

COUNTY OF KENDALL, ILLINOIS ECONOMIC DEVELOPMENT & ADMINISTRATION

Kendall County Historic Courthouse 110 W. Madison Street, Yorkville IL 60560 Wednesday, September 17, 2025, 5:30 PM

- 1. Call to Order
- 2. Roll Call: Dan Koukol (Chairman), Brooke Shanley(Vice Chair) Elizabeth Flowers, Seth Wormley, Scott Gengler
- 3. Approval of Agenda
- 4. Approval of Minutes from July 16 2025, Committee Meeting (p.2)
- 5. Committee Reports and Updates
 - A. Animal Control Department Update Director Taylor Cosgrove (p.5)
 - B. Emergency Management Agency Update Director Roger Bonuchi (p.18)
 - C. Revolving Loan Status Update Finance & Budget Analyst Jennifer Breault (p.20)
 - D. Kendall Area Transit Update- PCOM Jennifer Breault (p.21)
 - E. Economic Development Update Economic Development Coordinator Todd Volker (p.23)
- 6. New Committee Business
 - A. Discussion and Approval of Advertising Policy (p.27)
 - B. Discussion and Approval of RFP for Advertisement on Kendall Area Transit Vehicles (p.31)
 - C. Rabies citation discussion
 - D. Approval of a First Amendment to the Greater Chicagoland Economic Partnership Agreement (p.61)
- 7. Old Committee Business
- 8. Chairman's Report
- 9. Public Comment
- 10. Executive Session
- 11. Items for Committee of the Whole
- 12. Action Items for County Board
- 13. Adjournment

COUNTY OF KENDALL, ILLINOIS ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE Meeting Minutes for Wednesday, July 16, 2025, at 5:30 p.m.

Call to Order: The meeting was called to order by Committee Chair Dan Koukol at 5:31 p.m.

Roll Call

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

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

<u>Staff Present</u>: Christina Burns, Latreese Caldwell, Jennifer Breault, Natalia Borowska, Taylor Cosgrove, Brianne Falk and Roger Bonuchi

<u>Approval of Agenda</u> – Member Gengler made a motion to approve the agenda, second by Member Shanley. <u>With three (3) members voting aye, the motion was carried by a vote of 3 - 0.</u>

<u>Approval of Minutes</u> – Member Gengler made a motion to approve the April 16, 2025 Committee Meeting minutes, second by Member Shanley. <u>With three (3) members voting aye, the motion was carried by a vote of 3 - 0.</u>

Committee Reports and Updates

A. Animal Control Department Update -

Taylor Cosgrove, Director of Animal Control, directed the committee to the supplement packet for reports and updates, and page 5 of the packet for June FY25 financial statements. Ms. Cosgrove stated that bites in general decreased but are working on three dangerous dog investigations. Animal Control has seen an Increase in both dog and cat intakes and unfortunately length of stay has increased for cats. They have also worked on two big court cases involving chickens that have taken a lot of staff time. They have also recently rescued over 60 cats from a hoarding situation. The *Clear the Shelter* event is a nationwide event to encourage pet adoptions. This year it will be scheduled for a week in August. This event will be advertised by local NBC affiliates and staff will be hosting different events throughout the month of August. The committee discussed staffing and space concerns for Animal Control.

B. Emergency Management Agency Update –

Roger Bonuchi EMA director updated the committee on KCEMA Operations for the month. His report is included in the packet(page 9). He mentioned that they have received several search and rescue calls in June, and the summer intern has worked on updating the Emergency Operation Plan and was a huge asset to EMA with her organizational skills. The Oswego CERT class for adults was postponed due to lack of participation, they will post again in the fall.

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C. Revolving Loan Status Update -

Jennifer Breault, Finance and Budget Analyst, guided the committee to page 11 of the packet for the updates on the revolving loan status. As of today, every loan is in good standing, with the exception of Lucky's Beef N Dogs.

D. Kendall Area Transit Update -

Jennifer Breault, Finance and Budget Analyst, directed the committee to page 12 of the packet for the Kendall Area Transit year-end report. The Voluntary Action Center's year- end is June 30th, she noted that ridership is up 10% over last year.

E. Economic Development Update -

Todd Volker, the Economic Development Coordinator, provided an update to the Committee regarding the Economic Development department, as detailed in his report on page 17 of the packet. The spring job fair was hugely popular, and for the fall job fair they will be looking for a larger space. EDA is coordinating a factory tour at MTH Pumps scheduled for the fall, in celebration of Manufacturing Month in October.

New Committee Business

A. Discussion of three new vans for Kendall Area Transit (KAT)

Jennifer Breault, KAT PCOMM stated that they currently have 24 ADA buses and eight ADA vans, which includes the recently acquired three brand new vans. The financing for the purchase came from the Rebuild Illinois CVP grant, in this program the County pays for the purchase, then gets reimbursed by the State (IDOT).

B. <u>Discussion and Approval of Advertising Policy</u>

Jennifer Breault, KAT PCOMM briefed the committee on the purpose of the Advertising Policy. The policy will provide guidance to Kendall County on acceptable forms of advertising for the KAT program on or inside KAT vehicles, bus shelters or other assets and media owned by Kendall County. The idea is that bus advertising can provide an additional revenue source for the KAT program. Ms. Breault has been in contact with the City of Quincy Transit Director, and he suggested to put an Advertising Policy in place first before going out for bid. The advertising would involve wrapping some vehicles partially, and other vehicles could potentially get full wraps (the ones that have not been wrapped in the new branding and also advertising inside the vehicle. County Administrator Christina Burns stated that the content of the policy will be for commercial good, services, not political advertising or used as a public forum for opinions. There will be an approval process along with an appeal process for any potential advertising. It is the consensus of this committee to have the policy forwarded to the State's Attorney for review and then be brought back to the next EDA meeting.

C. Discussion and Approval of RFP for Advertisement on Kendall Area Transit Vehicles

Jennifer Breault, KAT PCOMM explained that the goal of the RFP would be to find an advertising company that would secure the advertising (sales), create the ad, pay for the wrapping and Kendall County would get a split of the revenue. The City of Quincy negotiated a 50%/50% split and that would be the goal for KAT. The RFP will be sent to State's Attorney for review before it would be posted after the Advertising Policy has been approved.

D. <u>Discussion of Economic Development Branding and Marketing</u>

Management Analyst Natalia Borowska provided an update to the committee regarding recent activities, including collaborations with the Administration intern. Currently, efforts are underway to revise the Economic Development section of the County website to improve its clarity, functionality, and user experience. The staff is informing the committee about the proposed changes, which will incorporate additional multimedia content aimed at attracting and supporting prospective businesses and investors. The updated site will include comprehensive demographic information and details about any incentives offered by Kendall County. It will also feature the "Made in Kendall" program and a rotating business spotlight. Additionally, the committee discussed the development of a county tagline; suggested ideas can be found on page 21 of the packet.

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Old Committee Business - None

Chairman's Report - None

Public Comment - None

Executive Session - None

Action Items for Committee of the Whole - None

Action Items for County Board - None

<u>Adjournment</u> - Member Shanley made a motion to adjourn, second by Member Gengler. <u>With three (3) members</u> <u>present voting aye; the meeting was adjourned at 6:16 p.m.</u>

Respectfully submitted, Sally Seeger Recorder/Administrative Assistant

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ED&A Committee Meeting 9/17/25

Animal Control Director, Taylor Cosgrove

- 1. Reports
 - a. August Bites
 - b. August Kennel Stats
 - c. August LOS
 - d. Jan-Aug Kennel Stat Compare ('24-'25)
 - e. Jan-Aug Kennel no-compare ("Other" Animals Included)
- 2. Upcoming Events
 - a. Fox Republic 9/20/25 from 1-5 PM (adoption event)
 - b. Midland States Bank 10/17/25 from 10-4 (community event)
- 3. Initial Draft Proposal for Kendall County Animal Control to write County ordinance citations for Rabies Vaccination and Rabies Tag/Registration in-house.

Kendall County Animal Control

802 John Street Yorkville IL 60560



Bites between 8/1/2025 and 8/31/2025

<u>Date</u>	<u>Pet Name</u>	<u>animalid</u>	Breed	<u>Vaccinated</u>	<u>Altered</u>	Victim/Owner	Multiple Bites	bite severity	<u>euthanized</u>
08/02/2025	FINN	A032815	GOLDEN RETR	NOT UTD	ALTERED	OWNER	NO	2	No
08/06/2025	SHY	A037880	BELG MALINOIS	UTD	ALTERED	VICTIM	NO	2	No
08/06/2025	NIKE	A055521	BOXER / MIX	NOT UTD	ALTERED	VICTIM	NO	2.5	No
08/07/2025	BOMBOM	A034944	POODLE TOY	UTD	ALTERED	VICTIM	NO	2.5	No
08/08/2025	COOPER	A055504	MALTESE / MIX	NOT UTD	ALTERED	VICTIM	NO	3	No
08/08/2025	HANK	A055505	LABRADOR RETR	NOT UTD	ALTERED	OWNER	NO	2	No
08/11/2025	COOKIE	A055503	PIT BULL	NOT UTD	UNALTERED	OWNER	NO	2.5	No
08/11/2025	MIA	A028830	ROTTWEILER	UTD	ALTERED	VICTIM	NO	2.5	No
08/13/2025	PUFFY	A006346	DOMESTIC SH	NOT UTD	ALTERED	OWNER	NO	2.5	No
08/13/2025	STRAY CAT	A055506	DOMESTIC SH	NOT UTD	UNALTERED	VICTIM	UNK	2.5	No
08/13/2025	WILLIOW	A055751	AUST CATTLE DOG / MIX	UTD	ALTERED	VICTIM	NO	5	No
08/16/2025	KODA	A051607	PIT BULL / MIX	UTD	ALTERED	OWNER	YES	2	No
08/17/2025	BULLWINKLE	A015862	MIXED	UTD	ALTERED	OWNER	NO	3	No
08/21/2025	CEASAR	A055559	GERM SHEPHERD	NOT UTD	ALTERED	VICTIM	YES	3	No
08/22/2025	RIZZO	A055694	MIXED	NOT UTD	ALTERED	VICTIM	NO	2	No
08/25/2025	UNKNOWN	A007759	GERM SHEPHERD	NOT UTD	UNALTERED	VICTIM	UNK	2.5	No
08/31/2025	BEAR	A026525	LABRADOR RETR / MIX	UTD	ALTERED	OWNER	NO	2.5	No

Breed	Total
Total	17
CAT	2
DOMESTIC SH	2
DOG	15

Date	<u>Pet Name</u>	<u>animalid</u>	Breed	
			Total	
	AUST CATTLE DOG / MIX			1
	BELG MALINOIS			1
	BOXER / MIX			1
	GERM SHEPHERD			2
	GOLDEN RETR			1
	LABRADOR RETR			1
	LABRADOR RETR / MIX			1
	MALTESE / MIX			1
	MIXED			2
	PIT BULL			1
	PIT BULL / MIX			1
	POODLE TOY			1
	ROTTWEILER			1



Kennel Statistics Report Intakes from 08/01/25 to 08/31/25

	CAT	DOG	KITTEN	OTHER	PUPPY	TOTAL
OWNER SUR	2	10	11	Ò	0	23
STRAY	12	22	24	4	2	64
TOTAL	14	32	35	4	2	87

Kennel Statistics Report Outcomes from 08/01/25 to 08/31/25

		CAT	DOG	KITTEN	OTHER	PUPPY	TOTAL
ADOPTION		10	11	10	2	0	33
	TOTAL	10	11	10	2	0	33
DIED		0	0	0	1	0	1
	TOTAL	0	0	0	1	0	1
EUTH		1	1	0	0	0	2
	TOTAL	1	1	0	0	0	2
RELOCATE		12	0	0	0	0	12
	TOTAL	12	0	0	0	0	12
RTO		3	16	0	1	0	20
	TOTAL	3	16	0	1	0	20
TRANSFER		10	4	25	1	1	41
	TOTAL	10	4	25	1	1	41
TOTAL		36	32	35	5	1	109

Average Length Of Stay

8/1/2025 - 8/31/2025

Statistics based off intakes in listed date range. NON LR includes all non live-releases, such as EU, Escaped, Missing, Died, etc.
Live Releases Only includes Adoption, Relocate, Rescue, RTO and Transfer outcomes. *Fosters not factored into totals.

Formula: (total amount) / (total average)

		# Animals	Avg Days
OPTION		13	15.38
STER*		2	
LOCATE		2	19.00
0		3	1.67
RANSFER		29	10.52
STER			0.00
	Total:	49	10.66
	OOPTION OSTER* ELOCATE O RANSFER OSTER	OSTER* ELOCATE O RANSFER OSTER	OOPTION 13 OSTER* 2 ELOCATE 2 TO 3 RANSFER 29 OSTER

DOG			# Animals	Avg Days
	ADOPTION		8	20.38
	FOSTER*		6	
	RTO		17	1.35
	TRANSFER		3	10.67
	FOSTER			0.00
		Total:	34	6.79



Kennel Statistics Report Intakes from 01/01/25 to 08/31/25

	CAT	DOG	KITTEN	OTHER	PUPPY	TOTAL
BORN	0	0	17	0	0	17
CONFISCATE	68	14	16	662	1	761
OWNER SUR	28	88	24	10	1	151
RETURN	0	5	0	0	0	5
STRAY	103	189	67	9	7	375
TRANSFER	1	1	0	0	0	2
TOTAL	200	297	124	681	9	1,311

Kennel Statistics Report Outcomes from 01/01/25 to 08/31/25

		CAT	DOG	KITTEN	OTHER	PUPPY	TOTAL
ADOPTION		62	83	28	9	5	187
	WALKIN	0	1	0	0	0	1
	WEB	1	4	0	0	0	5
	TOTAL	63	88	28	9	5	193
DIED		1	0	10	142	0	153
	TOTAL	1	0	10	142	0	153
DISPOSAL		5	3	0	2	0	10
	TOTAL	5	3	0	2	0	10
EUTH		10	21	3	231	0	265
	BEH SEVERE	0	1	0	0	0	1
	TOTAL	10	22	3	231	0	266
RELOCATE		18	0	0	0	0	18
	TOTAL	18	0	0	0	0	18
RTO		14	143	0	2	0	159
	MICROCHIP	0	2	0	0	0	2
	PHONE	0	2	0	0	0	2
	TAG ID	0	1	0	0	0	1
	WEB	1	0	0	0	0	1
	TOTAL	15	148	0	2	0	165
TRANSFER		60	41	71	292	4	468
	TOTAL	60	41	71	292	4	468
TOTAL		172	302	112	678	9	1,273



Kennel Comparisons Statistics

take Comparisons"	1/1/24 to 8/31/24		TENED TO	
Dogs	170	196	Û	12.0 %
Strays	175		Û	
Owner Surrenders	80	94		17.5 %
BORN	5	0	Û	100.0 %
CONFISCATE	28	15	1	46.4 %
TRANSFER	0	1	Û	100.0 %
Total Dogs Received:	288	306	Û	6.3 %
Cats				
Strays	146	170	Û	16.4 %
Owner Surrenders	52	52	1	- %
BORN	0	17	Û	1700.0 %
CONFISCATE	0	84	Û	8400.0 %
TRANSFER	0	1	Û	100.0 %
Total Cats Received:	198	324	Û	63.6 %
Total Intakes:	486 1/1/24 to 8/31/24	630 1/1/25 to 8/31/25	Û	29.6 %
stcome Comparisons"			Û	29.6 %
ntcome Comparisons" Dogs			Û	29.6 % 13.4 %
stcome Comparisons"	1/1/24 to 8/31/24	1/1/25 to 8/31/25		-(,-0),
Dogs Adoption Euthanasia	1/1/24 to 8/31/24 82	1/1/25 to 8/31/25 93	Û	13.4 %
Dogs Adoption	1/1/24 to 8/31/24 82 18	1/1/25 to 8/31/25 93 22	Û	13.4 % 22.2 %
Adoption Euthanasia Return to Owner	1/1/24 to 8/31/24 82 18 121	1/1/25 to 8/31/25 93 22 148	Û Û Û	13.4 % 22.2 % 22.3 %
Adoption Euthanasia Return to Owner DIED	82 18 121 1	1/1/25 to 8/31/25 93 22 148 0	Û Û Û	13.4 % 22.2 % 22.3 % 100.0 %
Adoption Euthanasia Return to Owner DIED DISPOSAL	82 18 121 1 4 49	93 22 148 0	Û Û Û J	13.4 % 22.2 % 22.3 % 100.0 % 75.0 %
Adoption Euthanasia Return to Owner DIED DISPOSAL TRANSFER	82 18 121 1 4 49	93 22 148 0 1 45		13.4 % 22.2 % 22.3 % 100.0 % 75.0 % 8.2 %
Adoption Euthanasia Return to Owner DIED DISPOSAL TRANSFER Total Dogs Dispositioned:	82 18 121 1 4 49	93 22 148 0 1 45		13.4 % 22.2 % 22.3 % 100.0 % 75.0 % 8.2 % 12.36
Adoption Euthanasia Return to Owner DIED DISPOSAL TRANSFER Total Dogs Dispositioned: Cats	82 18 121 1 4 49 275	93 22 148 0 1 45 309		13.4 % 22.2 % 22.3 % 100.0 % 75.0 % 8.2 % 12.36 1.1 % 7.1 %
Adoption Euthanasia Return to Owner DIED DISPOSAL TRANSFER Total Dogs Dispositioned: Cats Adoption	1/1/24 to 8/31/24 82 18 121 1 4 49 275	93 22 148 0 1 45 309		13.4 % 22.2 % 22.3 % 100.0 % 75.0 % 8.2 % 12.36 1.1 % 7.1 % 40.0 %
Adoption Euthanasia Return to Owner DIED DISPOSAL TRANSFER Total Dogs Dispositioned: Cats Adoption Euthanasia	1/1/24 to 8/31/24 82 18 121 1 4 49 275 90 14 25 2	93 22 148 0 1 45 309 91 13 15 11		13.4 % 22.2 % 22.3 % 100.0 % 75.0 % 8.2 % 12.36 1.1 % 7.1 % 40.0 % 450.0 %
Adoption Euthanasia Return to Owner DIED DISPOSAL TRANSFER Total Dogs Dispositioned: Cats Adoption Euthanasia Return to Owner	1/1/24 to 8/31/24 82 18 121 1 4 49 275 90 14 25 2	93 22 148 0 1 45 309 91 13 15 11 5		13.4 % 22.2 % 22.3 % 100.0 % 75.0 % 8.2 % 12.36 1.1 % 7.1 % 40.0 % 450.0 % 150.0 %
Adoption Euthanasia Return to Owner DIED DISPOSAL TRANSFER Total Dogs Dispositioned: Cats Adoption Euthanasia Return to Owner	1/1/24 to 8/31/24 82 18 121 1 4 49 275 90 14 25 2	93 22 148 0 1 45 309 91 13 15 11		13.4 % 22.2 % 22.3 % 100.0 % 75.0 % 8.2 % 12.36 1.1 % 7.1 % 40.0 % 450.0 % 1800.0 %
Adoption Euthanasia Return to Owner DIED DISPOSAL TRANSFER Total Dogs Dispositioned: Cats Adoption Euthanasia Return to Owner	1/1/24 to 8/31/24 82 18 121 1 4 49 275 90 14 25 2	93 22 148 0 1 45 309 91 13 15 11 5		13.4 % 22.2 % 22.3 % 100.0 % 75.0 % 8.2 % 12.36 1.1 % 7.1 % 40.0 % 450.0 % 150.0 %

Total Outcomes:	469	593	Û	26.4 %
Total Outcomes.	403	350		

Animals in the Shelter on 9/16/2025	CAT	DOG	Total	
	53	30	83	



Financial Statements FY25 August 2025

KENDALL COUNTY ANIMAL CONTROL FUND #1301 Statement of Revenues And Expenditures 8/30/2025

	CURRENT YEAR							PRIOR YEAR		VARIANCE	
DEVENIJE		FY25 Budget		August Actual		FY25 YTD	YTD Percent of Budget		FY24 YTD		25 YTD v. Y24 YTD
REVENUE Fines & Fees	\$	50,000		8,228		52.958	106%		51,776	\$	1,181
Miscellaneous	Ψ	100		-		-	10070		425	Ť	(425)
Donations		5,000		_		219	4%		29,010		(28,791)
Rabies Tags Sold		320,000		14,059		219,860	0%		195,410		24,450
Intact Registration Fee		13,000		790		10,435	80%		11,530		(1,095)
Total Revenue	\$	388,100	\$	23,077	\$	283,472	73%	\$	288,151	\$	(4,679)
EXPENDITURE											
Salaries-Part-Time		93,444		7,991		60,851					
Salaries-Full Time		38,613		4,439		28,532					
Salaries - Other				-		155			72,933		(72,778)
Salaries - Administration		15,000		1,731		10,961	73%		8,469		2,492
Sal Animal Control Warden		70,000		8,077		51,154	73%		46,307		4,847
Sal Asst Animal Ctrl Warden		47,590		6,093		36,760	77%		33,616		3,144
Salaries - Overtime		510				18	3%		140		(123)
Office Supplies		1,500		81		576	38%		682		(106)
Postage		1,600		92		827	52%		726		102
Training		2,500		409		995	40%		2,354		(1,359)
Cellular Phones		1,200		85		762	64%		761		1
Contractual Services		6,000				6,300	105%		5,760		540
Equipment		4,000		1,024		6,102	153%		3,614		2,488
Vehicle Maintenance / Repairs		1,600		762		2,959	185%		-		2,959
Gasoline / Fuel / Oil		100		(122)					-		-
Uniforms / Clothing		750				537	72%		201		336
Refunds		500							-		
Observation / Disposal		750		1,500		2,575	343%		416		2,159
Microchips		1,850				1,075	58%		1,830		(755)
Volunteers / Public Relations		1,000		-		512	51%		523		(11)
Rabies Tags		2,500				2,511	100%		2,422		89
Transportation Board and Care		8,000		6,734		15,934	199%		5,886		10,048
Total Operating Expenditure	\$	299,007	\$	38,895	\$	230,096	77%	\$	186,640	\$	(45,927)
TRANSFERS OUT	-				1					ı	
Transf. to General Fund				-		-			-		-
Transf. to IMRF Fund		16,500		1,548		10,843	66%		9,342		1,501
Transf. to SSI Fund		20,668		2,167		15,136	73%		12,932		2,204
Transf to Animal Cntr Cap Imp		15,000				-			-		-
Trns. to Health Care Fund		22,781		1,779		16,750	74%		17,292		(542)
Total Transfers Out	\$	74,949	\$	5,494	\$	42,729	57%	\$	39,566	\$	3,163
Total Expenditure & Transfers Out	\$	373,956	\$	44,390	\$	272,825	73%	\$	226,206	\$	(42,764)
Total Revenue Over/(Under) Expenditure	\$	14,144	\$	(21,313)	\$	10,647	75%	\$	61,944	\$	(51,297)

KENDALL COUNTY ANIMAL CONTROL FUND #1301 FUND (CASH) BALANCE FY 2025

MONTH	FY25 Monthly REVENUE OVER/(UNDER) EXPENSES	FY25 FUND (CASH) BALANCE	FY24 Monthly REVENUE OVER/(UNDER) EXPENSES	FY24 FUND (CASH) BALANCE
Beginning Fund (Cash) Balance		\$ 279,472		\$ 203,399
December-24	\$ (7,961)	\$ 271,511	\$ (3,135)	200,264
January-25	(4,443)	\$ 267,068	56,230	256,493
February-25	34,430	\$ 301,497	(9,950)	246,543
March-25	2,638	\$ 304,136	(3,377)	243,167
April-25	786	\$ 304,922	8,932	252,098
May-25	(4,510)	\$ 300,412	8,604	260,702
June-25	(20,795)	\$ 279,617	1,245	261,947
July-25	31,665	\$ 311,282	(12,043)	249,904
August-25	(21,312)	\$ 289,970	15,439	265,343
September-25	,		(139)	265,204
October-25			(15,355)	249,850
November-25			(4,201)	245,649
Year End Adjustment			33,823	279,472
Fund (Cash)	\$ 10,498		\$ 76,073	
YTD Fund Balance		\$ 304,136		\$ 279,472

KENDALL COUNTY ANIMAL CONTROL Statement of Revenues And Expenditures 8/30/2025

Animal Medical Care Fund #1302

	FY25 Budget		August Actual	YTD Actual	YTD Percent of Budget	Fund Balance		
Beginning Balance	\$ 16,300	\$	27,189			FY13	\$250	
						FY14	21,935	
<u>Revenue</u>						FY15	33,497	
Donations & Receipts	10		353	1,900	19004.5%	FY16	32,810	
Total Revenue	10		353	1,900	19004.5%	FY17	32,325	
						FY18	26,165	
Expenditure						FY19	20,132	
Animal Medical Care Expenses	3,000		2,600	16,951	565.0%	FY20	18,939	
Heartworm Testing	500		-	69	13.8%	FY21	18,050	
FeLuk/FIV Testing	2,000		225	550	27.5%	FY22	16,300	
Total Expenditure	 5,500		2,825	17,570	319.5%	FY23	18,140	
•	*		•	,		FY24	27,189	
Ending Balance	\$ 10,810	\$	31,092	\$ 3,903	_		•	

County Animal Population Control Fund #1309

		FY25 Budget		August Actual	 YTD Actual	YTD Percent of Budget	Fund Balance		
Beginning Balance	\$	114,739	\$	82,933			FY11	\$ 46,246	
_							FY12	60,939	
<u>Revenue</u>							FY13	64,358	
Fees		18,000		1,085	17,765	98.7%	FY14	71,549	
Total Revenue		18,000		1,085	17,765	98.7%	FY15	83,094	
							FY16	97,935	
Expenditure							FY17	106,508	
Spay/Neuter Fees - Targeted Dogs/Cats		10,000		445	7,179	71.8%	FY18	108,859	
Spay/Neuter Fees - Adopted Dogs/Cats		20,000		7,093	23,547	117.7%	FY19	117,265	
Total Expenditure		30,000		7,538	30,726	102.4%	FY20	115,665	
·							FY21	114,716	
Ending Balance	\$	102,739	\$	69,972	\$ (12,961)		FY22	114,739	
						•	FY23	94,959	
							FY24	82,933	

Animal Control Capital Fund #1400

	FY25 Budget	August Actual	YTD Actual	YTD Percent of Budget	Fund Balance		
Beginning Balance	\$ 42,131	\$ 61,941			FY11	\$ 87,769	
Evnenditure					FY12	41,062	
Expenditure Expense Ruilding Improvements	10.000				FY13 FY14	46,762 51,661	
Expense - Building Improvements	-,	E 626		0.00/		51,661	
Capital Expenditure	 5,000	5,636	-	0.0%	FY15	69,276	
Total Expenditure	15,000	5,636	=	0.0%	FY16	125,571	
					FY17	134,712	
Transfers In					FY18	142,293	
Transfers In - from Animal Control Fund	 15,000	-	-	0.0%	FY19	113,553	
Total Transfers In	15,000	-	-		FY20	3,551	
					FY21	23,607	
Ending Balance	\$ 42,131	\$ 56,305	\$ -		FY22	42,131	
		 	_	-	FY23	60,931	
					FY24	61,941	

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 30th. 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.

o 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 4th of July.

Search & Rescue

 KCEMA SAR assisted the Kane Sheriff's Office in an attempt to find evidence - gun used in crime.

o 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 Agust 18th.
- Kendall County Association of Chiefs.

	A	В	С	D	E	F	G	Н	I	J	K	L	M
				Loan Te	rms			Amounts Paid		Balance		Bank Balances	
Account Name	Loan Status	Original Loan Amount	Interest Rate	Loan Years	Loan Dates	Monthly Payment	Principal	Interest	Total Paid	Principal Balance	Interest Earned	Deposits	Total Bank Balance
Surplus EDC (Unloaned Balance)													
Bank BB #815-535											\$ 439,192.80	\$ 299,236.42	\$ 738,429.22
Law Office Corporation Midland State Bank - 03/11/2015 Payment #114 of 242													
Loan Terms/Pymnt Due Date	8/1/2025	\$ 120,000	1.5%	20 years	7/15/2015 - 6/1/2035								
Due Date/Current Payment Date	8/2/2025					579.05	494.07	84.98					
Cummulative Payments							\$ 46,861.30	\$ 13,421.54	60,282.84	\$ 74,083.33	143.46	60,282.84	60,426.30
Loan Principal Outstanding										\$ 74,083.33		l l	
Lucky's Beef N Dogs Bank BB 286 - 5/23/2017 Payment #57 of 176	04/2025	22.500	2.00			225.00			T			Ţ	
Loan Terms/Pymnt Due Date Due Date/Current Payment Date	8/1/2025 12/31/2024	32,500	2.9%	6 years	6/1/2017 - 4/15/2033	225.00 225.00	169.54	55.46					
Cummulative Payments	12/31/2024					223.00	9,305.43	3,819.57	13,125.00		1,891.96	11,233.04	15,016.96
Loan Outstanding							9,303.43	3,819.37	13,123.00	22,780.77	1,891.90	11,233.04	13,010.90
Grace Holistice Center for Education Midland State Bank - 5/1/2011 Payment #52 of 84 Loan Terms/Pymnt Due Date Due Date/Current Payment Date	8/1/2025 8/31/2025	1,000,000	3.3%	7 years	5/1/2021 - 4/1/2028	1,332.63 1,332.63	1,179.34	153.29					
Cummulative Payments							44,577.97	10,615.98	55,193.95	56,600,06	125.67	55,193.95	55,319.62
Loan Outstanding			1							56,600.86			
Camp Mutty Paws Midland State Bank - 5/1/2022 Payment #31 of 84		51100	2.50			505.40							
Loan Terms/Pymnt Due Date Due Date/Current Payment Date	8/1/2025 7/15/2025	54,100	3.5%	7 years	6/1/2022 - 5/1/2029	727.10 727.10	636.95	103.05					
Cummulative Payments	7/13/2023					727.10	19,405.68	4,056.62	23,462.30		43.43	23,462.30	23,505.73
Loan Outstanding							17,405.00	7,030.02	23,402.30	34,694.32	45.45	23,402.30	23,303.73
Minooka Water Project Midland State Bank - 2/7/2023 Payment			,							,			
Loan Terms/Pymnt Due Date		750,000	1.0%		2/7/2023-								
Due Date/Current Payment Date													
Cummulative Payments												750 000 00	##0 000 CT
Loan Outstanding												750,000.00	750,000.00
Total Loan Statuses													

Total Assets (J +M) 1,830,857.11

Kendall Area Transit Update



1. Ridership

July 2024 – June 2025 Total Rides: 30,889

- Breakdown by Demographics: 52% Seniors, 22% Disabled, 26% General Public

- Trip Types: 47% Medical, 37% Employment, 6% Education

- Total Turnaways: 898 (approximately 73 per month), primarily due to capacity constraints

- On-Time Performance: 98.6%

Ridership for July and August:

- Total Rides: 908

2. Township Funding

Four of the nine townships have received approval through the County Board. PCOM is scheduled to meet with the remaining townships in October.

3. Adopt-A-Rider Program

An event aimed at partnering with businesses and individuals to support riders who face challenges paying their fares.

4. Upcoming Events

- Touch-A-Truck at YMCA: October 17th



KENDALL AREA TRANSIT First Annual Adopt-A-Rider Fundraiser

Join us in our first annual fundraiser and ignite a spark of hope that can truly change lives. Your heartfelt generosity has the power to open doors for those who are simply unable to afford transportation. We assist seniors, people with disabilities, and anyone in need of a ride in Kendall County.

Your donation can turn the wheels of hope and make a lasting difference.

To Mail Your Donation:

Kendall Area Transit 807 W. John Street Yorkville, IL 60560 QR Code About KAT

QR Code – Donations



Economic Development

August 2025 Update

Business Attraction

- Data Support for Project Vortex RFP response submitted by Montgomery (Grid site)
- Data Support for Project Roddy RFP response submitted by Montgomery (Grid site)
- Project meeting in Minooka for Project Horizon, discussed Kendall County incentives with project developer of the beverage manufacturer

Business Support

- Met with Theodore Duckett, regional leader for the Illinois Department of Employment Security, re: job fair committee representation and community outreach.
- Finalized job fair details: location, equipment and setup/take down.
- Met with local bankers at Byline Bank to discuss their SBA lending and the business workshop tentatively planned for November.
- Met with SBDC and Harriet Parker re: business lending workshop
- Provided state economic development grant information update to Kendall County manufacturers
- Sponsorship solicitations for Made in Kendall program corporate support
- Discussion with Oswego and Yorkville high school counselors re: workforce development efforts at the 16+ level.
- Met with Harriet Parker re: small business workshop
- Met with Matthew Dennison, Midland Bank, re: county economic development. Subsequently secured \$2,000 sponsorship of program event.
- Introduced AACVB leadership to Farnsworth House director and staff; discussion of pursuing outdoor tourism promotion. Alerted AACVB director to county tourism events.
- Met with Plano Chamber of Commerce membership.
- BRE meeting at Boombah! Held jointly with Yorkville economic development.
- Job Fair committee meeting and details completed.

Internal

- Developing materials supporting economic development planning for Kendall County
- Additions to Kendall County website economic development section
- Information gathering on local industrial real estate
- Continuing development of service business county recognition.
- Meetings with ComEd and Nicor utilities representatives to learn about their future plans in the county.

•	Meeting with Alex Iseri, new VP of Economic Development at GCEP to discuss Kend County and GCEP's plans.



Economic Development

September 2025 Update

Business Retention

- Visits to Oswego businesses: Radiac, Win Soon/EPOCA, Power Plant Repair Services.
- Visits to Yorkville businesses: Hofmann Fluid Power, Tiem Engineering, Premium Products, General Laboratory Products, Titan Injection.
- Visits to Montgomery business: Ravago, Core Mark.
- Attended Plano Chamber coffee.

Business Attraction

- Continuing improvements to Kendall County business CRM
- Information-gathering on state/GCEP sourced projects Jan 2025-present.
- Joined GCEP's **SelectChi** planning committee to attract regional foreign direct investment, in a pre-Select USA event in 2026.
- Assistance to Oswego economic development on state property listings.
- Oversight of building/sites information on state database.
- Continuing discussion on tourism opportunities, possible formation of work group in this area.

Business Support

- Invitations for **2025 Manufacturers Breakfast** sent out (see attached).
- Committee work for the Oct. 15 Kendall County Job Fair.
- Agenda determined, logistics managed, and invitations for the Oct. 27 Fall 2025 KEDA Factory Tour have been sent out (see attached).
- Program being developed for November business support workshop on small business lending.
- Solicited and received \$3,000 in sponsorships for the 2026 Made in Kendall program.
- Made in Kendall forms updated on county website (thank you Gina), now fillable.
- Quarterly Chamber of Commerce Directors Sack Lunch, with guest Aurora Area CVB Director Cort Carlson discussion on county tourism opportunities.
- GCEP data on retail sales supplied to area chambers of commerce.

KEDA Summer Internship

- Reviewed program with Will County EDC internship coordinator.
- Beginning outreach to businesses and partner schools.
- Met with Yorkville HS counselor; Yorkville will promote the internship.
- High school age focus, ages 16-19.
- Began selling program to several local businesses.
- Development of supportive materials.
- Discussed internship grant support from Fox Valley Community Foundation to assist nonprofit costs with hiring summer interns and/or college credit funding for program participants.

Internal

- Discussion on current economic development office goals for 2026.
- County meeting on county communications strategy
- Tour of Kendall County for new business development director at GCEP, Alex Iseri.
- (Upcoming) September 23 attendance at the Illinois Economic Development Association's **Site Selection Forum & Counselor Corps Reception**.
- (Upcoming) September 25 **KEDA Quarterly Lunch** at Waubonsee Community College Plano Campus, with guest Alex Iseri, GCEP business development.

Respectfully submitted, Todd D. Volker



Kendall County Agenda Briefing

Meeting Type: Economic Development and Administration

Meeting Date: 9/16/2025

Subject: Discussion and Approval of Advertising Policy

Prepared by: Jennifer Breault, PCOM

Department: Administration

Action Requested:

Discussion and Approval of Advertising Policy

Board/Committee Review:

EDA 6/16/2025

Fiscal impact:

N/A

Background and Discussion:

The purpose of the Advertising Policy is to provide guidance to Kendall County on acceptable forms of advertising for the Kendall Area Transit Program on or inside Kendall Area Transit (KAT) vehicles, bus shelters, or other assets and media owned by Kendall County for the operation of Kendall County Transit. Kendall Area Transit is funded by federal, state, and local government allocations to operate the system.

Staff Recommendation:

Discussion and Approval of Advertising Policy

Attachments:

Advertising Policy

Kendall Area Transit Advertising Policy

Purpose:

The purpose of the Advertising Policy is to provide guidance to Kendall County on acceptable forms of advertising for the Kendall Area Transit Program on or inside Kendall Area Transit (KAT) vehicles, bus shelters, or other assets and media owned by Kendall County for the operation of Kendall County Transit. Kendall Area Transit is funded by federal, state, and local government allocations to operate the system.

Policy:

Kendall County will enter into a contractual agreement with a third-party advertising agency for Kendall Area Transit advertising. This contract will provide Kendall County and the third-party vendor mutually beneficial opportunities to advertise on and inside KAT vehicles, and the possibility to use bus shelter locations, other assets and media. The contractual agreement will allow the third-party advertising agency to subcontract all, and, or parts of the advertising campaign. No KAT advertising will be subcontracted, nor will an advertising agreement be signed between the third-party vendor and a client they are working with until it has been approved by the Kendall County Administrator or her designee.

Application of Policy

- a. The Policy applies to all advertising intended for display on any Kendall Area Transit property, including vehicles, bus shelter, other assets and media
- Kendall Area Transit will only accept advertising that falls within acceptable viewpoints appropriate for Kendall County to support.

2) Non-public Forum

- a. It is the express intent of this Advertising Policy that Kendall County's transit system property designated for advertising is a non-public forum to be used to generate additional revenue for the operation of the system. The County / Kendall Area Transit does not intend to use advertising on system property to be used as a public forum for discourse, debate or other expressive activity.
- b. Advertising for a political viewpoint or candidate for public office will not be an acceptable form of advertising.

3) Disclaimer for Endorsement

a. The acceptance of advertising by Kendall County and Kendall Area Transit does not constitute any endorsement of the content or message of the advertisement, including any person, organization, products, services, information or viewpoints contained therein. This endorsement disclaimer extends to and includes content that may be found via internet addresses, quick response (QR) codes, and telephone numbers that may appear in posted ads that direct viewers to external sources of information.

4) Permitted Content

- a. Commercial Advertising. Commercial advertising promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, or programs.
- b. Public Service. Public Service advertising is defined as advertising a service that promotes to the public specific assistance with non-commercial needs. Examples include but are not limited to, substance abuse treatment help, or suicide prevention assistance.

5) Prohibited Content

- a. Political.
 - i. Advertising supporting a specific political party, movement, forum, or viewpoint.
 - ii. Candidates. Candidates for political office in any form local, state, or federal including judicial candidates.

b. Public Issue

- Advocation for or against a public issue or viewpoint on matters of public debate, including but not limited to economic, political, religious or social issues
- c. Products, Services or Activities
 - i. Commercial entities that promote as their primary business activity. (Unless as set forth above in 4b)
 - 1. Drugs an any type, brand, prescription, or nonprescription used for medicinal or recreational purposes.
 - 2. Alcohol sales, or use.
 - 3. Tobacco, tobacco related products, vaping or vape related products
 - Gambling, promoting gambling in any form, in-person, or online. Gambling machines or vendors who sell gambling devices as a primary means of business activity. Commercial entities whose primary business activity is gambling.
 - 5. Adult / Mature content
 - a. Films, video games that promote adult oriented content.
 - Adult Entertainment facilities, including bookstores theatres, video stores nude dance clubs or other adult entertainment facilities not mentioned specifically above.
 - c. Other adult services, phone services, internet sites, or escort services.
 - d. Nudity, Sexual Content, any material displaying / promoting sexual conduct, content, or nudity.
 - 6. False or misleading information, any advertising promoting false or misleading information.
 - 7. Illegal activity. Any advertising that promotes any illegal activity or product that is illegal under federal, state or local law.

- 8. Profanity and Violence. Any advertising that contains profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals or intentional infliction of pain or violence upon a human or animal.
- 9. Weapons. Advertising firearms, knives, or other devices that have a primary use the ability to destroy or inflict injuries on humans or animals.
- 10. Adverse to Kendall County and or Departments within the control of the County.
- 11. Insulting, Degrading, or Offensive. Advertising material that is so insulting, degrading or offensive that it could invoke or incite lawless action in the form of retaliation, vandalism or other breach of public safety, peace and order.

Procedure:

- 1) The third-party advertising vendor will notify the Kendall Area Transit PCOM (spell out full title) in writing by email or U.S. Postal Service mail that they are prepared to contract with a client that they have identified who is interested in advertising with Kendall Area Transit.
- 2) The Kendall County Administrator will review the proposed client to confirm that the advertising proposal meets the guidelines of the Kendall Area Transit Advertising Policy. The Kendall County Administrator will notify the contracted vendor that the client either meets or does not meet the guidelines set forth in this policy.
 - a. Accepted client:
 - i. The Kendall County Administrator will notify the advertising vendor in writing to proceed with preliminary work.
 - ii. Advertising vendor will produce preliminary artwork of the proposed advertisement and provide the artwork to the County Administrator for final approval
 - b. Denied client Appeals Process:
 - i. The Kendall County Administrator will notify the advertising vendor in writing the reasons for not proceeding with a contract.
 - ii. Decisions made by the County Administrator are final.



Kendall County Agenda Briefing

Meeting Type: Economic Development and Administration

Meeting Date: 9/16/2025

Subject: Discussion and Approval of RFP for Advertisement on Kendall Area

Transit Vehicles

Prepared by: Jennifer Breault, PCOM

Department: Administration

Action Requested:

Approval of RFP for Advertisement on Kendall Area Transit Vehicles

Board/Committee Review:

EDA 6/16/2025

Fiscal impact:

N/A

Background and Discussion:

Investigating opportunities to generate additional revenue through advertising both within and outside transit vehicles. Outreach to the PCOM email group has led to contact with Quincy, Illinois, which has successfully promoted external bus advertising. The advertising space would include both the interior and exterior of buses and vans. All advertisements will require prior approval before being displayed on the vehicles.

Staff Recommendation:

Approval of RFP for Advertisement on Kendall Area Transit Vehicles

Attachments:

RFP Advertising



REQUEST FOR PROPOSAL TRANSIT ADVERTISNG SERVICES

Kendall County, Illinois Issued October 1, 2025

SUMMARY

Kendall County, Illinois seeking proposal for transit advertising services.

Notice to Respondents

Kendall County will receive proposals for transit advertising services until 3:00 p.m. local time, Friday, October 30, 2025. Proposals will be opened and publicly acknowledged at that time at 110 W. Madison Street, Yorkville, Illinois 60560.

The request for proposal and response specifications shall be available on or after Tuesday, October 1st 2025 at https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids.

Respondent attendance is not required. Responses mailed in advance of the opening shall be mailed to ATTN: Jennifer Breault, Kendall County, 807 W. John Street, Yorkville, IL 60560.

The County reserves the right to reject any and all proposals, to waive any informalities, and to accept the proposal that is in the best interest of the County.

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SECTION 1: INTRODUCTION

A. <u>DEFINITIONS:</u>

"Addenda" or "Addendum" means written or graphic instruments issued by Kendall County, Illinois ("County"), which by additions, deletions, clarifications or corrections, modify or interpret the RFP Documents. All Addenda shall be incorporated herein by reference as part of the RFP.

"County" means Kendall County, Illinois and its elected officials, departments, employees, and agents.

"KAT" means Kendall Area Transit, which is contracted out with the Voluntary Action Center of Northern Illinois.

"Proposal" means a complete and properly executed plan to complete the Project per the requirements stated in this Request for Proposal and in accordance with the RFP Documents.

"Respondent" means a person or entity who submits a Proposal and who meets the requirements set forth in the RFP Documents.

"RFP" means this Request for Proposal and any documents specifically incorporated by reference or attached hereto.

"RFP Documents" means this Request for Proposal, all Addenda, the project manual and drawings of the Project, which shall hereinafter be referred to collectively as "RFP Documents".

B. SCOPE OF WORK:

1. Background

The County is located 40 miles southwest of Chicago in the Chicago metropolitan statistical area. The County has been consistently the fastest growing County in Illinois, growing from a population of 54,000 in 2000 to an estimated population of 140,000 today.

The County is governed by a ten-member Board, from which a County Board Chair is selected by the Board members. Board members serve four-year staggered terms representing two districts in the County. The County Board operates on a Committee structure, with an appointed County Administrator.

Kendall Area Transit was started in 2010 and serves as the only public transportation in Kendall County. Kendall Area Transit provides over 30,000 trips a year.

2. Transit Advertising Services

The County is requesting proposals from established and well-qualified firms to provide transit advertising services. These transit advertising services shall consist of, but not be limited to, selling, placing, administering, and managing commercial revenue generating advertisements mounted in sign racks on the interiors and exteriors of the Kendall Area Transit bus fleet, owned by Kendall County.

Among the requirements for submission of a proposal, each Respondent shall include information in its proposal which demonstrates its understanding of transit advertising and its ability to conform to the requirements of the Request for Proposal for transit adverting services.

Further, the Respondent shall demonstrate the ability to maximize the revenue from the space available and shall possess the flexibility to work within the service demands made upon Kendall County.

The scope of work and the general requirements included in this Request for Proposal are those which the County believes best meets its needs. This proposal package is the Respondent's opportunity to demonstrate how its firm will best meet the needs of the County, both in the service provided and the cost to provide the service.

The specific services the Respondent shall provide to the County shall include, but not be limited to, the following:

- A. The Respondent shall be responsible for the sale of advertising space both inside and outside of the buses.
- B. The County may require advertising space, in addition to that provided by requirement A, for self or joint promotions. The quantity of advertising space required shall be negotiable and shall require mutual agreement between the County and the Respondent prior to implementation of such self or joint promotion.
- C. The Respondent shall sell and schedule available sign space and shall notify the County of the rates being charged. The County will be notified, of any and all rate changes occurring within the requirements, stipulations, and dates of the contract period, a minimum of thirty (30) days prior to the date the new rates shall go into effect.
- D. The use of electronic media for advertising shall be considered by the County on a case-by-case basis as it is proposed.
- E. In addition to the sale of advertising space, this solicitation also includes servicing and maintenance of the advertising space either by the Respondent or by the use of a County approved subcontractor. The Respondent may elect to have either its own employee(s) or a subcontractor approved by the County complete the sign installations and removals.

- F. If the Respondent or its representatives install and remove the advertising signs, they shall be given primary access to the vehicles for installation and removal after the buses return to the main storage location by the end of the day. The Respondent may also have access to the buses during the day, when the buses are not in service, provided the installation and removal of signs does not interfere with the normal and usual bus services to the community. The Operations Manager-Kendall County, or the designated representative, may also approve access to the buses at any time. Access to the property and to the vehicles is limited by the terms of requirement G following.
- G. Employee(s) and/or subcontractor(s) of the Respondent shall, at a minimum, obtain authorization from the Operations Manager-Kendall County, or his authorized representative(s), for access to both the property and to the buses. The employee(s) and/or subcontractor(s) shall, at all times, be prepared to present identification to the Operations Manager-Kendall County, or his authorized representative(s), which will adequately identify this person and/or persons as being within the employ of the Respondent and thereby authorized to perform the work for which they are requesting access to the property and to the vehicles.
- H. The County shall lease, to the Respondent, advertising space inside and outside of the vehicles as well as other areas proposed by the Respondent which are acceptable to the County. The Respondent shall have exclusive advertising rights in these areas.
- I. While the Respondent and advertisers shall execute contracts for advertising space either in the interior or on the exterior of the County buses, the County shall have final approval on all contracts. Advertising not approved, or which is deemed inappropriate or inaccurate by the County, shall be removed immediately and held until such time as the disapproved advertising can be resolved with the Respondent and client.
- J. The Respondent shall guarantee the proper fit of all signs into the sign frames, both interior and exterior.
- K. All "dated advertising materials" shall be removed within five (5) calendar days following its expiration date. "Dated advertising materials" refers to advertising materials which are relevant to a specific time period, or which are relevant to an event which has previously occurred.
- L. The Respondent shall immediately remove, or have removed, if possible, all unapproved, damaged, or defaced signs, and MUST remove said signs no later than twenty-four (24) hours following notice given it by the County.
 - The Respondent shall develop and implement a fully staffed maintenance, cleaning, repair and/or replacement program which ensures that the advertising signs installed on the County vehicles remains in good condition at all times.

M. The County shall allow designs or applications for "Illustrated / Specialty Buses" (bus wraps) or specialty advertising which require direct application to the outside of the vehicle. The County shall have final approval of all illustrated /specialty bus contracts prior to execution by any party and shall maintain final approval on such designs. Designs shall be submitted to the County during every stage of development.

This "DIRECT APPLICATION" OF A VINYL OR OTHER TYPE WRAP MUST NOT OBSCURE THE WINDOWS OR INTERFERE WITH PASSENGER OR OPERATOR VISION. Vinyl wraps may not be layered, and previous applications must be fully removed in accordance with industry standards.

Additionally, each advertisement shall be free from wrinkles, blisters, or similar defects and shall present a sharp and clear appearance.

The client contracting for a specialty bus shall have the right to choose any entity to apply the design to the bus, subject to the County's approval of the entity as having the requisite experience and ability to capably apply the design without damage to the vehicle. In addition, the client shall be responsible for any damage caused by removal of the direct application media and restoration to fleet specifications as specified in the following item "O."

- N. Damage caused to the exterior or interior of the buses, e.g., damage to the paint scheme, damage to existing decals, or other aesthetic or functional irregularities resulting from an unauthorized direct or indirect application to the vehicles, shall be the responsibility of the Respondent and any client who has contracted with, or employed, a County-approved entity for media application. Reparation responsibility shall apply to both Respondent and to the client. Restoration of the bus to fleet specifications may involve the complete removal of all materials / adhesives and painting down to the base metal to prevent the previous design from telegraphing through to a new design or new paint. The Respondent and, if applicable, the Respondent's client shall be notified of such damage and the County shall not proceed with a generalized repair for seventy-two (72) hours following notification in order to allow the Respondent and, if applicable, the Respondent's client time to inspect the damage, if desired. The Respondent and the Respondent's client, if applicable, shall be required to reimburse the County for the full dollar cost, both labor and materials, to repair any of the vinyl advertisement—or other application media—by the Respondent and/or client.
 - O. The intent of this solicitation is to maximize the revenue generated by the sale of transit-related advertising media. The proposal shall also display creativity in identifying additional advertising opportunities beyond those already noted though the County is under no obligation to accept such proposals.
 - P. The Respondent is expected to make every effort to sell the maximum amount

of space that is available. Space not sold shall first be made available to the County for self-promotion. If the County does not choose to utilize the unsold space, the Respondent shall then make the space available for non-profit or public service advertisers in accordance with standard rate card fees.

- Q. The County has adopted advertising guidelines setting forth the standards of acceptability for both commercial and non-commercial advertising at the County. These guidelines formally establish the criteria by which advertising displays at the County shall be deemed suitable and acceptable for display.
- R. Under no circumstances shall advertisements be route specific nor shall the Respondent represent to potential advertisers that advertising can be route specific. Such advertisements and representations shall be strictly prohibited.

3. Fleet and Space Availability

A. Space availability for advertising on the County vehicles may change during the period of a subsequent agreement between the County and the Respondent for reasons including, but not limited to, the acquisition of new vehicles, the retiring of previously used vehicles, new bus designs or configurations which do not allow for exterior advertising capability, or removal from service as in the case of the need for extended maintenance or in the case of removal due to damage. The revenue proposal shall address these changing requirements.

4. Guaranteed Minimums

- A. The proposer hall provide a guaranteed monthly income based upon the specifics of this document and past experience with similar advertising.
- B. If no minimum provided, proposer hall submit a written explanation.

C. <u>PROPOSALS</u>:

1. Overview of Required Sections

- A. Proposal Cover Sheet (Exhibit A)
- B. Firm Background and Experience: Provide an overview of the firm and its experience and approach to transit advertising services.
- C. Proposed Scope of Work / Operational Procedures-Based upon your findings in "Transit Advertising Services", delineate the tasks required to complete this project, including the times when input or decisions shall be required from the County. Furnished a detailed description of the proposed operations for installation, removal and tracking of the scheduled advertising.

- D. Marketing Plan / Creativity in Revenue Enhancement Provide a marketing plan which provides the details of the promotion, sale and revenue-maximizing concepts for the exterior and interior advertising space. Provide a concise discussion of the potential envisioned for the "Illustrated/specialty bus" concept, as well as any other revenue-maximizing concepts or ideas the Respondent may wish to propose.
- E. Compensation Schedule Provide a schedule specifying the annual total revenue proposed for the County during each year of the proposed agreement, as well as the total for the entire period of the agreement, along with a reasonable justification for these estimates.
- F. Revenue after Agreement Termination Respondent shall furnish a suggested proposal on revenues received after the termination of the Respondent's agreement for advertising contracts entered into or procured by the Respondent prior to the expiration date of the agreement.
- G. Proposal Form, Non-Collusion Certificate and Respondent's Professional References (Exhibit B)
- H. Attachments (if applicable)

2. Proposal Evaluation

County Board Chair, or his designee, and the County Administrator will conduct an initial review of proposals and make a recommendation to the County Board in selecting a Strategic Plan Facilitator. Proposals will be scored as follows:

Criteria	Total Points possible
Experience and qualifications of personnel assigned to the project.	30
Approach to gathering stakeholder input and relevant data	25
Ability to meet a six-month project timeline	10
References	20
Total project cost	15

D. <u>IMPORTANT DATES:</u>

The following table identifies several important dates and deadlines related to the Bidding Documents:

DATE	EVENT
October 1, 2025	RFP Documents available at
	https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-
	<u>for-bids</u>
October 15, 2025	Questions due to jebreault@kendallcountyil.gov no later than 9:00 a.m. (CST)

October 23, 2025	Questions answered via addendum and posted on the County's website no later
	than 4:00 p.m. (CST) at
	https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-
	<u>for-bids</u>
October 30, 2025	One hard copy of the proposals due no later than 2:00 p.m. (CST). Proposal opening
	conducted at 2:00 p.m. (CST) at 110 W. Madison Street, Yorkville, Illinois, 60560.
	Proposals mailed in advance shall be mailed to ATTN: Jennifer Breault, Kendall
	County, 807 W. John Street, Yorkville, IL 60560.
November 4, 2025	County Board potentially approves contract of selected vendor

E. <u>EXAMINATION AND PROCUREMENT OF DOCUMENTS</u>:

All documents will be available at https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids starting on the date noted in Subsection D above.

F. ADDENDUM:

Any, and all, changes to the RFP Documents are valid only if they are included by written addendum to all Respondents. Addenda are written instruments issued by the County prior to the date for receipt of Proposals, which modify or interpret the RFP Documents by addition, deletions, clarifications, and/or corrections. All addenda so issued shall become part of the RFP Documents. Only Jennifer Breault has the authority to issue an addendum for these RFP Documents.

No interpretation of the meaning of the plans, specifications, or other RFP Documents will be made orally. All Addenda will be posted at https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids.

Each Respondent shall confirm prior to submitting a Proposal that all Addenda issued by the County have been received and, by submission of a Proposal, such act shall be taken to mean that such Respondent has received all Addenda; is familiar with the terms thereof; and understands and agrees to comply fully with the contents of the RFP Documents and Addenda. Failure of the Respondent to receive and review any addendum or interpretation issued by the County shall not relieve the Respondent from the obligation under their Proposal as submitted. Failure of a Respondent to request an interpretation constitutes a waiver to a later claim that ambiguities or misunderstandings caused a Respondent to submit a Proposal improperly.

G. QUESTIONS

Should a Respondent require any additional information about this RFP or any other RFP Documents, such questions should be directed in writing to the County. All questions should be sent to jebreault@kendallcountyil.gov.

Questions must be received by the County at the above-referenced email address no later than 9 a.m. (CST) on October 15, 2025.

Questions timely received by the County will be answered at the discretion of the County. Any answers provided by the County will be given by means of an addendum published https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids and sent to all Respondents.

SECTION 2: SUBMITTAL OF PROPOSALS

A. Submittal of Sealed Proposal

Respondents are required to submit sealed Proposals by mail to:

ATTN: Jennifer Breault Transit Adverting Services 807 W. John Street Yorkville, IL 60560

Or deliver prior to the time of proposal opening to 110 W. Madison Street, Yorkville, IL, 60560.

All Proposals must be received by the above-referenced email address no later than 2 p.m. (CST) on September 30, 2025 (hereinafter referred to as the "Due Date"). Proposals received after the Due Date will not be considered.

B. <u>Modification or Withdrawal of Proposals</u>:

Prior to the date and time designated for receipt of Proposals, a Respondent may submit a new Proposals to replace a Proposal previously submitted, or withdraw its Proposal entirely, by sending written notice to the person designated to receive Proposals on behalf of the County. Such notice must be received by the County on or before the date and time set for receipt of Proposals. The person receiving Proposals shall verify that the replaced/withdrawn Proposal is removed from the other submitted Proposals and not considered. Notice of submission of a replacement Proposal or withdrawal of a Proposal shall be worded so as not to reveal the amount of the original Proposal.

C. Opening of Sealed Proposals:

The sealed Proposals timely received by the County shall be opened and publicly acknowledged on **October 30, 2025, at 110 W. Madison Street, Yorkville, Illinois 60560.** Each sealed Proposal received by the County shall be analyzed to ensure that all stipulations have been satisfied by the Respondent. The results shall be recorded and forwarded with all RFP Documents to the appropriate County official. Respondent attendance is NOT required at the opening of sealed Proposals.

SECTION 3: INSTRUCTIONS TO RESPONDENTS

- **A.** What Information Must Be Included In The Proposals: All Proposals must comply with the following requirements:
 - 1. The Respondent must complete and include all of the following documents with their Proposal:
 - Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the RFP as Exhibit A)
 - Completed Proposal Forms (the Proposal Forms are attached to the RFP as Exhibit B)
 - All other requirements included in the RFP Documents
 - 2. All sealed Proposals must be comprehensive and complete for the services requested in the RFP Documents. All Proposals shall provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of the RFP Documents and the services requested therein. Emphasis should be on completeness and clarity of content.
 - 3. Any proposed reduction in price or any proposed donation of materials, supplies and/or labor by the Respondent shall be specified in the completed Proposal Forms. Any reduction or donation provided by a Respondent to the County shall not relieve Respondent of their obligations to comply with existing local, state or federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq.*). The County shall only consider any reduction or donation in determining the lowest responsible Respondent to the extent that the reduction or donation effects the stipulated sum Proposal by a Respondent.
 - 4. The "Terms and Conditions" set forth in the RFP Documents will apply to the contract between the County and the successful Respondent. By submitting a Proposal, a Respondent agrees to the Terms and Conditions. Any Proposal that conflicts with the Terms and Conditions may be deemed an unresponsive Proposal.
 - 5. All sealed Proposals shall be submitted on forms included in these RFP Documents unless otherwise specified.
 - 6. All information requested on Proposal forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict.
 - 7. The County will not be responsible for any expenses incurred by the Respondent in preparing and submitting Proposals.

- 8. The Respondent must sign their Proposal in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Respondent. The name of each person signing should be typed or printed below the signature.
- 9. The individual signing the document for the Respondent shall initial all erasures and/or corrections in their sealed Proposal.
- 10. All variations to the stated specifications must be described in detail (free from ambiguity).
- 11. All Respondents must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Respondents shall be prepared to furnish evidence of the foregoing upon request.
- 12. The Respondent acknowledges that all materials submitted with the Proposal become the property of the County and, as such, may be available to the public pursuant to applicable law.
- 13. The Respondent is expected to comply with the true intent of this RFP and the RFP Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the County. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP and RFP Documents. Respondent will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Respondent in the process of putting the Proposal together.

B. Modification or Interpretation of RFP Documents:

The Respondent acknowledges that some of the existing conditions shown in the RFP Documents are presented for information as an approximation and are not a substitute for the Respondent's required field verification of existing conditions relating to the Project. Failure to make the necessary field examinations will not relieve the Respondent from any of the requirements of the RFP Documents or any contract entered into by the County and the successful Respondent.

The Respondent shall carefully study the RFP Documents and shall notify the County of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to the procedures set forth in these RFP Documents.

C. Award of Bid:

It is the intent of the County to award the Proposal to the most qualified and responsible

Respondent who has met all specifications, terms, and conditions of this RFP and all other RFP Documents. The County reserves the right to negotiate or reject any and all proposals. The criteria outlined in Section 1(B), as well as the quality of the work to be supplied, their conformity with specifications, their suitability to the requirements of the County, and delivery and discount terms will be taken into consideration in making the award(s).

Submission of a Proposal confers no rights on the Respondent to selection or to a subsequent contract. This RFP process is for the County's benefit only, and it is intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, and responsiveness shall be made solely at the County's discretion. By submitting a Proposal, Respondent acknowledges the County's decision is final, binding, and conclusive upon the Respondent for all purposes.

All Proposals submitted shall be considered firm offers and will be binding for one hundred and eighty (180) calendar days following the due date for submittal of sealed Proposals, unless, upon the County's request, the Respondent agrees in writing to an extension.

The failure of a Respondent to promptly supply information requested in the RFP Documents may result in the Respondent being eliminated from consideration.

The County reserves the right to reject any or all Proposals, to waive any or all irregularities, to waive or deviate from the procedures or timetable identified in the RFP Documents, or to supplement, amend, or otherwise modify the RFP Documents, without notice. The County may seek additional information or clarification from a Respondent at any time, and failure to respond promptly may be cause for rejection of the Proposal.

The County reserves the right to disqualify Proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Respondent. The Respondent's failure to agree to the Terms and Conditions included in the RFP Documents or to otherwise meet the requirements of the RFP Documents may result in the disqualification of the Respondent's Proposal from further consideration as an unresponsive Proposal.

D. <u>Execution of Contract:</u>

The accepted Proposal shall be contracted by the County for the total stipulated sum set forth in the accepted Proposal or as otherwise negotiated by the County. The County will not be responsible for any additional charges above the accepted Proposal unless additional services are negotiated and accepted by the County by written addendum to the original contract.

The contents of the Proposal submitted by the successful Respondent and the RFP Documents (including, but not limited to the Terms and Conditions set forth below in this RFP) will become a part of the contract awarded as a result of the Proposal process.

SECTION 4: TERMS AND CONDITIONS

The Respondent's failure to agree to the following terms and conditions may result in the disqualification of the Respondent's proposal from further consideration as an unresponsive Proposal.

By submitting a Proposal, Respondents represent that:

- 1. Respondent has read and understands the RFP Documents;
- 2. The Proposal complies with the RFP Documents;
- 3. Respondent is familiar with local conditions under which the Project is to be performed; and has correlated the Respondent's observations with the requirements of the RFP Documents and the Respondent's Proposal; and
- 4. The Proposal is based upon the materials, equipment, and systems required by the RFP Documents, as may be amended by written addendum, without exception.

By submitting a Proposal, Respondents agree to accept and comply with the following Terms and Conditions that shall be incorporated by reference herein to the contract between Kendall County and the successful Respondent:

- 1. These Terms and Conditions, along with the RFP, the RFP Documents, and the Respondent's Proposal, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment hereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the RFP, the remaining portions of the RFP Documents, and the Respondent's Proposal.
- 2. This Agreement shall be effective as of the date of final signature below and shall continue in force until terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
- 3. Pursuant to, and as set forth in this Agreement, Respondent will provide the County the following services: See "Scope of Work" in Section 1, Subsection B above.
- 4. As consideration for the services to be performed by Respondent pursuant to the terms and conditions set forth in this Agreement, the County agrees to partner with Respondent for the purposes of this Project.
 - All potential payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).
- 5. The County reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Respondent,

its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a written change order that is first executed by both the County and the Respondent. The County will not pay for verbal change orders. Respondent must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the County *before* proceeding with any additional work or any variations in specified materials. Respondent also understands and agrees that any change orders of more than \$10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the County. *See* 720 ILCS 5/33E-9.

- 6. Respondent is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the County. Respondent understands and agrees that Respondent is solely responsible for paying all wages, benefits and any other compensation due and owing to Respondent's officers, employees, and agents for the performance of services set forth in the Agreement. Respondent further understands and agrees that Respondent is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Respondent's officers, employees and/or agents who perform services as set forth in the Agreement. Respondent also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Respondent, Respondent's officers, employees and agents and agrees the County is not responsible for providing any insurance coverage for the benefit of Respondent, Respondent's officers, employees and agents. Respondent hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the County, its board members, officials, employees, insurers, and agents for any alleged injuries that Respondent, its officers, employees and/or agents may sustain while performing services under the Agreement. Respondent shall exercise general and overall control of its officers and employees.
- 7. Respondent shall indemnify, hold harmless and defend with counsel of the County's own choosing, the County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Respondent of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Respondent in its performance under this Agreement or the contract documents. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Respondent's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort

- Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.
- 8. Respondent will obtain and continue in force, where applicable, during the term of this Agreement, all insurance as set forth below:
 - a. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to the County at the address set forth herein.
 - b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:
 - i. Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.
 - ii. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
 - iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Respondent has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - iv. Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)
 - c. If Respondent maintains broader coverage and/or higher limits than the minimums shown above, the County shall be entitled to the broader coverage and/or the higher limits maintained by the Respondent. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. The County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Respondent including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Respondent's insurance (at least as broad as ISO Form CG 20 10 11 85 or both

CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- d. For any claims related to this Agreement, the Respondent's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Respondent's insurance and shall not contribute with it.
- e. Respondent hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Respondent may acquire against Releasees by virtue of the payment of any loss under such insurance. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.
- f. Self-insured retentions must be declared to and approved by the County. The County may require the Respondent to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.
- g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, the Respondent must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.
- h. Respondent shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- i. Subcontractors: Respondent shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Respondent shall ensure that the County is an additional insured on insurance required from subcontractors.

- j. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 9. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- 10. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the County, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
- 11. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the County upon written notice delivered to Respondent at least thirty (30) days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.
- 12. Respondent agrees to comply with all applicable federal, state or 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, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- 13. When applicable, Respondent shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*

- 14. Respondent, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Also, Respondent and Respondent's subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
- 15. All services to be undertaken by Respondent shall be carried out by competent and properly trained personnel of Respondent to the highest standards and to the satisfaction of the County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
- 16. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- 17. This Agreement shall be construed in accordance with 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.
- 18. 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 Respondent. In the event of a default due to non-appropriation of funds, the County has the right to terminate the Agreement upon providing thirty (30) days written notice to Respondent. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
- 19. 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 the County's Representative, Kendall County Administrator, 111 W Fox Street, Yorkville, Illinois, 60560, 630-553-4171, or fax 630-553-4214, with copy sent to:

Kendall County State's Attorney, 807 W. John Street Yorkville, Illinois, 60560 fax (630) 553-4204.

And, in the case of Respondent, to:

- 20. Respondent certifies that Respondent, 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). Respondent further certifies by signing the Agreement, the Respondent, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Also, by signing this Agreement, Respondent affirms that Respondent has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Respondent's company been so convicted nor made such an admission.
- 21. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Respondent or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Respondent or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- 22. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall 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 Kendall 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.
- 23. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the County must collect and electronically publish certain data from all vendors and subcontractors doing business with the County. To comply with this statutory obligation, the Respondent agrees to provide the County with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:

- 1. Is the Respondent and/or any of the Respondent's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.
- 2. If the answer to Question (1) is "yes", does the Respondent and/or any of the Respondent's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
- 3. If the Respondent and/or the Respondent's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?
- 24. Respondent 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.*
- 25. Respondent agrees to comply with The Davis Bacon Act 40 U.S.C. 3141 *et seq.* as necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis- Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis- Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.
- 26. The County and/or Respondent's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 27. Respondent warrants to the County that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
- 28. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the County, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et*

- seq.), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.
- 29. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 30. The County and the Respondent each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement. Furthermore, Respondent hereby affirms that Respondent is legally authorized to transact business in the State of Illinois.

SECTION 5: PROPOSAL FORMS

EXHIBIT A — PROPOSAL SUBMISSION COVER SHEET

RFP	REQUEST FOR PROPOSAL TRANSIT ADVERTISING SERVICES			
Resp	ondent Name (printed)			
Addr	ess:	City	State, Zip:	
Prop	osal Clarification Contact			
Perso	on:		Telephone:	
Emai	il:			
State	of Incorporation:		_Entity Type:	
Fede	ral Employer Identification	Number (FEIN):		
Any	individual signing below	whereby certifies they ar	an authorized representative of Res	pondent and that:
1.			ements of this RFP and all RFP Docu- requirements and terms and condition	
2.		dges receipt of any and all	Addenda to this RFP.	
3.	the Proposal Docume	nts), and this Proposal Su	including any other forms or document mission Cover Sheet are truthful and ents, and without collusion, fraud, or or	accurate and have beer
4.	Subject to acceptance submitting this Propo	by a majority vote of the	Kendall County Board, the Respondent e space below, the Respondent is con	t acknowledges that by
	Authorized Signatu	re	Date	
	(Printed Name and	<u>Γitle)</u>	Email Address	

EXHIBIT B - Proposal Form

RESPOND	DENT'S NAME:
RFP PROJ	JECT NAME: REQUEST FOR TRANSIT ADVERTISING SERVICES
that can pro	ESSIONAL REFERENCES: The undersigned shall provide at least three (3) professional references ovide Kendall County, Illinois with information regarding the Respondent's experience with this type and these professional references are attached to this Proposal Form.
	PLIANCE CERTIFICATIONS: By initialing below, the undersigned hereby certifies all of the n accordance with applicable state and federal law:
Α.	COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT: The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.
	(Initials)
В.	COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT: The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.
	The undersigned also further certifies that, pursuant to Section 2-105 of the Illinois Human Rights Ac (775 ILCS 5/2-105), it has a written equal employment opportunity policy that is in compliance with al terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.
	(Initials)
C.	CERTIFICATION REGARDING RESPONDENT ELIGIBILITY: The undersigned does hereby certify that it has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statues.
	(Initials)
D.	NON-COLLUSION AFFIDAVIT: The undersigned's completed Non-Collusion Affidavit is attached to this Proposal Form.

This Proposal Form and all attachments are respectfully submitted thisday of, 2023			, 2025.	
Respondent Mailing Ad	dress:			
Telephone Number:		Facsimile Number:		
	mail Address: Website:			
Type of Bus	iness Organization: (Check the	box that applies)		
	Sole Proprietor			
	□ Corporation			
☐ Partnership				
☐ Limited Partnership				
	Other:			
Signature o	f Authorized Representative: _			
Printed Nar	me:	Title:		
Attested by:		Title:		

NON-COLLUSION AFFIDAVIT

(Complete and Submit with Proposal Form)

STATE OF)		
STATE OF		
		, being duly sworn, says that he/she is of
has not entered into any verbal and/specific purpose of fixing Proposal The undersigned Respondent further officer or employee of the State of	document affirmed the for written agreement we estimates to benefit he er certifies that it has not Illinois, or any un	(individual, firm or corporate name) that he/she, in the preparation of the Proposal estimates, t with any of the other Respondents or their agents for the him/herself or the firm he/she represents. s not been convicted of bribery or attempting to bribe an nit of government in the State of Illinois, nor has the
employee of the Respondent comm to the direction or authorization of a	nitted bribery or attem a responsible official of er certifies that it is no	not barred from bidding on this contract as a result of a
	Printed Name:	
	Title:	
	Signature:	
Subscribed and sworn to me this	day of	, 2025.
Notary Public (seal)	_	

Respondent's Professional References

As part of their Proposal package, the Respondent must provide at least three (3) professional/client references for services the Respondent has performed within the past five (5) years that are similar in size, scope, and type of work.

Reference #1:		
Professional Reference Name:		
Contact Person's Name:		
Telephone Number:	Facsimile Number:	
Mailing Address:	Email:	
Description and date(s) of services:		
Reference #2:		
Professional Reference Name:		
Contact Person's Name:		
Telephone Number:	Facsimile Number:	
Mailing Address:	Email:	
Description and date(s) of services:		
Reference #3:		
Professional Reference Name:		
Contact Person's Name:		
Telephone Number:	Facsimile Number:	
Mailing Address:	Email:	
Description and date(s) of services:		



Kendall County Agenda Briefing

Meeting Type: Economic Development and Administration

Meeting Date: 9/17/2025

Subject: GCEP Agreement Extension

Prepared by: Christina Burns, County Administrator

Department: Administration

Action Requested:

Approval of a first amendment to the Greater Chicagoland Economic Partnership agreement

Board/Committee Review:

NA

Fiscal impact:

Dues will continue at \$11,397 for FY2026, budgeted in the Economic Development fund.

Background and Discussion:

Kendall County joined the other CMAP counties to establish the Greater Chicagoland Economic Partnership (GCEP) focused on regional economic development. The initial three-year agreement concludes at the end of 2025. While the membership originally intended to enter into a new partnership agreement, it determined that it needed more time to establish priorities and operational model for the next agreement. Therefore, GCEP is seeking a one-year renewal to the agreement with the current services and rates. Staff supports the extension as GCEP has been a valuable business partner and provides high-level economic development resources to Kendall County staff and municipal partners.

Staff Recommendation:

Approval of a First Amendment to the Greater Chicagoland Economic Partnership Agreement.

Attachments:

Agreement Amendment

FIRST AMENDMENT

TO THE

GREATER CHICAGOLAND ECONOMIC PARTNERSHIP AGREEMENT

This First Amendment ("Amendment") dated _______, 2025 ("Amendment Effective Date") to the *Greater Chicagoland Economic Partnership Agreement* dated January 18th, 2023 (" Partnership Agreement") is entered into as of the date of the last signature below ("Amendment Effective Date"), by and among COUNTY OF COOK, an Illinois home rule county, the KANE COUNTY ECONOMIC DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation, the COUNTY OF KENDALL, an Illinois county; WORLD BUSINESS CHICAGO ("WBC"), an Illinois not-for-profit corporation; CHOOSE DUPAGE, an Illinois not-for-profit corporation; LAKE COUNTY PARTNERSHIP FOR ECONOMIC DEVELOPMENT, an Illinois not-for-profit corporation; and JOLIET WILL COUNTY CENTER FOR ECONOMIC DEVELOPMENT, an Illinois not-for-profit corporation (collectively, the "Parties").

WHEREAS, the Parties have entered into the Partnership Agreement with the objective of promoting economic development through collaborative efforts among the Parties;

WHEREAS, pursuant to the Partnership Agreement, the "RBD Project" commenced on January 18th 2023, and unless extended, is scheduled to expire on the date that is three (3) years after such date;

WHEREAS, the Parties now desire to extend the term of the RBD Project for an additional twelve (12) months, ending on **January 19, 2027**; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Amendment.

1.1. Extension.

The term of the RBD Project, as set forth in the Partnership Agreement, is hereby extended for an additional twelve (12) months. The RBD Project shall now expire on **January 19**, **2027**.

- No Other Changes. Except as expressly amended herein, all other terms, conditions, rights, and obligations set forth in the Partnership Agreement shall remain in full force and effect. If any provision of this Amendment conflicts with the Partnership Agreement, the provisions of this Amendment shall control
- 3. **Counterparts; Electronic Signatures**. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed original signatures for all purposes.

Signatures on following page

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

World Business Chicago:	Kane County Economic Development Corporation:
By:	_
Its:	Ву:
Print Name:	Its:
County of Cook:	Print Name:
Ву:	County of Kendall:
Its:	Ву:
Print Name:	Its:
Choose DuPage: By:	Print Name: McHenry County Economic Development Corporation:
Its:	Ву:
Print Name:	Its:
Lake County Partnership for Economic Development:	Print Name:
ву:	Joliet Will County Center for Economic Development:
Its:	Ву:
Print Name:	Its:
	Print Name: