, the **CONSULTANT** agrees to the provisions as written. Upon acceptance by the **LPA**, this Contract shall be governed by Illinois law.

For the **CONSULTANT**:

Mathewson Right of Way Company  
2024 Hickory Road, Suite 205  
Homewood, IL 60430

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

Mark D. Mathewson  
President

July 24, 2025

FEIN: 20-3870734

Telephone: (312) 676-2900

For the **LPA**:

Kendall County

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

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



## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting  
**Meeting Date:** 8/19/2025  
**Subject:** Main Street Campus Improvements Bid Recommendations  
**Prepared by:** Dan G. Polvere  
**Department:** Facilities Management

---

**Action Requested:**

Review and Approve

**Board/Committee Review:**

Committee of the Whole

**Fiscal impact:**

\$1,034,462 from Building Capital Fund (1401)

---

**Background and Discussion:**

As part of the County Office Building renovation project, the County 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, greenspace, 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.

Documents for this scope of work were received on August 1, 2025. We received (3) bids on Bid Package #1 – General Trades and (1) bid on Bid Package #2 – Asphalt, Pavers, Site Concrete. As shown on the Bid/Budget Analysis, Cordogan Clark has pursued additional cost items for the Kendall County to consider as Alternates:

1. Alternate #1 - Removal of 3 Utility Poles
2. Alternate #2 - Monument Sign along Route 47
3. Alternate #3 - Decorative Liner for Curbed Retaining Wall
4. Alternate #4 - Asphalt in lieu of permeable pavers along East side of Parking Area

We are recommending the following Alternates to be included in the Contract Awards:

- Alternate #2 - Monument Sign along Route 47 for an add of \$77,000
- Alternate #4 - Asphalt in lieu of permeable pavers along East side of parking, a credit (\$31,715)

The Monument Sign along Route 47 needs to be installed on IDOT property for the best viewing angles. Staff are currently working with IDOT regarding an easement request. This alternate will be released in the subcontractor agreement as “contingent upon IDOT approval” so no funds will be spent if approval is not received.

The City of Yorkville’s engineers are in the process of reviewing the permit drawings & specifications, including storm water retention calculations. We will report back to the Board if there are any comments/corrections that will result in additional design changes and/or costs.

The attached Bid Tabulations illustrate the recorded bids, accepted Bid Alternates. The lowest responsive and responsible bidders that Cordogan Clark recommends being awarded Contracts and the Contract Values after value engineering and other adjustments and alternates are as follows:

- Bid Package 1 – General Trades – Lite Construction at \$367,000 + \$77,000 (Sign Alternate) for a TOTAL Contract Value of **\$444,000**
- Bid Package 2 – Asphalt, Pavers and Site Concrete – Abbey Construction at \$389,515 plus the credit of \$31,715 to use Asphalt versus Permeable Pavers for a TOTAL Contract Value of **\$357,800**

The overall project will also have a general contingency for the work that Cordogan Clark (CC) will manage as needed to account for items that may arise on the project. We recommend that a sum of \$35,000 be set aside for this purpose. The project also includes General Conditions costs of \$21,000, Preconstruction Fees of \$10,000, CM Fees of \$22,700, AE Fees of \$65,962, FF&E costs at \$40,000, Civil Engineering, surveying and Geotech & Reimbursable at \$38,000. Thus, the total value of the Kendall County Main Street Campus Improvements, including contingency, miscellaneous other costs and soft costs is \$1,034,462

The May 2025 estimate for the Project was \$968,500. The final cost of the project is over our estimated total cost by \$65,962. The cost delta is due in part to site conditions requiring a retaining wall and safety guardrail along the east side of the parking area and the size and complexity of the monument sign also increased and the additional utility poles being removed were added to the scope after the estimate. The value of these items was approximately \$60,000.

**Staff Recommendation:**

Review and Approve

**Attachments:**

Cordogan Clark Kendall County Main Street Campus Improvements – Bid Groups 1 & 2 Bid Recommendations

Kendall County Main Street Campus Bid Tabs

Main Street Campus Improvements Project Renderings



August 7, 2025

Kendall County  
804 W. John Street, Suite B  
Yorkville, IL 60560  
Attention: Dan Polvere

**RE: Kendall County Main Street Campus Improvements – Bid Groups 1, 2 Bid Recommendation**

Dear Mr. Polvere:

The Kendall County Main Street Campus Site Improvements was put out to bid on July 18, 2025. Trade Contractors were notified, 6 obtained bidding documents and 3 attended the pre-bid meeting on July 22, 2025, at the site. At the bid opening date of August 01, 2025, we received 3 bids on Bid Package 1 and 1 bid on Bid Package 2. We proceeded to open all bids for the project and read the required information publicly.

As shown on the Bid/Budget Analysis, Cordogan Clark has pursued additional cost items for the Kendall County to consider as Alternates:

1. Alternate #1 - Removal of 3 Utility Poles
2. Alternate #2 - Monument Sign along Route 47
3. Alternate #3 - Decorative Liner for Curbed Retaining Wall
4. Alternate #4 - Asphalt in lieu of permeable pavers along East side of Parking Area

We are recommending the following Alternates to be included in the Contract Awards:

- Alternate #2 - Monument Sign along Route 47 for an add of \$77,000
- Alternate #4 - Asphalt in lieu of permeable pavers along East side of parking, a credit (\$31,715)

The attached Bid Tabulation illustrates the recorded bids, accepted Bid Alternates. The lowest responsive and responsible bidders that Cordogan Clark recommends being awarded Contracts and the Contract Values after value engineering and other adjustments and alternates is as follows:

- Bid Package 1 – General Trades – Lite Construction at \$367,000 + \$77,000 (Sign Alternate) for a TOTAL Contract Value of **\$444,000**
- Bid Package 2 – Asphalt, Pavers and Site Concrete – Abbey Construction at \$389,515 plus the credit of \$31,715 to use Asphalt versus Permeable Pavers for a TOTAL Contract Value of **\$357,800**

The overall project will also have a general contingency for the work that Cordogan Clark (CC) will manage as needed to account for items that may arise on the project. We recommend that a sum of \$35,000 be set aside for this use. The project also includes General Conditions costs of \$21,000, Preconstruction Fees of \$10,000, CM Fees of \$22,700, AE Fees of \$65,962, FF&E costs at \$40,000, Civil Engineering, surveying and Geotech & Reimbursable at \$38,000. Thus, the total value of the Kendall County Main Street Campus Improvements, including contingency, miscellaneous other costs and soft costs is \$1,034,462

The March 2025 estimate for the Project was \$968,500. The final cost of the project is over our estimated total cost by \$65,962. The cost delta is due in part to site conditions requiring a retaining wall and safety guardrail along the east side of the parking area and the size and complexity of the monument sign also increased and the additional utility poles being removed were added to the scope after the estimate. The value of these items were approximately \$60,000.

Thank you for this opportunity to serve Kendall County on this critical project. Should you require any additional information or clarifications, please do not hesitate to contact me.

Respectfully submitted,

**Cordogan Clark**



Brian Kronewitter, AIA, DBIA  
Executive Vice President

**County of Kendall Approval:**

BY:

DATE:

---

---

Its representative

## Bid Package #1 - General Trades

Kendall County Main St. Campus

August 1, 2025



### BID TABULATION:

Vendor Name / Address	Bid Bond	Signed Bid Form	Addendum	Base Bid	Alt No. 1 Removal of 3 utility poles	Alt No. 2 Monument sign along Route 47	Total Base Bid + Accepted Alts.
Lite Construction Montgomery, IL	X	X	X	\$367,000	\$0	\$77,000	\$444,000
Abbey Construction Aurora, IL	X	X	X	\$418,650	\$4,850	\$100,310	\$523,810
Construction Inc Lombard, IL	X	X	X	\$707,000	\$7,500	\$77,000	\$791,500
Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates:							\$444,000

## Bid Package #2 - Asphalt, Pavers, Site Concrete

Kendall County Main St. Campus

August 1, 2025



### BID TABULATION:

Vendor Name / Address	Bid Bond	Signed Bid Form	Addendum	Base Bid	Alt No. 3 Decorative form liner for retaining wall along Rte 47	Alt No. 4 Asphalt along east side of parking area	Total Base Bid + Accepted Alts.
Abbey Construction Aurora, IL	X	X	X	\$389,515	\$8,550	-\$31,715	\$357,800
Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates:							\$357,800



## SITE SCHEMATIC DESIGN PACKAGE

SD0.00



## KENDALL COUNTY MAIN STREET CAMPUS SITE UPGRADES

504 S MAIN ST  
YORKVILLE, IL 60560

03.06.2025



Page 65



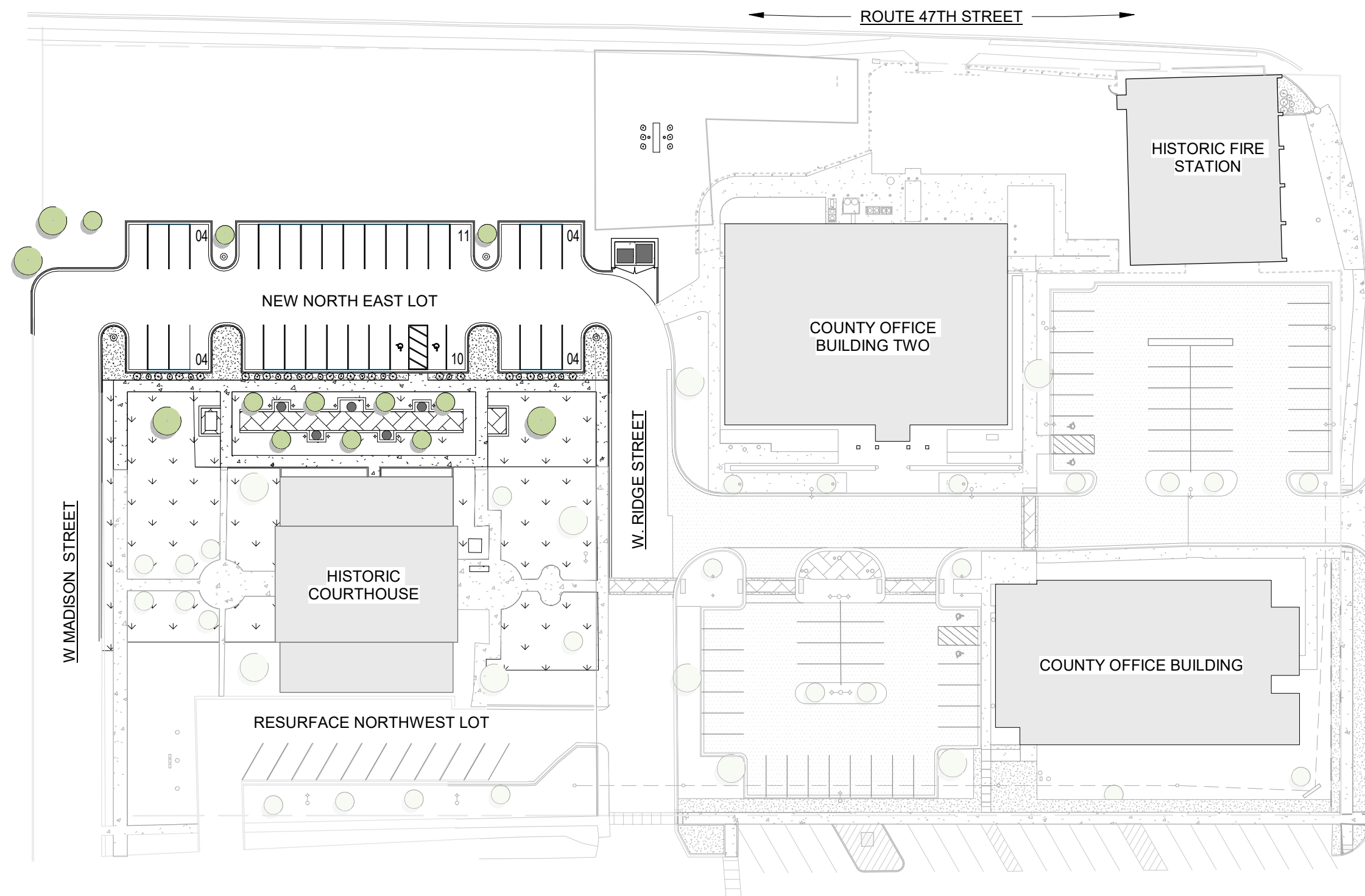


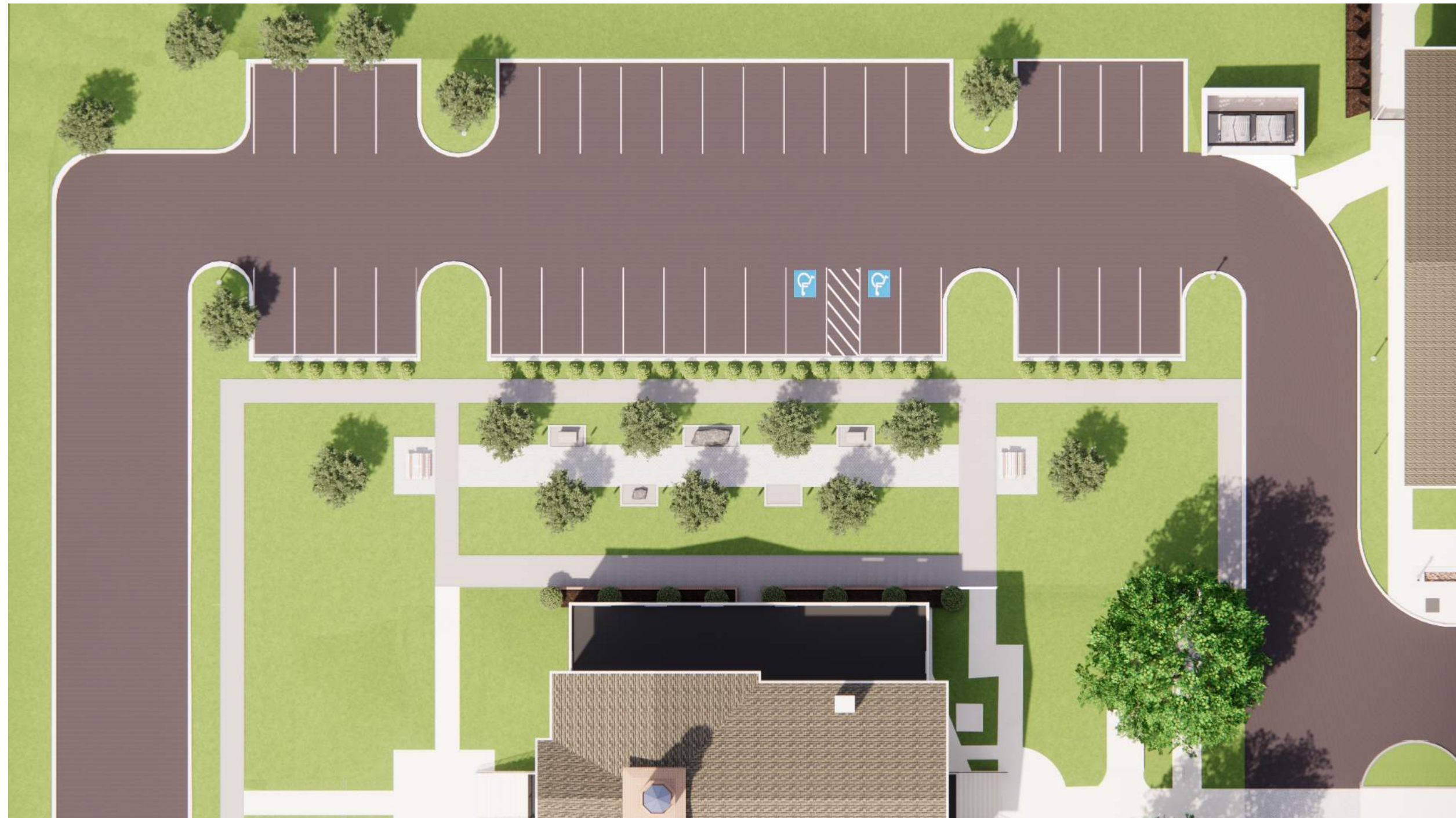
#### DECORATIVE SITE FEATURES

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

#### PARKING COUNTS

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





## BIRDS EYE VIEW OF MEMORIAL PLAZA

03.06.2025  
SD10.01





## VIEW OF CONCOURSE

03.06.2025  
SD10.02





## Kendall County Agenda Briefing

---

**Meeting Type:** County Board  
**Meeting Date:** 8/19/2025  
**Subject:** Kendall Area Transit Grant Approval  
**Prepared by:** Jennifer Breault, PCOM  
**Department:** Administration

---

### Action Requested:

1. Approval of a Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement
2. Approval of a Resolution Authorizing Execution and Amendment of Section 5311 Public Transportation Service Grant Agreement

### Board/Committee Review:

Committee of the Whole

### Fiscal impact:

DOAP \$1,608,126 and 5311 \$64,193 for Kendall Area Transit

---

### Background and Discussion:

Kendall Area Transit has received grants from IDOT, including the 5311-grant allocated for operational and administrative purposes. The Downstate Operating Assistance Grant (DOAP) reimburses Kendall Area Transit for 65% of eligible expenses, with the remaining match funded through municipal contributions, as well as 5310 and 5311 grants. Kendall County submitted applications for these grants in April.

### Staff Recommendation:

1. Approval of a Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement
2. Approval of a Resolution Authorizing Execution and Amendment of Section 5311 Public Transportation Service Grant Agreement

### Attachments:

N/A

## IDOT STATE UNIFORM GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

AND

County of Kendall

The Illinois Department of Transportation (Grantor), with its principal office at 2300 S. Dirksen Parkway, Springfield, IL 62764, and County of Kendall \_\_\_\_\_ (Grantee),  
 with its principal office at 807 W John Street, Administrative Services Yorkville Illinois 60560  
 and payment address (if different than principal office) at \_\_\_\_\_,  
 hereby enter into this IDOT Uniform Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE - THE UNIFORM TERMS  
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I  
AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION**

1.1. UEI Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that

ES1SZWNDT9N5 is Grantee's correct UEI, if applicable; Grantee has an active SAM registration; and

36-6006598 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable:

(a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or as a result of a failure to report interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be

\$1,608,126.00 of which \$1,608,126.00 are State funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Grant Award Identification: The IDOT Catalog of Financial Assistance Number is N/A

The IDOT Financial Assistance Program Name is Downstate Operating Assistance Program (DOAP)

The State Award Identification Number is N/A. Award is identified as R&D, as defined by Article III, 3.1 "Research and Development (R&D)". N/A

1.4 Term. This Agreement shall be effective on 7/1/2025

and shall expire on 6/30/2026 (the "Term"), unless terminated pursuant to this Agreement. The Subaward Budget shall be effective for the same term, unless another term is specifically authorized by the Grantor in Exhibit C.

1.1. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.2. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives (evidence of authority of the individual signatory shall be supplied before the executed grant is returned to the grantee).

**THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

The Parties or their duly authorized representatives hereby execute **this Agreement.**

**Illinois Department of Transportation**

**By:** \_\_\_\_\_  
Signature of Gia Biagi, Secretary  
**Date:** \_\_\_\_\_  
Printed Name: Jason Osborn  
Printed Title: Director of OIPI  
Designee

**By:** \_\_\_\_\_  
Signature of Jason Osborn, Director of OIPI  
**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

**By:** \_\_\_\_\_  
Signature of \_\_\_\_\_  
**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

**By:** \_\_\_\_\_  
Signature of \_\_\_\_\_  
**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

**County of Kendall**

**By:** \_\_\_\_\_  
Signature of Authorized Representative  
**Date:** \_\_\_\_\_  
Printed Name: Christina Burns  
Printed Title: Kendall County Administrator  
Email: cburns@kendallcountyil.gov

**By:** \_\_\_\_\_  
Signature of Authorized Representative, if applicable  
**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Email: \_\_\_\_\_

## ARTICLE II

### REQUIRED REPRESENTATIONS

#### 2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Grant Application issued by the program area, the Exhibits and attachments (if required) to which Grantee is a party constitute the legal, valid, and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Pre-Qualification Requirements. Grantee certifies that it (i) is registered with the federal SAM, if applicable; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid UEI, if applicable; and (iv) has submitted the IDOT annual Fiscal and Administrative risk assessment.

## ARTICLE III

### DEFINITIONS

#### 3.1. Definitions.

"Allowable Costs" means a cost allowable to a project (i.e., that can be paid for using award funds). Costs will be considered to be allowable if they: are reasonable and necessary for the performance of the award; are allocable to the specific project; are treated consistently in like circumstances to federally-financed, State-financed, and other activities of the awardee; conform to any limitations of the cost principles or the sponsored agreement; are accorded consistent treatment (a cost may not be assigned to a State or federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the award as an indirect cost); are determined to be in accordance with generally accepted accounting principles; are not included as a cost or used to meet federal cost-sharing or matching requirements of any other program in either the current or prior period; are not used to meet the match requirements of another State or federal grant; and are adequately documented.

"Award" or "Grant" means financial assistance that provides support or stimulation to accomplish a public purpose. "Awards" include grants and other agreements in the form of money, or property in lieu of money, by the State agency to an eligible recipient. "Award" does not include: technical assistance that provides services instead of money; other assistance in the form of loans, loan guarantees, interest subsidies or insurance; direct payments of any kind to individuals; or contracts that must be entered into and administered under State or federal procurement laws and regulations.

"Budget" means the financial plan for the award that the State awarding agency approves during the award process or in subsequent amendments to the award. It may include the awardee's matching funds or other in-kind contributions.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" means a situation that arises when a person in a position of authority over an organization, such as an officer, director or manager, may benefit financially from a decision made in that capacity, including indirect benefits such as to family members or businesses with which the person is closely associated.

"Cooperative Research and Development Agreement" means each Federal agency may permit the director of any of its Government-operated Federal laboratories, and, to the extent provided in an agency-approved joint work statement or, if permitted by the agency, in an agency-approved annual strategic plan, the director of any of its Government-owned, contractor-operated laboratories to enter into cooperative research and development agreements on behalf of such agency with; units of State or local government; industrial organizations (including corporations, partnerships, and limited partnerships, and industrial development organizations); public and private foundations; nonprofit organizations (including universities); or other persons (including licensees of inventions owned by the Federal agency).

"Direct Costs" means costs that can be identified specifically with a particular final cost objective, such as a State, federal or federal pass-through award or a particular sponsored project, an instructional activity, or any other institutional activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

"Financial Assistance" for grants and Cooperative Agreements, "Financial Assistance" means assistance that non-federal entities receive or administer in the form of grants; Cooperative Agreements; non-cash contributions or donations of property, including donated surplus property; direct appropriations; food commodities; and other financial assistance, except assistance non-federal entities receive or administer in the form of loans, loan guarantees, interest subsidies, and insurance.

"Grant Agreement" means a legal instrument of financial assistance between a State awarding agency or a federal awarding agency and an awardee that: is used to enter into a relationship, the principal purpose of which is to transfer anything of value from the State awarding agency or a federal awarding agency to the awardee to carry out a public purpose authorized by law and not to acquire property or services for the State or federal awarding agency's direct benefit or use; and is distinguished from a Cooperative Agreement in that it does not provide for substantial involvement between the State awarding agency or the federal awarding agency and the awardee in carrying out the activity contemplated by the award. "Grant Agreement" does not include an agreement that provides only direct cash assistance to an individual, a subsidy, a loan, a loan guarantee or insurance.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" means the documentation prepared by an awardee to substantiate its request for the establishment of an indirect cost rate for the reimbursement of indirect costs. This proposal provides the basis for the review and negotiation leading to the establishment of an organization's indirect cost rate.

"Period of Performance" means the total estimated time interval between the start of an Initial State or federal pass-through award and the planned end date, which may include one or more funded portions or budget periods.

"Prior Approval" or "Prior Written Approval" means an authorization by one party, provided in writing to another party, to proceed in a specified manner.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"Research and Development (R&D)" means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function. "Research" is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law; amounts received for services rendered to an individual; Cooperative Research and Development

Agreements; an agreement that provides only direct cash assistance to an individual; a subsidy; a loan; a loan guarantee; or insurance.

"Unallowable Cost: means a cost specified by law or regulation, federal cost principles, or the terms and conditions of an award that may not be reimbursed under a Grant or Cooperative Agreement.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee or to subrecipients by SAM.gov.

## **ARTICLE IV PAYMENT**

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide thirty (30) calendar days' notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant ARTICLE XVII, at the end of the Agreement period or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; Unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be



available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment.

4.6. **Interest.** Grantee must maintain all grant funds received in advance of, or that exceed, grant expenditures in an insured, interest-bearing account. Interest earned on grant funds must be applied to grant expenditures before additional funds are distributed. Interest on grant funds applies to 1) all funds received in advance (i.e. not reimbursement) of grant expenditures and/or, 2) grant funds that exceed grant expenditures, 3) grant funds that were received but expenditures were delayed.

4.7. **Timely Billing Required.** Grantee must submit any payment request, including complete and detailed supporting documentation necessary to substantiate their encumbrances, expenditures, and other transactions, to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **EXHIBIT C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. **Certification.** Each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, that the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812;).

## ARTICLE V

### SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables or Milestones), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Specific Conditions **Exhibit F**. Grantee shall adhere to the specific conditions listed therein.

## **ARTICLE VI**

### **BUDGET**

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the state as well as the local share (if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within forty-five (45) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

## **ARTICLE VII**

### **ALLOWABLE COSTS**

7.1. Allowability of Costs. The allowability of costs are defined in Article III, Definitions.

7.2. Indirect Cost Rate Submission.

(a) All grantees, must make an Indirect Cost Rate election, if the grantee is going to charge Indirect Costs to the grant.

i. Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

i. Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

ii. Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

A grantee who does not have a current negotiated rate may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable.

7.4. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state-funded Program. Accounting records must contain information pertaining to state awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

i. The documentation standards for salary charges to grants must be based on records that accurately reflect the work performed. These records must be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated. These records shall be incorporated into the official records of the non-Federal entity; the records shall reasonable reflect the total activity for which the employee is compensated, not exceeding 100% of compensated activities, and shall comply with the established accounting policies and practices of the non-Federal entity and in the cost principles applicable to the entity's organization.

ii. If records do not meet the standards in section (i) above, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit F** of the requirement to submit Personnel activity reports. Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of

the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

iii. Formal Agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the Agreement, and the signatures of both the contractor and an appropriate official of Grantee.

iv. If third party in kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Controls.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs and are at the discretion of the Department.

7.5. Profits. It is not permitted for any person or entity to earn a Profit from an Award.

7.6. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate.

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award

because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under the Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by the State (30 ILCS 500/50-65).

(k) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of the Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director, or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that a least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(n) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(o) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(p) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(r) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

## ARTICLE IX

### CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40.

## ARTICLE X

### UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees, and subcontractors under subcontract

made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*);

(f) The Age Discrimination Act (42 USC 6101 *et seq.*); and

(g) Disadvantaged Business Enterprise (DBE) Assurance: In accordance with 49 CFR 26.13(a), as amended, the Grantee assures that it shall not discriminate on race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or sub Agreement supported with Federal assistance derived from the U.S. DOT or in the Administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Grantee assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third-party contracts and sub Agreements supported with Federal assistance derived from the U.S. DOT. The Grantee's DBE program, as required by 49 CF Part 26, as amended, will be incorporated by reference, and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the Grantor to the Grantee of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

## ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any Agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, Amendment or modification of any Agreement, grant, loan or cooperative Agreement. 31 USC 1352. Additionally,

Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying using state grant funds as set forth below:

(a) Any attempts to influence the outcomes of any Federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;

(b) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections in the United States;

(c) Any attempt to influence the introduction of Federal or state legislation, the enactment or modification of any pending Federal or state legislation through communication with any member or employee of the Congress or state legislature (including efforts to influence state or local officials to engage in similar lobbying activity), the enactment or modification of any pending Federal or state legislation by preparing, distributing, or using publicity or propaganda, or by urging members of the general public, or any segment thereof, to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign; and

(d) Any government official or employee in connection with a decision to sign or veto enrolled legislation.

For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.3. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.4. Subawards. Grantee must include the language of the ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for six (6) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award unless a different retention period is specified in or **PART TWO** or **PART THREE**. If any litigation, claim, or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.



12.2. Accessibility of Records. Grantee, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. Additional monitoring requirements may be in PART TWO or PART THREE.

### ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file financial reports at the frequency required by Grantor, intervals should be no less frequently than annually nor more frequently than quarterly except in unusual circumstances, describing the expenditure(s) of the funds related thereto. More frequent reporting may be required by the Grantee pursuant to specific award conditions. Reports must be submitted no later than the due date(s) specified in PART TWO or PART THREE, unless additional information regarding required financial reports is set forth in Exhibit F. Failure to submit the required financial reports may cause a delay or suspension of funding.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. 30 ILCS 705.

**ARTICLE XIV****PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported, at the frequency required by the grantor. Intervals should be no less frequently than annually nor more frequently than quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit F**. Specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit F. Period Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination.

14.3. Content of Performance Reports. All Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory, and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit E**.

**ARTICLE XV****AUDIT REQUIREMENTS**

15.1. State Audit. The State may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the State's authorized inspection or review, final audit, the State's independent audit, or as a result of any duly authorized inspection or review.

The records and supportive documentation for all completed projects are subject to an on-site audit by the Illinois Department of Transportation, Bureau of Investigation and Compliance. The Bureau of Investigation and Compliance reserves the right to inspect and review, during normal working hours, the Workpapers of the independent auditor in support of their audit. Failure to comply can result in grant funds being withheld until compliance is met.

15.2. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted

Government Auditing Standards or Generally Accepted Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.3. Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

## ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

### 16.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety.

(c) This Agreement may be terminated, in whole or in part, by Grantor:

i. Pursuant to a funding failure under Paragraph 4.1.;

ii. If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award;

iii. If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; or

iv. If Grantee breaches this Agreement and either (1) fails to cure such breach within 30 calendar days' written notice thereof, or (2) if such cure would require longer than 30 calendar days and the Grantee has failed to commence such cure within 30 calendar days' written notice thereof. In the event that Grantor terminates this agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the applicable statutes, regulations or the terms and conditions of this Award, Grantor may impose additional conditions on Grantee, as described in Exhibit F. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may withhold grant funds until compliance is met.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subpart (c), Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

i. Grantor expressly authorizes them in the notice of suspension or termination;  
and

ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post termination requirements of this Agreement.

## ARTICLE XVII SUB-CONTRACTS/ SUB-AWARDS

17.1. Sub-Contracting/Sub-recipients/Delegation. Grantee may not subcontract nor issue a sub-award for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor.

17.2. Application of Terms. If Grantee enters into a sub-award Agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the sub-award Agreement. The terms of this Agreement shall apply to all sub-awards authorized in accordance with Paragraph 17.1.

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

## ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30)

days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor in writing of any event including, but not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform pursuant to this Agreement. Grantee shall provide notice to Grantor as soon as possible, but no later than five calendar (5) days after Grantee becomes aware that the event may have a material impact.

18.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this Article shall be grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

## **ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

19.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its governance structure. Grantee shall give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX constitutes a material breach of this Agreement.

## **ARTICLE XX CONFLICT OF INTEREST**

20.1. Required Disclosures. Grantee shall immediately disclose in writing any potential or actual Conflict of Interest to the Grantor.

20.2. Prohibited Payments. Payments made by Grantor under this Agreement shall not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," under *Section 1 of Article VII of the Illinois Constitution [Ill. Const. (1970) Art. VII, § 1]* and includes school districts.

20.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 20.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant such an exemption subject to additional terms and conditions as Grantor may require.

## **ARTICLE XXI EQUIPMENT OR PROPERTY**

21.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, Prior approval will be required by the Grantor. An inventory of equipment having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by the Department.

21.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds shall not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by the Illinois State Property Control Act, 30 ILCS 605. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of the Illinois State Property Control Act. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award use, and disposition conditions apply to the property.

21.3. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

21.4. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

## **ARTICLE XXII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

22.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs. In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

22.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public

announcements or press releases concerning work performed pursuant to this Agreement or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

### ARTICLE XXIII INSURANCE

23.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

23.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claims results in the recovery of money, such money recovered shall be surrendered to Grantor.

### ARTICLE XXIV LAWSUITS AND INDEMNIFICATION

24.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

24.2. Indemnification and Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

### ARTICLE XXV MISCELLANEOUS

25.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

25.2. Exhibits and Attachments. **Exhibits A through F, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

25.3. Assignment Prohibited. This Agreement shall not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing render this Agreement null, void and of no further effect.

25.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

25.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

25.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement shall not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

25.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement shall be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

25.8. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, including, but not limited to, federal regulations, Federal and state Presidential and Executive Orders, State administrative rules, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any and all license requirements or professional certification provisions.

25.9. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

25.10 Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by Grantor, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

25.11. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

25.12. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

25.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be



considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, electronic signatures, digital signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

25.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

25.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) audit requirements established in ARTICLE XV; (d) property management and disposition requirements established in ARTICLE XXII; or (e) records related requirements.

25.16. Code of Conduct.

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agent engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict-of-interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest. The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or Grantee or impair the objectivity in performing the contract work.

25.17. Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution, and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

25.18. Employment of Grantor Personnel. The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**EXHIBIT A****PROJECT DESCRIPTION**

**Project Scope:** PARTICIPANT agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE" or "Project") approved by the DEPARTMENT, and in accordance with the Act, the rules governing the Downstate Operating Assistance Program (92 IL Admin. Code 653) (the "Rules"), and all other applicable laws and regulations. PARTICIPANT shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the DEPARTMENT.

**EXHIBIT B****DELIVERABLES OR MILESTONES**

1. The PARTICIPANT shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this Agreement.
2. The PARTICIPANT shall file accurate reports, reflecting actual revenue and expense data.
3. On or before August 1, the PARTICIPANT shall submit its annual Ridership Report (OP-22) for the fiscal year.
  - a. For PARTICIPANT's who operate in multiple counties, the Ridership Reports must be broken out per county.
4. When required by the DEPARTMENT, the PARTICIPANT shall prepare and submit cost allocation plans.
5. **PARTICIPANT'S Independent Audit** PARTICIPANT shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of § 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in § 653.410 of the Rules; PARTICIPANT and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq.*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the DEPARTMENT. PARTICIPANT's audit must include a schedule of operating revenues and expenses for the PARTICIPANT'S contract period on forms prescribed by the DEPARTMENT. PARTICIPANT's independent audit shall be submitted to the DEPARTMENT as required by the Act.
6. **Project Closeout** Upon the DEPARTMENT's receipt of the PARTICIPANT's independent audit report of the Project, the DEPARTMENT shall perform a review of the PARTICIPANT's independent audit to determine whether to approve the independent audit. Once the PARTICIPANT's independent audit has been approved by the DEPARTMENT, the DEPARTMENT shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the PARTICIPANT under this Agreement. If the DEPARTMENT has made payment to the PARTICIPANT in excess of the final total amount determined by the DEPARTMENT-approved independent audit to be due the PARTICIPANT, the PARTICIPANT shall promptly remit such excess to the DEPARTMENT. At the discretion of the DEPARTMENT, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the DEPARTMENT notifies the PARTICIPANT that the Project is closed-out and forwards the final award payment, as determined by the DEPARTMENT-approved independent audit to the PARTICIPANT, or when an appropriate refund of Agreement funds, as determined by the DEPARTMENT-approved independent audit, has been received from the PARTICIPANT and acknowledged by the DEPARTMENT. Close-out shall be subject to any continuing obligations imposed on the PARTICIPANT by this Agreement or contained in the final notification or acknowledgment from the DEPARTMENT.

Payment issues, audit issues or any other matters pertaining to the Agreement may not be subsequently raised and are forever settled upon Project closeout.

**EXHIBIT C****PAYMENT**

Grantee shall receive \$1,608,126.00 under this Agreement.

Enter specific terms of payment here:

**Project Budget** Under the Act, the DEPARTMENT enters into this Agreement to implement PARTICIPANT's approved program of expenditures and services, within the following condition:

The PARTICIPANT shall be paid under this Agreement sixty-five percent (65%) of PARTICIPANT's eligible operating expenses incurred during fiscal year 2026, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2026, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the PARTICIPANT from any other state or local agency for fiscal year 2026 does not exceed PARTICIPANT's actual operating deficit for that year.

The DEPARTMENT has approved and agrees to enter into this Agreement in the estimated amount of \$1,608,126.00, subject to the limitations set forth above, the Act and the Rules.

In the event that a PARTICIPANT receives an amount in excess of the amount provided to be paid to the PARTICIPANT above, or the combined state and local operating assistance funds for fiscal year 2026 exceed PARTICIPANT's actual operating deficit for that year, PARTICIPANT agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

PARTICIPANT agrees to commit the necessary local funding to cover costs incurred in providing public transportation that are not reimbursed under this Agreement or by other federal, state or local assistance programs.

**Payment Procedures** The DEPARTMENT shall process up to a total of 24 payments, comprising of a combination of advance, reimbursement or reconciling payments, to PARTICIPANT upon the timely receipt of quarterly expense and revenue submitted on the DEPARTMENT's prescribed forms. Payments will be processed upon the DEPARTMENT determining if and to what extent the request is for eligible operating expenses incurred in conformity with PARTICIPANT's approved application and the Act.

PARTICIPANTs shall have the flexibility to request:

1. Monthly advances based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the DEPARTMENT; or
2. A reimbursement for actual monthly expense and revenue incurred; or

## 3. A combination of both.

Advance payments are subject to the approval of the DEPARTMENT and may not be processed by the DEPARTMENT, or dated by the PARTICIPANT, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and this Agreement is fully executed by both the DEPARTMENT and the PARTICIPANT and successfully filed with the Office of the Comptroller. PARTICIPANT shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters no later than November 1, February 1, May 1, and August 1, respectively.

The PARTICIPANT shall adjust payment requests to reflect all previous monthly actual expense and revenue not reflected in previous payment requests.

PARTICIPANT agrees that payment shall not constitute a final determination by the DEPARTMENT of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The DEPARTMENT reserves the right to offset any payment to satisfy any monetary claims that the DEPARTMENT may have outstanding against PARTICIPANT.

**Eligible Operating Expenses** Eligible operating expenses include, but are not limited to the following:

1. employee wages and benefits;
2. materials, fuels and supplies;
3. rental of facilities;
4. taxes other than income taxes;
5. payment for debt service (including principal and interest) on equipment or facilities owned by PARTICIPANT, to the degree that the PARTICIPANT's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the PARTICIPANT complies with the DEPARTMENT's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";
6. non-rolling stock-equipment purchases that are less than \$10,000;
7. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the DEPARTMENT under its capital grant program) associated with capital projects that are not reimbursed elsewhere;
8. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
9. reasonable expenses and compensation for PARTICIPANT's board members or trustees as provided under the Local Mass Transit District Act (70 ILCS 3610/4);
10. established reserves for self-insurance programs;
11. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
12. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and
13. any other expenditure that an independent auditor retained by the PARTICIPANT's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

**Ineligible operating expenses** Ineligible operating expenses include, but are not limited to, the following:

1. depreciation, whether funded or unfunded;
2. amortization of any intangible assets;

3. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
4. profit or return on investments;
5. excessive payments to associated entities;
6. expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;
7. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)
8. travel and entertainment expenses incurred in attending non-public transportation-related activities;
9. charter, school bus and sightseeing expenses as defined by the FTA;
10. fines and penalties;
11. charitable donations;
12. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
13. income taxes;
14. that portion of any eligible operating expense for which the PARTICIPANT has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
15. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
16. expenses for freight haulage provided by PARTICIPANT;
17. any expense that is reimbursed from insurance proceeds;
18. maintenance or operation of vehicles that are not used by a PARTICIPANT or its contractors for public transportation or to support public transportation operations; and
19. any other expense determined by the DEPARTMENT to be inconsistent with federal regulations or requirements.

**EXHIBIT D****CONTACT INFORMATION****CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name David J. Schafer  
Title Bureau Chief, Transit Operations  
Address 2300 S. Dirksen Parkway, Springfield, IL 62674  
Phone 217-782-4981  
TTY N/A  
Fax N/A  
E-mail david.schafer@illinois.gov

**GRANTEE CONTACT**

Name Jennifer Breault  
Title PCOM  
Address 504 S. Main Street, Yorkville Illinois  
Phone 630-553-4171  
TTY N/A  
Fax N/A  
E-mail jebreault@kendallcountyil.gov



**EXHIBIT E****PERFORMANCE MEASURES AND STANDARDS**

The PARTICIPANT shall:

1. Submit accurate and timely reports required by this program
2. Submit timely corrective action plans with regard to program operations when directed by the DEPARTMENT, the DEPARTMENT's consultants and/or vendors resulting from:
  - a. Financial Management Reviews;
  - b. Compliance Reviews;
  - c. Audits;
  - d. Grantor policy changes;
  - e. Public Complaint Process;
  - f. And/or as directed by the DEPARTMENT to remain in compliance with program requirements.
3. Promptly respond to inquiries by the DEPARTMENT or the DEPARTMENT's consultants and/or vendors.
4. Notify the DEPARTMENT in writing within seven (7) days of any changes in the circumstances or conditions of this Agreement.
5. Record Retention All costs charged to the Project, as defined in Part 4, shall be supported by properly executed and clearly identified payroll records, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The PARTICIPANT shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the DEPARTMENT (hereinafter "Auditing Parties").

The PARTICIPANT agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, PARTICIPANT shall retain the records for three years after completion of the action and resolution of all issues arising from it.

6. Procurement The PARTICIPANT must comply with the Illinois Procurement Code when purchasing products or services with State of Illinois funds "State Funds" 30 ILCS 500. In the absence of formal procedures of the DEPARTMENT will be used. The PARTICIPANT may only procure products or services from one source with any State of Illinois funds ("State Funds") if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
7. The PARTICIPANT shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

**EXHIBIT F****SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit F by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

**Fiscal And Administrative:****I. Procurement**

- i. Grantees may be required to participate in periodic technical assistance to correct deficiencies regarding procurement standards. Grantees must maintain documentation of additional prior approvals from grantee management. IDOT may request to review plan and documentation at its discretion.

**Corrective Action:**

Implementation of corrective action including new or enhanced controls over procurements of activities including developing or updating written policies and procedures that include a) Written standards of conduct covering conflicts of interest and governing the actions of employees engaged in the selection, award or administration of contracts supported by grant funds. b) Conflict of Interest policy that forbids employees, management or officers from participating in the selection, award or administration of a contract supported by grant funds if he or she has a real or apparent conflict of interest. c) A written policy that forbids contractors who develop or draft specifications, requirements, Statement of Work (scope of services) or Request for Proposals from completing in such procurements. d) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. e) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. f) Ensure that the organizational contracts contain the applicable provisions in Appendix II of 2 CFR 200. g) Include the requirements for micro-purchases and small purchases. h) Include the minimum requirements in Section 2 CFR 200.320(c-f). Conditions may be removed upon request after one year from the implementation of corrective action.

**Programmatic:****I. History of Performance (Internal)**

- i. Grantee must submit more detailed and frequent programmatic reporting as requested by the Grantor contact.

**Corrective Action:**

Implementation of written policies to address gaps in the Grantee's program oversight and operational efficiency. Grantee must demonstrate adequate grant performance. Condition may be removed after Agency re-examination in 6 months.

**II. History of Performance (External – Sub-grantee/Sub-recipient/Sub-award)**

- i. Grantee must report performance data for the sub-grantee/sub-recipient/sub-award.

**Corrective Action:**

Grantee must demonstrate adequate oversight of sub-grantee/sub-recipient/sub-award. Condition may be removed after Agency re-examination in 6 months.

**III. Agency and Grant-Specific Parameters**

No

**PART TWO - THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

☐ **Renewal.** This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

**OR**

☒ **Renewal.** This Agreement may not be renewed.

1. **School Bus Operations** Pursuant to 20 ILCS 2705/2705-605(f), PARTICIPANT agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the PARTICIPANT does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the PARTICIPANT must operate a school system in the area to be served and operate a separate and exclusive school bus program for the school system.

The PARTICIPANT shall immediately notify the DEPARTMENT in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois.

2. **Ethanol Gasoline** Pursuant to the Act (30 ILCS 740/2-15.1), PARTICIPANT hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.
3. **Restrictions on Lobbying** The PARTICIPANT affirms and attests that no compensation has been or will be paid from State Funds to a person or entity registered, or required to be registered, under the Illinois Lobby Registration Act (25 ILCS 170) for the purpose of influencing or attempting to influence an officer or employee of any state agency, or a member or employee of the Illinois General Assembly, in connection with the awarding of any state contract, grant, or loan, and the extension, continuation, renewal, amendment, or modification of the same.

The PARTICIPANT certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Agreement and understands that evidence of a violation of this clause may at any time be referred to the appropriate law enforcement agency, State's Attorney, or Attorney General and result in prosecution in the county where the offense is committed or in Sangamon County by the State's Attorney or the Attorney General of Illinois.

The PARTICIPANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

4. **Notice of Current or Prospective Legal Matters** PARTICIPANT must promptly notify the Department if a current or prospective legal matter emerges that may affect the Department. The PARTICIPANT must include similar notification requirement in its third-party agreements and must require each third-party participant to include an equivalent provision in its sub agreements at every tier of non-procurement awards of any amount and all lower tiers of procurement transactions.

**PART THREE - THE PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project.

**OPINION OF COUNSEL**

I, \_\_\_\_\_ the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for County of Kendall ("PARTICIPANT"). In this capacity, my opinion has been requested concerning the eligibility of the PARTICIPANT for assistance under the provisions of Downstate Operating Assistance Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Agreement, Agreement No. OP-26-21-IL, Grant No. OP-26-21-IL, ("Agreement") tendered by the State of Illinois ("State") to the PARTICIPANT. I hereby advise as follows:

1. The recipient is an eligible Participant as defined in the Act.
2. There are no provisions in the PARTICIPANT'S charter or by-laws or in the laws or rules of the State of Illinois, the United States of America, or any unit of local of government that preclude or prohibit the PARTICIPANT from entering into the Agreement.
3. The PARTICIPANT is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the PARTICIPANT and its successors and assigns.
4. I have no knowledge of any pending or threatened litigation, in either federal or state courts that would adversely affect this Agreement or prevent the PARTICIPANT from contracting with the State for the purpose of receiving a Downstate Operating Assistance Agreement.

Based upon the foregoing, I am of the opinion that the PARTICIPANT is eligible under the provisions of the Act and is empowered and authorized accept the agreement from the State.

Signature: \_\_\_\_\_

(Attorney's Name , \_\_\_\_\_

Attorney for: County of Kendall

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

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE AGREEMENT

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) (Act), authorizes the State of Illinois, acting by and through the Illinois Department of Transportation ("DEPARTMENT"), to make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, awards for said funds will impose certain obligations upon the PARTICIPANT, including provisions by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF County of Kendall:

Section 1. That the \_\_\_\_\_ of the County of Kendall enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2026 in order to obtain assistance under the provisions of the Act.

Section 2. That the \_\_\_\_\_ is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the County of Kendall for such assistance for fiscal year 2026.

Section 3. That the \_\_\_\_\_ of the County of Kendall is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the funding for fiscal year 2026.

Section 4. That while participating in said operating assistance program the County of Kendall shall provide all required local matching funds.

PRESENTED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Signature of Authorized Official) (Attest)

\_\_\_\_\_  
(Title) (Date)

Agreement Budget



## Project Budgets

Expense	
Item	Amount
<b>5010 Labor</b>	
Operators' Paid Absences	\$0.00
Operators' Salaries and Wages	\$0.00
Other Paid Absences	\$0.00
Other Salaries and Wages	\$12,500.00
<b>Sub Total:</b>	<b>\$12,500.00</b>
<b>5015 Fringe Benefits</b>	
Fringe Benefits	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>5020 Services</b>	
Services	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>5030 Materials and Supplies</b>	
Fuel & Lubricants	\$0.00
Other Materials & Supplies	\$0.00
Tires & Tubes	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>5040 Utilities</b>	
Utilities	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>5050 Casualty and Liability Costs</b>	
Casualty and Liability Costs	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>5060 Taxes</b>	
Taxes	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>5090 Miscellaneous Expenses</b>	
Miscellaneous Expenses	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>5100 Purchased Transportation Expenses</b>	
Purchased Transportation in Filing Separate Report	\$0.00
Purchased Transportation in Report	\$2,461,540.00



## Project Budgets

	Sub Total:	\$2,461,540.00
517 Debt Service (Urban DOAP Grantees Only)		
Debt Service (Urban DOAP Grantees Only)		\$0.00
	Sub Total:	\$0.00
518 Indirect Costs		
Indirect Costs		\$0.00
	Sub Total:	\$0.00
5210 Interest Expenses		
Interest Expenses		\$0.00
	Sub Total:	\$0.00
5220 Operating Lease Expenses		
Operating Lease Expenses		\$0.00
	Sub Total:	\$0.00
5260 Depreciation		
Depreciation		\$0.00
	Sub Total:	\$0.00
Revenue		
Item	Amount	
4100 Directly Generated Funds		
Directly Generated Funds		\$0.00
	Sub Total:	\$0.00
4111 Passenger Paid Fares		
Passenger Paid Fares		\$63,000.00
	Sub Total:	\$63,000.00
4112 Organization Paid Fares		
Organization Paid Fares		\$0.00
	Sub Total:	\$0.00
4120 Park and Ride Revenue		
Park and Ride Revenue		\$0.00
	Sub Total:	\$0.00
4130 Non-Public Transportation Revenue		
Non-Public Transportation Revenue		\$0.00
	Sub Total:	\$0.00
4140 Auxiliary Transportation Funds		





## Project Budgets

Advertising Revenues	\$0.00
Concessions	\$0.00
Other Auxiliary Transportation Revenues	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4150 Other Transportation Revenues</b>	
Other Transportation Revenues	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4160 Revenues Accrued Through a Purchased Transportation Agreement</b>	
Revenues Accrued Through a Purchased Transportation Agreement	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4170 Subsidy from Other Sectors of Operations</b>	
Subsidy from Other Sectors of Operations	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4180 Extraordinary and Special Items</b>	
Extraordinary and Special Items	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4190 Total Recoveries</b>	
Total Recoveries	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4200 Directly Generated Dedicated Funds</b>	
Directly Generated Dedicated Funds	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4240 Fuel Tax</b>	
Fuel Tax	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4250 Other Tax</b>	
Other Tax	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4300 Local Government Funds</b>	
Local Government Funds	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4310 General Revenues of the Local Govt</b>	
General Revenues of the Local Govt	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>



## Project Budgets

### 4320 Local Funds Dedicated to Transit at their Source

Bridge, Tunnel, and Hwy Tolls	\$0.00
Fuel Taxes	\$0.00
High Occupancy Toll	\$0.00
Income Taxes	\$0.00
Other Dedicated Funds	\$0.00
Other Taxes	\$0.00
Property Taxes	\$0.00
Sales Tax	\$0.00

**Sub Total: \$0.00**

### 4390 Other Local Funds

Other Local Funds	\$0.00
-------------------	--------

**Sub Total: \$0.00**

### 4400 State Government Funds

State Government Funds	\$0.00
------------------------	--------

**Sub Total: \$0.00**

### 4410 General Revenues of the State Govt

General Revenues of the State Govt	\$0.00
------------------------------------	--------

**Sub Total: \$0.00**

### 4420 State Transportation Fund

State Transportation Fund	\$0.00
---------------------------	--------

**Sub Total: \$0.00**

### 4430 Extraordinary and Special Items

Extraordinary and Special Items	\$0.00
---------------------------------	--------

**Sub Total: \$0.00**

### 4500 Federal Funds

Federal Funds	\$0.00
---------------	--------

**Sub Total: \$0.00**

### 4600 Non-Added Revenues

Non-Added Revenues	\$0.00
--------------------	--------

**Sub Total: \$0.00**

### 4610 Contributed Services

Contributed Services	\$0.00
----------------------	--------

**Sub Total: \$0.00**



## Project Budgets

### 4630 Sales and Disposal of Assets

Sales and Disposal of Assets	\$0.00
------------------------------	--------

<b>Sub Total:</b>	<b>\$0.00</b>
-------------------	---------------

<b>Total Expenses</b>	<b>\$2,474,040.00</b>
-----------------------	-----------------------

<b>Total Revenue</b>	<b>\$63,000.00</b>
----------------------	--------------------

<b>Net Project Cost</b>	<b>\$2,411,040.00</b>
-------------------------	-----------------------



## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting

**Meeting Date:** 8/19/2025

**Subject:** Approval of Petition 25-05, Reducing the Number of Certain Documents for Application Submittals to Three

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

**Department:** Planning, Building and Zoning

---

### **Action Requested:**

Approval of Petition 25-05, a Request from the Kendall County Zoning Administrator for Text Amendments to Sections 30-98(c), 30-98(d), 30-197(b)(2), 36-155(c)(1) and 36-184(1) of the Kendall County Code Reducing the Number of Petitions, Plats, Site Plans, Final Engineering Plans, and Landscape Restoration and Planting Plans Submitted as Part of Applications for Final Plat Approval and for Final Plat Approval of Residential Planned Developments and Site Plan Approvals

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

ZPAC-Approval (7-0-3) on May 6, 2025

Kendall County Regional Planning Commission-Approval (7-0-3) on May 28, 2025

Kendall County Zoning Board of Appeals- Approval (6-0-1) on June 2, 2025

Planning, Building and Zoning Committee-Approval (4-0-1) on August 14, 2025

### **Fiscal impact:**

N/A

---

### **Background and Discussion:**

The record can be found here,

<https://www.kendallcountyil.gov/home/showpublisheddocument/32805/638846474931100000>.

### **Staff Recommendation:**

Approval

### **Attachments:**

Proposed Ordinance

**ORDINANCE NUMBER 2025-\_\_\_\_\_**

**TEXT AMENDMENTS PERTAINING TO THE NUMBER OF PETITIONS, PLATS, SITE PLANS, FINAL ENGINEERING PLANS, AND LANDSCAPE RESTORATION AND PLANTING PLANS SUBMITTED AS PART OF APPLICATIONS FOR FINAL PLAT APPROVAL AND FOR FINAL PLAT APPROVAL OF RESIDENTIAL PLANNED DEVELOPMENTS AND SITE PLAN APPROVALS IN THE KENDALL COUNTY CODE**

WHEREAS, 55 ILCS 5/5-1041 grants counties the ability to adopt subdivision control ordinances; and

WHEREAS, Kendall County adopted the current Subdivision Control Ordinance by adoption of Ordinance 2011-06 on March 15, 2011; and

WHEREAS, the Kendall County Subdivision Control Ordinance is now contained in Chapter 30 of the Kendall County Code; and

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

WHEREAS, Section 30-98 (c) of the Kendall County Code requires the submittal of ten (10) copies of petitions of applications for final plat approval; and

WHEREAS, Section 30-98 (d) of the Kendall County Code requires the submittal of four (4) copies of final engineering plans and specifications with the applications for final plat approval; and

WHEREAS, Section 30-197 (b) (2) of the Kendall County Code requires the submittal of five (5) printed copies of all required submittals of landscape restoration and planting plans; and

WHEREAS, Section 36-155 (c) (1) of the Kendall County Code requires the submittal of ten (10) copies of petitions of applications for final plat approval of residential planned developments; and

WHEREAS, Section 36-184 (1) of the Kendall County Code requires the submittal of eight (8) copies of site plans in applications for site plan approval; and

WHEREAS, the Kendall County Zoning Administrator, hereinafter be referred to as “Petitioner”, desires to reduce the number of paper copies required for the submittal of applications for final plat approval, final plat approval of residential planned developments, and site plan approval; and

WHEREAS, on or about April 22, 2025, the Petitioner submitted text amendments to the Kendall County Code reducing the number of paper applications for final plat approval, final plat approval of residential planned developments, and site plan approval from the numbers previously listed to three (3); and

WHEREAS, following due and proper notice by publication in the Kendall County Record on May 8, 2025, the Kendall County Zoning Board of Appeals conducted a public hearing on June 2, 2025, at 7:00 p.m., in the Historic Court House at 110 W. Madison Street in Yorkville, at which the Petitioner presented evidence, testimony, and exhibits in support of the requested text amendments and zero members of the public testified in favor or in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has recommended approval of the text amendments on June 2, 2025; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing, and has forwarded to the Kendall County Board a recommendation approval of the requested text amendments; and

WHEREAS, the Kendall County Board has considered the recommendations of the Planning, Building and Zoning Committee and the Kendall County Zoning Board of Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, that the Kendall County Code be amended as follows:

- I. Recitals: The recitals set forth above are incorporated as if fully set forth herein.
- II. Amended Text: The present language contained in Section 30-98 (c) of the Kendall County Code is hereby amended to read as follows:

“An application for approval of the final plat, including all engineering drawings and specifications, shall be filed with the Planning, Building, and Zoning Department, and three (3) ~~ten (10)~~ copies of the petition shall be filed with the Plat Officer or designee. Attached to each copy shall be copies of the supporting documents and exhibits provided for herein.”

- III. Amended Text: The present language contained in Section 30-98 (d) of the Kendall County Code is hereby amended to read as follows:

“(d) Accompanying the copy of the application for approval of the final plat shall be three (3) ~~four (4)~~ copies of the final engineering plans and specifications prepared, stamped, and signed by a State-registered professional engineer. Such plans and specifications shall be prepared as specified, and shall be submitted to the Plat Officer within one (1) year after approval of the preliminary plat; otherwise such approval shall become null and void unless application for an extension of time is made to and granted by KCRPC. Such extensions will not require an additional copy of the plat. Engineering plans and specifications must comply with all County ordinances in addition to the design standards in Article IV of this chapter and the improvement standards in Article V of this chapter. Following approval of the final engineering plans, the applicant shall supply the County with a copy of the approved final version in electronic CAD format, NAD 1983 State Plane Illinois East projected coordinate system, as required by the County.”

- IV. Amended Text: The present language contained in Section 30-197 (b) (2) of the Kendall County Code is hereby amended to read as follows:

“(2) Three (3) ~~Five (5)~~ printed copies and one (1) electronic copy (PDF) of all required submittals shall be provided to the KCPBZ, who shall forward copies to the Director of the County Forest Preserve District, the County Soil and Water Conservation District, and the County Engineer or consultant engineer. Each organization receiving a copy of the plans shall have twenty-one (21) days

to provide written comments to the KCPBZ office. The KCPBZ office shall then compile all comments and inform the applicant if the plans are approved, or what changes are needed to receive approval. Within twenty-one (21) days of approval of the landscape/planting plan, the applicant shall provide the KCPBZ office a written cost estimate by a qualified contractor or contractors, including separate estimates for trees, ornamental plantings, and natural areas.”

- V. Amended Text: The present language contained in Section 36-155 (c) (1) of the Kendall County Code is hereby amended to read as follows:

“(1) A copy of the petition shall be filed with the PBZ Department, and three (3) ~~ten (10)~~ copies of the petition shall be filed with the Director of PBZ or designee. Attached to each copy shall be copies of the supporting documents and exhibits provided for herein.”

- VI. Amended Text: The present language contained in Section 36-184 (1) of the Kendall County Code is hereby amended to read as follows:

“(1) *ZPAC*. One (1) copy of the complete application, along with three (3) ~~eight (8)~~ copies of the site plan, shall be submitted by the property owner or certified agent to the Zoning Administrator at least fourteen (14) days prior to the ZPAC meeting. The purpose of the ZPAC meeting will be to evaluate the completeness of the application and to provide the applicant with feedback/input on the proposed site plan. Prior to the ZPAC meeting, the Zoning Administrator shall distribute copies of the site plan to Committee members. After discussion on a proposed site plan, the ZPAC may approve, deny, or approve with modifications, or request that the applicant revise the plan and return to a future ZPAC meeting for further review.”

*IN WITNESS OF*, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 19<sup>th</sup> day of August, 2025.

Attest:

---

Kendall County Clerk  
Debbie Gillette

---

Kendall County Board Chairman  
Matt Kellogg



## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting

**Meeting Date:** 8/19/2025

**Subject:** Approval of Petition 25-06, Proposed Text Amendment Related to Review of Petitions by ZPAC

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

**Department:** Planning, Building and Zoning

---

### **Action Requested:**

Approval of Petition 25-06, a Request from the Kendall County Zoning Administrator for Text Amendments to Sections 30-37, 30-76, 30-78, 30-98, 30-135, 36-2, 36-35, 36-36, 36-42(c), 36-112, 36-125(c), 36-154(c), 36-155(c), 36-182(2)(d), 36-183(b), and 36-184 of the Kendall County Code by Abolishing the Zoning and Platting Advisory Committee (ZPAC) as a Formal Committee of the County and Transferring the Duties of ZPAC to County Staff Members

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

ZPAC-Approval (7-0-3) on May 6, 2025

Kendall County Regional Planning Commission-Approval (7-0-3) on May 28, 2025

Kendall County Zoning Board of Appeals- Approval (6-0-1) on June 2, 2025

Planning, Building and Zoning Committee-Approval (4-0-1) on August 14, 2025

### **Fiscal impact:**

N/A

---

### **Background and Discussion:**

The record for this Petition can be found here,

<https://www.kendallcountyil.gov/home/showpublisheddocument/32807/638846475231430000>.

### **Staff Recommendation:**

Approval

### **Attachments:**

Proposed Ordinance



**ORDINANCE NUMBER 2025-\_\_\_\_\_**

**TEXT AMENDMENTS PERTAINING TO ABOLISHING THE ZONING AND PLATTING  
ADVISORY COMMITTEE (ZPAC) AS A FORMAL COMMITTEE OF THE COUNTY AND  
TRANSFERRING THE DUTIES OF ZPAC TO COUNTY STAFF MEMBERS**

WHEREAS, 55 ILCS 5/5-1041 grants counties the ability to adopt subdivision control ordinances; and

WHEREAS, Kendall County adopted the current Subdivision Control Ordinance by adoption of Ordinance 2011-06 on March 15, 2011; and

WHEREAS, the Kendall County Subdivision Control Ordinance is now contained in Chapter 30 of the Kendall County Code; and

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

WHEREAS, Sections 30-37, 30-76, 30-78, 30-98, 30-135, 36-2, 36-35, 36-36, 36-42 (c), 36-112, 36-125 (c), 36-154 (c), 36-155 (c), 36-182 (2) (d), 36-183 (b), 36-184 of the Kendall County Code define the roles and responsibilities of the Zoning and Platting Advisory Committee (ZPAC); and

WHEREAS, the Kendall County Zoning Administrator, hereinafter be referred to as “Petitioner”, desires to streamline the review process of various zoning and platting applications by transferrin the duties of ZPAC to various County Staff members; and

WHEREAS, on or about April 22, 2025, the Petitioner submitted text amendments to the Kendall County Code abolishing ZPAC as a formal committee of the County and transferring the duties of ZPAC to County Staff members; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on May 8, 2025, the Kendall County Zoning Board of Appeals conducted a public hearing on June 2, 2025, at 7:00 p.m., in the Historic Court House at 110 W. Madison Street in Yorkville, at which the Petitioner presented evidence, testimony, and exhibits in support of the requested text amendments and zero members of the public testified in favor or in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has recommended approval of the text amendments on June 2, 2025; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing, and has forwarded to the Kendall County Board a recommendation approval of the requested text amendments; and

WHEREAS, the Kendall County Board has considered the recommendations of the Planning, Building and Zoning Committee and the Kendall County Zoning Board of Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, that the Kendall County Code be amended as follows:

- I. Recitals: The recitals set forth above are incorporated as if fully set forth herein.
- II. Amended Text: The present language contained in Section 30-37 of the Kendall County Code is hereby amended to read as follows:

“Sec. 30-37. - Administration; organization.

Seven (7) ~~Eight (8)~~ offices in the County are concerned with the administration of this chapter. For the purposes of clarity these offices along with their pertinent functions are listed below:

(1) *The Plat Officer*. There is hereby created the Plat Officer who shall exercise the authority and have the responsibility provided in this chapter. The Plat Officer shall administer the provisions of this chapter and, in addition thereto, and in furtherance of said authority, shall:

- a. Maintain permanent and current records of this chapter, including amendments thereto.
- b. Receive and file all preliminary and final plats.
- c. Forward copies of the preliminary plat to other appropriate agencies for their recommendations and report.
- d. Receive and file all final plats and check their compliance with the preliminary plat.
- e. Make all other determinations required of the Plat Officer by the regulations herein.
- f. Discourage the subdividing of lands that are far in advance of the needs of the development of the County; or which, by their locations, cannot be efficiently served by public utilities, fire protection, or other community services; or which are located in areas subject to flooding, or are topographically unsuitable for development; or which, for any other reason, are being unwisely or prematurely subdivided.

(2) *Township Highway Commissioner and County Engineer*. The Township Highway Commissioner and County Engineer shall review with Plat Officer all preliminary subdivision plans and make determinations concerning street and drainage design standards and engineering specifications as stipulated herein.

(3) *Planning, Building, and Zoning Committee (PBZC)*. The Planning, Building, and Zoning Committee shall review the preliminary plat and final plat and exercise the authority and have the responsibilities provided in this chapter.

(4) *Kendall County Regional Plan Commission (KCRPC)*. The Kendall County Regional Plan Commission shall review the preliminary plat and exercise the authority and have the responsibilities provided in this chapter.

(5) *County Soil and Water Conservation District*. The County Soil and Water Conservation District shall review the preliminary plat and exercise the authority and have the responsibilities provided in this chapter.

(6) *County Health Department.* The County Health Department shall review the preliminary plat and exercise the authority and have the responsibilities provided in this chapter.

~~(7) *Zoning and Platting Advisory Committee (ZPAC).* The Zoning and Platting Advisory Committee shall review the preliminary plat and exercise the authority and have the responsibilities provided in this chapter.~~

~~(7) (8) *Sanitary and/or water reclamation districts.*~~ Sanitary and/or water reclamation districts shall review the preliminary plat and exercise the authority and have the responsibilities provided in this chapter.”

III. Amended Text: The present language contained in Section 30-76 of the Kendall County Code is hereby amended to read as follows:

“Sec. 30-76. - Preliminary plat procedure.

The procedure for preliminary plats shall be as follows:

(1) The applicant shall prepare a preliminary plat, which shall include all of the property to be subdivided, properties that are adjacent and considered to be contiguous to the proposed subdivision, together with improvement plans and other supplementary material as specified.

(2) The applicant shall submit to the Plat Officer this preliminary plat accompanied with a completed application for a preliminary plat of subdivision with the appropriate filing fees.

~~(3) The application will be placed on the agenda for the next regularly scheduled meeting of the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation.~~

~~(3) (4)~~ At the same time, the Plat Officer and the County Engineer will collaborate with the subdivider in assembling plans for the design and construction of streets, drainage systems and other such improvements as may be required by ordinance.

~~(4) (5)~~ A copy of the application and preliminary plat shall also be submitted, by the applicant, to the plan Commission of the townships in which the proposed subdivision is located and submit to the nearest municipality, if the corporate limits of the municipality are not more than one and one-half (1½) miles from the property lines of the proposed development.

~~(5) (6)~~ The application shall be reviewed by County Staff ZPAC for compliance with the regulations of this chapter and all other ordinances of the County ~~during a regularly scheduled meeting~~ within thirty (30) days of the date of the submittal of the completed application of the preliminary plat.

~~(6) (7)~~ Following review by County Staff a recommendation by ZPAC, the application shall be placed on the agenda of the next regularly scheduled meeting of the Kendall County Regional Plan Commission (KCRPC).

~~(7) (8)~~ The application shall be reviewed by KCRPC for compliance with the regulations of this chapter and all other ordinances of the County within thirty (30) days of receipt of comments from County Staff ~~the recommendation made by ZPAC~~, provided that all necessary revisions and/or supplemental information requested by County Staff ~~ZPAC~~ has been supplied to the Plat Officer.

(8) ~~(9)~~ KCRPC, within a reasonable time after the first discussion of the proposal, shall:

- a. Recommend approval or disapproval of the proposed preliminary subdivision plat and record in the official minutes its recommendation, which may include the recommendations of the County Engineer, the County Engineering Consultant, other affected agencies and/or the Plat Officer.
- b. If KCRPC finds that changes, additions or corrections are required on the preliminary plat prior to a recommendation being made by KCRPC, KCRPC shall so advise the applicant. The applicant may resubmit the preliminary plat with revisions for its consideration at the next available regular meeting of KCRPC.

~~(9) (10)~~ Upon recommended approval of the preliminary plat by KCRPC, an application for the final plat of subdivision shall be filed within one (1) year, unless otherwise extended per the provisions of this chapter per [Section 30-98](#).

~~(10) (11)~~ The following qualifications shall govern approval of the preliminary plat:

- a. Approval of a preliminary plat by KCRPC is tentative only, involving merely the general acceptability of the layout as submitted. Final approval of the preliminary plat shall be granted by the County Board at the time of final plat approval. An applicant may seek approval from KCRPC of the preliminary plat simultaneously with the final plat and/or rezoning petition at the applicant's choosing.
- b. KCRPC shall require such changes or revisions as are deemed necessary in the interest of the needs of the County.
- c. Approval of the preliminary plat shall be effective for a maximum period of one (1) year, unless upon application of the developer, KCRPC grants an extension. The application for said extension shall not require the submittal of additional copies of the plan of subdivision.

~~(11) (12)~~ The final approval of the preliminary plat is contingent upon payment of all fees for review and approval in accordance with [Section 30-39](#).”

IV. Amended Text: The present language contained in Section 30-78 (e) of the Kendall County Code is hereby amended to read as follows:

“(e) Upon receiving the complete application and review by the PBZ (Planning, Building and Zoning) staff for compliance with the regulations of this section and all other ordinances of the County the item will be forwarded to appropriate departments ~~placed on the agenda for the next regularly scheduled meeting of the Zoning, Planning and Advisory Committee (ZPAC)~~ for review and recommendation to the Planning, Building and Zoning Committee (PBZC) of the County Board. After the review by appropriate departments, ZPAC meeting this item will be placed on the agenda for the next regularly scheduled meeting of the PBZ for review and recommendation to the full County Board.”

V. Amended Text: The present language contained in Section 30-78 (f) of the Kendall County Code is hereby amended to read as follows:

“(f) Upon completion of the review by the PBZC a recommendation shall be made and the minutes of the ~~ZPAC and~~ PBZC meeting containing such recommendations shall be submitted to the full County Board.

VI. Amended Text: The present language contained in Section 30-98 (f) of the Kendall County Code is hereby amended to read as follows:

“(f) The application will be forwarded to other appropriate departments for review and comment.  
~~placed on the agenda of the next Zoning and Platting Advisory Committee (ZPAC) meeting.~~”

VII. Amended Text: The present language contained in Section 30-98 (g) of the Kendall County Code is hereby amended to read as follows:

“(g) The application shall be reviewed by County Staff ZPAC within thirty (30) days of the date of the complete original submission of the final plat. Comments from County Staff A recommendation shall be made by ZPAC and the minutes of ZPAC meeting containing such a recommendation shall be submitted to KCRPC for review and recommendation.”

VIII. Amended Text: The present language contained in Section 30-98 (h) of the Kendall County Code is hereby amended to read as follows:

“(h) Following comments from County Staff a recommendation by ZPAC, the application shall be placed on the agenda for the next regular meeting of KCRPC.”

IX. Amended Text: The present language contained in Section 30-98 (i) of the Kendall County Code is hereby amended to read as follows:

“(i) The application shall be reviewed by KCRPC within sixty (60) days of receipt of comments from County Staff by the Plat Officer, ZPAC recommendation provided any necessary revisions or supplemental information requested by County Staff ZPAC have been supplied prior to KCRPC meeting.

X. Amended Text: The present language contained in Section 30-135 (c) of the Kendall County Code is hereby amended to read as follows:

“(c) Pedestrian crosswalks not less than ten (10) feet wide shall be required where deemed necessary by the County Staff Zoning and Platting Advisory Committee to provide for pedestrian circulation or access to schools, playgrounds, shopping centers, transportation and other community facilities.”

XI. Amended Text: The present language regarding the definition of the Zoning and Platting Advisory Committee contained in Section 36-2 (c) of the Kendall County Code is hereby deleted:

~~“Zoning and Platting Advisory Committee (ZPAC) means an informal, strictly advisory committee and not a County Board committee comprised primarily of County staff and advisors. Membership includes, but is not limited to, representatives from the County PBZ Department, the Highway Department, the Health Department, the Sheriff’s Department, Forest Preserve District, Soil and Water Conservation District, and the County Engineer or consultants. The PBZ Chairman or designee, as needed, from the Planning, Building and Zoning (PBZ) Committee shall serve on ZPAC.”~~

XII. Amended Text: The present language contained in Section 36-35 (b) (5) of the Kendall County Code is hereby amended to read as follows:

“(5) Receive, file and forward applications for zoning map and text amendments, special uses, variances, planned developments and other matters which under this chapter require referral to the Regional Planning Commission, the ZBA, ~~the ZPAC~~, the PBZ Committee, or the full County Board.”

XIII. Amended Text: The present language contained in Section 36-36 (1) of the Kendall County Code is hereby amended to read as follows:

“(1) To receive from the Zoning Administrator copies of all applications for amendments and special use permits along with comments and recommendations of other appropriate departments ~~the Committee report from the ZPAC and report thereon with its recommendations.~~”

XIV. Amended Text: The present language contained in Section 36-42 (c) (2) of the Kendall County Code is hereby amended to read as follows:

“(2) A copy of such application shall thereafter be forwarded to the County Staff ZPAC, the Regional Planning Commission and to the County ZBA with a request to hold a public hearing and submit to the County Board a report of its findings and recommendations.”

XV. Amended Text: The present language contained in Section 36-112 of the Kendall County Code is hereby amended to read as follows:

“Sec. 36-112. - Processing.

(a) An application for a special use shall be filed with the Zoning Administrator.

~~(b) A copy of such application shall be forwarded to the ZPAC for review, comment, and recommendation.~~

~~(b) (e)~~ A copy of such application ~~and the Committee report from the ZPAC~~ shall thereafter be forwarded to the Regional Planning Commission for review, comment, and recommendation.

~~(c) (d)~~ A copy of such application and the ~~report reports~~ from the ~~ZPAC and~~ Regional Planning Commission shall thereafter be forwarded to the ZBA with a request to hold a public hearing and submit to the County Board a report of its findings and recommendations.

~~(d) (e)~~ The recommendation and findings of the ZBA shall be forwarded to the PBZ Committee of the County Board for review and recommendation prior to final action by the County Board.

XVI. Amended Text: The present language contained in Section 36-125 (c) (2) of the Kendall County Code is hereby amended to read as follows:

“(2) The applicant shall request a concept review of the planned development/special use, by letter addressed to the Secretary of the Regional Planning Commission, to be reviewed by County Staff placed on the agenda of ZPAC and the next regular meeting of the Regional Planning Commission for a preliminary discussion and concept review of the proposed planned development at such meeting, which may be continued from time to time. The applicant shall present such exhibits and written information as may be necessary to fully acquaint the Regional Planning Commission with the proposed development, which shall include, but not necessarily be limited to, the following:

- a. A tentative sketch plan, which may be in freehand sketch form, showing the location and extent of the types of land uses proposed.
- b. The existing topography at five (5) foot contour intervals which may be taken from USGS information.
- c. Existing streets surrounding the subject property.
- d. Existing utilities, including storm drainage facilities.
- e. The following shall be provided by either graphic exhibits or written statement:
  1. The density of commercial uses, including maximum lot coverage and building height.
  2. The off-street parking and other service facilities proposed.
  3. The exception or variations to the County zoning or subdivision requirements being requested as part of the planned development application.”

XVII. Amended Text: The present language contained in Section 36-125 (c) (4) (a) of the Kendall County Code is hereby amended to read as follows:

“a. The formal petition for a planned development shall be filed with the Zoning Administrator. The Zoning Administrator or deputies shall be responsible for distributing the complete application to the following at the appropriate time:

~~1. ZPAC.~~

1 2. Members of the Regional Planning Commission.

2 3. ZBA.

3 4. The County Board.”

XVIII. Amended Text: The present language contained in Section 36-154 (c) (1) of the Kendall County Code is hereby amended to read as follows:

“(1) The applicant shall request the preliminary plan/plat approval in addition to a petition for a zoning map amendment, by letter addressed to the PBZ or designee, ~~to be placed on the agenda of the next regular meeting of the ZPAC for a preliminary discussion of the proposed planned development. The applicant shall present such exhibits and written information as may be necessary to fully acquaint the ZPAC with the proposed development.~~”

XIX. Amended Text: The present language contained in Section 36-154 (c) (4) of the Kendall County Code is hereby amended to read as follows:

“(4) The petition shall be reviewed by ~~County Staff~~ the ZPAC within thirty (30) days of the date of the complete original submission of the final plan, and a recommendation shall be made, accompanied by such plats, exhibits and supporting documents as shall have been presented by the petitioner, each identified for reference by letter or number, together with any suggested changes therein. The director or staff shall submit applicable documents ~~minutes of the ZPAC meeting~~ containing such recommendation ~~shall be submitted~~ to the Regional Planning Commission for review and recommendation, along with any written correspondence received from any municipality or township.”

XX. Amended Text: The present language contained in Section 36-154 (c) (5) of the Kendall County Code is hereby amended to read as follows:

“(5) The petition shall be heard by the Regional Planning Commission within sixty (60) days of receipt of comments from County Staff ~~the ZPAC meeting~~ provided any necessary revisions or supplemental information requested by County Staff ZPAC have been supplied at least thirty (30) days in advance the Regional Planning Commission meeting. Upon completion of their review of the preliminary plan or plat, a recommendation shall be made, accompanied by such plats, exhibits and supporting documents as shall have been presented by the petitioner, each identified for reference by letter or number, together with any suggested changes therein. The minutes of the Regional Planning Commission meeting containing such recommendation shall be submitted to the ZBA, along with any written correspondence received from any municipality or township.”

XXI. Amended Text: The present language contained in Section 36-155 (c) (4) of the Kendall County Code is hereby amended to read as follows:

“(4) The petition will be forwarded to other appropriate departments for review and comment ~~placed on the agenda of the next regular meeting of the ZPAC for a preliminary discussion of the proposed planned development. The applicant shall present such exhibits and written information as may be necessary to fully acquaint the ZPAC with the final plat for the proposed development.~~”



XXII. Amended Text: The present language contained in Section 36-155 (c) (5) of the Kendall County Code is hereby amended to read as follows:

“(5) The petition shall be reviewed by County Staff ~~the ZPAC~~ within thirty (30) days of the date of the complete original submission of the final plan, and a recommendation shall be made, accompanied by such plats, exhibits and supporting documents as shall have been presented by the petitioner, each identified for reference by letter or number, together with any suggested changes therein. The comments of County Staff ~~minutes of the ZPAC meeting~~ containing such recommendation shall be submitted to the Regional Planning Commission for review and recommendation, along with any written correspondence received from any municipality or township.”

XXIII. Amended Text: The present language contained in Section 36-155 (c) (6) of the Kendall County Code is hereby amended to read as follows:

“(6) The petition shall be reviewed by the Regional Planning Commission within sixty (60) days of the date of the receipt of comments from County Staff by the Plat Officer ~~ZPAC meeting~~ provided any necessary revisions or supplemental information requested by County Staff ~~has ZPAC~~ have been supplied at least thirty (30) days in advance of the Regional Planning Commission meeting. Upon completion of their review of the final plat, a recommendation shall be made, accompanied by such plats, exhibits and agreements as shall have been presented by the petitioner, each identified for reference by letter or number, together with any suggested changes therein. The minutes of the Regional Planning Commission meeting containing such recommendation shall be submitted to the PBZ Committee of the County Board for review and recommendation to the County Board.”

XXIV. Amended Text: The present language contained in Section 36-182 (2) (d) of the Kendall County Code is hereby amended to read as follows:

“d. Traffic studies may be required by the County Staff ~~ZPAC~~ or the PBZ Committee. Such traffic studies should address:

1. Projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels;
2. Projected traffic flow patterns, including vehicular movements at all major intersections likely to be affected by the proposed use of the site.

Existing and proposed daily and peak hour traffic levels as well as road capacity levels shall also be provided.”

XXV. Amended Text: The present language contained in Section 36-183 (b) of the Kendall County Code is hereby amended to read as follows:

“(b) *Filing*. Petitions for site plan review shall be filed in writing with the Zoning Administrator and shall be accompanied by such documents and information as the County Staff ~~ZPAC~~ or the PBZ

Committee may require. Such documents and information shall include, but are not limited to, the following:

- (1) Completed petition for site plan review in a format developed by the County;
- (2) Application fee;
- (3) Generalized location map;
- (4) Plats and drawings depicting compliance with the aforementioned site design standards.”

XXVI. Amended Text: The present language contained in Section 36-184 of the Kendall County Code is hereby amended to read as follows:

“Sec. 36-184. - Procedure.

A written application for site plan review shall be submitted to the PBZ Department, which will schedule the item for review. Consultation with the appropriate County staff and consultants is encouraged throughout this process to ensure a minimum delay. If requested by the applicant, the County will review applications for site plan review concurrently with separate requests for rezoning or platting. The review process will include the following:

- (1) Zoning Administrator ZPAC. One (1) copy of the complete application, along with ~~three (3)~~ ~~eight (8)~~ copies of the site plan, shall be submitted by the property owner or certified agent to the Zoning Administrator. Upon submittal of a complete application, the Zoning Administrator shall forward the application and other relevant material to appropriate departments for review and comment. The appropriate departments will be given fourteen (14) days from the date that the Zoning Administrator submitted documents to them to submit comments to the Zoning Administrator. If all applicable regulations have been addressed, the Zoning Administrator shall approve the site plan. If changes are required to bring the site plan into compliance, the Zoning Administrator shall inform the applicant of the required changes and give the applicant an opportunity to amend the site plan. If the applicant fails to bring the site plan into compliance with applicable regulations, the site plan application will be denied. at least fourteen (14) days prior to the ZPAC meeting. The purpose of the ZPAC meeting will be to evaluate the completeness of the application and to provide the applicant with feedback/input on the proposed site plan. Prior to the ZPAC meeting, the Zoning Administrator shall distribute copies of the site plan to Committee members. After discussion on a proposed site plan, the ZPAC may approve, deny, or approve with modifications, or request that the applicant revise the plan and return to a future ZPAC meeting for further review.
- (2) *PBZ Committee*. Site plan decisions by the Zoning Administrator ZPAC may be appealed to the PBZ Committee.”

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 19<sup>th</sup> day of August, 2025.

Attest:

---

Kendall County Clerk  
Debbie Gillette

---

Kendall County Board Chairman  
Matt Kellogg



## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting

**Meeting Date:** 8/19/2025

**Subject:** Approval of Petition 25-07, Revocation of a Special Use Permit for an Agricultural Heliport at 15660 O'Brien Road

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

**Department:** Planning, Building and Zoning

---

### **Action Requested:**

Approval of Petition 25-07, a Request from Brock VanAsdlen for the Voluntary Revocation of a Special Use Permit for an Agricultural Heliport Granted by Ordinance 1989-13 at 15660 O'Brien Road, Minooka, (PIN: 09-21-300-014) in Seward Township; Property is Zoned A-1 with a Special Use Permit

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

Planning, Building and Zoning Committee-Approval (4-0-1) on August 14, 2025

### **Fiscal impact:**

N/A

---

### **Background and Discussion:**

On May 9, 1989, the Kendall County Board granted a special use permit for an agricultural heliport at the subject property.

Condition 1 of the special use permit stated the special use permit would terminate if the State rescinded the permit at the property.

On July 15, 2025, the Petitioner submitted a request for voluntary revocation of the special use permit. This request is attached to the proposed revocation ordinance.

The proposed revocation ordinance is also attached.

The subject property is zoned A-1. If the special use permit is revoked, the property will retain its A-1 zoning classification.

### **Staff Recommendation:**

Approval

### **Attachments:**

Proposed Revocation Ordinance

**ORDINANCE NUMBER 2025-\_\_\_\_\_**

**REVOKING A SPECIAL USE PERMIT FOR AN AGRICULTURAL HELIPORT GRANTED BY  
ORDINANCE 1989-13 AT 15660 O'BRIEN ROAD (PIN: 09-21-300-014) IN SEWARD  
TOWNSHIP**

WHEREAS, Subdivision I of Division 3 of Article II of Chapter 36 of the Kendall County Code permits the Kendall County Board to issue special use permits and place conditions on special use permits and provides the procedure through which special use permits are granted; and

WHEREAS, Section 36-115 (b) of the Kendall County Code allows a special use permit holder to request revocation of said special use by written request to the County Board; and

WHEREAS, pursuant to Section 36-115 (b) of the Kendall County Code, no public hearing is required for an owner-initiated revocation; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural District and consists of approximately 3.51 +/- acres of which a portion of the property was granted a special use permit and is identified by Parcel Identification Number 09-21-300-014, also known as 15660 O'Brien Road, in Seward Township. The legal description for the special use area is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as "the subject property"; and

WHEREAS, the Kendall County Board granted a special use permit through Ordinance 1989-13 on the subject property on May 9, 1989, for the operation of an agricultural heliport on the subject property; and

WHEREAS, Brock VanAsdlen is the owner of record of the subject property and shall hereinafter be referred to as "The Petitioner"; and

WHEREAS, The Petitioner no longer desires the special use permit and has stated in a letter as provided in attached Exhibit "B" that they voluntarily request that Kendall County revoke the special use permit on the above-referenced property; and

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

1. The Kendall County Board hereby revokes the special use permit for an agricultural heliport granted by Ordinance 1989-13 and revokes Ordinance 1989-13 in its entirety.
2. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect the revocation of the special use permit granted by Ordinance 1989-13.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 19<sup>th</sup> day of August, 2025.

Attest:

---

Kendall County Clerk  
Debbie Gillette

---

Kendall County Board Chairman  
Matt Kellogg

That part of the Southwest quarter of Section 21, Township 35 North, Range 8, East of the Third Principal Meridian, described as follows: Beginning at a point on the West line of said Southwest Quarter 1566.89 feet from the Southwest corner of said Quarter, thence North along the West line of said Quarter, 340.00 feet; thence Easterly along a line forming an angle of 90 degrees, measured from South to East, from the last described line 237.00 feet; thence Southerly along a line forming an angle of 90 degrees, measured from North to West from the last described line, 237.00 feet to the point of beginning, except that part of the Southwest Quarter of Section 21,

V-3

Township 35 North, Range 8, East of the Third Principal Meridian, described as follows: Beginning at a point on the West line of said Southwest Quarter 1696.00 feet from the Southwest corner of said Quarter; thence North along the West line of said Quarter, 204.95 feet; thence Easterly along a line forming an angle of 89 degrees 33 minutes, measured from South to East, from the last described line 232.00 feet; thence Southwesterly along a line forming an angle of 83 degrees 24 minutes, measured from West to South from the last described line, 208.00 feet; thence Westerly along a line forming an angle of 96 degrees 08 minutes, measured from North to West from the last described line, 206.49 feet to the point of beginning, in the Township of Seward, in Kendall County, Illinois. Commonly known as: 15660 O'Brien Road.

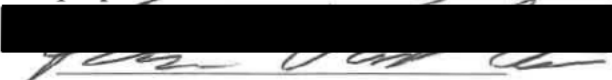
July 10, 2025

Kendall County  
Planning, Building and Zoning  
Attn: Matthew H. Asselmeier  
807 West John Street  
Yorkville, IL 60560-9249  
Phone: 630-553-4139 Fax: 630.553.4179

I, Brock Vanasdlén, am the owner of the parcel 09-21-300-014.

On May 9, 1989, the property was granted a special use (Ordinance 89-13). The special use granted in 1989 was granted for the operation of a private agricultural heliport, specifically for the storage of two helicopters.

Pursuant to Section 36-115 (b) of the Kendall County Code, I hereby voluntarily request that Kendall County revoke my special use on the above-referenced property. By signing below, I acknowledge that no public hearing shall be conducted for revocation of the special use. I understand that the requested revocation shall not become effective unless and until approved by a majority vote of the Kendall County Board. By signing below, I hereby waive my right to a public hearing and formally request the above-referenced special use be removed from my property.

  
(Signature)

7-15-25  
(Date)

Brock VanAsdén  
(Printed Name)

Attest: 

Notary Public







## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting  
**Meeting Date:** 8/19/2025  
**Subject:** Approval of Petition 25-11, Revocation of a Special Use Permit for a Private Landing Strip at 16355 Millhurst Road  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

---

### **Action Requested:**

Approval of Petition 25-11, a Request from Nancy Updike for the Voluntary Revocation of a Special Use Permit for a Private Landing Strip Granted by Ordinance 1981-06 at 16355 Millhurst Road, Plano, (PIN: 04-05-100-002) in Fox Township; Property is Zoned A-1 with a Special Use Permit

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

Planning, Building and Zoning Committee-Approval (4-0-1) on August 14, 2025

### **Fiscal impact:**

N/A

---

### **Background and Discussion:**

On July 14, 1981, the Kendall County Board granted a special use permit for a private landing strip at the subject property.

On July 24, 2025, the Petitioner submitted a request for voluntary revocation of the special use permit. This request is included with the proposed revocation ordinance.

The proposed revocation ordinance is attached.

The subject property is zoned A-1. If the special use permit is revoked, the property will retain its A-1 zoning classification.

### **Staff Recommendation:**

Approval

### **Attachments:**

Proposed Revocation Ordinance

**ORDINANCE NUMBER 2025-\_\_\_\_\_**

**REVOKING A SPECIAL USE PERMIT FOR A PRIVATE LANDING STRIP GRANTED BY  
ORDINANCE 1981-06 AT 16355 MILLHURST ROAD (PIN: 04-05-100-002) IN FOX  
TOWNSHIP**

WHEREAS, Subdivision I of Division 3 of Article II of Chapter 36 of the Kendall County Code permits the Kendall County Board to issue special use permits and place conditions on special use permits and provides the procedure through which special use permits are granted; and

WHEREAS, Section 36-115 (b) of the Kendall County Code allows a special use permit holder to request revocation of said special use by written request to the County Board; and

WHEREAS, pursuant to Section 36-115 (b) of the Kendall County Code, no public hearing is required for an owner-initiated revocation; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural District and consists of approximately 244 +/- acres of which a portion of the property was granted a special use permit and is identified by Parcel Identification Number 04-05-100-002, also known as 16355 Millhurst Road, in Fox Township. The legal description for the special use area is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property”; and

WHEREAS, the Kendall County Board granted a special use permit through Ordinance 1981-06 on the subject property on July 14, 1981, for the operation of a private landing strip; and

WHEREAS, Nancy Updike is an owner of record of the subject property and shall hereinafter be referred to as “The Petitioner”; and

WHEREAS, The Petitioner no longer desires the special use permit and has stated in a letter as provided in attached Exhibit “B” that they voluntarily request that Kendall County revoke the special use permit on the above-referenced property; and

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

1. The Kendall County Board hereby revokes the special use permit for a private landing strip granted by Ordinance 1981-06 and revokes Ordinance 1981-06 in its entirety.
2. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect the revocation of the special use permit granted by Ordinance 1981-06.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 19<sup>th</sup> day of August, 2025.

Attest:

---

Kendall County Clerk  
Debbie Gillette

---

Kendall County Board Chairman  
Matt Kellogg

## Exhibit A Legal Description

A strip of land 1,800 feet east and west and 134 feet north and south in the north half of Section 5, Township 36 North, Range 6 east of the Third Principal Meridian, in the Township of Fox, County of Kendall, State of Illinois, more particularly described as follows: Commencing at the Southwest corner of the Northwest quarter of said Section 5; thence North on the Section line, 277 feet; thence East parallel with the center line of said Section 5, 1,598 feet for a place of beginning; thence continuing East parallel to said centerline, 1,800 feet; 134 feet; thence West parallel to the center line of said Section 5, 1,800 feet; thence South parallel to the West line of Section 5, 134 feet to the point of beginning.

July 10, 2025

Kendall County  
Planning, Building and Zoning  
Attn: Matthew H. Asselmeier  
807 West John Street  
Yorkville, IL 60560-9249  
Phone: 630-553-4139 Fax: 630.553.4179

I, Wiley and Nancy Updike Trust, am the owner of the parcel 04-05-100-002.

On July 14, 1981, the property was granted a special use (Ordinance 81-06). The special use granted in 1981 was granted for the operation of a restricted landing strip, specifically for the housing of one plane.

Pursuant to Section 36-115 (b) of the Kendall County Code, I hereby voluntarily request that Kendall County revoke my special use on the above-referenced property. By signing below, I acknowledge that no public hearing shall be conducted for revocation of the special use. I understand that the requested revocation shall not become effective unless and until approved by a majority vote of the Kendall County Board. By signing below, I hereby waive my right to a public hearing and formally request the above-referenced special use be removed from my property.

  
(Signature)

7-15-25  
(Date)

Nancy Updike  
(Printed Name)

Attest:   
Notary Public





## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting

**Meeting Date:** 8/19/2025

**Subject:** Approval of Community Benefit Agreement Regarding the Solar Project Between 9417 and 9221 Corneils Road

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

**Department:** Planning, Building and Zoning

---

### **Action Requested:**

Approval of a Community Benefit Agreement Between USA Energy Independence 1, LLC and the County of Kendall, Illinois

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

Planning, Building and Zoning Committee-Approval (4-0-1) on August 14, 2025

### **Fiscal impact:**

N/A

---

### **Background and Discussion:**

This proposal requires the developer of the solar project between 9417 and 9221 Corneils Road to pay the County to offset the loss of property tax revenue caused by the development of a solar farm instead of other uses on the subject property.

The developer shall pay the County Fifteen Thousand Dollars (\$15,000), the equivalent of approximately Three Thousand Dollars (\$3,000) per megawatt, annually. The payment shall increase five percent (5%) every five (5) years.

The first payment is due within thirty (30) days after the project achieves commercial operation and subsequent payments are due by the anniversary of the first payment or on a mutual agreed date.

This proposal has the same terms as the Community Benefit Agreement for the solar project in the 10000 Block of Ament Road.

### **Staff Recommendation:**

Approval

### **Attachments:**

Proposed Agreement

## COMMUNITY BENEFITS AGREEMENT

**THIS COMMUNITY BENEFITS AGREEMENT** (“**Agreement**”) is made this 24 day of June, 2025, between USA Energy Independence 1, LLC, a Minnesota limited liability company (the “**Developer**”) and the County of Kendall, Illinois, an Illinois body politic (the “**County**”) (individually Developer and the County are each a “**Party**” and collectively are the “**Parties**”).

**WHEREAS**, Developer proposes to construct, own and operate a solar farm at parcel 02-09-400-007 and known as the Bristol Solar Development a commercial solar energy project (the “**Project**”) in the County of Kendall, Illinois and Developer has applied to the County for a special use permit for the Project;

**WHEREAS**, the Project will include a solar photovoltaic system and other ancillary Project improvements to be installed in the County;

**WHEREAS**, Developer desires to participate in and contribute to the well-being of the community;

**WHEREAS**, by this Agreement, Developer shall provide certain economic benefits to the County in addition to those substantial economic benefits the Project will already provide to the County and its citizens;

**WHEREAS**, Developer and County agree that this Agreement will provide substantial benefits to the County and its citizens, and will serve to offset any possible increased demand upon County services resulting from the operation of the Project; and

**NOW THEREFORE**, in consideration of the promises made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The recitals are adopted and incorporated as material terms of this Agreement.

2. On an annual basis during the commercial operation of the Project, Developer shall contribute the amount of Fifteen Thousand Dollars (\$15,000) to the County (the “**Contribution**”), which is approximately \$3,000 per megawatt AC of the Project. “Commercial operation” shall mean the selling of electricity to a third-party purchaser on a commercial basis (excluding the sale of test energy). The first Contribution shall be made within thirty (30) days after the Project achieves commercial operation. Subsequent Contributions shall be made on the yearly anniversary of the first annual payment, or on such other calendar date as the Parties may agree. The Contribution shall increase by 5% every five (5) years.

3. If the County does not approve the special use permit application for the Project, and/or if Developer elects not to build the Project, then this Agreement shall become null and void, and neither Party shall have any obligations hereunder. This



Agreement does not constitute any promise or representation on behalf of the County that the County will approve the special use permit application for the Project.

4. Upon termination of the commercial operation of the Project, the Contribution shall cease and this Agreement shall terminate. Developer shall pay the full annual Contribution for any calendar year during which the Project conducts commercial operations.

5. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, assigns and successors of each Party. At the time of any assignment by Developer, Developer shall provide written notice to the County of the name, address, entity type and state of incorporation of the assignee, and the name and address of the assignee's registered agent in the State of Illinois. In the event Developer assigns this Agreement, Developer shall remain obligated, as a principal and not a guarantor, to the County with respect to all of Developer's obligations, duties, liabilities, and commitments under this Agreement, including the obligation to make annual Contribution payments, unless and until the assignee agrees to assume all of the Developer's obligations, duties, liabilities, and commitments under this Agreement and the County consents to that assumption by the assignee.

6. This Agreement may be executed in one or more counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

7. Any written communication will be deemed to have been given or made on the day on which it was delivered if it is received before 5:00 p.m. on the day in question or, if such day is not a business day or if such written communication is received after 5:00 p.m., then delivery will be deemed to have occurred on the next following business day. Either Party may from time to time change its address for service hereunder by notice to the other Party. Any notice, request, demand or other instrument which may be required or permitted to be delivered, given or served upon either Party will be sufficiently delivered, given or served upon the Party in question, if in writing, and if either delivered by hand or if sent by certified mail (return receipt requested), courier or nationally recognized overnight delivery service mailed, in each case addressed as referenced below:

(A) In the case of County to:

County of Kendall  
502 S Main Street  
Yorkville IL 60560  
Attn: County Clerk

(B) In the case of Developer to:

Enterprise Energy LLC  
Attn: Daniel Gorman  
2925 Dean Parkway Ste 300

Minneapolis, MN 55416

8. Each Party acknowledges having obtained its own independent legal advice with respect to this Agreement and the transactions contemplated hereby to the fullest extent deemed necessary by each Party prior to its execution and delivery. There will be no presumption that any ambiguity in this Agreement and any documents contemplated hereby be resolved in favor of either of the Parties. The execution, delivery and performance by the Parties of this Agreement has been duly authorized by all necessary action and there are no approvals, authorizations, consents, or other action necessary to authorize either Party's execution and delivery of this Agreement.

9. This Agreement shall be governed by and be construed in accordance with the laws of the State of Illinois. Any dispute arising from this Agreement shall be adjudicated by the Circuit Court of Kendall County, Illinois.

**IN WITNESS WHEREOF**, this Agreement is executed effective as of the day and year first above written.

**USA ENERGY INDEPENDENCE 1, LLC**  
a Minnesota limited liability company

**COUNTY OF KENDALL, ILLINOIS,**  
an Illinois body politic

By: **Enterprise Energy, LLC**  
Its sole member and manager

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

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

Name: ERIC PASI

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_



## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting  
**Meeting Date:** 8/19/2025  
**Subject:** Agreement with Teska Associates, Inc. for Planning Services  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

---

### **Action Requested:**

Approval of an Agreement with Teska Associates, Inc. for Planning Services for a Period of One Year at a Cost Not to Exceed \$175 Per Hour; Related Invoices to be Paid from the Planning, Building and Zoning Department's Consultant Line Item (11001902-63630)

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

Planning, Building and Zoning Committee-Approval (4-0-1) on August 14, 2025

### **Fiscal impact:**

Maximum \$175 Per Hour

---

### **Background and Discussion:**

Teska Associates, Inc. has been Kendall County's Planning Consultant for the last twenty plus (20+) years. They served the County when the Senior Planner/Director position was vacant and/or in a backup capacity.

The attached proposed contract would continue this practice for the next year. Teska Associates, Inc. would answer general zoning questions and provide staff for various committees in the absence of the Planning, Building and Zoning Director. The contract would be valid for one (1) year. Teska Associates, Inc. would bill the County on a bi-weekly basis when services are rendered.

The changes from the 2024-2025 contract are as follows:

1. In the first paragraph, the County's address is updated to 807 W. John Street.
2. In Item C, the pay rate for an Associate increased from One Hundred Fifteen Dollars (\$115) per hour to One Hundred Twenty Dollars (\$120) per hour.
3. In Attachment A, ZPAC is removed from the list of meetings in Number 2.

This proposal is different and separate than the contract that the County has with Teska Associates, Inc. to update the County's Comprehensive Plan.

As noted in Item B, Mike Hoffman is the assigned Staff member from Teska Associates, Inc. If Mike is unavailable, the contract would need to be amended.

**Staff Recommendation:**

Approval

**Attachments:**

Proposed Contract

AGREEMENT BETWEEN  
KENDALL COUNTY  
AND  
TESKA ASSOCIATES, INC.

This AGREEMENT made and entered into this \_\_\_\_\_ day of September, 2025 by and between Kendall County, Illinois with offices at 807 W. John Street, Yorkville, IL 60560-9249, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201 and 24103 West Lockport Street, Unit 107, Plainfield, IL 60544, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS the CLIENT desires to engage the services of the CONSULTANT to provide **Planning and Zoning Support/Consulting** for Kendall County, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those services outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties of any kind, whether express or implied, with respect to its services rendered hereunder.

B. Services to be provided by the CLIENT

If any information, data, reports, records, and maps are existing and available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the services described in Attachment "A". The CLIENT designates **the Kendall County Administrator** or his/her appointee to act as its representatives with respect to the work to be performed under this Agreement, and such persons shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT shall assign Mike Hoffman as Principal-in-Charge with respect to the work to be performed under this agreement.

C. Compensation

The CONSULTANT shall be compensated for services based on hourly billing rates for professional and technical staff time devoted to the PROJECT, plus reimbursement for directly related expenses. The Consultant will not charge for travel to Kendall County. The billing rates for professional staff are:

Staff Member	Hourly Rate
Mike Hoffman, AICP, Principal, V.P.	\$165
Other Principal	\$135 to \$175
Associate	\$120

An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly. Separate accounts can be set-up for individual projects to allow the County to seek reimbursement from developers as appropriate. Invoicing will be done bi-weekly when services are rendered.

D. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit applicable invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney's fees, incurred by the CONSULTANT in legal proceedings to collect for invoices which are delinquent and payable. No interest or collection costs shall be included.

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the consultant may, after giving seven days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

E. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue for one (1) year from the date of this agreement.

F. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

G. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. CLIENT acknowledges that incomplete documents are not represented as suitable for any use or purpose, and further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored documents that occurs without the CONSULTANT'S consent and professional involvement. This includes any subsequent use or completion of any incomplete documents.

H. Dispute Resolution

The parties agree that all claims, disputes, or other matters in question that arise out of or relate to this AGREEMENT or the breach thereof shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. If mediation fails to resolve the matter, either party may initiate litigation in a court of competent jurisdiction in the State of Illinois.

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

J. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

K. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S negligence.

To the fullest extent permitted by law, the total liability in the aggregate, of the CONSULTANT to the CLIENT or anyone claiming by, through, or under the CLIENT, whether arising in tort, breach of contract, or by virtue of any other cause of action or legal theory, shall be limited to the coverage and limits of the insurance required of CONSULTANT by this Agreement.

The CONSULTANT shall indemnify and hold the CLIENT harmless from and against damages, costs, liabilities, and expenses, to the extent caused by the CONSULTANT'S negligence in the performance of its services under this Agreement.

L. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$3,000,000
Product-Completed Operation	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000
Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$500,000



IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:  
TESKA ASSOCIATES, INC.

CLIENT:  
KENDALL COUNTY



BY: \_\_\_\_\_  
Michael E. Hoffman  
Vice President

BY: \_\_\_\_\_

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

## ATTACHMENT A

### SCOPE OF SERVICES

#### The Study Area

For the purposes of this Agreement, the study area is defined Kendall County, Illinois.

#### 1. County Planning and Zoning Consultation

The CONSULTANT will assist the CLIENT with planning and zoning services as needed. This effort may include review of development applications and zoning related requests and meeting or responding via telephone or e-mail with developers, residents, and County staff/consultants as appropriate, and preparation of staff reports. All services will be at the request of the CLIENT.

#### 2. Meetings

During the period of the Agreement, the CONSULTANT may, at the request of the CLIENT, attend regular or special meetings of the Kendall County Regional Planning Commission (KCRPC), the Historic Preservation Commission (HPC), the Comprehensive Land Plan and Ordinance Committee (CLPOC), the Zoning Board of Appeals (ZBA), and the Planning, Building and Zoning Committee (PBZ).. The CONSULTANT will also be available for County Board or other meetings as requested by the CLIENT to provide planning or landscape architectural advice.

#### 3. Special Assignments

As required, the CONSULTANT will provide professional and technical assistance on special assignments related to such subjects as: intergovernmental relations, code enforcement and amendment, capital improvements, economic development, public meetings, litigation, and other topics as requested by the CLIENT during the period of this Agreement.



## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting  
**Meeting Date:** 8/19/2025  
**Subject:** Purchase of 25 Getac A140G2E Tablets  
**Prepared by:** Matthew Kinsey  
**Department:** ICT

---

### **Action Requested:**

Approval to purchase 25 Getac A140G2E tablets through the Sourcewell cooperative purchasing contract (#020624-SYN-FEE) at a total cost of \$127,525.00.

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

Facilities and Technology approved

### **Fiscal impact:**

Public Safety Capital FY 25 \$127,525.00.

---

### **Background and Discussion:**

This purchase will replace 25 devices that have reached the end of their lifecycle. The new tablets are compatible with existing HAVIS mounts, minimizing additional installation costs. This refresh aligns with ICT standards and supports continued CJIS compliance by ensuring current and secure technology is deployed. The original approved budget request was for \$115,000. This item has passed through the approval of the Facilities and Technology committee.

### **Staff Recommendation:**

Staff recommends approval to purchase 25 Getac A140G2E tablets through the Sourcewell cooperative purchasing contract (#020624-SYN-FEE).

### **Attachments:**

Please see attached quote.



## **We have prepared a quote for you**

### **Kendall County Sheriff's Office, IL - (25) A140 Fleet Refresh**

Quote # 010353

Version 1

Prepared for:

### **Kendall County Sheriff's Office - IL**

Matthew Kinsey

[mkinsey@kendallcountyil.gov](mailto:mkinsey@kendallcountyil.gov)



Wednesday, July 16, 2025

Kendall County Sheriff's Office - IL  
Matthew Kinsey  
1102 Cornell Ln  
Yorkville, IL 60560  
mkinsey@co.kendall.il.us

Dear Matthew,






As per our conversations, please find the attached proposal. For your convenience, you may use our online portal to authorize the purchase and associate the appropriate Purchase Order number.  
We appreciate the opportunity and look forward to working with you on this project.

Thank you,

*Jamie L. Isaacs*

Jamie Isaacs  
Public Safety Account Executive  
Brite

## Getac A140G2E

Description		Price	Qty	Ext. Price
SOURCEWELL-020624-SYN-FEE	Sourcewell-020624-SYN-fee	\$0.00	1	\$0.00
5262GB96C008	<b>Getac A140 Fully Rugged 14in Windows OS Tablet With 3YR Bumper To Bumper Warranty</b>  A140G2 - Intel Core i5-10210U Processor, W/ Webcam, Microsoft Windows 11 Pro x64 with 16GB RAM, 512GB PCIe SSD, Sunlight Readable (Full HD LCD + Touchscreen + Stylus), DC Power Jack + AC Adapter + US Power Cord, 8M Rear Camera, WIFI + BT + GPS / Glonass + Passthrough, Hard Handle, LAN, Smart Card reader, 3 Year Warranty B2B	\$3,560.00	25	\$89,000.00
GE-SVTBNFX5Y	<b>Bumper to Bumper + Extended Warranty- Notebook, Tablet(Year 4 &amp; 5)</b> <b>- Getac, Tablet&amp;Notebook (A/ B/ F/ K/ V/UX/X600 Series), Bumper-to-Bumper+Extended</b> 	\$575.00	25	\$14,375.00
OHHGTC801	<b>Havis Vehicle Dock with port replicator</b> 	\$632.00	25	\$15,800.00
GAD2X8	<b>Getac 120W 11-16V, 22-32V DC</b> 	\$102.00	25	\$2,550.00
GDKBU9	<b>Getac Rugged Keyboard</b> 	\$232.00	25	\$5,800.00
Subtotal:				\$127,525.00

## Kendall County Sheriff's Office, IL - (25) A140 Fleet Refresh



### Prepared by:

#### Brite

Jamie Isaacs  
1-800-333-0498  
Fax 585-758-0222  
jisaacs@brite.com

### Prepared for:

#### Kendall County Sheriff's Office - IL

1102 Cornell Ln  
Yorkville, IL 60560  
Matthew Kinsey  
(630) 553-8881  
mkinsey@co.kendall.il.us

### Quote Information:

#### Quote #: 010353

Version: 1  
Delivery Date: 07/16/2025  
Expiration Date: 08/31/2025

## Quote Summary

Description	Amount
Getac A140G2E	\$127,525.00
Total:	\$127,525.00

- Agreed upon payment terms: NET 30
- Any changes to the orders after acceptance may result in additional fees.
- Any returns must be accompanied by a return authorization and will be subject to restocking fees.
- Any returns must be approved with 30 days of shipping dates
- All services will be invoiced upfront and efforts debited against the units described above.
- All Professional Services credits are valid for a period of 1 year from time of purchase and shall be planned in advance with a minimum of four (4) week notice period
- All hardware and accessories will be invoiced when shipped.
- All software will be invoiced upon delivery of license.
- All subscriptions will be invoiced when activated.
- Terms and conditions listed within a Master Services Agreement or Statement of Work supersede any listed here.
- Travel costs will be billed separately unless otherwise stated.
- All support is considered manufacturers depot warranty support unless otherwise stated.
- All taxes on this quote are estimated. Appropriate taxes will be calculated and included at the time of Invoice.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## Kendall County Sheriff's Office - IL

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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



## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting

**Meeting Date:** 8/19/2025

**Subject:** Ordinance to Amend the Kendall County Code of Ordinances Chapter 4 Alcoholic Liquor – Gilted Edge Winery

**Prepared by:** Nancy Villa

**Department:** Administration

---

**Action Requested:**

To approve an Ordinance to Amend the Kendall County Code of Ordinances Chapter 4 Alcoholic Liquor

**Board/Committee Review:**

N/A

**Fiscal impact:**

N/A

---

**Background and Discussion:**

Gilted Edge Winery currently holds a Class H liquor license and has now applied for a Class A license. The ordinance allows the county to adjust the number of Class H and Class A licenses to approve the issuance of a Class A license for Gilted Edge Winery.

**Staff Recommendation:**

Approval of Ordinance

**Attachments:**

Ordinance to Amend the Kendall County Code of Ordinances Chapter 4 – Alcoholic Liquor – Gilted Edge Winery



**ORDINANCE NUMBER 2025-\_\_\_\_\_**

**AN ORDINANCE TO AMEND KENDALL COUNTY CODE OF ORDINANCES CHAPTER 4 – ALCOHOLIC LIQUOR (Gilted Edge Winery)**

*WHEREAS*, pursuant to the Liquor Control Act of 1934 (235 ILCS 5/4-1), a county board has the authority to determine the number, kind and classification of liquor licenses awarded in the unincorporated area of county so long as it does not conflict with state law; and

*WHEREAS*, Chapter Four of the Kendall County Code regulates the sale of alcoholic liquor within unincorporated Kendall County, including the number and type of liquor licenses; and

*WHEREAS*, Gilted Edge Winery has requested to change their liquor license classification to Class A from Class H; and

*WHEREAS*, in order for Gilted Edge Winery to obtain a Class A license, the number of Class A licenses permitted by Chapter Four of the Kendall County Code must be increased; and

*WHEREAS*, a notice of public hearing regarding Gilted Edge Winery's application was published on July 31, 2025 and that public hearing was held on August 19, 2025 at 9:00 am in the Courtroom of the Kendall County Historic Courthouse, 110 West Madison Street, Yorkville, Illinois 60560; and

*WHEREAS*, after careful consideration of all relevant information presented to the Kendall County Board, it has been determined that it is in the best interest of Kendall County to increase the permissible number of Class A licenses to 8.

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby amends the Kendall County Code of Ordinances as follows:

**SECTION 1:** The recitals set forth above are incorporated herein by reference.

**SECTION 2:** The number of Class "H" liquor licenses is decreased to two (2) and the number of Class "A" liquor licenses is increased to eight (8).

**SECTION 3:** Chapter 4, Article II, Subsection 4-56(a) is hereby amended to reflect the following number of available liquor licenses under each identified class:

Class "A"	<del>7</del> 8
Class "B"	3
Class "C"	2
Class "D"	2

Class "E"	0
Class "F"	0
Class "G"	No more than 4 during a 12-month period per qualified organization as outlined in § 4-54(a)(7)
Class "H"	<del>3</del> 2
Class "I"	10
Class "J"	1
Class "K"	1

**SECTION 4:** This ordinance shall take effect immediately upon its passage and approval by the Kendall County Board.

Approved and Adopted by the County Board of Kendall County, Illinois this 19th day of August, 2025.

Attest:

---

Matt Kellogg, County Board Chairman

---

Debbie Gillette, County Clerk

# KENDALL COUNTY SHERIFF'S OFFICE

## MONTH-END REPORT



**JULY**

**2025**

Submitted by: Sheriff Dwight A. Baird

**OPERATIONS DIVISION**

<b>POLICE SERVICES</b>	<b>July-23</b>	<b>July-24</b>	<b>June-25</b>	<b>July-25</b>
Calls for Service	813	862	852	850
Police Reports	357	381	355	361
Total Arrests	142	157	138	163
Ordinance Citations Issued	4	0	1	1

<b>TRAFFIC SERVICES</b>				
Traffic Contacts	725	1,017	375	445
Traffic Citations Issued	448	682	177	219
DUI Arrests	6	5	12	9

<b>TRAFFIC CRASH INVESTIGATIONS</b>				
Property Damage	30	44	44	46
Personal Injury	9	2	11	16
Fatalities	0	0	0	0
<b>TOTAL CRASH INVESTIGATIONS</b>	<b>39</b>	<b>46</b>	<b>55</b>	<b>62</b>

<b>VEHICLE USAGE</b>				
Total Miles Driven by Sheriff's Office	51,723	71,724	56,811	59,100
Vehicle Maintenance Expenditures	\$6,521	\$10,673	\$1,845	\$6,978
Fuel Expenditures	\$14,739	\$20,814	\$15,163	\$14,497
Fuel Gallons Purchased	4,187	5,320	4,736	4,408
Squad Damage Reports	0	0	0	1

<b>AUXILIARY DEPUTIES</b>				
Ride-A-Long Hours	0	0	0	0
Auxiliary Hours	85	100	165	139
<b>TOTAL AUXILIARY HOURS</b>	<b>85</b>	<b>100</b>	<b>165</b>	<b>139</b>

<b>EVIDENCE/PROPERTY ROOM</b>				
New Items into Property Room	101	96	170	103
Disposal Orders Processed	36	33	36	58
Items Disposed Of	109	60	191	216
Items Sent to Crime Lab for Processing	10	8	19	10

<b>INVESTIGATIONS/COPS ACTIVITIES</b>				
Total Assigned Cases (Patrol/Invest)	29	21	32	28
Total Closed Cases (Patrol/Invest)	18	18	30	28
Total Open Cases (Patrol/Invest)	112	104	164	164
Community Policing Meetings/Presentations	24	27	18	20

<b>Sex Offender / Violent Offenders Against Youth Registrations</b>				
Sex Offender Registrations	10	20	11	10
Sex Offender - Address Verifications Completed	1	10	0	0
Sex Offender - Address Verification Attempted	5	35	0	0
Total # of Sex Offenders- Jurisdiction	34	35	33	34
Total # of Sex Offenders- Entire County	86	84	93	92
Violent Offenders Against Youth Registrations	6	2	4	2
VOAY - Address Verification Completed	1	2	0	0
VOAY - Address Verification Attempted	1	6	0	0
Total # of VOAY- Jurisdiction	7	7	9	9
Total # of VOAY- Entire County	23	26	29	30

**RECORDS DIVISION**

<b>SHERIFF SALES</b>	<b>July-23</b>	<b>July-24</b>	<b>June-25</b>	<b>July-25</b>
Sales Scheduled	19	7	8	5
Sales Cancelled	10	4	1	5
Sales Conducted	9	3	7	0

**CIVIL PAPERWORK**

Papers Filed/Received	166	178	201	142
Papers Served/Executed	115	131	189	104

**ORDERS OF PROTECTION**

OP Received	19	19	29	14
OP Prohibiting Firearms	10	0	2	1
OP Served	9	23	28	19

**REPLEVINS/LEVY**

Replevin/Levy Scheduled	0	0	1	2
Replevin/Levy Conducted	0	0	1	1

**SA, SUBPOENA & FOIA REQUESTS**

Electronic and Recording Copy Requests	68	60	86	79
Body/Dash Cam Requests	na	30	53	56
Accident Reports	9	11	23	20
Background Checks	29	22	43	30
Reports	73	74	116	69
Subpoenas	3	1	6	6
<b>TOTAL REQUESTS</b>	<b>182</b>	<b>198</b>	<b>327</b>	<b>260</b>

**WARRANTS**

Total Warrants on File	1,435	1,076	1,195	1,137
New Warrants Issued	131	152	178	80
Total Warrants Served	115	111	99	116
Warrants Quashed	27	14	26	22

**EVICCTIONS**

Evictions Scheduled for Month	6	10	11	10
Evictions Cancelled	3	2	9	4
Evictions Conducted	3	8	2	6

**FEES**

Civil Process Fees	\$6,279	\$6,800	\$5,577	\$886
Sheriff Sales Fees	\$5,100	\$1,500	\$900	\$0
Records Fees/Fingerprinting	\$180	\$275	\$330	\$365
Bond Processing Fees	\$4,943	\$890	\$502	\$640
<b>TOTAL FEES COLLECTED</b>	<b>\$16,502</b>	<b>\$9,465</b>	<b>\$7,309</b>	<b>\$1,891</b>

**CORRECTIONS DIVISION****JAIL POPULATION**

New Intake Bookings	215	200	241	264
Inmates Released	213	207	245	260
Federal Inmate ADP	15	8	6	5
Kendall County Inmate ADP	63	40	42	44
Other Jurisdictions Inmate ADP	4	16	6	6
Average Daily Population	82	64	54	55
ADP of inmates housed in other Jurisdictions	8	4	4	1

<b>JAIL MEALS</b>	<b>July-23</b>	<b>July-24</b>	<b>June-25</b>	<b>July-25</b>
Number of Meals Prepared Consolidated/Aramark	7,651	6,028	5,054	5,215
Price Per Meal	\$3.07	\$3.08	\$4.53	\$4.51

#### **INMATE TRANSPORTS**

To and From Kendall County Courthouse	37	41	35	57
Other County Court Transports	4	1	1	1
Out of County Prisoner Pickups	8	17	23	26
To I.D.O.C	2	4	0	0
Medical/Dental Transports	4	7	4	2
Court ordered medical transports	0	1	1	0
Juvenile To and From Youth Homes/Courts	2	6	1	6
Federal Transports	8	4	4	0
To and From Kane County Jail	8	10	2	1
<b>TOTAL INMATE TRANSPORTS</b>	<b>73</b>	<b>91</b>	<b>71</b>	<b>93</b>

#### **INMATE WORK CREWS**

Number of Inmates	0	0	0	0
Number of Locations	0	0	0	0
Total Hours Worked	0	0	0	0

#### **REVENUE**

Amount Invoiced for Inmates Housed for Other Juris.	\$2,325	\$27,450	\$7,566	\$12,948
Amount Invoiced for Federal Housing	\$36,720	\$22,264	\$16,560	\$13,708
Amount Invoiced for Federal Court Transport	\$1,912	\$1,742	\$692	\$538
Amount Invoiced for Federal Medical Transport	\$619	\$0	\$500	\$0
<b>TOTAL INVOICED</b>	<b>\$41,577</b>	<b>\$51,456</b>	<b>\$25,318</b>	<b>\$27,194</b>

#### **MEDICAL BILLING**

Medical Contractual Services	\$20,046	\$43,833	\$24,115	\$24,145
Prescriptions	\$1,302	\$1,190	\$16,182	\$826
Medical	\$300	\$30	\$10	\$110
Dental	\$0	\$893	\$0	\$0
Emergency Medical Services	\$0	\$235	\$118	\$0
Medical Supplies	\$139	\$431	\$65	\$124
<b>TOTAL MEDICAL BILLING</b>	<b>\$21,787</b>	<b>\$46,611</b>	<b>\$40,489</b>	<b>\$25,204</b>

#### **Housing Expense**

Kane County Jail	\$16,800	\$5,100	\$0	\$0
<b>TOTAL HOUSING EXPENSE</b>	<b>\$16,800</b>	<b>\$5,100</b>	<b>\$0</b>	<b>\$5,100</b>

#### **COURT SECURITY**

Entries	10,376	11,483	12,580	12,167
Items X-rayed	4,283	4,340	5,058	4,807
Bond Call - In Person	10	106	118	142
Bond Call - Video	52	0	0	0
Kendall Prisoners	80	42	33	39
Other Prisoners	20	15	26	22
Arrests made at Courthouse	36	13	19	31
Contraband Refused	56	59	52	56

#### **ELECTRONIC HOME MONITORING**

<b>TOTAL DEFENDANTS ORDERED TO EHM</b>	<b>July-23</b>	<b>July-24</b>	<b>June-25</b>	<b>July-25</b>
Juvenile	6	7	6	3
Adult	77	63	75	85
<b>TOTAL PARTICIPANTS</b>	<b>77</b>	<b>70</b>	<b>81</b>	<b>88</b>

<b>Orders</b>	<b>July-23</b>	<b>July-24</b>	<b>June-25</b>	<b>July-25</b>
Presentenced	70	64	76	83
Bischof	31	28	37	40
Post Sentenced	7	6	5	5

<b>Days Defendants Served on EHM</b>	<b>July-23</b>	<b>July-24</b>	<b>June-25</b>	<b>July-25</b>
Juvenile	132	88	110	83
Adult	2,099	1,853	2,093	2,303
<b>TOTAL DAYS</b>	<b>2,231</b>	<b>1,941</b>	<b>2,203</b>	<b>2,386</b>

<b>EHM VIOLATIONS</b>	<b>July-23</b>	<b>July-24</b>	<b>June-25</b>	<b>July-25</b>
Juvenile	0	0	1	0
Adult	2	6	21	8
<b>TOTAL VIOLATIONS</b>	<b>2</b>	<b>6</b>	<b>22</b>	<b>8</b>

<b>COST vs. COLLECTIONS</b>	<b>July-23</b>	<b>July-24</b>	<b>June-25</b>	<b>July-25</b>
Cost	\$5,868	\$5,105	\$5,794	\$6,275
Collected	\$2,681	\$3,166	\$12,035	\$7,347

## **KCSO TRAINING**

<b>CORRECTIONS DIVISION</b>	<b>July-23</b>	<b>July-24</b>	<b>June-25</b>	<b>July-25</b>
<b>NATURE OF TRAINING</b>				
Basic First Aid				46
Bloodborne Pathogens NEOGov				12.75
CourtSmart				0.5
Enhancing Work Relationships				2
Intercept Basic Radiation Safety & Operator				2
KMS Administrator Course				1.25
LEADS LTFA				8
LEADS Re-Cert				3
Lexipol DTB's				21
OC Instructor				8
PREA: Rights, Reporting & Retaliation				2
Security & Privacy LEADS				9
Suicides in LE: A Proactive Approach to Signs & Symptoms				8
Taser 10 Instructor				64
Use of Force & Restraints in Jails/Corrections				17
<b>TOTAL HOURS</b>	<b>93.00</b>	<b>150.00</b>	<b>204.00</b>	<b>204.50</b>

<b>OPERATIONS DIVISION</b>	<b>July-23</b>	<b>July-24</b>	<b>June-25</b>	<b>July-25</b>
<b>NATURE OF TRAINING</b>				
BAO Recert				3
Case Preparation & Courtroom Testimony				2
CourtSmart				14.5
Crisis Intervention/Disturbance Calls				1.5
Emergency Medical Response				2
Firearms Restraining Order Act Awareness				14
ICS 700.b An Intro to NIMS				8
IC 100 Intro to Incident Command				4
IC 200c Basic Incident Command for Initial Response				8
LEADS Re-Cert				3
Lexipol DTB's				21
Mental Health Awareness				5
Off Duty Qual				1
Officer Stress Management				1
PREA Your Role Responding to Sexual Abuse				4
Security & Privacy LEADS				3

Small Agency Leadership Lessons for Police Executives				2
Taser 10 Energy Weapon Online Work				232
Taser 10 Instructor				64
Taser Annual Operator Update				4
Trauma Informed Response to Sexual Abuse/Assault				8
Universal Rapid Response & Deployment				312
<b>TOTAL HOURS</b>	<b>487.00</b>	<b>485.50</b>	<b>645.25</b>	<b>672.00</b>

<b>COURT SECURITY</b>	<b>July-23</b>	<b>July-24</b>	<b>June-25</b>	<b>July-25</b>
-----------------------	----------------	----------------	----------------	----------------

<b>NATURE OF TRAINING</b>				
Basic First Aid				14
Bloodborne Pathogens NEOGov				0.75
CourtSmart				3.5
Lexipol DTB's				4.5
Taser 10 Instructor				16
Use of Force & Restraints in Jails/Corrections				4
<b>TOTAL HOURS</b>	<b>20.00</b>	<b>28.25</b>	<b>15.50</b>	<b>42.75</b>

<b>ADMINISTRATION DIVISION</b>	<b>July-23</b>	<b>July-24</b>	<b>June-25</b>	<b>July-25</b>
--------------------------------	----------------	----------------	----------------	----------------

<b>NATURE OF TRAINING</b>				
CourtSmart				1
Use of Force & Restraints in Jails/Corrections				1
<b>TOTAL HOURS</b>	<b>22.75</b>	<b>30.00</b>	<b>9.00</b>	<b>2.00</b>

<b>AUXILIARY</b>	<b>July-23</b>	<b>July-24</b>	<b>June-25</b>	<b>July-25</b>
------------------	----------------	----------------	----------------	----------------

<b>NATURE OF TRAINING</b>				
Lexipol			5	3.5
<b>TOTAL HOURS</b>	<b>0.00</b>	<b>1.00</b>	<b>5.00</b>	<b>3.50</b>

<b>PART TIMERS</b>	<b>July-23</b>	<b>July-24</b>	<b>June-25</b>	<b>July-25</b>
--------------------	----------------	----------------	----------------	----------------

<b>NATURE OF TRAINING</b>				
Annual Mandatory Firearms Qual				7
CourtSmart				2.5
Emergency Medical Response				1
Firearms Restraining Order Act Awareness				1
Lexipol DTB's				3.75
Taser 10 Instructor				10
Universal Rapid Response & Deployment				48
<b>TOTAL HOURS</b>	<b>6.00</b>	<b>21.50</b>	<b>32.50</b>	<b>73.25</b>



<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>7/1/25-7/31/25</b>	<b>7/1/24-7/31/24</b>	<b>7/1/23-7/31/23</b>
<b>Line Item</b>	<b>Fund</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>
CLKFEE	County Clerk Fees	\$669.00	\$611.00	\$507.00
MARFEE	County Clerk Fees - Marriage License	\$1,650.00	\$1,710.00	\$1,500.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$25.00	\$35.00	\$10.00
CRTCOP	County Clerk Fees - Certified Copy	\$2,154.00	\$1,700.00	\$1,458.00
MISINC	County Clerk Fees - Misc	\$31.50	\$66.55	\$54.00
	County Clerk Fees - Misc Total	\$4,529.50	\$4,122.55	\$3,529.00
RECFEE	County Clerk Fees - Recording	\$25,491.00	\$23,140.00	\$19,757.00
	Total County Clerk Fees	\$30,020.50	\$27,262.55	\$23,286.00
CTYREV	County Revenue	\$65,791.50	\$79,744.00	\$45,147.50
DCSTOR	Doc Storage	\$21,628.74	\$17,307.70	\$11,226.00
GISMAP	GIS Mapping	\$45,450.00	\$41,432.00	\$35,730.00
GISRCD	GIS Recording	\$6,715.25	\$6,481.75	\$2,382.00
INTRST	Interest	\$155.38	\$81.64	\$78.64
RECMIS	Recorder's Misc	\$3,069.25	\$3,542.75	\$1,029.00
RHSP	RHSP/Housing Surcharge	\$24,084.00	\$21,996.00	\$18,252.00
TAXCRT	Tax Certificate Fee	\$920.00	\$400.00	\$800.00
TAXFEE	Tax Sale Fees	\$0.00	\$15.00	\$0.00
PSTFEE	Postage Fees			
CK # 20035	To KC Treasurer	\$197,834.62	\$198,263.39	\$137,931.14
Death Certificate Surcharge sent from Clerk's office \$2100.00 ck # 20034				
Dom Viol Fund sent from Clerk's office \$275.00 ck 20033				

# Office of Jill Ferko

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

## **Kendall County General Fund**

### QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES AS OF MONTH END 07/31/2025

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2025 YTD Actual</u>	<u>2025 YTD% %</u>	<u>2024 MTD Actual</u>	<u>2024 MTD %</u>
Personal Property Repl. Tax	\$650,000	\$365,889	56.29%	\$517,874	56.60%
State Income Tax	\$3,640,768	\$3,085,144	84.74%	\$2,844,073	88.64%
Local Use Tax	\$810,000	\$246,367	30.42%	\$495,745	61.20%
State Sales Tax	\$700,000	\$581,230	83.03%	\$537,914	89.65%
County Clerk Fees	\$300,000	\$180,867	60.29%	\$161,453	46.13%
Circuit Clerk Fees	\$1,310,000	\$965,170	73.68%	\$859,454	85.95%
Fines & Foreits/St Atty.	\$310,000	\$238,985	77.09%	\$308,734	118.74%
Building and Zoning	\$100,000	\$83,522	83.52%	\$81,127	95.44%
Interest Income	\$800,000	\$1,322,643	165.33%	\$1,603,219	246.65%
Health Insurance - Empl. Ded.	\$1,398,187	\$920,958	65.87%	\$901,323	54.81%
1/4 Cent Sales Tax	\$3,906,000	\$2,663,728	68.20%	\$2,331,616	71.09%
County Real Estate Transf Tax	\$450,000	\$366,936	81.54%	\$366,659	81.48%
Federal Inmate Revenue	\$201,480	\$157,136	77.99%	\$197,156	39.14%
Sheriff Fees	\$121,765	\$61,821	50.77%	\$84,694	78.97%
<b>TOTALS</b>	<b>\$14,698,200</b>	<b>\$11,240,393</b>	<b>76.47%</b>	<b>\$11,291,041</b>	<b>81.44%</b>
<b>Public Safety Sales Tax</b>	<b>\$8,000,000</b>	<b>\$4,844,741</b>	<b>60.56%</b>	<b>\$4,167,544</b>	<b>52.09%</b>
<b>Transportation Sales Tax</b>	<b>\$8,000,000</b>	<b>\$4,844,741</b>	<b>60.56%</b>	<b>\$4,167,544</b>	<b>52.09%</b>

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

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

## EXPENDITURES

All General Fund Offices/Categories

**\$39,451,847      \$14,803,632      37.52%      \$15,499,147**

Page 166  
**42.48%**

**Office of the Kendall County Coroner  
Jacquie Purcell**

**Monthly Report  
July 2025**

\* In July there were 35.5 hours of community service served at the Kendall County Coroner's Office.

\* Coroner Purcell & Deputy Coroner McCarron attended a training in Effingham hosted by the IL Coroners & Medical Examiners Association.

\* Chief Deputy Gotte continued and assisted as an Advisor with the Kendall County Youth Law Enforcement Academy.

\* In July, the Kendall County Coroner's Office collected:

Medications: 81 lbs.

SHARPS: 62 lbs.

\*Donation of Insulin and Diabetic Supplies: 49 lbs.

Deaths Report to the M.E.		Deaths Investigations	
July 2025	33	July 2025	8
YTD	252	YTD	41

MEI Scene Investigations		Postmortem Examinations	
July 2025	6	July 2025	2
YTD	42	YTD	16

Manner of Death						
	Natural	Accident	Suicide	Homicide	Undetermined	Pending
July 2025	28	4	0	0	1	0
YTD	229	11	9	0	2	1

Cremation Permits Issued	
July 2025	26
YTD	167

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2025-0221	Natural	Neoplasm/Cancer	02-09-1945	07-01-2025	None	No
2025-0222	Accident	MVCrash-Driver	10-08-2004	07-01-2025	Toxicology	Yes
2025-0223	N/A	Cardiac	02-29-1924	07-02-2025	None	No
2025-0224	Natural	Neoplasm/Cancer	08-17-1946	07-03-2025	None	Yes
2025-0225	Natural	Neoplasm/Cancer	02-02-1966	07-03-2025	None	No
2025-0226	Natural	Diabetes	11-01-1960	07-06-2025	None	Yes
2025-0227	Natural	Neoplasm/Cancer	07-01-1973	07-07-2025	None	No
2025-0228	Natural	Nervous System	09-22-1933	07-07-2025	None	No
2025-0229	Accident	Fall-Standing Height	04-02-1952	07-08-2025	Full	Yes
2025-0230	Natural	Neoplasm/Cancer	04-17-1925	07-09-2025	None	No
2025-0231	Natural	Pulmonary	11-05-1943	07-09-2025	None	No
2025-0232	Natural	Chronic Alcoholism	04-02-1985	07-11-2025	None	No
2025-0233	Natural	Dementia-Alzheimers	01-04-1944	07-11-2025	None	No
2025-0234	Natural	Neoplasm/Cancer	07-31-1948	07-11-2025	None	Yes
2025-0235	Natural	Pulmonary-COPD	08-22-1948	07-11-2025	None	No
2025-0236	Accident	Infection-Lung	05-30-1965	07-14-2025	Full	Yes
2025-0237	Natural	Cardiac-Infarct NOS	07-10-1947	07-14-2025	None	No
2025-0238	Natural	Neoplasm/Cancer	03-17-1961	07-16-2025	None	No
2025-0239	Natural	Neoplasm/Cancer	11-05-1951	07-16-2025	None	No
2025-0240	Natural	Neoplasm/Cancer	04-24-1960	07-16-2025	None	No
2025-0242	Natural	Dementia-Alzheimers	05-29-1943	07-18-2025	None	No
2025-0243	Natural	Pulmonary	12-22-1945	07-21-2025	None	No
2025-0244	Natural	Cardiac	01-02-1938	07-21-2025	None	No
2025-0245	Natural	Dementia-Alzheimers	08-10-1944	07-21-2025	None	No
2025-0246	Natural	Cardiac	07-07-1967	07-22-2025	None	No
2025-0247	Natural	Cardiac-Cardiomyopathy	04-23-1946	07-23-2025	None	No
2025-0248	Natural	Neoplasm/Cancer	01-16-1937	07-23-2025	None	No
2025-0249	Natural	Neoplasm/Cancer	06-16-1929	07-24-2025	None	No
2025-0250	Natural	Neoplasm/Cancer	11-20-1973	07-26-2025	None	No
2025-0251	Natural	Neoplasm/Cancer	06-10-1929	07-27-2025	None	No
2025-0252	Accident	Fall	07-15-1950	07-27-2025	None	No
2025-0253	Natural	Neoplasm/Cancer	12-17-1955	07-28-2025	None	No
2025-0254	Natural	Dementia-Alzheimers	09-08-1947	07-28-2025	None	No

# **Kendall County Emergency Management Agency**

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Rob DeLong, Deputy Director

## **Emergency Management Report**

**July 2025**

### **○ KCEMA Operations**

- D4H – The Illinois REP team (Nuclear safety) has committed to paying for all of the D4H subscription fee and the extra fee for adding additional uses. Once we are awarded our REP grant, we'll add the county municipalities, fire departments, police, and school districts to join the incident management portal.
- We plan to look at our first sessions on "Emergency Preparedness for Children" this fall. Beth Drendell of Kane County EMA would teach the first session.
- We're going to be a part of the Oswego school district #308 full-scale exercise next year. We'd utilize the FEMA HSEEP method to build the event.
- KCEMA responded to the car vs Portillo's accident on Wednesday, July 30<sup>th</sup>. KCEMA units blocked the access road around Portillio's as the scene was worked by Oswego Fire and Police.
- KCEMA members attended a Wake for Bill Potaci, New Lenox EMA Deputy Director
- BPG Liaison Meeting – Pipeline safety training.

### **○ Nuclear**

- KCEMA created our 2025/26 REP grant application. No word on when the grant will be awarded.
- We've closed out our 2024/25 REP grant.

### **○ UCP**

- "work night" went well on the UCP. Several maintenance activities were performed.
- ILEAS is hosting a communications exercise this summer; "Prairie Voice" on Saturday, August 9th. We were a participant. The exercise will be centered on the UCP communications operations. The event will serve as a demonstration of particular communications skills for our member's "task books" for certain qualifications. Update in August
- The UCP was at the Corn Boil in Sugar Grove in July.
- The UCP was in Yorkville Town Square Park for the 4<sup>th</sup> of July.

- **Search & Rescue**
  - KCEMA SAR assisted the Kane Sheriff's Office in an attempt to find evidence - gun used in crime.
- **CERT**
  - The Oswego CERT class for adults was postponed due to lack of students. We'll try again this fall.
  - We delivered several CERT sessions to the Sheriff's Youth Academy students and provided each student with a CERT pack.
- **Meetings/Training/Volunteers/Details**
  - KCEMA Leadership Meetings
  - Monthly Starcom/IPAWS Monthly Testing
  - Monthly nuclear NARS alert testing
  - The next KCEMA monthly meeting is August 18<sup>th</sup>.
  - Kendall County Association of Chiefs.

To: Law, Justice and Legislation Committee Board Members  
 Kendall County Board  
 Kendall County, Illinois  
 From: Jason D. Majer, Kendall County Public Defender

KCBoard@kendallcountyil.gov  
 dgillette@kendallcountyil.gov

**MONTHLY REPORT OF NUMBER OF CASES ASSIGNED AND CLOSED FOR EACH PUBLIC DEFENDER**

**AS OF AUGUST 2025**

	<b><u>J. MAJER</u></b>	<b><u>C. WHEATON</u></b>	<b><u>K. GUSTAFSON</u></b>	<b><u>R.LANCILOTI</u></b>	<b><u>B.KROEGER</u></b>	<b><u>S. HOLLMEYER</u></b>	<b><u>New Files</u></b>	<b><u>TOTAL</u></b>
<b>Criminal Felony:</b>	<b>140</b>	<b>194</b>	<b>273</b>			<b>86</b>	<b>145</b>	
Class M-	4							
Class X-	3	27	3					
Class 1-	2	12	9					
Class 2-	46	54	68					
Class 3-	29	36	80			43		
Class 4-	55	63	113			43		
<b>MX/SVP/Post C.:</b>	<b>1</b>	<b>2</b>	<b>4</b>					
<b>Criminal CM:</b>	<b>26</b>	<b>24</b>	<b>79</b>	<b>54</b>	<b>32</b>	<b>72</b>	<b>44</b>	
<b>Criminal DUI/DT:</b>	<b>14</b>	<b>1</b>	<b>5</b>	<b>22</b>	<b>26</b>	<b>16</b>	<b>25</b>	
<b>Criminal DV:</b>	<b>17</b>	<b>9</b>	<b>7</b>	<b>66</b>	<b>49</b>	<b>69</b>	<b>46</b>	
<b>Traffic Offenses (TR):</b>	<b>12</b>	<b>30</b>	<b>43</b>	<b>113</b>	<b>12</b>	<b>78</b>	<b>16</b>	
<b>Traffic Offenses (MT):</b>	<b>22</b>	<b>8</b>	<b>25</b>	<b>150</b>	<b>122</b>	<b>157</b>	<b>147</b>	
<b>Juvenile JA/Truancy JV:</b>			<b>7</b>	<b>76</b>	<b>129</b>	<b>92</b>	<b>21</b>	

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>R.LANCILOTI</u>	<u>B.KROEGER</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
<b>Juvenile JD:</b>			<b>1</b>	<b>39</b>	<b>27</b>	<b>21</b>	<b>7</b>	
Class X-					1	5		
Class 1-				1	1	2		
Class 2-				8	2	2		
Class 3-				10	4	3		
Class 4-			1	9	3	2		
CM-				11	16	7		
<b>Criminal Contempt:</b>								
<b>Civil Law/Other:</b>							1	
<b>Conditions Call Only:</b>							32	
Total Open/AUG-25:	<b>231</b>	<b>266</b>	<b>444</b>	<b>520</b>	<b>397</b>	<b>591</b>		<b>2,449</b>
Total Open/JUL-25:	<b>216</b>	<b>243</b>	<b>441</b>	<b>469</b>	<b>476</b>	<b>542</b>		<b>2,387</b>
Total Closed/JUL-25:	<b>105</b>	<b>59</b>	<b>57</b>	<b>64</b>	<b>0</b>	<b>45</b>		<b>330</b>
Total New Files-JUL-25:	<b>52</b>	<b>78</b>	<b>72</b>	<b>85</b>	<b>80</b>	<b>85</b>		<b>452</b>