



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

1. Call to Order and Pledge of Allegiance
2. Roll Call: Matt Kellogg (Chairman), Scott Gengler (Vice-Chair), Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley, Seth Wormley
3. Approval of Agenda
4. Approval to Forward Claims to County Board Meeting
5. Committee Reports and Updates
6. New Committee Business
  - A. Motion (Forward to County Board): 2026 Liability, Property and Workers Compensation Insurance Renewal
  - B. Motion (Forward to County Board): IDOT Commuter Rail Grant Agreement
  - C. Motion (Forward to County Board): Recommendation on 2025 Noxious Weed Annual Report
  - D. Motion (Forward to County Board): Liquor Control Code Updates
  - E. Video Gaming License Discussion
  - F. Motion (Forward to County Board): Amendment to Comprehensive Development Agreement with Fox Fiber
7. Old Committee Business
8. Department Head and Elected Official Reports
9. Questions from the Media
10. Chairman's Report

Appointments

Cathy Anzelc - Regional Planning Commission - Remainder of Term - Expires December 2025

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

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



# Kendall County Agenda Briefing

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**Meeting Type:** Committee of the Whole  
**Meeting Date:** 11/13/2025  
**Subject:** Property, Liability, Casualty, Cyber, Auto, and Workers' Compensation Insurance for 2026 Policy Year  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

To select and forward one of the proposals for Property, Liability, Casualty, Cyber, Auto, and Workers' Compensation Insurance for 2026 Policy Year to the County Board for approval

**Board/Committee Review:**

N/A

**Fiscal impact:**

Proposal costs are set forth on the next page.

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**Background and Discussion:**

In accordance with the direction of the Human Resources & Insurance Committee, staff obtained the attached proposals for Kendall County's Property, Liability, Casualty, Cyber, Auto, and Workers' Compensation Insurance coverage for the 2026 policy year.

Kendall County received a proposal from the Counties of Illinois Risk Management Agency (CIRMA) offering three (3) alternative options, and a proposal from the Illinois Risk Management Trust (ICRMT) offering two (2) alternative options. Per the direction of the Human Resources & Insurance Committee, staff obtained a quote from CIRMA for sabotage and terrorism coverage as such coverage was not included in CIRMA's original proposal but was included in ICRMT's proposal. CIRMA also provided a revised cyber insurance proposal, which has a lower premium but the same coverage previously proposed. A summary of all proposals is provided on the next page.

**Staff Recommendation:**

For the Committee of the Whole to select and forward one (1) of the six insurance proposal options to the County Board for approval.

**Attachments:**

1. Overview of Proposals received;
2. Proposals received from ICRMT; and
3. Proposals received from CIRMA.

**Kendall County 2025-2026 Insurance Quotes Received**

Insurance Option	2025 COVERAGE - ICRMT	2026 - ICRMT #1 (STATUS QUO)	2026 - ICRMT #2	2026 - CIRMA - #1	2026- CIRMA - #2	2026- CIRMA - #3	2026 - CIRMA - #4
Deductibles/Self-Insured Retention (SIR)	<b>Deductibles/SIR:</b> \$250,000 Liability/\$50,000 Property/\$25,000 Auto Physical Damage/\$250,000 WC	<b>Deductibles/SIR:</b> \$250,000 Liability/\$50,000 Property/\$25,000 Auto Physical Damage/\$250,000 WC	<b>Deductibles/SIR:</b> \$100,000 Liability/\$50,000 Property/\$25,000 Auto Physical Damage/\$250,000 WC	<b>Deductibles:</b> \$0 Liability/\$1,000 Property/\$0 Auto Physical Damage/\$250,000 WC	<b>Deductibles:</b> \$50,000 Liability/\$50,000 Property/\$50,000 Auto Physical Damage/\$250,000 WC	<b>Deductibles/SIR:</b> \$100,000 Liability/\$100,000 Property/\$100,000 Auto Physical Damage/\$250,000 WC	<b>Deductibles:</b> Same as CIRMA #3
Premium Sub-Total	\$842,960	\$ 943,842	\$ 894,828	\$ 1,023,246	\$ 924,340	\$ 876,726	\$ 876,726
Cyber Liability		<b>Alliant</b> \$3,000,000 Limits / \$10,000 Deductible	<b>Alliant</b> \$3,000,000 Limits / \$10,000 Deductible	<b>CIRMA</b> \$3,000,000 Limit / \$25,000 Deductible	<b>CIRMA</b> \$3,000,000 Limit / \$25,000 Deductible	<b>CIRMA</b> \$3,000,000 Limit / \$25,000 Deductible	<b>CIRMA</b> \$3,000,000 Limit / \$25,000 Deductible
Premium Sub-Total	\$30,475	\$ 30,670	\$ 30,670	\$ 44,681	\$ 44,681	\$ 44,681	\$32,313
Sabotage & Terrorism Insurance		<b>ICRMT \$1,000,000</b> Limit/\$3,000,000 Aggregate	<b>ICRMT \$1,000,000</b> Limit/\$3,000,000 Aggregate	<b>None</b>	<b>None</b>	<b>None</b>	<b>CIRMA</b> \$50,000,000 Limit for Damage & Financial Loss/\$1,000,000 Sub-limit for Liability
Premium Sub-Total	No additional cost	No additional cost	No additional cost	-	-	-	\$10,354
<b>Premium Total</b>	<b>\$873,435</b>	<b>\$ 974,512</b>	<b>\$ 925,498</b>	<b>\$ 1,067,927</b>	<b>\$ 969,021</b>	<b>\$ 921,407</b>	<b>\$ 919,393</b>

# ICRMT PROPOSAL #1

## ILLINOIS COUNTIES RISK MANAGEMENT TRUST

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### INSURANCE PROGRAM RENEWAL



## Kendall County

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**PRESENTED BY:**

Alliant Insurance Services, Inc

**POLICY YEAR:**

DEC 01, 2025 - DEC 01, 2026

**Quote Number:**

R4-1000040-2526-01

**ADMINISTERED BY:**





## ICRMT- “THE VALUE”

### Kendall County

It is our pleasure to further present the Illinois Counties Risk Management Trust (ICRMT) and the value it provides counties in IL. ICRMT provides all the needed coverage, but most importantly provides the most comprehensive service package specifically designed to protect county’s interests.

### CAN YOU AFFORD NOT TO BE PROTECTED?

#### ICRMT – “THE VALUE”

ICRMT direct services and value:

- » County’s dues to the UCCI are covered at 90% by the ICRMT - **\$5,000** (average)
- » IPMG Risk Management - **\$12,000**
  - » Online Training Portal
  - » Regional Seminars
  - » WC – risk management implementation
- » Law Enforcement Training through Legal Liability Risk Management Institute (LLRMI)
  - » Used by over 2500 Law Enforcement officers in Illinois
  - » Road and Jail Policies and Procedures - **\$5,000**
  - » Officer Training - 61 officers @ \$500 per - **\$30,500**
    - Web Based Training
    - Regional Training
    - Legal updates from Supreme Court and 7th Circuit
- » Property Appraisals through Kroll – **\$3,000** (\$15,000 every five years) *If property is written*
- » Open Door Legal - \$1,500
  - » ICRMT provides unlimited access to IMFK, the lead litigation firm for ICRMT, allowing the district to receive legal advice, opinions, severance package work etc.
- » Employee Handbook, legal review - **\$2,500**

#### **DIRECT VALUE: \$59,500**

Budget Reduction:

- » ICRMT includes many accredited law enforcement seminars each year through the Legal Liability Risk Management Institute. The Police Chief and all officers can receive continuing education free of charge.

ICRMT Additional Value to County Jails:

- » ICRMT includes many accredited law enforcement seminars each year through the Legal Liability Risk Management Institute. The Police Chief and all officers can receive continuing education free of charge.

**PLEASE TAKE ADVANTAGE OF THE BENEFIT THAT IS ICRMT!**



## ABOUT ICRMT

*Providing insurance and risk management services to Illinois Public Entities since 1983.*

Illinois Counties Risk Management Trust (ICRMT) is one of the leading insurance programs in Illinois, providing property, and workers' compensation coverages for Illinois public entities since 1983. Owned by its members and administered by IPMG, ICRMT provides an integrated approach to risk management, claims administration, and underwriting tailored to fit the needs of your entity. ICRMT provides broad coverage and the most comprehensive service package specifically designed to protect the entity's exposures and budgetary constraints.



*Size: 600+ Members*



*Retention Rate: 97%*



*Total Premium: \$155+ Million*



# PROGRAM MANAGEMENT

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PROVIDED BY INSURANCE PROGRAM MANAGERS GROUP

## ACCOUNT EXECUTIVES

### JEFF WEBER

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### BOB SPRING

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### KYLE SHELL

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## UNDERWRITING

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### DANIEL KOLE

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## PROGRAM ADMINISTRATION

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### VALERIE MCGRATH

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## RISK MANAGEMENT & LOSS CONTROL SERVICES

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ICRMT Risk Management Services consultants deliver a catalog of resources with material expertise in public entity risk management. The staff has field-based experts in clinical medicine, physical therapy, and advanced degree safety experts. ICRMT's risk consultants have a background working in local law enforcement, fire, and emergency medical services.

The RMS consultants work with each entity to facilitate risk mitigation efforts through policy, training and engineering controls. These controls are delivered onsite and through online training options. ICRMT RMS consultants provide policy and training solutions for all lines of coverage with focus on industry and client loss trends and emerging risks.

### SERVICES INCLUDED:

- Use of Force Training
- Jail Policies and Procedures Audits
- Policy and Procedure Implementation
- Auto/Driving Exposure Evaluation
- Employment Practices Strategies, Education, and Training
- Safety Committee Development
- Hiring and Management Strategies
- Law Enforcement Seminars
- Fire Fighter/EMS Training
- Regulatory Compliances
- Essential Functions Testing Policy
- Background Check Policy
- Supervisors/Leadership Development
- Loss Analysis and Trending
- Slip and Fall Prevention Program
- Supervisory/Personnel Safety Training
- Accident Investigation Training
- Hazard Communication Training
- Blood Born Pathogens Training



## RISK MANAGEMENT & LOSS CONTROL CONSULTANTS

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### **BRIAN DEVLIN**

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### **MARK BELL**

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### **KEVIN MADEIRA**

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### **BRANDON BEYER**

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## CLAIMS MANAGEMENT SERVICES

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IPMG Claims Management Services offers a full-service claims team specializing in the public entity sector. IPMG CMS services claims for property, casualty and workers compensation claims.

IPMG CMS has a staff of 39 including 21 seasoned claims professionals with an average claims experience of over ten years. IPMG CMS's leadership team boasts well over 20 years of experience. IPMG CMS's staff specializes in program business, including unique self-insured retention structures.

### SERVICES INCLUDED:

- Dedicated service adjuster approach, which promotes service continuity and trust
- On-line claim reporting and investigation tool through In-Sight with loss experience access
- On-line claim review and claim report generation
- 24-hour contact on every new claim submission
- Clients are updated on all critical events and participate in all major claims decisions
- Quarterly claim file reviews
- Data analytics to quickly identify potential high cost claims
- Tailor made service plans
- Nurse Case Management

### CONTACT:

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**JULIE WRIGHT**

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**TIM OLSON**

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# ICRMT FEATURES AND BENEFITS

## Program Highlights

- Property and Casualty Policy is Non-Auditable
- Terrorism Coverage Included
- The ICRMT Trust Agreement contains a Resolution by the Executive Board making the program Non-Assessable
- Specialized Law Enforcement Risk Management Services
- Open Door Legal Consultation
- Tailored Risk Management Services
- Professional Property Appraisals
- Online Claims Reporting
- Crisis Management Assistance
- Enhanced Case Management
- PEDDA Coverage Available
- Unemployment Insurance Program

## Who is an Insured

- An individual while appointed as a director or executive officer
- A volunteer, unpaid worker, leased or temporary worker
- A board member, commissioner, trustee, or council person
- An employee or staff member
- An elected or appointed official or a member of your governing body, board, commission, council or agency of yours
- A partnership or Joint Venture, including a mutual assistance pact, joint powers agreement or similar agreement
- Your Medical Directors in conjunction with the medical facilities covered under this Policy, but only with respect to their administrative duties on your behalf.

Visit our page for more information:

[www.ICRMT.com](http://www.ICRMT.com)

**This is a summary of coverages provided. Please refer to the full policy for complete coverage, exclusions, and terms & conditions.**



## COVERAGE SUMMARY: GENERAL LIABILITY

### GENERAL LIABILITY

### LIMITS

Each Occurrence	\$1,000,000
General Annual Aggregate	\$3,000,000
Products/Completed Operations Annual Aggregate	\$1,000,000
Advertising and Personal Injury	\$1,000,000
Prior Acts	

Retroactive Date: **10/18/1978**

Limit of Liability is Equal to Limit Previously Carried

Reporting Period: **10/18/1978 - 12/01/1996**

**Self-Insured Retention: \$250,000 each occurrence**

### Sexual Abuse Liability – Claims Made

Each Occurrence \$1,000,000

Annual Aggregate \$1,000,000

Retroactive Date: **12/01/2006**

Innocent Party Defense Coverage Included

**Self-Insured Retention: \$250,000**

### COVERAGES INCLUDE

- Non-Monetary Legal Defense
 

Each Occurrence	\$100,000
Annual Aggregate	\$100,000
- Liquor Liability
- Medical Professional (Excluding Doctors & Dentists)
- Special Events
- Terrorism
- Volunteers
- Non-Auditable
- Herbicides & Pesticides - \$50,000 Coverage Limits
- Premises Liability



## COVERAGE SUMMARY: VIOLENT EVENT RESPONSE COVERAGE

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### COVERAGE

	LIMITS
- Violent Event Response Coverage	\$500,000/\$500,000
- Crisis Investigation	Included
- Personal Crisis Management Event Response Team	Included
- Crisis Communication Support, Media Management, Public Relations	Included
- Temporary Security Measures	Included
- The following Sublimited Coverages:	
o Medical Expenses	\$25,000 Per Person
o Counseling Service Expenses	\$10,000 Per Person
o Funeral Service Expenses	\$15,000 Per Person
o Per Event Crisis Team Services	\$100,000
o Memorialization Expenses	\$250,000

### Self-Insured Retention: \$250,000 each occurrence

This is addition to the standard liability coverages offered under this policy.



# COVERAGE SUMMARY: LAW ENFORCEMENT LIABILITY

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## COVERAGE

	LIMITS
Each Occurrence	\$1,000,000
General Annual Aggregate	\$3,000,000

### Self-Insured Retention: \$250,000 each occurrence

#### Prior Acts

Retroactive Date: **10/18/1978**

Limit of Liability is Equal to Limit Previously Carried

Reporting Period: **10/18/1978 - 12/01/1996**

## COVERAGES INCLUDE

ICRMT has partnered with Legal Liability Risk Management Institute, giving all members access to updated law enforcement policies and procedures and the necessary training. For more info please contact your designated ICRMT Risk Manager.

- Non-Monetary Legal Defense
  - Each Occurrence \$100,000
  - Annual Aggregate \$100,000
- Auxiliary Officers
- Intergovernmental/Mutual Aid Agreements
- Jails/Holding Cells
- Good Samaritan
- Commandeered Autos



## COVERAGE SUMMARY: AUTO LIABILITY & PHYSICAL DAMAGE

### AUTO LIABILITY

Each Occurrence

### LIMITS

\$1,000,000

**Self-Insured Retention: \$250,000 each occurrence**

### UNINSURED & UNDERINSURED MOTORIST LIABILITY

Each Occurrence

NOT COVERED

### AUTO PHYSICAL DAMAGE

Total Scheduled Value

\$10,040,867

Total Agreed Value

\$0

Number of Vehicles

185

**Comprehensive Per Loss Self-Insured Retention: \$25,000**

**Collision Per Loss Self-Insured Retention: \$25,000**

*\*Or as indicated on the Schedule*

### COVERAGES INCLUDE

- |   |           |
|---|-----------|
| • Automatic Liability for Newly Acquired Vehicles (Non-Auditable) | Included  |
| • Newly Acquired Automobiles Physical Damage (Non-Auditable)      | \$500,000 |
| • Hired/Non-Owned Liability                                       | Included  |
| • Hired Auto Physical Damage                                      | Included  |
| • Garagekeepers Legal Liability - per Occurrence                  | \$100,000 |
| • Pollution Caused by Upset/Overturn                              | Included  |
| • Commandeered Autos  | Included  |
| • Loss of Use and Lease Gap Coverage                              | Included  |
| • Rental Reimbursement  | Included  |



# COVERAGE SUMMARY: PUBLIC OFFICIALS LIABILITY

## PUBLIC OFFICIALS LIABILITY - CLAIMS MADE

### LIMITS

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

Retroactive Date: **10/18/1978**

**Self-Insured Retention: \$250,000 each occurrence**

## EMPLOYMENT PRACTICES LIABILITY - CLAIMS MADE

Each Occurrence	Included
Annual Aggregate	Included

Retroactive Date: **10/18/1978**

**Self-Insured Retention: \$250,000 each occurrence**

## EMPLOYEE BENEFITS LIABILITY

Each Occurrence	Included
Annual Aggregate	Included

Retroactive Date: **12/01/2013**

**Self-Insured Retention: \$250,000 each occurrence**

## COVERAGES INCLUDE

- Non-Monetary Legal Defense
  - Each Occurrence \$100,000
  - Annual Aggregate \$100,000
- Sexual Harassment
- Discrimination
- Wrongful Termination
- FOIA/Open Meetings Act



## COVERAGE SUMMARY: EXCESS LIABILITY

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Coverage	Underlying Limits	Excess Limit
General Liability	\$1,000,000/\$3,000,000	\$15,000,000
Law Enforcement Liability	\$1,000,000/\$3,000,000	\$15,000,000
Auto Liability	\$1,000,000	\$15,000,000
Public Officials (Claims Made)	\$1,000,000/\$1,000,000	\$15,000,000

### COVERAGES EXCLUDED

- Sanitary Sewer Backup
- Sexual Abuse
- Uninsured/Underinsured Motorist Coverage
- Workers Compensation and Employers Liability
- Unmanned Aircraft
- Cyber Liability
- Claims arising out of the actual or alleged transmission of a communicable disease or virus
- PFA's (Polyfluoroalkyl Substances)



## COVERAGE SUMMARY: PROPERTY

LIMIT OF INSURANCE: Blanket Limit of Insurance applies to scheduled and appraised Buildings and Business Personal Property that are valued on a Replacement Cost basis. Any property that has not yet been appraised is subject to the 125% Margin Clause. If the Margin Clause applies, in no event shall liability in any one occurrence for any Building, Structure or Business Personal Property at any one location exceed 125% of the individually stated value for such property as shown in the latest Statement of Values or other documentation on file with the Trust.

### COVERED PROPERTY

	LIMITS
Total Loss Limit per Occurrence	\$180,411,620
Building Value	\$167,975,380
Business Personal Property Including Stationary EDP	\$12,436,240
Solar Panels	\$0
Personal Property of Others	\$100,000
Newly Constructed or Acquired Property	\$1,000,000
Footbridges	\$100,000
Covered Property in Transit	\$1,000,000
Course of Construction	\$1,000,000

**Deductible: \$50,000 All Covered Perils except Windstorm or Hail, Flood, & Earth Movement**

**Wind Deductible: \$50,000**

**\*Or as indicated on the Schedule**

### ADDITIONAL PROPERTY COVERAGES

Earth Movement, Volcanic Eruption, Landslide and Subsidence	\$10,000,000
Program Aggregate	\$250,000,000

**Deductible: \$50,000 or 2% of the damaged location; whichever is greater**

Flood	\$10,000,000
Program Aggregate (Excluding Flood Zone A and V)	\$250,000,000

**Deductible: \$50,000 per occurrence**

### COVERED COSTS & EXPENSES

Debris Removal (whichever is greater)	25% or \$500,000
Pollutant Cleanup and Removal (Aggregate in any one Policy Year)	\$100,000
Fire Department Service Charge	\$25,000
Fire Protection Equipment Discharge	\$25,000
Ordinance or Law Coverage	\$10,000,000
Preservation of Property	\$100,000
Protection of Property	\$250,000
Roofs 20 years old are valued at ACV	
Business Income/Extra Expense	\$1,000,000
Business Income/Extra Expense Increased Limits	\$0



## COVERAGE SUMMARY: **PROPERTY (cont.)**

<b>SUPPLEMENT COVERAGE</b>	<b>LIMITS</b>	
Communication Towers	\$100,000	
Trees, Shrubs, and Plants; subject to a Maximum Per Item of:		
Per Item	\$25,000	
Per Occurrence	\$100,000	
Golf Course Greens, Tees and Fairways		
Per Item	\$25,000	
Per Occurrence	\$100,000	
Interruption of Computer Operations		
Per occurrence	\$50,000	
Annual Aggregate	\$100,000	
Personal Effects Owned By Employees	\$100,000	
Retaining Walls and Other Outdoor Walls	\$10,000	
Underground Sprinkler Systems	\$100,000	
Unnamed Locations - Unintentional Errors and Omissions	\$1,000,000	
Utility Services - Direct Damage	\$1,000,000	
Utility Services - Time Element	\$1,000,000	
Limited Fungus/Fungi, Wet Rot, and Dry Rot Coverage		
Direct Damage	\$50,000	
Business Income and Extra Expense	\$50,000	
Extra Expense Number of Days	30 days	
Backup of Sewer, Drains or Sump Pump Failures	\$250,000	
Ancillary Buildings	\$25,000	
Outdoor Property - including but not limited to:	\$250,000	
Fences	Goal Posts	Traffic Lights/Control Boxes
Light Fixtures/Poles	Playground Equipment	Bleachers
Road Signs	Scoreboards	Ticket Booths
Non-Utility Poles	Benches	Dugouts
Fountains	Statues	Bike Racks
Monuments	Fire Hydrants	

All Supplemental Property Coverages are subject to a \$10,000 minimum deductible



## COVERAGE SUMMARY: MOBILE EQUIPMENT & MISC. ARTICLES

### SCHEDULED LIMITS

	LIMITS
Cameras, Radios, & Communications Equipment	\$41,000
EDP Equipment/Media	\$292,100
EDP Extra Expense	\$500,000
Mobile Equipment greater than or equal to \$10,000 per item	\$1,728,501
Unmanned Aircraft	\$8,000
Valuable Papers - Excess	\$100,000
Voting Equipment	\$1,173,598

**Deductible: \$25,000**

**\*Or as indicated on the Schedule**

### COVERED COSTS & EXPENSES

Newly Acquired Property	
Per Item	\$250,000
Rental Expense Reimbursement	\$10,000
Pollutant Cleanup and Removal	\$100,000
Fire Department Equipment	\$50,000
Unscheduled Fine Arts	\$1,000,000
Unscheduled Watercraft	\$100,000
Unscheduled Musical Instruments, Band Uniforms, and Athletic Equipment	\$500,000
Contractors Equipment - Non-Owned	
Per Item	\$100,000
Per Occurrence	\$250,000
Accounts Receivable	\$1,000,000
Valuable Papers and Records	\$1,000,000



## COVERAGE SUMMARY: EQUIPMENT BREAKDOWN

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COVERAGE	LIMIT
Total Building and Contents Value	\$100,000,000
<b>Deductible: \$50,000 All Covered Perils except Windstorm or Hail, Flood, &amp; Earth Movement</b>	
<b>BI/EE &amp; Utility Interruption Deductible: 24 Hours</b>	

### COVERAGE EXTENSION

Combined Business Income	Included
Combined Extra Expense	Included
Spoilage Damage	Included
Utility Interruption - Time Element	\$10,000,000
Electronic Data or Media	\$10,000,000
Expediting Expenses	Included
Ordinance or Law	\$10,000,000
Hazardous Substance, Contamination, Pollutants	\$10,000,000
Newly Acquired Property	\$1,000,000
Debris Removal	25% or \$500,000
Water Damage	\$500,000
Emergency Power Generating Equipment 1,000 kw or less	Included

Non Emergency Power Generating Equipment is Excluded.



## COVERAGE SUMMARY: **CRIME**

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<b>COVERAGE</b>	<b>LIMIT</b>
Blanket Employee Dishonesty	\$1,000,000
Loss Inside the Premises - Money & Securities	\$1,000,000
Loss Outside the Premises	\$1,000,000
Money Orders and Counterfeit Currency	\$1,000,000
Depositors Forgery or Alterations	\$1,000,000
Computer Fraud	\$1,000,000
Funds Transfer Fraud	\$1,000,000
Social Engineering/False Pretenses	\$50,000

**Deductible: \$25,000**

The ICRMT Crime Form includes coverage for any of your officials who are required by law to give bonds for the faithful performance of their service against Loss through the failure of any Employee under the supervision of that official to faithfully perform his or her duties as prescribed by law and will meet the requirements for Public Officials bonds up to the statutory limit or policy limit, whichever is less.



# COVERAGE SUMMARY: WORKERS' COMPENSATION

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## COVERAGE

	LIMIT
Workers' Compensation	Statutory
Employer's Liability Limit	
Each Accident	\$2,500,000
Each Employee for Disease	\$2,500,000

**Self-Insured Retention: \$250,000**

## ICRMT FEATURES AND BENEFITS

- Volunteers Covered
- Payrolls are subject to an annual audit
- Enhanced Case Management
- Tailored Risk Management Services
- Online Claims Reporting
- Crisis Management Assistance
- Terrorism Coverage Included
- ICRMT Trust Agreement contains a resolution making the program non-assessable



## COVERAGE SUMMARY: WC PREMIUM CALCULATION

CODE	CLASSIFICATION	ANNUAL ESTIMATED PAYROLL	RATE	MANUAL PREMIUM
5506	Street & Road	\$779,410	9.02	\$70,303
7380	School Bus Drivers	\$46,312	5.24	\$2,427
7720	Law Enforcement	\$10,901,622	6.17	\$672,630
8601	Architect/Engineer	\$338,834	0.62	\$2,101
8810	Clerical	\$7,054,896	0.46	\$32,453
8820	Attorney - All Employees & Clerical	\$2,447,394	0.12	\$2,937
8831	Animal Control	\$235,436	3.93	\$9,253
8832	Physician/Coroner/Health Department & Clerical	\$3,320,484	0.69	\$22,911
8835	Health Dept - Visiting Nurses/Home Health & Clerical	\$57,958	1.60	\$927
9015	Building Operations/Custodial/Maintenance NOC	\$672,557	10.90	\$73,309
9410	Municipal NOC	\$397,876	2.70	\$10,743
	TOTALS	<b>\$26,252,779</b>		<b>\$899,992</b>

Gross Annual Premium		\$899,992
Increased Limit Multiplier	1.02	\$917,992
Minimum Premium	\$1,000	\$917,992
Experience Modifier	0.87	\$798,653
Schedule Modifier	0.19	\$151,744
Expense Modifier		\$151,744
Subtotal		\$151,744
Premium Discount	11.10%	\$134,901
<b>Total Annual Premium</b>		<b>\$134,900</b>



## PREMIUM SUMMARY

Presented By:

**Illinois Counties Risk Management Trust**

**Named Insured:** Kendall County

**Quote Number:** R4-1000040-2526-01

**Policy Year:** DEC 01, 2025 - DEC 01, 2026

Coverage Parts	Premium
General Liability	Included
Law Enforcement Liability	Included
Auto	Included
Public Officials Liability - Claims Made	Included
Property	Included
Inland Marine	Included
Equipment Breakdown	Included
Sales Tax Interruption	Not Covered
Crime	Included
Cyber Liability	Not Covered
Excess Liability	Included
Package Premium	\$808,942
Workers' Compensation	\$134,900
<b>Total Annual Premium</b>	<b>\$943,842</b>



## REQUIREMENTS TO BIND

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The following must be received prior to binding:

- Signed Acceptance Statement
- Requested Payment Plan (if annual policy)
- Insured's Contact Information (space below)

### PRIMARY CONTACT

---

Name	Title		
Phone	Email		
Role: (check the role that applies)	<input type="checkbox"/> Accounting/Invoices	<input type="checkbox"/> Claims	<input type="checkbox"/> Loss Control

### ADDITIONAL CONTACTS

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Name	Title		
Phone	Email		
Role: (enter one person per role)	<input type="checkbox"/> Accounting/Invoices	<input type="checkbox"/> Claims	<input type="checkbox"/> Loss Control



# ACCEPTANCE STATEMENT

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**Named Insured:** Kendall County  
**Quote Number:** R4-1000040-2526-01  
**Policy Year:** DEC 01, 2025 - DEC 01, 2026

<b>Total Annual Premium</b>	<b>\$943,842</b>
-----------------------------	------------------

## Terms and Conditions

- The Named Insured can only cancel the Policy at program anniversary and only if 90-day prior written notice of cancellation is given. If required notice is not given, full estimated premium is earned, due and payable.
- All terms and conditions of membership in the Illinois Counties Risk Management Trust are set forth in the Trust by-laws. A copy of this document is available for your review
- Per the Membership Agreement, the member must be with the Trust for 12 months prior to withdrawing and can only withdraw at anniversary date of effective date.

## REQUESTED PAYMENT PLAN:

Annual       50/50       25/6

**FEIN:** \_\_\_\_\_

## Acceptance Statement:

Please accept this as a formal confirmation that all terms and conditions, attached scheduled items, and premiums proposed by the Illinois Counties Risk Management Trust are accepted effective 12/01/2025.

---

Signature of Official

Date



# INVOICE

PRESENTED BY: **ILLINOIS COUNTIES RISK MANAGEMENT TRUST**

**Named Insured:** Kendall County  
**Quote Number:** R4-1000040-2526-01  
**Policy Year:** DEC 01, 2025 - DEC 01, 2026

<b>Total Annual Premium</b>	<b>\$943,842</b>
-----------------------------	------------------

**Premium Due by Effective Date of Coverage.**

Based upon the payment plan you select, the following down payment is due:

Annual	
50/50	\$471,921
25/6	\$235,961

Please Make Checks Payable to:

Illinois Counties Risk Management Trust  
PO Box 8291  
Carol Stream, IL 60197-8291

Named Insured:	Kendall County
Quote Number:	R4-1000040-2526-01
Package Premium Remitted:	



# ICRMT PROPOSAL #2

## ILLINOIS COUNTIES RISK MANAGEMENT TRUST

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### INSURANCE PROGRAM RENEWAL



## Kendall County

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**PRESENTED BY:**

Alliant Insurance Services, Inc

**POLICY YEAR:**

DEC 01, 2025 - DEC 01, 2026

**Quote Number:**

R4-1000040-2526-02

**ADMINISTERED BY:**





## ABOUT ICRMT

*Providing insurance and risk management services to Illinois Public Entities since 1983.*

Illinois Counties Risk Management Trust (ICRMT) is one of the leading insurance programs in Illinois, providing property, and workers' compensation coverages for Illinois public entities since 1983. Owned by its members and administered by IPMG, ICRMT provides an integrated approach to risk management, claims administration, and underwriting tailored to fit the needs of your entity. ICRMT provides broad coverage and the most comprehensive service package specifically designed to protect the entity's exposures and budgetary constraints.



*Size: 600+ Members*



*Retention Rate: 97%*



*Total Premium: \$155+ Million*



# PROGRAM MANAGEMENT

---

PROVIDED BY INSURANCE PROGRAM MANAGERS GROUP

## ACCOUNT EXECUTIVES

### JEFF WEBER

President  
jeff.weber@ipmg.com  
314.293.9707

### BOB SPRING

Sr. VP - Public Entity Practice  
bob.spring@ipmg.com  
630.485.5885

### KYLE SHELL

Account Executive  
kyle.shell@ipmg.com  
314.293.9717

## UNDERWRITING

### TODD GREER

COO  
todd.greer@ipmg.com  
630.485.5869

### KRISTEN TRACY

Senior Vice President of Programs  
kristen.tracy@ipmg.com  
630.485.5970

### DANIEL KOLE

Program Underwriter  
daniel.kole@ipmg.com  
630.485.5952

## PROGRAM ADMINISTRATION

### PAIGE KEEGAN

ICRMT Program Administrator Coordinator  
paige.keegan@ipmg.com  
630.203.5305

### VALERIE MCGRATH

ICRMT Administrative Assistant  
valerie.mcgrath@ipmg.com  
630.203.5180



## RISK MANAGEMENT & LOSS CONTROL SERVICES

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ICRMT Risk Management Services consultants deliver a catalog of resources with material expertise in public entity risk management. The staff has field-based experts in clinical medicine, physical therapy, and advanced degree safety experts. ICRMT's risk consultants have a background working in local law enforcement, fire, and emergency medical services.

The RMS consultants work with each entity to facilitate risk mitigation efforts through policy, training and engineering controls. These controls are delivered onsite and through online training options. ICRMT RMS consultants provide policy and training solutions for all lines of coverage with focus on industry and client loss trends and emerging risks.

### SERVICES INCLUDED:

- Use of Force Training
- Jail Policies and Procedures Audits
- Policy and Procedure Implementation
- Auto/Driving Exposure Evaluation
- Employment Practices Strategies, Education, and Training
- Safety Committee Development
- Hiring and Management Strategies
- Law Enforcement Seminars
- Fire Fighter/EMS Training
- Regulatory Compliances
- Essential Functions Testing Policy
- Background Check Policy
- Supervisors/Leadership Development
- Loss Analysis and Trending
- Slip and Fall Prevention Program
- Supervisory/Personnel Safety Training
- Accident Investigation Training
- Hazard Communication Training
- Blood Born Pathogens Training



## RISK MANAGEMENT & LOSS CONTROL CONSULTANTS

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### **BRIAN DEVLIN**

Senior Vice President  
brian.devlin@ipmg.com  
630.485.5922

### **MARK BELL**

Public Entity Team Director  
mark.bell@ipmg.com  
630.200.8711

### **JEFF BACIDORE**

Senior Risk Management Consultant  
jeff.bacidore@ipmg.com  
630.253.4463

### **DAN LUTTRELL**

Senior Risk Management  
Consultant  
dan.luttrell@ipmg.com  
224.239.7407

### **JOSH BLACKWELL**

Risk Management Consultant  
-Law Enforcement Practice  
josh.blackwell@ipmg.com  
224.227.0819

### **JASON REID**

Risk Management Consultant  
- Law Enforcement Practice  
jason.reid@ipmg.com  
630.203.5164

### **KEVIN MADEIRA**

Risk Management Support Specialist  
kevin.madeira@ipmg.com  
630.485.1065

### **BRANDON BEYER**

Risk Management Support Specialist  
brandon.beyer@ipmg.com  
630.485.5954



# CLAIMS MANAGEMENT SERVICES

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IPMG Claims Management Services offers a full-service claims team specializing in the public entity sector. IPMG CMS services claims for property, casualty and workers compensation claims.

IPMG CMS has a staff of 39 including 21 seasoned claims professionals with an average claims experience of over ten years. IPMG CMS's leadership team boasts well over 20 years of experience. IPMG CMS's staff specializes in program business, including unique self-insured retention structures.

## SERVICES INCLUDED:

- Dedicated service adjuster approach, which promotes service continuity and trust
- On-line claim reporting and investigation tool through In-Sight with loss experience access
- On-line claim review and claim report generation
- 24-hour contact on every new claim submission
- Clients are updated on all critical events and participate in all major claims decisions
- Quarterly claim file reviews
- Data analytics to quickly identify potential high cost claims
- Tailor made service plans
- Nurse Case Management

## CONTACT:

### MIKE CASTRO

Senior Vice President  
mike.castro@ipmg.com  
630.485.5895

### JULIE WRIGHT

Claims Vice President  
julie.wright@ipmg.com  
630.203.5228

### TIM OLSON

Claims Liaison  
tim.olson@ipmg.com  
630.485.5924



# ICRMT FEATURES AND BENEFITS

## Program Highlights

- Property and Casualty Policy is Non-Auditable
- Terrorism Coverage Included
- The ICRMT Trust Agreement contains a Resolution by the Executive Board making the program Non-Assessable
- Specialized Law Enforcement Risk Management Services
- Open Door Legal Consultation
- Tailored Risk Management Services
- Professional Property Appraisals
- Online Claims Reporting
- Crisis Management Assistance
- Enhanced Case Management
- PEDDA Coverage Available
- Unemployment Insurance Program

## Who is an Insured

- An individual while appointed as a director or executive officer
- A volunteer, unpaid worker, leased or temporary worker
- A board member, commissioner, trustee, or council person
- An employee or staff member
- An elected or appointed official or a member of your governing body, board, commission, council or agency of yours
- A partnership or Joint Venture, including a mutual assistance pact, joint powers agreement or similar agreement
- Your Medical Directors in conjunction with the medical facilities covered under this Policy, but only with respect to their administrative duties on your behalf.

Visit our page for more information:

[www.ICRMT.com](http://www.ICRMT.com)

**This is a summary of coverages provided. Please refer to the full policy for complete coverage, exclusions, and terms & conditions.**



# COVERAGE SUMMARY: GENERAL LIABILITY

## GENERAL LIABILITY

## LIMITS

Each Occurrence	\$1,000,000
General Annual Aggregate	\$3,000,000
Products/Completed Operations Annual Aggregate	\$1,000,000
Advertising and Personal Injury	\$1,000,000
Prior Acts	

Retroactive Date: **10/18/1978**  
 Limit of Liability is Equal to Limit Previously Carried  
 Reporting Period: **10/18/1978 - 12/01/1996**

**Self-Insured Retention: \$100,000 each occurrence**

### Sexual Abuse Liability – Claims Made

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000
Retroactive Date:	<b>12/01/2006</b>

Innocent Party Defense Coverage Included

**Self-Insured Retention: \$100,000**

## COVERAGES INCLUDE

- Non-Monetary Legal Defense
 

Each Occurrence	\$100,000
Annual Aggregate	\$100,000
- Liquor Liability
- Medical Professional (Excluding Doctors & Dentists)
- Special Events
- Terrorism
- Volunteers
- Non-Auditable
- Herbicides & Pesticides - \$50,000 Coverage Limits
- Premises Liability



## COVERAGE SUMMARY: VIOLENT EVENT RESPONSE COVERAGE

---

### COVERAGE

	LIMITS
- Violent Event Response Coverage	\$500,000/\$500,000
- Crisis Investigation	Included
- Personal Crisis Management Event Response Team	Included
- Crisis Communication Support, Media Management, Public Relations	Included
- Temporary Security Measures	Included
- The following Sublimited Coverages:	
o Medical Expenses	\$25,000 Per Person
o Counseling Service Expenses	\$10,000 Per Person
o Funeral Service Expenses	\$15,000 Per Person
o Per Event Crisis Team Services	\$100,000
o Memorialization Expenses	\$250,000

### Self-Insured Retention: \$100,000 each occurrence

This is addition to the standard liability coverages offered under this policy.



# COVERAGE SUMMARY: LAW ENFORCEMENT LIABILITY

---

## COVERAGE

	LIMITS
Each Occurrence	\$1,000,000
General Annual Aggregate	\$3,000,000

### Self-Insured Retention: \$100,000 each occurrence

#### Prior Acts

Retroactive Date: **10/18/1978**

Limit of Liability is Equal to Limit Previously Carried

Reporting Period: **10/18/1978 - 12/01/1996**

## COVERAGES INCLUDE

ICRMT has partnered with Legal Liability Risk Management Institute, giving all members access to updated law enforcement policies and procedures and the necessary training. For more info please contact your designated ICRMT Risk Manager.

- Non-Monetary Legal Defense
  - Each Occurrence \$100,000
  - Annual Aggregate \$100,000
- Auxiliary Officers
- Intergovernmental/Mutual Aid Agreements
- Jails/Holding Cells
- Good Samaritan
- Commandeered Autos



## COVERAGE SUMMARY: AUTO LIABILITY & PHYSICAL DAMAGE

### AUTO LIABILITY

Each Occurrence

### LIMITS

\$1,000,000

**Self-Insured Retention: \$100,000 each occurrence**

### UNINSURED & UNDERINSURED MOTORIST LIABILITY

Each Occurrence

NOT COVERED

### AUTO PHYSICAL DAMAGE

Total Scheduled Value

\$10,040,867

Total Agreed Value

\$0

Number of Vehicles

185

**Comprehensive Per Loss Self-Insured Retention: \$25,000**

**Collision Per Loss Self-Insured Retention: \$25,000**

*\*Or as indicated on the Schedule*

### COVERAGES INCLUDE

- |   |           |
|---|-----------|
| • Automatic Liability for Newly Acquired Vehicles (Non-Auditable) | Included  |
| • Newly Acquired Automobiles Physical Damage (Non-Auditable)      | \$500,000 |
| • Hired/Non-Owned Liability                                       | Included  |
| • Hired Auto Physical Damage                                      | Included  |
| • Garagekeepers Legal Liability - per Occurrence                  | \$100,000 |
| • Pollution Caused by Upset/Overturn                              | Included  |
| • Commandeered Autos  | Included  |
| • Loss of Use and Lease Gap Coverage                              | Included  |
| • Rental Reimbursement  | Included  |



## COVERAGE SUMMARY: PUBLIC OFFICIALS LIABILITY

---

### PUBLIC OFFICIALS LIABILITY - CLAIMS MADE

### LIMITS

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

Retroactive Date: **10/18/1978**

**Self-Insured Retention: \$100,000 each occurrence**

### EMPLOYMENT PRACTICES LIABILITY - CLAIMS MADE

Each Occurrence	Included
Annual Aggregate	Included

Retroactive Date: **10/18/1978**

**Self-Insured Retention: \$100,000 each occurrence**

### EMPLOYEE BENEFITS LIABILITY

Each Occurrence	Included
Annual Aggregate	Included

Retroactive Date: **12/01/2013**

**Self-Insured Retention: \$100,000 each occurrence**

### COVERAGES INCLUDE

- Non-Monetary Legal Defense
  - Each Occurrence \$100,000
  - Annual Aggregate \$100,000
- Sexual Harassment
- Discrimination
- Wrongful Termination
- FOIA/Open Meetings Act



## COVERAGE SUMMARY: **EXCESS LIABILITY**

---

<b>Coverage</b>	<b>Underlying Limits</b>	<b>Excess Limit</b>
General Liability	\$1,000,000/\$3,000,000	\$15,000,000
Law Enforcement Liability	\$1,000,000/\$3,000,000	\$15,000,000
Auto Liability	\$1,000,000	\$15,000,000
Public Officials (Claims Made)	\$1,000,000/\$1,000,000	\$15,000,000

### **COVERAGES EXCLUDED**

- Sanitary Sewer Backup
- Sexual Abuse
- Uninsured/Underinsured Motorist Coverage
- Workers Compensation and Employers Liability
- Unmanned Aircraft
- Cyber Liability
- Claims arising out of the actual or alleged transmission of a communicable disease or virus
- PFA's (Polyfluoroalkyl Substances)



## COVERAGE SUMMARY: PROPERTY

LIMIT OF INSURANCE: Blanket Limit of Insurance applies to scheduled and appraised Buildings and Business Personal Property that are valued on a Replacement Cost basis. Any property that has not yet been appraised is subject to the 125% Margin Clause. If the Margin Clause applies, in no event shall liability in any one occurrence for any Building, Structure or Business Personal Property at any one location exceed 125% of the individually stated value for such property as shown in the latest Statement of Values or other documentation on file with the Trust.

### COVERED PROPERTY

	LIMITS
Total Loss Limit per Occurrence	\$180,411,620
Building Value	\$167,975,380
Business Personal Property Including Stationary EDP	\$12,436,240
Solar Panels	\$0
Personal Property of Others	\$100,000
Newly Constructed or Acquired Property	\$1,000,000
Footbridges	\$100,000
Covered Property in Transit	\$1,000,000
Course of Construction	\$1,000,000

**Deductible: \$50,000 All Covered Perils except Windstorm or Hail, Flood, & Earth Movement**

**Wind Deductible: \$50,000**

**\*Or as indicated on the Schedule**

### ADDITIONAL PROPERTY COVERAGES

Earth Movement, Volcanic Eruption, Landslide and Subsidence	\$10,000,000
Program Aggregate	\$250,000,000

**Deductible: \$50,000 or 2% of the damaged location; whichever is greater**

Flood	\$10,000,000
Program Aggregate (Excluding Flood Zone A and V)	\$250,000,000

**Deductible: \$50,000 per occurrence**

### COVERED COSTS & EXPENSES

Debris Removal (whichever is greater)	25% or \$500,000
Pollutant Cleanup and Removal (Aggregate in any one Policy Year)	\$100,000
Fire Department Service Charge	\$25,000
Fire Protection Equipment Discharge	\$25,000
Ordinance or Law Coverage	\$10,000,000
Preservation of Property	\$100,000
Protection of Property	\$250,000
Roofs 20 years old are valued at ACV	
Business Income/Extra Expense	\$1,000,000
Business Income/Extra Expense Increased Limits	\$0



## COVERAGE SUMMARY: PROPERTY (cont.)

SUPPLEMENT COVERAGE	LIMITS	
Communication Towers	\$100,000	
Trees, Shrubs, and Plants; subject to a Maximum Per Item of:		
Per Item	\$25,000	
Per Occurrence	\$100,000	
Golf Course Greens, Tees and Fairways		
Per Item	\$25,000	
Per Occurrence	\$100,000	
Interruption of Computer Operations		
Per occurrence	\$50,000	
Annual Aggregate	\$100,000	
Personal Effects Owned By Employees	\$100,000	
Retaining Walls and Other Outdoor Walls	\$10,000	
Underground Sprinkler Systems	\$100,000	
Unnamed Locations - Unintentional Errors and Omissions	\$1,000,000	
Utility Services - Direct Damage	\$1,000,000	
Utility Services - Time Element	\$1,000,000	
Limited Fungus/Fungi, Wet Rot, and Dry Rot Coverage		
Direct Damage	\$50,000	
Business Income and Extra Expense	\$50,000	
Extra Expense Number of Days	30 days	
Backup of Sewer, Drains or Sump Pump Failures	\$250,000	
Ancillary Buildings	\$25,000	
Outdoor Property - including but not limited to:	\$250,000	
Fences	Goal Posts	Traffic Lights/Control Boxes
Light Fixtures/Poles	Playground Equipment	Bleachers
Road Signs	Scoreboards	Ticket Booths
Non-Utility Poles	Benches	Dugouts
Fountains	Statues	Bike Racks
Monuments	Fire Hydrants	

All Supplemental Property Coverages are subject to a \$10,000 minimum deductible



## COVERAGE SUMMARY: MOBILE EQUIPMENT & MISC. ARTICLES

### SCHEDULED LIMITS

	LIMITS
Cameras, Radios, & Communications Equipment	\$41,000
EDP Equipment/Media	\$292,100
EDP Extra Expense	\$500,000
Mobile Equipment greater than or equal to \$10,000 per item	\$1,728,501
Unmanned Aircraft	\$8,000
Valuable Papers - Excess	\$100,000
Voting Equipment	\$1,173,598

**Deductible: \$25,000**

**\*Or as indicated on the Schedule**

### COVERED COSTS & EXPENSES

Newly Acquired Property	
Per Item	\$250,000
Rental Expense Reimbursement	\$10,000
Pollutant Cleanup and Removal	\$100,000
Fire Department Equipment	\$50,000
Unscheduled Fine Arts	\$1,000,000
Unscheduled Watercraft	\$100,000
Unscheduled Musical Instruments, Band Uniforms, and Athletic Equipment	\$500,000
Contractors Equipment - Non-Owned	
Per Item	\$100,000
Per Occurrence	\$250,000
Accounts Receivable	\$1,000,000
Valuable Papers and Records	\$1,000,000



## COVERAGE SUMMARY: EQUIPMENT BREAKDOWN

---

COVERAGE	LIMIT
Total Building and Contents Value	\$100,000,000
<b>Deductible: \$50,000 All Covered Perils except Windstorm or Hail, Flood, &amp; Earth Movement</b>	
<b>BI/EE &amp; Utility Interruption Deductible: 24 Hours</b>	

### COVERAGE EXTENSION

Combined Business Income	Included
Combined Extra Expense	Included
Spoilage Damage	Included
Utility Interruption - Time Element	\$10,000,000
Electronic Data or Media	\$10,000,000
Expediting Expenses	Included
Ordinance or Law	\$10,000,000
Hazardous Substance, Contamination, Pollutants	\$10,000,000
Newly Acquired Property	\$1,000,000
Debris Removal	25% or \$500,000
Water Damage	\$500,000
Emergency Power Generating Equipment 1,000 kw or less	Included

Non Emergency Power Generating Equipment is Excluded.



## COVERAGE SUMMARY: **CRIME**

---

<b>COVERAGE</b>	<b>LIMIT</b>
Blanket Employee Dishonesty	\$1,000,000
Loss Inside the Premises - Money & Securities	\$1,000,000
Loss Outside the Premises	\$1,000,000
Money Orders and Counterfeit Currency	\$1,000,000
Depositors Forgery or Alterations	\$1,000,000
Computer Fraud	\$1,000,000
Funds Transfer Fraud	\$1,000,000
Social Engineering/False Pretenses	\$50,000

**Deductible: \$25,000**

The ICRMT Crime Form includes coverage for any of your officials who are required by law to give bonds for the faithful performance of their service against Loss through the failure of any Employee under the supervision of that official to faithfully perform his or her duties as prescribed by law and will meet the requirements for Public Officials bonds up to the statutory limit or policy limit, whichever is less.



## COVERAGE SUMMARY: WORKERS' COMPENSATION

---

### COVERAGE

	LIMIT
Workers' Compensation	Statutory
Employer's Liability Limit	
Each Accident	\$2,500,000
Each Employee for Disease	\$2,500,000

**Self-Insured Retention: \$250,000**

### ICRMT FEATURES AND BENEFITS

- Volunteers Covered
- Payrolls are subject to an annual audit
- Enhanced Case Management
- Tailored Risk Management Services
- Online Claims Reporting
- Crisis Management Assistance
- Terrorism Coverage Included
- ICRMT Trust Agreement contains a resolution making the program non-assessable



## COVERAGE SUMMARY: WC PREMIUM CALCULATION

CODE	CLASSIFICATION	ANNUAL ESTIMATED PAYROLL	RATE	MANUAL PREMIUM
5506	Street & Road	\$779,410	9.02	\$70,303
7380	School Bus Drivers	\$46,312	5.24	\$2,427
7720	Law Enforcement	\$10,901,622	6.17	\$672,630
8601	Architect/Engineer	\$338,834	0.62	\$2,101
8810	Clerical	\$7,054,896	0.46	\$32,453
8820	Attorney - All Employees & Clerical	\$2,447,394	0.12	\$2,937
8831	Animal Control	\$235,436	3.93	\$9,253
8832	Physician/Coroner/Health Department & Clerical	\$3,320,484	0.69	\$22,911
8835	Health Dept - Visiting Nurses/Home Health & Clerical	\$57,958	1.60	\$927
9015	Building Operations/Custodial/Maintenance NOC	\$672,557	10.90	\$73,309
9410	Municipal NOC	\$397,876	2.70	\$10,743
	TOTALS	<b>\$26,252,779</b>		<b>\$899,992</b>

Gross Annual Premium		\$899,992
Increased Limit Multiplier	1.02	\$917,992
Minimum Premium	\$1,000	\$917,992
Experience Modifier	0.87	\$798,653
Schedule Modifier	0.18	\$143,758
Expense Modifier		\$143,758
Subtotal		\$143,758
Premium Discount	11.00%	\$127,944
<b>Total Annual Premium</b>		<b>\$127,944</b>



## PREMIUM SUMMARY

---

Presented By:

**Illinois Counties Risk Management Trust**

**Named Insured:** Kendall County

**Quote Number:** R4-1000040-2526-02

**Policy Year:** DEC 01, 2025 - DEC 01, 2026

<b>Coverage Parts</b>	<b>Premium</b>
General Liability	Included
Law Enforcement Liability	Included
Auto	Included
Public Officials Liability - Claims Made	Included
Property	Included
Inland Marine	Included
Equipment Breakdown	Included
Sales Tax Interruption	Not Covered
Crime	Included
Cyber Liability	Not Covered
Excess Liability	Included
Package Premium	\$766,884
Workers' Compensation	\$127,944
<b>Total Annual Premium</b>	<b>\$894,828</b>



## REQUIREMENTS TO BIND

---

The following must be received prior to binding:

- Signed Acceptance Statement
- Requested Payment Plan (if annual policy)
- Insured's Contact Information (space below)

### PRIMARY CONTACT

---

Name	Title		
Phone	Email		
Role: (check the role that applies)	<input type="checkbox"/> Accounting/Invoices	<input type="checkbox"/> Claims	<input type="checkbox"/> Loss Control

### ADDITIONAL CONTACTS

---

Name	Title		
Phone	Email		
Role: (enter one person per role)	<input type="checkbox"/> Accounting/Invoices	<input type="checkbox"/> Claims	<input type="checkbox"/> Loss Control



# ACCEPTANCE STATEMENT

---

**Named Insured:** Kendall County  
**Quote Number:** R4-1000040-2526-02  
**Policy Year:** DEC 01, 2025 - DEC 01, 2026

<b>Total Annual Premium</b>	<b>\$894,828</b>
-----------------------------	------------------

## Terms and Conditions

- The Named Insured can only cancel the Policy at program anniversary and only if 90-day prior written notice of cancellation is given. If required notice is not given, full estimated premium is earned, due and payable.
- All terms and conditions of membership in the Illinois Counties Risk Management Trust are set forth in the Trust by-laws. A copy of this document is available for your review
- Per the Membership Agreement, the member must be with the Trust for 12 months prior to withdrawing and can only withdraw at anniversary date of effective date.

## REQUESTED PAYMENT PLAN:

Annual       50/50       25/6

**FEIN:** \_\_\_\_\_

## Acceptance Statement:

Please accept this as a formal confirmation that all terms and conditions, attached scheduled items, and premiums proposed by the Illinois Counties Risk Management Trust are accepted effective 12/01/2025.

---

Signature of Official

Date



# INVOICE

PRESENTED BY: **ILLINOIS COUNTIES RISK MANAGEMENT TRUST**

**Named Insured:** Kendall County  
**Quote Number:** R4-1000040-2526-02  
**Policy Year:** DEC 01, 2025 - DEC 01, 2026

<b>Total Annual Premium</b>	<b>\$894,828</b>
-----------------------------	------------------

**Premium Due by Effective Date of Coverage.**

Based upon the payment plan you select, the following down payment is due:

Annual	
50/50	\$447,414
25/6	\$223,707

Please Make Checks Payable to:

Illinois Counties Risk Management Trust  
PO Box 8291  
Carol Stream, IL 60197-8291

Named Insured:	Kendall County
Quote Number:	R4-1000040-2526-02
Package Premium Remitted:	



## Cost Summary

<b>Insured Name</b>	Kendall County
<b>Policy Number</b>	
<b>Carrier</b>	TMHCC

<b>Premium</b>	\$28,998
<b>TRIA</b>	\$0
<b>Carrier Policy Fee</b>	\$195
<b>Limit Brokerage Fee</b>	\$450
<b>Surplus Lines Tax</b>	\$1,015
<b>Surplus Lines Stamping Fee</b>	\$12
<b>Local Government Tax</b>	\$0
<b>Total Cost to Insured</b>	\$30,670



# Cyber Liability Insurance



October 30, 2025

Underwriter      Giselle Sarkissian  
Phone              424-901-1579  
Email                gsarkissian@tmhcc.com

Producer            Limit Broker  
Email                carriers@limit.com

# IT'S A DIGITAL WORLD BE PREPARED

Activate

Initiate

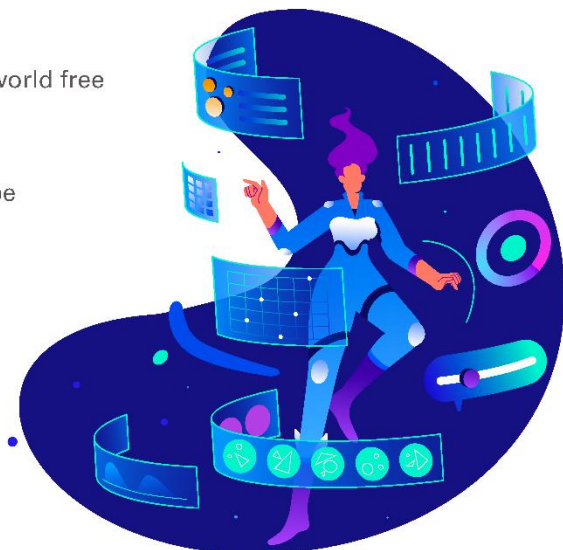
Manage

## About Us

At **Tokio Marine HCC – Cyber & Professional Lines Group**, we **AIM** to create a world free of cyber and professional lines risk.

**Activate** this quote and bind your policy today to be more than just insured, be prepared. Be Cyber Strong®. We have the financial strength and support of a traditional insurance company, over 15 years of underwriting discipline, cutting-edge technology, and deep claims-handling expertise.

We handle thousands of cyber claims, from individuals, to small to medium-sized businesses, to large corporations. We know cyber and enable you to take on each day with confidence.



## Our Cyber difference

### Financial Strength

**AM Best: A++ Superior**

**S&P Global Ratings: A+ Strong**

**Fitch Ratings: AA- Very Strong**

### Broad Cyber Coverage

Our state-of-the-art Cyber Liability insurance solution combines broad first party and third party coverage with access to expert cyber security services and claims professionals.

### Third Party coverage includes

- Multimedia Liability
- Security and Privacy Liability
- Privacy Regulatory Defense and Penalties
- PCI DSS Liability
- Bodily Injury Liability
- Property Damage Liability
- TCPA Defense

### First Party coverage includes

- Breach Event Costs
- Post Breach Remediation Costs
- BrandGuard®
- System Failure
- Dependent System Failure
- Cyber Extortion
- Cyber Crime
- Bricking Loss
- Property Damage Loss
- Reward Expenses
- Court Attendance Costs

### Available Enhancements

- Breach Event Costs (BEC) Outside the Limit
- Non-IT Dependent System Failure
- Missed Bid Loss Sublimit Endorsement (Construction)
- Cyber Crime – \$500,000 available subject to eligibility and additional premium
- Regulatory Billing E&O (MEDEFENSE® Plus) – Subject to eligibility and additional premium (Healthcare)
- Table Top Exercises – Free for applicants over \$250 million in revenue

# CONFIDENTLY & SECURELY MANAGE YOUR DATA



## Premier Protection



Intelligence Driven Monitoring and Alerting



Cyber Risk Report



Dark Web Security Scans



Tabletop exercises and cyber-attack simulations\*



Cyber Security Trainings



24/7/365 expert claims handling and incident response cyber security experts



Phishing Simulations



Preferred Rates and partnerships with security control vendors

## Security Control Vendors

Learn more about Datto's BCDR & SaaS Protect, the leading global provider of cloud-based software.



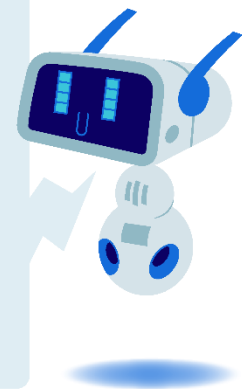
Learn more about Cisco's Duo multifactor authentication offering.



## CyberNET®: Initiate and Manage Your Risk

It's not a matter of 'if', but 'when'. **Initiate** your policy now to get immediate access to premier protection to reduce your risk. We partner with you to **Manage** your cyber risk and bring value beyond insurance. With premier protection through **CyberNET®** at cybernet.tmhcc.com, you can mitigate cyber threats throughout the life of your policy. You get real-time threat alerts, cyber awareness training for you and your staff, phishing simulations through our training partner, Wizer, a cyber risk report to identify your network weaknesses with steps you can take to remedy potential security gaps, and, most importantly, connection to our cyber security experts and incident response team. If you implement tight security controls, we'll discount this quote.

**Request a demo to immediately receive an email with a one-time link from cyberNET@tmhcc.com.**



Let your broker know you want to bind your cyber insurance policy with us, and get **Cyber Strong®**.



**NETGUARD® PLUS CYBER LIABILITY INSURANCE NON-BINDING RENEWAL INDICATION**

**Date:** October 30, 2025

	Option 1
Maximum Policy Aggregate Limit	\$3M
Option Premium	\$28,998
Policy Fee (fully earned at inception)	\$195
Total Payable Premium	\$29,193
<b>LIMITS PER INSURING AGREEMENT</b>	
"NIL" or "N/A" indicates that the Coverage is not included in the quoted premium and that portion of the Policy will not apply.	
Third Party Liability Insuring Agreements (Claims Made and Reported Coverage)	
Multimedia Liability Coverage	\$3M/\$3M
Security and Privacy Liability Coverage	\$3M/\$3M
Privacy Regulatory Defense and Penalties Coverage	\$3M/\$3M
PCI DSS Liability Coverage	\$3M/\$3M
Bodily Injury Liability Coverage	\$250K/\$250K
Property Damage Liability Coverage	\$50K/\$50K
TCPA Defense Coverage	\$50K/\$50K
First Party Insuring Agreements (Event Discovered and Reported Coverage)	
Breach Event Costs Coverage	\$3M/\$3M
Post Breach Remediation Costs Coverage	\$25K/\$25K
BrandGuard™ Coverage	\$3M/\$3M
System Failure Coverage	\$3M/\$3M
Dependent System Failure Coverage	\$3M/\$3M
Cyber Extortion Coverage	\$3M/\$3M
Cyber Crime Coverage	
A. Financial Fraud Sublimit	\$250K/\$250K
B. Telecommunications and Utilities Fraud Sublimit	\$250K/\$250K
C. Phishing Fraud Sublimits	
1. Your Phishing Fraud Loss Sublimit	\$250K/\$250K
2. Client Phishing Fraud Loss Sublimit	\$250K/\$250K
3. Phishing Fraud Aggregate Sublimit (C.1. & C. 2 combined)	\$250K
Cyber Crime Aggregate Limit (A., B., & C. combined)	\$250K
Bricking Loss Coverage	\$3M/\$3M
Property Damage Loss Coverage	\$50K/\$50K
Reward Expenses Coverage	\$50K/\$50K
Court Attendance Costs Coverage	\$25K/\$25K
Additional Defense Costs Limit: (Not applicable to Bodily Injury Liability, Property Damage Liability or TCPA Defense Coverage)	NIL
Breach Event Costs Outside the Limit Enhancement:	INCLUDED



**DEDUCTIBLES, WAITING PERIODS, PERIODS OF INDEMNITY AND PERIOD OF RESTORATION**

	Option 1
NETGUARD® Plus Aggregate Deductible	\$30,000
<b>DEDUCTIBLE PER INSURING AGREEMENT</b>	
Deductibles shown below apply to each claim	
Multimedia Liability Coverage	\$10,000
Security and Privacy Liability Coverage	\$10,000
Privacy Regulatory Defense and Penalties Coverage	\$10,000
PCI DSS Liability Coverage	\$10,000
Bodily Injury Liability Coverage	\$10,000
Property Damage Liability Coverage	\$10,000
TCPA Defense Coverage	\$10,000
Breach Event Costs Coverage	\$10,000
Post Breach Remediation Costs Coverage	\$10,000
BrandGuard™ Coverage	
Waiting Period	2 weeks
Period of Indemnity	6 months
System Failure Coverage	
A. Data Recovery Deductible	\$10,000
B. Non-Physical Business Interruption	
Waiting Period	8 hours
Period of Restoration	6 months
Dependent System Failure Coverage	
A. Data Recovery Deductible	\$10,000
B. Non-Physical Business Interruption	
Waiting Period	12 hours
Period of Indemnity	4 months
Cyber Extortion Coverage	\$10,000
Cyber Crime Coverage	\$10,000
Bricking Loss Coverage	\$10,000
Property Damage Loss Coverage	\$10,000
Reward Expenses Coverage	\$10,000
Court Attendance Costs Coverage	None



### REQUIRED ADDITIONAL UNDERWRITING INFORMATION

All quoted terms are subject to our receipt, review, and acceptance of the following information:

**DUE PRIOR TO BINDING:**

- Confirmation of the Insured address and how it should read on the policy.

**DUE WITHIN 7 DAYS OF BINDING:**

- A signed application, dated within 45 days of the effective date.

### NOTES AND APPLICABLE ENDORSEMENTS

<a href="#">NGP1082-52020</a>	Amendment of Other Insurance Provisions: Excess Insurance
<a href="#">NGP1045-122023</a>	Biometric Information Privacy Act Exclusion
<a href="#">NGP1115-112023</a>	Dependent System Failure Non-IT Service Provider Sublimit Non-IT Service Provider Sublimit: \$1,000,000 each Claim/\$1,000,000 Aggregate Waiting Period: To Match DSF Waiting Period hours
<a href="#">NGP1110-22023</a>	Limit Cyber Amendatory
<a href="#">NGP1078-52020</a>	Nuclear Incident Exclusion
<a href="#">NGP1076-42020</a>	Policyholder Disclosure Notice of Terrorism Insurance Coverage
<a href="#">NGP1075-42020</a>	Service of Suit
<a href="#">NGP1084-72020</a>	Supplemental Personal Cyber Benefit for Senior Executives
<a href="#">NGP1108-22024</a>	Unlawful Collection of Data Exclusion
<a href="#">NGP1109-102023</a>	War and Cyber Operation Exclusion
<a href="#">NGP1142-122024</a>	Cyber Crime Amendatory Undelivered Goods or Services
<a href="#">NGP1146-52025</a>	Cyber Extortion Amendatory: Pay on Behalf



### TERMS AND CONDITIONS

Third Party Liability Coverage provided on a claims-made and reported basis. First Party Coverage provided on an event discovered and reported basis.

If coverage is bound, the Applicant consents to periodic non-intrusive scans of the Applicant's internet-facing systems/applications for common vulnerabilities. The individual responsible for the Applicant's network security, as designated on the Application for this insurance, will receive direct communications from the Insurer and/or its representatives regarding the results of such scans and any potentially urgent security issues identified in relation to the Applicant's organization.

Payment of premium is due 30 days from the effective date of coverage.

Non-Binding Renewal Indication is valid through December 01, 2025. Underwriters reserve the right to change the terms indicated or decline to quote the account.

October 29, 2025

Kendall County  
807 W. John Street  
Yorkville, IL 60560

RE: Counties of Illinois Risk Management Agency (CIRMA) – Proposal of Insurance

Dear Board Members:

On behalf of CIRMA, we would like to thank Kendall County and its board members for the opportunity to provide you with a very competitive and comprehensive proposal of insurance for the 2025-2026 program year.

In addition to being cost effective, we have highlighted some of the features and benefits of the CIRMA program that should be taken into consideration when deciding on the best possible option for Kendall County. Listed below are some of the advantages of the program:


- A. M. Best's Ratings - The CIRMA program is insured by companies with ratings ranging from A XV to A++ XV.
- Deductibles--the only deductibles that apply for Kendall County are \$1,000 for Property, Auto Physical Damage (Comprehensive and Collision), and Crime/Employee Dishonesty claims. CIRMA has presented options to decrease the premium costs to the county.
- No deductibles apply on General Liability, Law Enforcement Liability, Public Officials Liability, Employment Practices Liability, Auto Liability, Employee Benefits Liability, or Workers Compensation claims. CIRMA has presented options to decrease the premium costs to the county.
- Higher third-party liability limits provide greater protection for the County at a much lower premium. The CIRMA proposal provides \$15,000,000 each occurrence with no General Aggregate for the primary General Liability and Auto Liability.
- Flood & Earthquake—CIRMA provides \$11,000,000 in limits for both Flood & Earthquake with a \$1,000 deductible per occurrence. Your current limits are \$5,000,000 for Flood and Earthquake. Your Flood deductible is \$50,000 and the Earthquake deductible is \$50,000 or 2% of the damaged location, whichever is greater.
- Boiler & Machinery policy limits provided under the CIRMA program are \$150,000,000. CIRMA's deductible is \$1,000.
- Crime/Employee Dishonesty—CIRMA provides \$1,000,000 limits (each) for Employee Dishonesty, Forgery & Alteration, In Transit, On Premises, Computer Crime, Funds Transfer Fraud and Money & Securities.
- Ownership/Equity—the CIRMA program is structured so that only a portion of your costs are attributable to the payment of premiums paid to insurance companies. The amount retained by CIRMA will be accrued as equity for each of the member counties.
- Investment Income—Any and all investment earnings generated by the program will be returned to the membership in a manner that they so choose.

- “One County, One Vote”—each county within CIRMA will have a voice in the decisions affecting the operation of the program. Kendall County will choose a representative and one alternate to vote on any issues presented to the membership.
- Choice of Counsel—the CIRMA program allows its members the ability to choose Defense Counsel for any potential lawsuits that may be filed against the county. The cost for legal fees from an outside law firm will be attributable to the claim file and no out of pocket expense will be paid by the county.
- Input into Claims Settlements—Kendall County will be as actively involved as it chooses in the decisions for claim payments and settlements.
- Vendor Services—Kendall County will be visited by a representative from the Claims Administration Services firm and CIRMA’s Human Resources Consultant within thirty days of joining the program. The county will also meet with their Safety & Loss Prevention representatives within the first sixty days of becoming a member.
- Non-Auditable Policy—the CIRMA program is non-auditable except for the Workers Compensation, which is based on actual payrolls at year end. Therefore, there will be no additional premiums for adding vehicles or locations during the policy year. The policy has an Automatic Acquisition Endorsement that provides coverage throughout the year for any additions and/or changes to the County’s physical assets.
- Uninsured/Underinsured Motorists coverage is provided up to \$10,000,000 under the CIRMA program.
- Sexual Abuse & Molestation Coverage is provided up to \$5,000,000 under the CIRMA Program. CIRMA has no deductible for Sexual Abuse claims.
- Human Resources Consulting and Legal Services are included in the program costs outlined in the proposal and both have established Hot Lines to one of our advisors.
- CIRMA has preferred vendor agreements with Lexipol and GuardOne for the Sheriff’s Department which will help alleviate some of those ongoing costs.

We look forward to answering any questions that you may have about the program.

Thank you again for allowing us to present our Proposal of Insurance to your county.

Sincerely,



Rich Stokluska, ARM  
Area Senior Executive Vice President  
(630) 285-4012

Cc: Kelly Murray, Illinois Association of County Board Members and Commissioners



## Proposal of Insurance

# Counties of Illinois Risk Management Agency

c/o IACBM  
828 S Second Street, Suite 101  
Springfield, IL 62704

Presentation Date: October 23, 2025

Arthur J Gallagher Risk Management Services, LLC  
AJG License Nos IL 100292093 / CA 0D69293



## Gallagher

Insurance | Risk Management | Consulting



*Counties of  
Illinois  
Risk Management  
Agency*



**RICH STOKLUSKA**  
INSURANCE PROGRAM  
ADMINISTRATOR  
(630) 285-4012  
Rich\_Stokluska@ajg.com



**DEBBIE THOMPSON**  
HUMAN RESOURCES  
CONSULTANT  
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**JONATHAN WILSON**  
LOSS CONTROL  
SERVICE COORDINATOR  
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jonathan\_wilson@gbtpa.com



**EMILY WELLS**  
CLIENT SERVICES  
DIRECTOR  
(630) 285-3857  
emily\_wells@gbtpa.com



**CHARLES LEMOINE**  
LEAD LEGAL COUNSEL  
TRESSLER, LLP  
(312) 768-2243  
clemoine@tresslerllp.com

**A REPUTATION BUILT ON PERFORMANCE**

## Have confidence in a positive legal outcome.

CIRMA's Human Resources, Legal and Loss Control teams perform the core functions of identifying members' risks and help to prioritize and implement best practices to reduce each county's potential for loss.

### HUMAN RESOURCES (HR) HOTLINE

The CIRMA HR Hotline is ready to assist county officials by delivering timely advice and answers to specific HR and employment-related questions. Simply call the hotline number or submit your question by text or email. Our HR consultant will provide step-by-step guidance to resolve your personnel issue in a professional and respectful manner.

#### Guidance is available in areas such as:

- Employee Relations and Behavioral Issues
- Unemployment and Workers' Compensation
- Harassment and Discrimination Allegations
- Family and Medical Leave Act (FMLA)
- ADA Compliance and Accommodations
- Performance Management
- Wage and Hour Issues
- Discipline and Terminations
- COBRA Compliance
- Employee Benefits
- Leaves of Absence

### BASELINE ASSESSMENTS AND FILE REVIEWS

CIRMA conducts baseline assessments and file reviews for each Agency member to gather high-level information about how they assure compliance in the areas of employment practices. The process includes direct communication with elected/appointed officials and HR Coordinators to ensure compliance of specific recommendations.

### EMPLOYEE HANDBOOK REVIEW

CIRMA conducts a review and rewrite of employee handbooks for each Agency member. The rewrite takes into consideration best business practices as well as policies which are compliant with current local, state and federal laws.

### POLICY AND FORM DEVELOPMENT

Agency members are provided assistance in the development and formulation of HR policies that reflect each county's compliance with regulatory requirements. Assistance may include job descriptions.

### SAFETY MANUAL REVIEW

CIRMA provides a review and rewrite of current safety manuals. Workplace safety is a process that seeks to eliminate or reduce risks of injury or illness to employees. Policies and procedures are devised and integrated into the county's overall management and administrative processes.

### TRAINING SEMINARS AND WEBINARS

The workplace of today is constantly changing with new laws and technologies affecting employment. Our team of professional consultants and legal advisors offer a wide variety of training programs that are available for all county departments including law enforcement.

**We offer more than insurance coverage.  
We offer a partnership to share in your protection.**

*Upholding  
the rights of  
our clients.*

**LAW ENFORCEMENT**

CIRMA is partnered with Lexipol to offer the most comprehensive solution for managing policy and procedure in law enforcement agencies. Members receive a discounted rate on Lexipol package services including Policy Manual Development specific to federal and Illinois state law which can be customized by each county and Daily Training Bulletins which give CIRMA member agencies the ability to train and test employees on policies and procedures.



CIRMA's exclusive agreement with Guard1 by Timekeeping Systems provides your Sheriff with a broad schedule of products and services to better manage correctional facilities. Track inmate movement in real-time; manage the various tasks your officers perform — inmate movement, distribution of meals and medication; document cell checks, suicide watches, perimeter or safety patrols using the PIPE. Members receive a discounted rate on Guard1 package services.



**PROPERTY VALUATION**

CIRMA utilizes CBIZ Valuation Group, LLC (CVG), one of the largest full-service valuation firms in the United States. Through CVG, all CIRMA members receive a no cost physical inspection and valuation of buildings and structures to ensure that the costs of replacing a damaged building and equipment are not undervalued.



**TELEHEALTH SERVICES**

CIRMA members receive Gallagher Bassett Telehealth services at no cost to the county. A medical management platform of solutions and integrated services help guide injured employees on their path to recovery ensuring they receive the right care at the right time for optimal clinical outcomes. In non-emergency situations, employees and their supervisors can speak directly to a Gallagher Bassett Care nurse via a toll-free number.

**Take advantage of the CIRMA legal hotline!**

As a CIRMA member, your county is provided access to legal advice and opinions from Tressler LLP, a leading national law firm, serving business and government entities worldwide on a wide range of complex issues. Legal opinions and reviews are provided at no cost to the county.



Heyl Royster is a regional Midwest law firm with more than 120 lawyers and seven offices located in Illinois and Missouri. In addition to providing legal services for government entities, the law firm collaborates with CIRMA to conduct annual training seminars on current case law and issues in claims handling and new employment laws.

**828 S. SECOND STREET  
SUITE 101  
SPRINGFIELD, IL 62704**

**217-528-5331  
WWW.CIRMA-IL.ORG**

*Our mission is to provide Illinois county governments the best in risk management products and services, legal representation, expert claims administration and comprehensive insurance options with absolute integrity.*



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## Confidentiality Statement

We consider as confidential any information presented by Arthur J. Gallagher Risk Management Services, Inc. in our Proposal of Insurance and Risk Management Services, as well as subsequent verbal and written communications between our organizations.

We ask that other brokers not have access to our material and that information presented in this proposal be shared only with those who have a need to know within your county.

We make our commitment to you that information already received from you, and any additional to follow, will be treated with the same high level of respect and confidentiality.

### ATTENTION

This proposal of coverage is intended to facilitate your understanding of the insurance program we have arranged on your behalf. It is not intended to replace or supersede your insurance policies.



## Executive Summary

The entire staff at **Arthur J. Gallagher Risk Management Services, Inc.** would like to thank the Counties of Illinois Risk Management Agency (CIRMA) for the opportunity to present our proposal of insurance for a protected self-insurance program.

CIRMA will directly benefit from utilizing our collective knowledge and experience of serving as broker to many Public and Governmental Entities. Nationally, we provide services to over 5,000 schools, municipalities, and counties encompassing over 500,000 employees and \$30,000,000,000 in property values. The Arthur J. Gallagher Risk Management Services, Inc. division of Arthur J. Gallagher & Co. is solely focused on this segment of the market and our expanding client list, market relationships, and personnel reflect that commitment.

We are confident that our proposal will demonstrate our ability to service the entire program and confirm our commitment to CIRMA based on:

- Our office's strong national presence with clients from coast to coast
- Our expertise in governmental entities.

Our company has the expertise and resources to meet the service needs of your risk management program. We have an experienced team that will work as an extension of your insurance or risk management department and will be committed to ensure your program's success.

We thank you again for this opportunity and look forward to being of service to you.

## Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team/Title</i>	<i>Email</i>	<i>Phone</i>
<b>Rich Stokluska, ARM</b> Area Senior Executive Vice President	Rich_Stokluska@ajg.com	(630) 285-4012 (p)
<b>Tim Corr</b> Account Executive	Tim_Corr@ajg.com	(630) 694-5230 (p)
<b>Brianna Riske</b> Client Service Manager	Brianna_Riske@ajg.com	(630) 647-3035 (p)
<b>Luke Stogsdill</b> Client Service Manager Trainee	Luke_Stogsdill@ajg.com	(847) 240-6650 (p)
<b>Jonathan Wilson</b> Loss Control	Jonathan_Wilson@gbtpa.com	(630) 936-3048 (p)
<b>Carol Thielen</b> Client Concierge	Carol_Thielen@ajg.com	(847) 341-8990 (p)

## Our Service Commitment

Our clients repeatedly tell us the most important thing that we can do as their broker is to protect their assets while providing a comprehensive and tailored insurance program with the most competitive terms. We also know that a critical component of every customer experience is receiving an accurate and timely response to their day-to-day business needs and challenges.

**At Gallagher our goal is to provide every client with an exceptional insurance and risk management program delivered by a world-class service organization.**

We're on a journey to set a new standard for service within our industry – utilizing innovative technology and tools that create value for our clients and raising the bar beyond expectations. The result is consistent and predictable service for our clients – with the highest quality at every interaction.

For the client, words and pledges only go so far. In order to deliver on our promise, Gallagher is committed to partnering with our clients to ensure we consistently deliver the highest quality service possible.

- **Clients get what they need, when they need it** – as a result of managing our work more effectively, your needs and requests are addressed promptly and professionally at all times
- **Our service team is able to focus on you**, and the solutions needed to support your unique business needs
- **We proactively manage your renewal cycle**, delivering a predictable timeline that creates time for thorough decision-making
- **You play a role in this too** – we're asking for more information ahead, so that you receive the best outcome, every time

## Brokerage and Administration Services

### ACCOUNT SERVICE

At Arthur J. Gallagher & Co., we strive for long-term relationships. Insurance relationships begin with solid, cost-effective insurance programs, but endure because of excellent service. We will address the day-to-day needs of your organization in a timely manner, and by being proactive regarding your insurance program throughout each insurance term and market cycle. In these ways, we can address your changing insurance needs.

### RENEWALS

At each renewal, we will meet with you to establish a renewal game plan, determining how many markets should be approached, how pricing is in the insurance marketplace, and what specific needs must be addressed. We will then approach markets we feel will present the best alternatives, and present each alternative at renewal as an option, even if we still feel the incumbent program is strongest. We will demonstrate how we have created competition within the marketplace to ensure that you receive the best renewal terms.

We make ourselves accountable by working with you to develop a written service schedule that meets your needs. You can track our service by referring to our written service commitment. Service becomes especially important as you continue to change and prosper.

As a top national broker, we have access to over 150 insurance companies and wholesalers. This maximizes your insurance options in any given policy year situation. In addition, the relationships we have cultivated with our markets are excellent. Our integrity and influence in the marketplace gives us an edge over other brokers. These factors are especially important to consider as the insurance needs of you organization become more complex, requiring more sophisticated solutions.

During the policy year, Arthur J. Gallagher & Co. will strive to provide the following service standards:

### PREMIUM ALLOCATIONS

We will provide premium breakdown by county and/or department, if requested.

### AUTOMOBILE IDENTIFICATION CARDS

ID cards will be issued upon binding of coverage.

### PHONE CALLS

Phone calls will be returned within one working day of receipt.

### CERTIFICATES OF INSURANCE

Certificates of Insurance will be issued within one working day of receipt.

### QUARTERLY ACCOUNT REVIEW

Quarterly account reviews will include review of claims, exposures, audits, and service.

### **CLAIMS**

Claims will be reported directly to the Claims Administrator within one working day of receipt, and immediate acknowledgement of receipt will be sent to you. The Claims Administrator will follow up with the carrier within ten working days after receipt of a claim. All claims exceeding incurred reserves of \$10,000 will be discussed in detail at the quarterly account review. Monthly claim reports will be provided if requested.

### **LOSS CONTROL**

We will coordinate all loss control activities between you and the service provider. We recommend that service be provided on a quarterly basis. We will also arrange loss control seminars on topics chosen by you upon request.

## Service Commitment

### Why Arthur J. Gallagher Risk Management Services, Inc.?

- Knowledge and experience of public entity exposures, business practices, and expectations.
- An in-depth understanding of county government operations.
- National experience and expertise in public entity pools and purchasing groups.
- Personalized approach to client service.
- Focused resources in claims management and risk control services.
- A network of national resources developing products and services designed to meet the changing risk management needs of governmental agency operations.
- Clarity of purpose...we understand our dual obligation of protecting the tangible assets as well as the reputation of CIRMA.

Our role extends throughout the year and does not end with placement of your program. Arthur J. Gallagher Risk Management Services, Inc. will continue to monitor and direct activities required to deliver your policies, ensure their accuracy, and coordinate insurer services. Some of the administration functions we will perform for CIRMA:

### Administration

- Prepare and distribute agenda for the Executive Board at the regular meetings.
- Promptly respond to member inquires and summarize results to the Executive Board as needed.
- Maintain a complete set of records for the Executive Board and its Members.
- Provide brokerage services for all program lines of coverage with full disclosure of fees, commissions, or other revenue received by Arthur J. Gallagher Risk Management Services, Inc.
- Formulate a marketing strategy based upon the state of the insurance marketplace and at the direction of the Executive Board.
- Obtain renewal information from all Members and compile same on a Cooperative basis.
- Produce comprehensive submissions by line of coverage.
- Present submissions to selected markets and negotiate the most favorable terms and conditions available.
- Provide the Executive Board with complete pricing and coverage results and give recommendation for placement.
- Allocate costs by Member as instructed by the Executive Board.
- Present renewal program to Membership at CIRMA's annual meeting.
- Place coverage as instructed by the Executive Board.
- Arrange for, prepare, and distribute Binders evidencing coverage to all Members.
- Issue Auto ID cards and Certificates of Insurance as needed and requested by all Members.
- Review accuracy of policies and request endorsements as necessary.
- Prepare and distribute Member and Cooperative invoices.
- Distribute one copy of each policy to all Members.
- Provide all Members a Summary of Coverage in force.
- Promote CIRMA to Illinois Counties as directed by the Executive Board.

- Act as liaison for communication and problem solving for Claims Administrator, Loss Prevention Service Provider, and all vendors as needed.
- Assist in scheduling of Boiler inspections as requested.
- Provide the Executive Board with pertinent information on changes in the insurance marketplace, applicable regulations, and other areas which could affect the CIRMA program.

The goal of the Gallagher Account Management Team is to reduce the long-term cost of CIRMA's risk. The combined strength of our personnel and approach to delivering broker/consulting services sets us apart from our competition. This involves:

### Brokerage Services

- In-depth Analysis of risk financing opportunities
- Take advantage of competitive market condition to
  - Evaluate appropriateness of SIRs/deductible levels
  - Improve coverage
  - Negotiate multi-year policies
  - Explore profit sharing opportunities
- Maximize contractual risk transfer opportunities
  - Third-party contract guidelines and review
  - Ongoing contract reviews for CIRMA
- Effective administration of insurance portfolio
  - Take full advantage of carrier claim and loss control services
  - Maintain partnership relationships with key markets
  - Annual meetings with underwriters
  - Personal interaction with carrier claims and loss control personnel
- Be accessible to the Executive Board and each Member.
- Special exposure handling (i.e., Environmental, Performance and Payment Bonds; increased limits for Flood and Earthquake; individual Professional Malpractice coverage; individual Fiduciary Liability placements; etc.).
- Produce comprehensive underwriting data and criteria for coverage areas outside the core package program.
- Formally present coverage submissions to select markets as required. Provide the Executive Board with status reports.
- Consult with CIRMA to formulate a marketing strategy that focuses on delivering the most cost-effective risk management strategy and structure given the current market conditions.
- Summarize the results of executing the market strategy developed with CIRMA and present a formal proposal within the proposed time frames.
- Inform CIRMA of various industry publications, reviews, and meetings.
- Set up and maintain efficient record keeping system.
- Present analysis of the completed renewal process.
- Provide consultation to CIRMA on special exposures, interpretations of existing coverage, and on the desirability and/or feasibility of any and all potential program changes.

- Maintain consistent contact and familiarity with all underwriters actively involved with the account. Present coverage questions to underwriters on behalf of CIRMA.
- Periodically evaluate insurance marketplace trends and fluctuations to enable implementation of prospective strategies.

### **Claims Management Services**

Coordinate the claims management program:

- Review loss runs and loss data from the claims administrator. Analyze claim trends and convey significant trends to the risk management department. When necessary, request claim report alterations, special loss analysis, and special excess carrier reports.
- Maintain contact with the claims administrator. Follow the progress of claim management activities. Keep current with major loss developments. Participate in helping to resolve any problems or conflicts. Facilitate requests to the claims administrator.
- Monitor the quality of claims administration through discussions with the claims administrator and CIRMA.
- Assist CIRMA in obtaining settlement from insurers for losses that penetrate excess insurance layers.

### **Loss Control Services**

Coordinate the loss prevention program:

- Monitor loss reports prepared by the claims administrator to assist in identifying the most frequent and costly causes of loss to CIRMA.
- Monitor loss prevention efforts by underwriters and the loss control consultant on behalf of CIRMA.
- Monitor the progress of the loss control services.

## Enhanced Coverage Terms

The Counties of Illinois Risk Management Agency (CIRMA) program offers the following enhanced coverage terms:

- Occurrence form General Liability and Law Enforcement Liability.
- The Counties of Illinois Risk Management Agency allows for defense counsel to be chosen by the member county.
- All package policies are “flat” rated based on the initial exposure basis. There will be **no** audit or adjustment to this policy unless property total insured values increased by 10% or more or a substantial change in operational exposures occurs.
- Automobile coverage is written as includes all owned and nonowned autos, and will require **no** audit or reporting of fleet changes.
- Liability Limits to \$10,000,000 per occurrence per County. (Additional limits available upon request.)
- Nursing Home Professional Liability coverage is included, if applicable.
- All operations of the County Health Department, its directors, employees, and volunteers, are covered.
- Sexual Abuse and Molestation coverage is included.
- AIDS-related claims are not excluded.
- Low deductibles – the County is only responsible for the first \$1,000 on Property, Automobile, Physical Damage, and Crime claims. There are no other deductibles under the program

## Program Structure



## Carrier Ratings and Admitted Status

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Admitted ***
Package	Underwriters at Lloyd's, London (Ambridge) (A XV)	Non-Admitted
Excess Crime	Travelers Casualty and Surety Co of America (A++ XV)	Admitted
Excess Property	Travelers Excess and Surplus Lines Co (A++ XV)	Non-Admitted
Excess Liability	Old Republic Union Insurance Company (A+ XV)	Non-Admitted
Excess Liability	Vantage Risk Specialty Insurance Company (A- XII)	Non-Admitted
Equipment Breakdown	Federal Insurance Company (A++ XV)	Admitted
Excess Workers Comp	Safety National Casualty Corporation (A++ XV)	Admitted

\*\*Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

\*\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

## Coverage Highlights/Summary of Terms & Conditions

### Property & Inland Marine

Carrier Information	Proposed
Policy Term	12/1/2025 - 12/1/2026
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Underwriters at Lloyd's London (A XV, Non-Admitted)

Terms/Option/Coverage Parts	Limit	Deductible	Premium
Property and Auto Physical Damage	\$500,000	\$1,000	Included
Flood	\$500,000	\$1,000	Included
Earthquake	\$500,000	\$1,000	Included

#### Coverage Description

Insures your interest in described property you own or for which you are responsible. May include buildings, leasehold improvements, and personal property. Coverage may be extended to include fencing, property owned by others, or off-premises. Property policies require insurable interest.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

#### AUDITABLE RATES, TERMS, AND EXPOSURES, IF APPLICABLE:

- ◆ Nonauditable Policy Form

#### STATEMENT OF DEFENSE COSTS:

- ◆ Does Not Apply

#### SIGNIFICANT TERMS AND CONDITIONS:

Additional summary detail presented within the proposal.

- ◆ Flood Zones A and V are excluded
- ◆ Automobile Acquisition clause
- ◆ All Risk Replacement Cost except for Auto Physical Damage, which is Actual Cash Value

#### TERRORISM COVERAGE:

- ◆ Available for an additional premium

## General Liability & Law Enforcement

Carrier Information	Proposed
Policy Term	12/1/2025 - 12/1/2026
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Underwriters at Lloyd's London (A XV, Non-Admitted)

Terms/Option/Coverage Parts	Limit	Deductible	Premium
General Liability including Law Enforcement Liability	\$2,000,000	None	Included
Nursing Home Professional Liability	\$1,000,000	None	Included

Coverage Description
Coverage applies to liability arising out of the existence, operation, or maintenance of your premises

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

### NAMED INSURED DEFINITION:

- ◆ Named Insured includes any past, present, or future officials, members of boards or commissions, trustees, directors, officers, partners, volunteers, or employees of the Named Insured while acting within the scope of their duties.

### AUDITABLE RATES, TERMS, AND EXPOSURES, IF APPLICABLE:

- ◆ Nonauditable Policy Form

### STATEMENT OF DEFENSE COSTS:

- ◆ Within Policy Limit (expenses erode policy limit)

### SIGNIFICANT TERMS AND CONDITIONS:

Additional summary detail presented within the proposal.

- ◆ No general aggregate limit applies

### MAJOR COVERAGES INCLUDED:

- ◆ Host and/or Liquor Liability
- ◆ Watercraft Liability
- ◆ Vacant Building Endorsement
- ◆ Volunteer Workers
- ◆ Premises Medical Payments
- ◆ Personal Injury
- ◆ Premises/Operations
- ◆ Product/Completed Operations
- ◆ Fire Legal Liability
- ◆ Law Enforcement Liability
- ◆ Employees and Volunteers as Insureds
- ◆ Incidental Medical Malpractice
- ◆ Garage Liability
- ◆ Advertising Liability
- ◆ Blanket Contractual Liability
- ◆ Pollution from Hostile Fire
- ◆ Property in the Care, Custody, Control

**MAJOR EXCLUSIONS INCLUDED:**

- ◆ Assault and Battery Except to Protect Persons or Property, and Corporal Punishment
- ◆ Ownership, Maintenance, or Use of Aircraft Except Operations Performed by Independent Contractors
- ◆ Ownership, Maintenance, or Use of Watercraft Over 26 Feet in Length Except Operations Performed by Independent Contractors
- ◆ Property Owned by the Insured
- ◆ Asbestos-Related Claims
- ◆ Pollution Liability
- ◆ Mold
- ◆ Nuclear Liability
- ◆ ERISA
- ◆ War
- ◆ Inverse Condemnation
- ◆ Hospital Malpractice
- ◆ Terrorists' Acts
- ◆ Communicable Disease

**NOTE:**

- ◆ The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.

## Automobile Liability

Carrier Information	Proposed
Policy Term	12/1/2025 - 12/1/2026
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Underwriters at Lloyd's London (A XV, Non-Admitted)

Terms/Option/Coverage Parts	Limit	Deductible	Premium
Automobile Liability	\$2,000,000	None	Included

Coverage Description
Insures your liability arising out of the use of owned, leased, hired, and nonowned vehicles.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

### NAMED INSURED DEFINITION:

- ◆ Named Insured includes any past, present, or future officials, members of boards or commissions, trustees, directors, officers, partners, volunteers, or employees of the Named Insured while acting within the scope of their duties.

### AUDITABLE RATES, TERMS, AND EXPOSURES, IF APPLICABLE:

- ◆ Nonauditable Policy Form
- ◆ Automatic Acquisition Clause

### STATEMENT OF DEFENSE COSTS:

- ◆ Within Policy Limit (expenses erode policy limit)

### MAJOR COVERAGES INCLUDED:

- ◆ Permissive Users
- ◆ Owned Autos
- ◆ Hired/Nonowned Autos
- ◆ Underinsured/Uninsured Motorist (per state statute)
- ◆ Medical Payments
- ◆ Garagekeepers Legal Liability

### TERRORISM COVERAGE:

- ◆ Available for an additional premium

### MAJOR EXCLUSIONS INCLUDED:

- ◆ Property Owned by the Insured
- ◆ Employee Bodily Injuries Covered Under Any Workers' Compensation or Similar Law
- ◆ Racing, Demolition Contest, or Stunting Activities

### NOTE:

- ◆ The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.

## Errors & Omissions/Public Officials Liability

Carrier Information	Proposed
Policy Term	12/1/2025 - 12/1/2026
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Underwriters at Lloyd's London (A XV, Non-Admitted)

Terms/Option/Coverage Parts	Limit	Deductible	Premium	Retroactive Date
Errors & Omissions/Public Officials	\$2,000,000	None	Included	TBD
Aggregate Per Member	\$2,000,000	None	Included	TBD

Coverage Description
Indemnifies for all sums for which the insured is legally liable by reason of a Wrongful Act.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

### NAMED INSURED DEFINITION:

- Named Insured includes any past, present, or future officials, members of boards or commissions, trustees, directors, officers, partners, volunteers, or employees of the Named Insured while acting within the scope of their duties.

### AUDITABLE RATES, TERMS, AND EXPOSURES, IF APPLICABLE:

- Nonauditable Policy Form

### STATEMENT OF DEFENSE COSTS:

- Within Policy Limit (expenses erode policy limit)

### SIGNIFICANT TERMS AND CONDITIONS:

Additional summary detail presented within the proposal.

- Limits apply per County
- Claims-Made coverage – Retro Date – TBD
- Sexual Harassment Limit – \$2,000,000
- Sexual Abuse and Molestation \$2,000,000 Limit of Liability except for Nursing Home operations, which has a \$1,000,000 Limit of Liability. Higher limits provided in the Excess Liability policy

### MAJOR COVERAGES INCLUDED:

- Public Officials Liability
- Sexual Harassment
- Employment Practices Liability
- Sexual Abuse and Molestation

### TERRORISM COVERAGE:

- Available for an additional premium

### MAJOR EXCLUSIONS INCLUDED:

- Intentional Breach of Contract
- Loss Resulting from a Wrongful Act Committed Prior to the Retroactive Date
- Any Claim Brought as a Counter Claim or Cross Claim by an Assured Against Any Other Assured

- ◆ Any Claim Based Upon or Attributable to the Rendering or Failure to Render Any Opinion, Treatment, or Service Unless Acting within the Scope of their Duties as an Assured

**NOTE:**

- ◆ The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.

### Employee Benefits Liability

Carrier Information	Proposed
Policy Term	12/1/2025 - 12/1/2026
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Underwriters at Lloyd's London (A XV, Non-Admitted)

Terms/Option/Coverage Parts	Limit	Deductible	Premium	Retroactive Date
Employee Benefits Liability	\$2,000,000	None	Included	TBD
Aggregate Per Member	\$2,000,000	None	Included	TBD

Coverage Description
Negligent act, error, or omissions in the administration of the insured's Employee Benefit program.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

**AUDITABLE RATES, TERMS, AND EXPOSURES, IF APPLICABLE:**

- ◆ Nonauditable Policy Form

**STATEMENT OF DEFENSE COSTS:**

- ◆ Within Policy Limit (expenses erode policy limit)

**SIGNIFICANT TERMS AND CONDITIONS:**

Additional summary detail presented within the proposal.

- ◆ Limits Apply Per County
- ◆ Claims-Made coverage – Retro Date – TBD
- ◆ Extended Reporting Period – One year

**MAJOR EXCLUSIONS INCLUDED:**

- ◆ Any Negligent Acts, Errors, or Omissions that are Dishonest, Fraudulent, Criminal, or Malicious
- ◆ Bodily Injury, Personal Injury, or Property Damage
- ◆ Any Claim Based upon the Insured's Failure to Comply with ERISA or Any Similar Federal, State, or Local Law
- ◆ Loss Resulting from Any Negligent Act, Error, or Omission Committed Prior to the Retroactive Date

**NOTE:**

- ◆ The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.

### Crime/Employee Dishonesty

Carrier Information	Proposed
Policy Term	12/1/2025 - 12/1/2026
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Underwriters at Lloyd's London (A XV, Non-Admitted)

Terms/Option/Coverage Parts	Limit	Deductible	Premium
Employee Dishonesty	\$100,000	\$1,000	Included
Forgery and Alteration	\$100,000	\$1,000	Included
Money and Securities	\$100,000	\$1,000	Included

Coverage Description
Insures against loss resulting from the dishonest acts of your employees.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

**AUDITABLE RATES, TERMS, AND EXPOSURES, IF APPLICABLE:**

- ◆ Nonauditable Policy Form

**STATEMENT OF DEFENSE COSTS:**

- ◆ Within Policy Limit (expenses erode policy limit)

**SIGNIFICANT TERMS AND CONDITIONS:**

Additional summary detail presented within the proposal.

- ◆ Faithful Performance of Duties included

**MAJOR EXCLUSIONS INCLUDED:**

- ◆ Money or Securities after they have been Transferred or Surrendered to a Person or Place Outside the Premises Based upon Unauthorized Instructions or as a Result of a Threat to do Bodily Harm or Damage to Any Property
- ◆ Loss of Property in Any Money-Operated Device Unless the Amount of Money Deposited in it is Recorded by a Continuous Recording Instrument in the Device
- ◆ Damage Where the Only Proof of the Loss or the Amount of the Loss is Dependent Upon an Inventory or a Profit and Loss Computation
- ◆ Any Part of a Loss Involving an Employee After Discovering Any Dishonest Acts Committed by the Employee Whether Before or After Being Employed by the Insured

**NOTE:**

- ◆ The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.

## Excess Crime

Carrier Information	Proposed
Policy Term	12/1/2025 - 12/1/2026
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Travelers Casualty and Surety Co of America (A++ XV) Admitted

Terms/Option/Coverage Parts	Limit	Underlying Limit	Premium
Employee Dishonesty (Per Loss)	\$1,000,000	\$100,000	Included
Forgery and Alteration	\$1,000,000	\$100,000	Included
Money and Securities (In/out)	\$1,000,000	\$100,000	Included

Coverage Description
Insures against loss resulting from the dishonest acts of your employees.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

### AUDITABLE RATES, TERMS, AND EXPOSURES, IF APPLICABLE:

- ◆ Nonauditable Policy Form

### STATEMENT OF DEFENSE COSTS:

- ◆ Does Not Apply

### SIGNIFICANT TERMS AND CONDITIONS:

Additional summary detail presented within the proposal.

- ◆ Faithful Performance of Duties included
- ◆ Includes Treasurers and Tax Collectors
- ◆ Includes Any Employee or Official Required to be Bonded by Law

### MAJOR EXCLUSIONS INCLUDED:

- ◆ Money or Securities After they have been Transferred or Surrendered to a Person or Place Outside the Premises Based upon Unauthorized Instructions or as a Result of a Threat to do Bodily Harm or Damage to Any Property
- ◆ Loss of Property in Any Money-Operated Device Unless the Amount of Money Deposited in it is Recorded by a Continuous Recording Instrument in the Device
- ◆ Damage Where the Only Proof of the Loss of the Amount of the Loss is Dependent upon an Inventory or a Profit and Loss Computation
- ◆ Any Part of a Loss Involving an Employee After Discovering Any Dishonest Acts Committed by the Employee Whether Before or After Being Employed by the Insured

### NOTE:

- ◆ The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.

## Excess Property

Carrier Information	Proposed
Policy Term	12/1/2025 - 12/1/2026
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Travelers Excess and Surplus Lines Company (A++ XV) Non-Admitted

Terms/Option/Coverage Parts	Limit	Underlying Limit	Premium
Limit of Liability	\$250,000,000	\$1,000,000	Included
Flood excluding Zone "A"	\$5,000,000	\$1,000,000	Included
Earthquake	\$5,000,000	\$1,000,000	Included

Coverage Description
Excess coverage for property you own or for which you are responsible.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

- Sublimits:**
- \$5,000,000 Flood Aggregate, excluding Zone A
  - \$5,000,000 Earthquake Aggregate
  - \$5,000,000 Earthquake – Moderate Zones
  - \$1,000,000 Newly Acquired Property – 90 Days Reporting
  - \$1,000,000 Builders Risk – 90 Days Reporting – Frame Builders Risk requires prior approval
  - \$2,000,000 Extra Expense per Member
  - \$1,000,000 Business Income per Member
  - \$1,000,000 Newly Acquired Vehicles

### AUDITABLE RATES, TERMS, AND EXPOSURES, IF APPLICABLE:

- ◆ Per schedule on file with company

### STATEMENT OF DEFENSE COSTS:

- ◆ Within Policy Limit (expenses erode policy limit)

### TERMS AND CONDITIONS:

- ◆ Coverage is subject to 115% margin clause per unit as described in the policy. The insurance limitation applies separately to each building and personal property at each location.

## Equipment Breakdown

Carrier Information	Proposed
Policy Term	12/1/2025 - 12/1/2026
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Federal Insurance Company (A++ XV) Admitted

Terms/Option/Coverage Parts	Limit	Deductible	Premium
Boiler & Machinery	\$150,000,000	\$1,000	Included
Service Interruption	included	4 Hours	Included

**Coverage Description**  
 Insures damage to scheduled boiler and machinery equipment, damage to buildings and contents caused by insured accidents, and expediting expenses incurred to recover after a loss. Necessary because standard Property policies exclude explosion of steam boilers, mechanical breakdown, and artificially generated current when no fire ensues.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

### AUDITABLE RATES, TERMS, AND EXPOSURES, IF APPLICABLE:

◆ None

### STATEMENT OF DEFENSE COSTS:

◆ Does Not Apply

### SIGNIFICANT TERMS AND CONDITIONS:

Ammonia Contamination	\$100,000
Electronic Data	\$250,000
Expediting Expenses	\$250,000
Public Safety Service Charge	\$250,000
Spoilage-Scheduled Locations	\$250,000
Spoilage-Utility Owned Equipment	\$250,000
Water Damage	\$250,000
Dependent Business Premises (Worldwide)	\$100,000
Electronic Data Process Equipment and Media	Included
Elevators, escalators, conveyors and hoist equipment	Included
Extended Warranties	Included
Extra Expenses	Included
Off Premises Property Damage	\$50,000
Ordinance or Law	Included
Pollutant Cleanup or Removal- cost to remove pollutants from land, water or air	\$50,000
Preparation of Loss Fees- Property Damage	\$50,000
Preparation of Loss Fees- Business Income	\$50,000
Replacement Cost at same or another site	\$50,000
Hazardous Substances	Included

**EXCLUSIONS:**

- ◆ Earth Movement
- ◆ Errors in System Programing
- ◆ Fungus

**MINIMUM EARNED OR MINIMUM AND DEPOSIT, IF APPLICABLE:**

- ◆ Provisional

**NOTE:**

- ◆ The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.

**Excess Liability**

Carrier Information	Proposed
Policy Term	12/1/2025 - 12/1/2026
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Old Republic Union Insurance Company (A+ XV) Non-Admitted

Terms/Option/Coverage Parts	Limit	Underlying Limit	Premium
Each Occurrence or Claim	\$8,000,000	\$2,000,000	Included
Aggregate	\$8,000,000	\$2,000,000	Included

Coverage Description
Excess Liability arising out of the existence, operation, or maintenance of your premises. Coverage also extends over the Law Enforcement, Public Officials Liability, Employment Practices Liability, Employee Benefits Liability, and Employers Liability

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

**AUDITABLE RATES, TERMS, AND EXPOSURES, IF APPLICABLE:**

- ◆ Flat premium

**STATEMENT OF DEFENSE COSTS:**

- ◆ Within Policy Limit (expenses erode policy limit)

**MAJOR COVERAGE INCLUDED:**

- ◆ General Liability
- ◆ Public Officials Liability (Annual Aggregate on a “per member” basis)
- ◆ Employment Practices Liability
- ◆ Employee Benefits Liability (Annual Aggregate on a “per member” basis)
- ◆ Automobile Liability
- ◆ Law Enforcement Liability
- ◆ Employers Liability
- ◆ Sexual Abuse & Molestation (\$3,000,000 sublimit in addition to the \$2,000,000 underlying limit)

**RETRO DATE:**

- ◆ TBD

**POLICY FORM, TERMS, AND CONDITIONS:**

- ◆ Asbestos Exclusion
- ◆ Lead Contamination Exclusion
- ◆ War Exclusion
- ◆ Nuclear, Biological, Chemical and Radiological Exclusion
- ◆ Nuclear Energy Liability Exclusion Endorsement (Broad Form)
- ◆ Total Pollution Exclusion with a Hostile Fire Exception
- ◆ Exclusion – Fungi or Bacteria
- ◆ Exclusion – Silica or Silica-Related Dust
- ◆ Exclusion – Certified Acts of Terrorism
- ◆ Exclusion – Access or Disclosure of Confidential or Personal Information

- ◆ Exclusion – Unmanned Aircraft

**ATTACHMENTS:**

- ◆ Common Policy Conditions
- ◆ Claim Notice
- ◆ Service of Process
- ◆ Illinois Changes – Defense Costs
- ◆ Illinois Changes – Cancellation and Nonrenewal
- ◆ Illinois Changes – Underlying Claims-Made Coverage

**NOTE:**

- ◆ The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.



**Excess Liability**

Carrier Information	Proposed
Policy Term	12/1/2025 - 12/1/2026
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Vantage Risk Specialty Insurance Company (A- XII) Non-Admitted

Terms/Option/Coverage Parts	Limit	Underlying Limit	Premium
Each Occurrence or Claim	\$5,000,000	\$10,000,000	Included
Aggregate	\$5,000,000	\$10,000,000	Included

Coverage Description
Excess Liability arising out of the existence, operation, or maintenance of your premises. Coverage also extends over the Law Enforcement, Public Officials Liability, Employment Practices Liability, Employee Benefits Liability, and Employers Liability

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

**AUDITABLE RATES, TERMS, AND EXPOSURES, IF APPLICABLE:**

- ◆ Flat premium

**STATEMENT OF DEFENSE COSTS:**

- ◆ Within Policy Limit (expenses erode policy limit)

**MAJOR COVERAGE INCLUDED:**

- ◆ General Liability
- ◆ Public Officials Liability (Annual Aggregate on a “per member” basis)
- ◆ Employment Practices Liability
- ◆ Employee Benefits Liability (Annual Aggregate on a “per member” basis)
- ◆ Automobile Liability
- ◆ Law Enforcement Liability
- ◆ Employers Liability
- ◆ Sexual Abuse & Molestation (\$3,000,000 sublimit in addition to the \$2,000,000 underlying limit)

**RETRO DATE:**

- ◆ TBD

**POLICY FORM, TERMS, AND CONDITIONS:**

- ◆ Asbestos Exclusion
- ◆ Lead Contamination Exclusion
- ◆ War Exclusion
- ◆ Nuclear, Biological, Chemical and Radiological Exclusion
- ◆ Nuclear Energy Liability Exclusion Endorsement (Broad Form)
- ◆ Total Pollution Exclusion with a Hostile Fire Exception
- ◆ Exclusion – Fungi or Bacteria
- ◆ Exclusion – Silica or Silica-Related Dust
- ◆ Exclusion – Certified Acts of Terrorism
- ◆ Exclusion – Access or Disclosure of Confidential or Personal Information
- ◆ Exclusion – Unmanned Aircraft

**ATTACHMENTS:**

- ◆ Common Policy Conditions
- ◆ Claim Notice
- ◆ Service of Process
- ◆ Illinois Changes – Defense Costs
- ◆ Illinois Changes – Cancellation and Nonrenewal
- ◆ Illinois Changes – Underlying Claims-Made Coverage

**NOTE:**

- ◆ The above is only a summary of the major exclusions in this policy. Please review the actual policy for a complete listing of exclusions.



## Excess Workers Comp

Carrier Information	Proposed
Policy Term	12/1/2025 - 12/1/2026
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Safety National Casualty Corporation (A++ XV) Admitted

Terms/Option/Coverage Parts	Limit	Underlying Limit	Premium
Excess Workers Compensation	Statutory	\$600,000	Included
Employers Liability	\$1,000,000	\$600,000	Included

Coverage Description
Excess coverage to pay benefits required by state law to employees injured during the course of their employment.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

### AUDITABLE RATES, TERMS, AND EXPOSURES, IF APPLICABLE:

- ◆ Subject to audit of payroll at policy expiration

### SIGNIFICANT TERMS AND CONDITIONS:

Additional summary detail presented within the proposal.

- ◆ Workers' Compensation – Statutory per occurrence
- ◆ Employers Liability (\$1,000,000 limit)
- ◆ Voluntary Compensation
- ◆ Foreign Voluntary (\$10,000 for Repatriation Expenses; \$100,000 for Employers Liability)
- ◆ Broad Form All States
- ◆ TRIA included
- ◆ Foreign Terrorism Endorsement
- ◆ Illinois Amendatory Endorsement

## Carrier Payment Plans

<i>Carrier / Payable Carrier</i>	<i>Line Of Coverage</i>	<i>Payment Schedule</i>
<b>Underwriters at Lloyd's London (Underwriters at Lloyd's London)</b>	Package	Annual Payment
<b>Travelers Excess and Surplus Lines Co (The Travelers Companies, Inc.)</b>	Excess Property	Annual Payment
<b>Federal Insurance Company (Chubb Group of Insurance Companies)</b>	Equipment Breakdown	Annual Payment
<b>Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)</b>	Excess Crime	Annual Payment
<b>Old Republic Union Insurance Company (Old Republic Insurance Group)</b>	Excess Liability	Annual Payment
<b>Vantage Risk Specialty Insurance Company (Aurenty)</b>	Excess Liability	Annual Payment
<b>Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)</b>	Excess Workers' Compensation	Annual Payment

Carrier Payment Schedule is valid until 12/1/2025.

## Proposal Disclosures



## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

### **Proposal Disclaimer**

**IMPORTANT:** The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

### **Compensation Disclosure**

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

### **TRIA/TRIPRA Disclaimer**

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.

## ***Property Estimator Disclaimer***

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

## ***Terms and Conditions***

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

## ***Services***

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Gallagher is not required to provide Services to you if Gallagher reasonably considers that to do so would put Gallagher in breach of, or would expose Gallagher or its affiliates to fines, penalties or sanctions under any laws, regulations, professional rules or, in Gallagher's sole opinion, you have breached a term/the terms of the Policies. In such circumstances, Gallagher will be entitled to terminate its Services with immediate effect. In the event that Gallagher exercises its right to terminate its Services with immediate effect, Gallagher will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Please be aware that Gallagher is generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran, including due to significant difficulties in processing payments and other commercial and reputational considerations.

## ***Treatment of Information***

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information (including transfers outside the United States in compliance with applicable laws) to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law. The parties agree that confidential information does not include aggregate, anonymized or de-identified data. In addition, we may also utilize your aggregated, anonymized, or de-identified information in connection with benchmarking, risk modeling and other data analytics, service or product improvements, and offerings, and similar business purposes. You further agree we may use your information with artificial intelligence or other automated applications for the purposes of improving or delivering our services to you.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

## ***Dispute Resolution***

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in

court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

**Electronic Delivery**

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

**Miscellaneous Terms**

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

## Client Signature Requirements



## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 10/23/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Package</b> Underwriters at Lloyd's, London (Ambridge)
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Excess Crime</b> Travelers Casualty and Surety Co of America
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Excess Property</b> Travelers Excess and Surplus Lines Co
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Equipment Breakdown</b> Federal Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Excess Liability</b> Old Republic Union Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Excess Liability</b> Vantage Risk Specialty Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Excess Workers Comp</b> Safety National Casualty Corporation

\*For this coverage, TRIA cannot be rejected

**Exposures and Values**

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

**Additional Terms and Disclosures**

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: \_\_\_\_\_  
Print Name (Specify Title)

\_\_\_\_\_  
Municipality

\_\_\_\_\_  
Signature

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

## Additional Changes and Developments to Your Program/Business/Operations

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operation such as expansion to other states or new products.
2. Mergers and/or acquisition of new companies.
3. Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances which may require increased liability insurance limits.
5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
6. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have previously arranged for the insurance.
8. Any changes in existing premises, including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.

No Changes and/or Developments

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

Title: \_\_\_\_\_

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

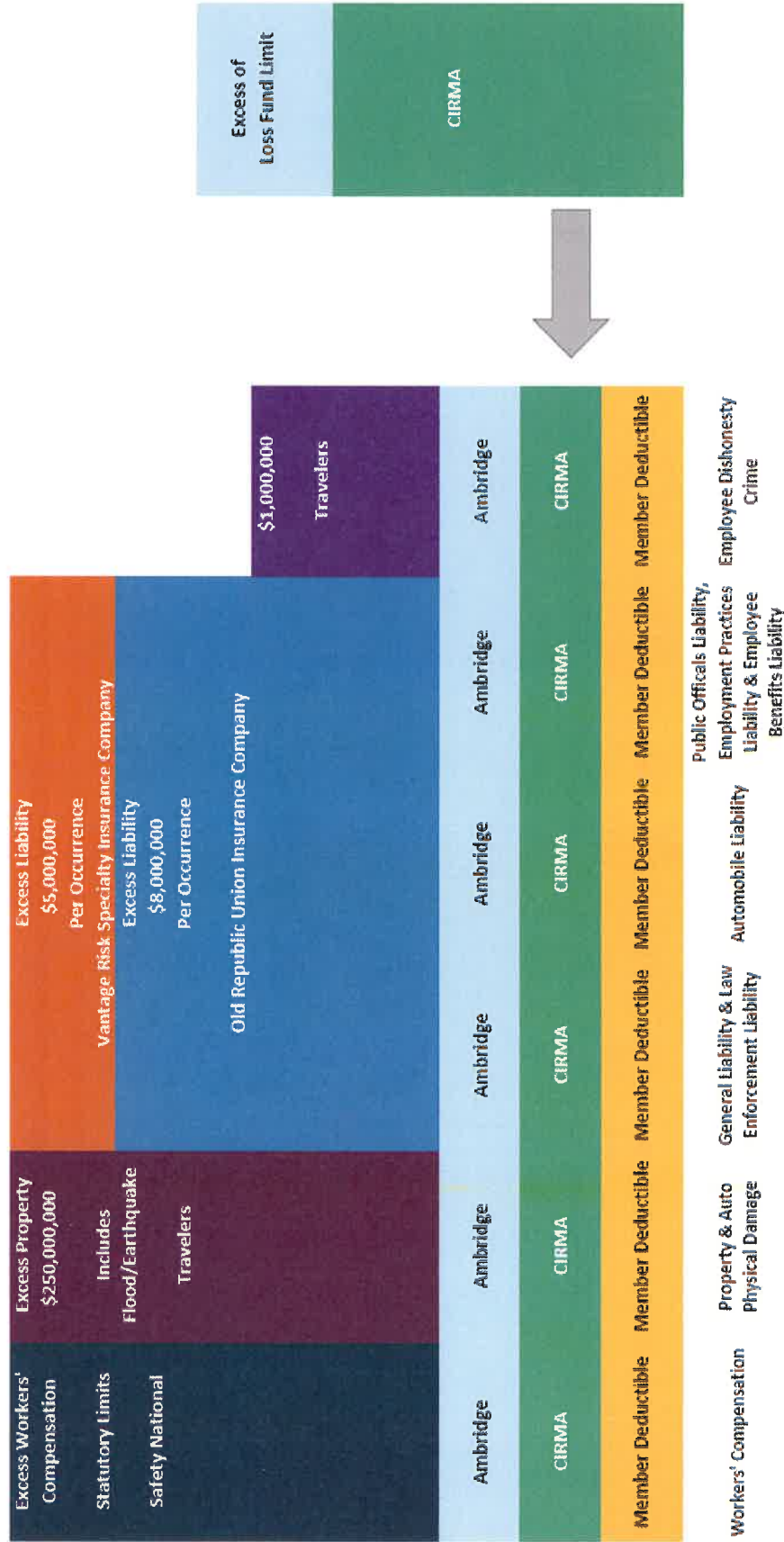
## Appendix



## Table of Contents

- ◆ Program Structure Graph
- ◆ Cost Analysis
- ◆ Bindable Quotations and Compensation Disclosure Schedule
- ◆ Carrier Quotations

## CIRMA Program Structure Graph



### Cost Analysis – Option 1

Property/Crime/APD Deductible: \$1,000

Liability Deductible: \$0

Workers' Compensation Deductible: \$250,000

Description/Coverage	Proposed Premiums	Insurance Company
Package	\$1,023,246	Lloyd's of London
Excess Property	Included	Travelers Excess and Surplus Lines Company
Excess Liability	Included	Old Republic Union Insurance Company
Excess Liability	Included	Vantage Risk Specialty Insurance Company
Boiler & Machinery	Included	Federal Insurance Company
Excess Crime	Included	Travelers Casualty and Surety Company of America
Workers' Compensation	Included	Safety National Casualty
Brokerage Fee	Included	Arthur J. Gallagher Risk Management Services, Inc.
Claims Administration	Included	Gallagher Bassett
CIRMA Administration Fee	Included	
<b>Total Premium Costs<sup>(1)</sup></b>	<b>\$1,023,246</b>	

<sup>(1)</sup> Excludes surplus lines taxes, fees, and Terrorism Risk Insurance ACT (TRIA) charges.

<sup>(2)</sup> Terrorism coverage available for an additional premium



## Cost Analysis – Option 2

Property/Crime/APD Deductible: \$50,000

Liability Deductible: \$50,000

Workers' Compensation Deductible: \$250,000

Description/Coverage	Proposed Premiums	Insurance Company
Package	\$924,340	Lloyd's of London
Excess Property	Included	Travelers Excess and Surplus Lines Company
Excess Liability	Included	Old Republic Union Insurance Company
Excess Liability	Included	Vantage Risk Specialty Insurance Company
Boiler & Machinery	Included	Federal Insurance Company
Excess Crime	Included	Travelers Casualty and Surety Company of America
Workers' Compensation	Included	Safety National Casualty
Brokerage Fee	Included	Arthur J. Gallagher Risk Management Services, Inc.
Claims Administration	Included	Gallagher Bassett
CIRMA Administration Fee	Included	
<b>Total Premium Costs<sup>(1)</sup></b>	<b>\$924,340</b>	

<sup>(1)</sup> Excludes surplus lines taxes, fees, and Terrorism Risk Insurance ACT (TRIA) charges.

<sup>(2)</sup> Terrorism coverage available for an additional premium

### Cost Analysis – Option 3

Property/Crime/APD Deductible: \$100,000

Liability Deductible: \$100,000

Workers' Compensation Deductible: \$250,000

Description/Coverage	Proposed Premiums	Insurance Company
Package	\$876,726	Lloyd's of London
Excess Property	Included	Travelers Excess and Surplus Lines Company
Excess Liability	Included	Old Republic Union Insurance Company
Excess Liability	Included	Vantage Risk Specialty Insurance Company
Boiler & Machinery	Included	Federal Insurance Company
Excess Crime	Included	Travelers Casualty and Surety Company of America
Workers' Compensation	Included	Safety National Casualty
Brokerage Fee	Included	Arthur J. Gallagher Risk Management Services, Inc.
Claims Administration	Included	Gallagher Bassett
CIRMA Administration Fee	Included	
<b>Total Premium Costs<sup>(1)</sup></b>	<b>\$876,726</b>	

<sup>(1)</sup> Excludes surplus lines taxes, fees, and Terrorism Risk Insurance ACT (TRIA) charges.

<sup>(2)</sup> Terrorism coverage available for an additional premium

## Bindable Quotations & Compensation Disclosure Schedule

Carrier Name and Coverage	(1) Est. Annual Premium	Fee Income, if applicable	(2) Comm. %	Wholesaler MGA or Intermediary (3) Name	(4) Broker % (insert **** if applicable)	AJG- Owned Yes/No
<b>Package</b>						
Lloyd's of London	\$1,023,246	Included	0%	Ambridge Public Entity & Non-Profit	****	No
<b>Excess Liability</b>						
Old Republic Union Insurance Company	Included	Included	0%	Old Republic Specialty Insurance Underwriters	****	No
<b>Excess Liability</b>						
Vantage Risk Specialty Insurance Company	Included	Included	0%	Risk Placement Services	****	Yes
<b>Excess Property</b>						
Travelers Excess and Surplus Lines Company	Included	Included	0%	N/A	N/A	N/A
<b>Excess Workers' Compensation</b>						
Safety National Casualty Corporation	Included	Included	0%	N/A	N/A	N/A
<b>Excess Crime</b>						
Travelers Casualty and Surety Company of America	Included	Included	0%	N/A	N/A	N/A
<b>Boiler &amp; Machinery</b>						
Federal Insurance Company	Included	Included	0%	N/A	N/A	N/A
<b>Brokerage Fee</b>						
Arthur J. Gallagher & Co.						

See next page for all applicable disclaimers.

Surplus Lines Taxes/Fees					
Package/Excess Property/Excess Liability	Non-Admitted Carriers	State	Tax %	Actual Tax Dollars	Fees
		IL	4%	Included	Included

**Please note: The asterisks below are only applicable if triggered in the Bindable Quotations and Compensation Disclosure Schedule.**

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium.

Please refer to the Compensation Disclosure or contact your Gallagher representative for additional information.

1. **\*If the premium is shown as an indication:** The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.  
 \*\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
2. Commission rate is a % of annual premium, excluding fees and taxes.  
 \*\*\* Gallagher is receiving commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.
3. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
4. \*\*\*\* The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

# Gallagher STEP



## Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future.

**Gallagher Safety Training Education Platform (STEP)** is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

### Key Benefits of Gallagher STEP

- **Register** for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard and train** an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

### Most Popular Training Modules

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication

### Gallagher CORE360



Gallagher CORE360 is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

Please visit [ajg.com/us/gallagher-step/](http://ajg.com/us/gallagher-step/) to learn more.



## Sample of Available Training Modules and Safety Shorts

### Human Resources Training

- Americans with Disabilities Act (ADA)
- California Ethics
- California Sexual Harassment & Discrimination—Employees (English and Spanish)
- California Sexual Harassment and Discrimination --Supervisors (English and Spanish)
- Connecticut Sexual Harassment Prevention and Response
- Diversity
- Drug-Free Workplace—Supervisor
- Ethics in Action
- Fair and Accurate Credit Transaction Act (FACTA)
- Family Medical Leave Act (FMLA)
- Interviewing Strategies
- Job Applications
- Maine Sexual Harassment Prevention and Response
- Personnel Files
- Sensitivity Basics: Creating Positive Working Relationships
- Sexual Harassment and Discrimination—Employees
- Sexual Harassment and Discrimination—Supervisors
- New York City Sexual Harassment and Discrimination (English and Spanish)
- New York City Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- New York State Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York State Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Smart Hiring
- Smart Risk Management—Core Principles
- Theft
- Unsafe Acts
- Violence Prevention
- Workers Compensation Essentials
- Workplace Investigations Basics
- Wrongful Termination

### Safety Training

- Accident Investigation Techniques
- Asbestos Awareness (General Industry)
- Basic Conveyor Safety
- Bloodborne Pathogens (English and Spanish)
- Creating a Safe Holiday Celebration
- Common Fire and Life Safety Hazards
- Continuity of Operations Planning
- Defensive Driving—Accident Scene Management
- Defensive Driving—Backing Safely, R is for Reverse
- Defensive Driving Basics—Part I (English and Spanish)
- Defensive Driving—Changing Lanes Safely
- Defensive Driving—Driving Safely in School Zones
- Defensive Driving—General Auto Risk Management
- Defensive Driving—Intersections
- Defensive Driving—Reducing Deer-Related Incidents
- Defensive Driving—Safe Following Distance
- Defensive Driving—Spring Weather Conditions
- Defensive Driving—Winter Weather Conditions
- Determining the Root Cause of Accidents
- Disaster Planning 101
- Electrical Safety (English and Spanish)
- Ladder Safety
- Employee and Family Disaster Planning
- Evacuation Planning and Procedures
- Fire Prevention Practices (English and Spanish)
- Forklift Safety Basics for General Industry
- Hazard Communication (English and Spanish)
- Hearing Protection
- Housekeeping—Custodial, Safe Housekeeping Practices
- Identifying Strain and Exertion Exposures (English and Spanish)
- Lead-Based Paint
- Lockdown Procedures
- Lockout/Tagout (English and Spanish)
- Machine Guarding (English and Spanish)
- Means of Egress (English and Spanish)
- Mold
- Office Ergonomics Defined
- Office Ergonomics—Working in Comfort
- Office Workstation Safety
- Office Workstation Safety for Supervisors
- Personal Protective Equipment (English and Spanish)
- Portable Fire Extinguishers I
- Portable Fire Extinguishers II
- Power Tool Safety
- Preparation for Physical Activity
- Preventing Back Injuries (English and Spanish)
- Preventing Slips, Trips and Falls (English and Spanish)
- Preventing Injuries When Lifting, Moving and Transferring Residents
- Safety Pays for Life
- Temp Staffing Services, Employee Safety Orientation (English and Spanish)

### Safety Shorts

Two safety shorts are considered one module selection.

- Bloodborne Pathogens
- Electrical Safety
- Emergency Procedures
- Fire Prevention and Protection
- Hand and Power Tools
- Hazard Communication
- Housekeeping/Custodial—Before You Start
- Housekeeping/Custodial—Cleaning by Hand
- Housekeeping/Custodial—Emptying Trash
- Housekeeping/Custodial—Mopping and Emptying Buckets
- Housekeeping/Custodial—Preventing Slips, Trips and Falls
- Housekeeping—General
- Ladder Safety
- Lockout/Tagout
- Personal Protective Equipment
- Safe Lifting Practices
- Slip, Trip and Fall

**The Gallagher Way.**  
Since 1927.

Please visit [ajg.com/us/gallagher-step/](http://ajg.com/us/gallagher-step/) to learn more.

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## Overview and Login Information

The Gallagher eRiskHub® portal provides you with exclusive risk management tools and best practices to improve your organization's cyber risk posture. This important resource serves your cyber risk management strategies by enhancing your capabilities in cyberattack prevention, loss mitigation and cyber risk transfer techniques.

### To access the Gallagher eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is **447597**.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

If you have any questions about the Gallagher eRiskHub®, please reach out the eRiskHub® support staff at [support@eriskhub.com](mailto:support@eriskhub.com)

### Key Features of the Gallagher eRiskHub®

- **Risk Manager Tools**—A collection of tools for risk managers including research of known breach events, information to calculate the potential cost of a breach event, sample policies, breach response planning and more.
- **Learning Center**—An extensive collection of thought leadership articles, webinars, videos and blog posts covering everything from emerging cyber threats to data protection and more.
- **Security and Privacy Training**—Resources for creating an effective security training program for your employees.
- **Strategic Third-Party Relationships and Partner Resources**—Information on third-party vendors that can assist your organization improve your overall cyber risk, as well as access to exclusive Gallagher discounts on tools.

### Gallagher's Cyber Capabilities

Gallagher's Cyber practice has the expertise to deliver a full complement of cyber risk management and insurance services to help your team stay protected. We take a consultative, action-based approach to address the sophisticated and evolving nature of cyber liability to design custom solutions that meet your unique needs. For more information, please contact us.



Insurance | Risk Management | Consulting

[ajg.com](http://ajg.com) The Gallagher Way. Since 1927.

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

Inclusive brokerage and related services provided by Arthur J. Gallagher Risk Management Services, LLC. (Licenses No. 100292095 and/or 0069293)

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# THE GALLAGHER

Shared Values at Gallagher are the rock foundation of the Company and our Culture. What is a Shared Value? These are concepts that the vast majority of the movers and shakers in the Company passionately adhere to. What are some of Gallagher's Shared Values?

## WAY

1. We are a sales and marketing company dedicated to providing excellence in risk management services to our clients.
2. We support one another. We believe in one another. We acknowledge and respect the ability of one another.
3. We push for professional excellence.
4. We can all improve and learn from one another.
5. There are no second-class citizens — everyone is important and everyone's job is important.
6. We're an open society.
7. Empathy for the other person is not a weakness.
8. Suspicion breeds more suspicion. To trust and be trusted is vital.
9. Leaders need followers. How leaders treat followers has a direct impact on the effectiveness of the leader.
10. Interpersonal business relationships should be built.
11. We all need one another. We are all cogs in a wheel.
12. No department or person is an island.
13. Professional courtesy is expected.
14. Never ask someone to do something you wouldn't do yourself.
15. I consider myself support for our sales and marketing. We can't make things happen without each other. We are a team.
16. Loyalty and respect are earned — not dictated.
17. Fear is a turnoff.
18. People skills are very important at Arthur J. Gallagher & Co.
19. We're a very competitive and aggressive company.
20. We run to problems — not away from them.
21. We adhere to the highest standards of moral and ethical behavior.
22. People work harder and are more effective when they're turned on — not turned off.
23. We are a warm, close company. This is a strength — not a weakness.
24. We must continue building a professional company — together — as a team.
25. Shared values can be altered with circumstances — but carefully and with tact and consideration for one another's needs.

When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.

ROBERT E. GALLAGHER  
MAY 1984





## Business Continuity and Resilience

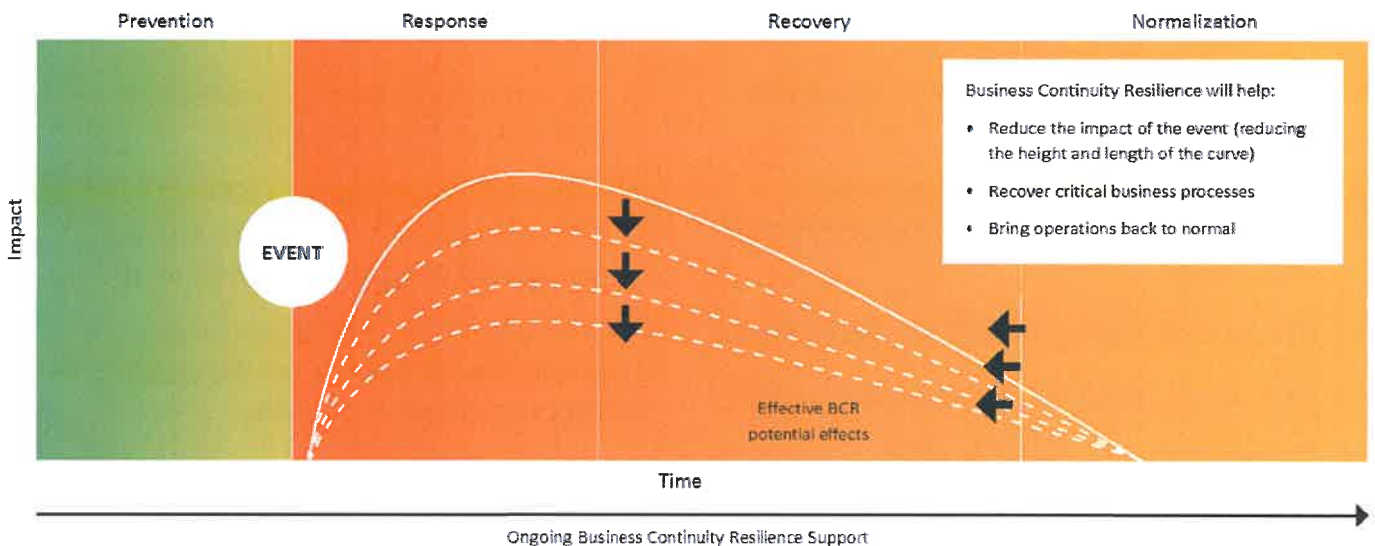
Organizations today must navigate an ever-changing business landscape and be prepared to respond to an increasing range of threats, such as:

- Supply Chain Disruptions
- Cyber Attacks
- Employee Misconduct
- Changing Regulatory Requirements
- Climate Change
- Geo-Political Unrest
- Digitization

Any of these risks could quickly escalate into a crisis and threaten your business. Without adequate planning and preparation, even a seemingly minor incident has the potential to escalate, and impact operations, brand reputation and financial results.

In light of the current market volatility and range of challenges, insurance companies are increasingly requiring organizations to have a Business Continuity Plan in place to demonstrate their resilience and readiness to respond and recover critical business operations. Resiliency planning will ensure you can identify, assess and manage risks and vulnerabilities of any kind, being more prepared to reduce the impact of an event. Having a plan in place builds confidence among key stakeholders such as employees, regulators, customers, investors, insurers and the public.

As a trusted partner and advisor, Gallagher's Business Continuity and Resilience Practice works with organizations in virtually every industry vertical. We offer tailor made solutions to assess your level of business resilience, develop custom plans for improvement, and then embed them into the organization through training programs. Additionally, we offer a free Resilience Ready assessment that enables you to assess your business's resilience score and pinpoint potential areas for future improvement.



## Gallagher Offers A Variety Of Business Continuity And Resilience Service Offerings

### Business Continuity

“All Hazard” business continuity plans reduce the operational impact of an incident by directly targeting the recovery of an organization’s value drivers — business processes that directly drive revenue and reputation. This enables an organization to recover more efficiently and effectively following a major business disruption or crisis. No matter the extent of your resources and infrastructure for business continuity, we are here to support your organization by offering planning guidance and training tailored to your specific needs.

### Crisis Management

Crisis management plans prevent or mitigate risks to people, brands, reputations, and financial results and provide the overarching framework for all response and recovery activities within the organization.

### Crisis Communications

Crisis communication plans communicate promptly, accurately, and confidently to all stakeholders during an incident or actual crisis and enable businesses to better coordinate internal and external global communications with media, employees, regulators, customers, investors, and the public at large.

### Supply Chain

Supply chain risk management plans help assess and manage third-party risks and vulnerabilities to ensure that products and services continue to be delivered both during and following major disruptions.

### Leaders Where It Counts

Gallagher was founded on a culture of service and a common interest doing what’s in our clients’ best interest. We understand the importance of leading with value-based decisions and exemplifying an overall commitment to integrity.

## A Next Generation Engagement Solution

**Gallagher Insight** is a user-friendly web portal that allows secure, real-time collaboration between you and your Gallagher team. It empowers Clients with 24/7 access to their summary insurance information and an array of materials needed to run your risk management program, all at your fingertips on any device. Gallagher Insight is a password-protected portal accessible through any browser on your mobile phone, tablet or PC. Insight offers a modern design, robust features and upgraded functionality, including:

- Secure web-based document libraries for our clients
- Policy and document sharing with your Gallagher account team
- A private social network between your global team and ours
- Stewardship through goals, events and tasks set up by you and your Gallagher team
- Access to Gallagher's resource library
- Submission and tracking of service requests

Insight can be accessed from any electronic device using a secure ID and password to login.



**The Gallagher Way.**  
Since 1927.

[ajg.com](http://ajg.com)

# Contractual Risk Compliance



**Gallagher**

Insurance | Risk Management | Consulting



## Verified Testimonial

Gallagher Verify monitors expiration dates, insurance limits and other details across thousands of COIs. In addition, their team delivers a very consultative, custom approach, which has allowed us to significantly improve our overall risk exposure.

## Mitigate contractual risk with confidence

There is more to managing compliance than just collecting your third-party vendors' certificates. **Gallagher Verify**<sup>SM</sup> ensures you are tracking all the information you need to keep your company organized, compliant and properly protected. Take advantage of our intelligent technology and experienced compliance experts to gain insight into your level of risk, giving you the freedom to focus on your day-to-day operations.

### Protect your business from unknown risk

A majority of organizations face unknown risk. In fact, research shows that most organizations average only 20% compliance for vendor insurance. Gallagher Verify limits your unknown risk and significantly improves compliance. Most companies that use Gallagher Verify average over 80% compliance.\*

### Track more than just certificates of insurance (COIs)

Our cloud software has the capability to track and verify compliance for any type of document your business is required to keep on file. These documents can include but are not limited to:

W-9 forms	OSHA mod rates	Background checks
MVRs	Contracts	Certifications and licenses

### Gallagher Verify brings big benefits to your business

- Increased profitability due to reduced internal administrative costs
- Insurance consulting with a risk advisor
- Reports and dashboards to manage compliance trends
- Ongoing monitoring of A.M. Best insurance carrier ratings and vendor compliance with A.M. Best ratings
- Easy-to-use cloud software used to track and record incoming COIs
- Proactive compliance calls to vendors
- Industry-specific software configurations

\*Tier 2 model.



**Learn More About CORE360®**

Gallagher Verify is part of Gallagher **CORE360**, our unique, comprehensive approach to evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

We consult with you to understand your **contractual liability**, and how to mitigate risks and associated costs.

This will empower you to know, control and minimize your total cost of risk, and improve your profitability.

**Tiers of service tailored to the needs of your organization**

	Tier 1	Tier 2
Gallagher Verify cloud software	✓	✓
Dedicated implementation project managers (includes data entry and software configuration)	✓	✓
Automated COI endorsement and document compliance verification	✓	✓
Automated noncompliance and renewal notifications to vendors	✓	✓
Client access to software support	✓	✓
Customizable daily, weekly and monthly reports, and historical compliance dashboard widgets	✓	✓
Risk management consulting for clients (insurance requirement exception guidance)		✓
Outgoing vendor compliance enforcement and educational phone calls (up to four phone calls per certificate of insurance)		✓
Weekly or monthly client stewardship calls with a risk advisor		✓
Unlimited phone support for vendors with insurance and contract-related questions		✓

**Verified Testimonial**

When we initially implemented Gallagher Verify, our third-party insurance compliance was less than 20%. Today, compliance is more than 90%. The aggressive tracking of insurance requirements and vendor compliance mitigates financial exposure, should there be a claim.

**The Gallagher Way.  
Since 1927.**

[aig.com](http://aig.com)

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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## Proposal of Insurance

### Kendall County

504 South Main Street  
Yorkville, IL 60560

Effective Date: December 01, 2025

Arthur J Gallagher Risk Management Services, LLC  
AJG License Nos. IL 100292093, CA 0D69293



**Gallagher**

Insurance | Risk Management | Consulting

# Kendall County

## Proposal Summary

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions.

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

- Cyber Liability

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules.

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

### **To Bind Coverage:**

Please refer to the attachment document titled, "**Client Authorization to Bind Coverage**":

- Note any changes you desire to be made
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- Return prior to the effective date of coverage

**Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.**

Sincerely,  
*Brianna Riske*

Brianna Riske  
Client Service Manager

Enclosure



# Kendall County

## Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
<b>Rich Stokluska</b> Area Executive Vice President	Producer	<a href="mailto:rich_stokluska@ajg.com">rich_stokluska@ajg.com</a>	(630) 285 4012
<b>Brianna Riske</b> Client Service Manager	Client Service Manager	<a href="mailto:brianna_riske@ajg.com">brianna_riske@ajg.com</a>	(630) 647 3035
<b>Tim Corr</b> Account Executive	Account Executive	<a href="mailto:tim_corr@ajg.com">tim_corr@ajg.com</a>	(630) 694 5230



# Kendall County

## Premium Summary

The estimated program cost for the options are outlined in the following table:

Line of Coverage		Renewal Option 1 \$1M Limit	Renewal Option 2 \$3M Limit
		Certain underwriters at Lloyd's, London	Certain underwriters at Lloyd's, London
<b>Cyber Liability</b>	Premium	\$23,672.00	\$42,357.00
	<b>Estimated Cost*</b>	<b>\$25,335.00</b>	<b>\$44,681.00</b>
<b>Total Cost</b>		<b>\$25,335.00</b>	<b>\$44,681.00</b>

\*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage: Cyber Liability.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Where permitted by law, Gallagher may assess a \$100 Agency Bill Administration Fee on all new and renewal policy placements where Gallagher is responsible for collecting client premium and remitting payment to insurance carriers and other third parties. In connection with such billing obligations, Gallagher assumes additional administrative, financial and compliance obligations that introduce significant risks to Gallagher's business. Should you change to direct bill, where available, or premium finance the transaction, you will not incur the Agency Bill Administration Fee.

## Named Insured

Named Insured	Cyber Liability
Kendall County	X

**Note:** Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

# Kendall County

## Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost-effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Cyber Liability	Certain underwriters at Lloyd's, London (A XV)	Quoted	Non-Admitted

\*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\*\*Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from AM Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. AM Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of AM Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

\*\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



# Kendall County

## Coverage Highlights

### Cyber Liability

		Recommended Quote
Policy Term	12/01/2025 – 12/01/2026	
Carrier Information	Certain underwriters at Lloyd's, London	
Payment Plan	Full	
Payment Method	Agency	
<b>Premium &amp; Exposures</b>		
Cyber Liability	\$23,672.00	
Terrorism – TRIA (Included)	\$0.00	
Policy Administration Fee	\$575.00	
Broker Fee	\$250.00	
Surplus Lines Tax	\$829.00	
Stamping Fee	\$9.00	
<b>Total Cyber Premium</b>	<b>\$25,355.00</b>	
Minimum Type	Minimum Earned Premium	
Minimum Amount	0%	
<b>Core Cyber Coverages</b>		
Reputational Harm Period	12 months	
Indemnity Period	12 months	
<b>Insuring Clause 1: Cyber Incident Response</b>		
Section A: Incident Response Costs	\$1,000,000 each and every claim	
Section B: Legal And Regulatory Costs	\$1,000,000 each and every claim	
Section C: It Security And Forensic Costs	\$1,000,000 each and every claim	
Section D: Crisis Communication Costs	\$1,000,000 each and every claim	
Section E: Privacy Breach Management Costs	\$1,000,000 each and every claim	
Section F: Third Party Privacy Breach Management Costs	\$1,000,000 each and every claim	
Section G: Post Breach Remediation Costs	\$50,000 each and every claim, subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event	
<b>Insuring Clause 2: Cyber Crime</b>		
Section A: Funds Transfer Fraud	\$250,000 each and every claim	
Section B: Invoice Manipulation	\$250,000 each and every claim	
Section C: New Vendor Fraud	\$250,000 each and every claim	
Section D: Physical Goods Fraud	\$250,000 each and every claim	
Section E: Theft Of Personal Funds	\$250,000 each and every claim	
Section F: Corporate Identity Theft	\$250,000 each and every claim	
Section G: Theft Of Funds Held In Escrow	\$250,000 each and every claim	
Section H: Theft Of Client Funds	\$50,000 each and every claim	
Section I: Customer Payment Fraud	\$50,000 each and every claim	
Section J: Telephone Hacking	\$250,000 each and every claim	
Section K: Unauthorized Use Of Computer Resources	\$500,000 each and every claim	
Insuring Clause 3: Cyber Extortion	\$1,000,000 each and every claim	
<b>Insuring Clause 4: System Damage And Business Interruption</b>		
Section A: System Damage And Rectification Costs	\$1,000,000 each and every claim	
Section B: Hardware Replacement Costs	\$1,000,000 each and every claim	
Section C: Income Loss And Extra Expense	\$1,000,000 each and every claim	
Section D: Emergency And Additional Operational Continuity Costs	\$100,000 each and every claim	
Section E: Voluntary And Regulatory Shutdown	\$1,000,000 each and every claim	
Section F: Dependent Business Interruption	\$1,000,000 each and every claim	
Section G: Consequential Reputational Harm	\$1,000,000 each and every claim	

# Kendall County

Section H: Lost Or Missed Bids	\$1,000,000 each and every claim
Section I: Claim Preparation Costs	\$25,000 each and every claim
Section: Non-Tech Dependent Business Interruption	\$1,000,000 each and every claim
Insuring Clauses 5 And 7 - 9 Combined	\$1,000,000 in the aggregate
<b>Insuring Clause 5: Network Security &amp; Privacy Liability</b>	
Section A: Network Security Liability	\$1,000,000 in the aggregate, including costs and expenses
Section B: Privacy Liability	\$1,000,000 in the aggregate, including costs and expenses
Section C: Management Liability	\$1,000,000 in the aggregate, including costs and expenses
Section D: Regulatory Fines, Penalties And Investigation Costs	\$1,000,000 in the aggregate, including costs and expenses
Section E: PCI Fines, Penalties And Assessments	\$1,000,000 in the aggregate, including costs and expenses
Section F: Contingent Bodily Injury	\$250,000 in the aggregate, including costs and expenses
Section: Corrective Action Plan Costs	\$50,000 in the aggregate
Wrongful Collection And Use Of Personal Data And Data Privacy Regulatory Investigations Sections Combined	\$50,000 in the aggregate, including costs and expenses
Section: Wrongful Collection And Use Of Personal Data	\$50,000 in the aggregate, including costs and expenses
Section: Data Privacy Regulatory Investigation	\$50,000 in the aggregate, including costs and expenses
Insuring Clause 6: Criminal Reward Cover	\$100,000 each and every claim
<b>Insuring Clause 7: Media Liability</b>	
Section A: Defamation	\$1,000,000 in the aggregate, including costs and expenses
Section B: Intellectual Property Rights Infringement	\$1,000,000 in the aggregate, including costs and expenses
Insuring Clause 9: Court Attendance Costs	\$100,000 in the aggregate
Form Type	Claims-Made.
Retroactive Date	Full Prior Acts
Prior & Pending Litigation Date	Refer to policy form
Continuity Date	Refer to policy form
<b>Definition of a Claim</b>	
Refer to policy form	
<b>Incident and Claim Reporting Provisions</b>	
Refer to policy form	
Claims Made Disclaimer	Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is [100]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (12) months of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions
<b>Endorsements including but not limited to:</b>	
AmWINS Special Amendatory Clause	
Policyholder Disclosure Notice Of Terrorism Insurance Coverage	
Optional Extended Reporting Period	
<b>Exclusions including but not limited to:</b>	
Customer Reimbursement Costs	
War and Cyber War	
Theft of Fund held in Escrow	
<b>Cyber Liability Deductible</b>	
Aggregate Deductible	\$2,500 in the aggregate
Time Franchise	8 hours

# Kendall County

Binding Requirements
Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding)
Signed version of the application form submitted, dated within 30 days of the required inception date. (14 days post binding)
Please provide name, position, email and telephone number for the designated contact to receive security related alerts and targeted threat intelligence. (14 days post binding)

Cyber Liability Option 2	
Limit	\$3,000,000
Deductible	\$25,000
Premium	\$44,681.00



# Kendall County

## Claims Reporting By Policy

**Immediately report all claims.** Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

### Reporting Direct to Carrier [Only When Applicable]

Coverage(s): Cyber Liability	Immediately report claims directly to:
<b>Insurer:</b> Certain underwriters at Lloyd's, London	<b>Insurer:</b> Certain underwriters at Lloyd's, London
<b>Policy Term:</b> 12/01/2025 – 12/01/2026	Phone: 402-514-6100 Email: <a href="mailto:claims@mccordclaims.com">claims@mccordclaims.com</a> Web: <a href="https://www.intlxs.com/">https://www.intlxs.com/</a>

### Reporting to Gallagher or Assistance in Reporting

Coverage(s): Cyber Liability	Immediately report claims directly to:
<b>Gallagher Claim Center</b>	Phone: 855-497-0578 Fax: 225-663-3224
<b>Policy Term:</b> 12/01/2025 – 12/01/2026	Email: <a href="mailto:ggb.nrcclaimscenter@aig.com">ggb.nrcclaimscenter@aig.com</a>

# Kendall County

## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

### Proposal Disclaimer

**IMPORTANT:** The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, Exclusions including but not limited to: limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

### Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

### TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

### Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

# Kendall County

## **Terms and Conditions**

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

## **Services**

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Gallagher is not required to provide Services to you if Gallagher reasonably considers that to do so would put Gallagher in breach of, or would expose Gallagher or its affiliates to fines, penalties or sanctions under any laws, regulations, professional rules or, in Gallagher's sole opinion, you have breached a term/the terms of the Policies. In such circumstances, Gallagher will be entitled to terminate its Services with immediate effect. In the event that Gallagher exercises its right to terminate its Services with immediate effect, Gallagher will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Please be aware that Gallagher is generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran, including due to significant difficulties in processing payments and other commercial and reputational considerations.

## **Treatment of Information**

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information (including transfers outside the United States in compliance with applicable laws) to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law. The parties agree that confidential information does not include aggregate, anonymized or de-identified data. In addition, we may also utilize your aggregated, anonymized, or de-identified information in connection with benchmarking, risk modeling and other data analytics, service or product improvements, and offerings, and similar business purposes. You further agree we may use your information with artificial intelligence or other automated applications for the purposes of improving or delivering our services to you.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

# Kendall County

## Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

- A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.
- B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.
- C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

## Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

## Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

## Kendall County

### Compensation Disclosure Schedule

**Client Name:** Kendall County

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, Or Intermediary Name <sup>1</sup>	Est. Annual Premium <sup>2</sup>	Gallagher U.S. Owned Wholesaler, MGA, Or Intermediary % And/or Fee
Cyber Liability Option 1	Certain underwriters at Lloyd's, London	Amwins Brokerage	\$23,672.00	\$825.00
Cyber Liability Option 2	Certain underwriters at Lloyd's, London	Amwins Brokerage	\$42,357.00	\$825.00

<sup>1</sup> We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

<sup>2</sup> If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

**Note:** When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- **Accident & Health:** 15-25%
- **Aviation:** 14-15%
- **Contract Bonds:** 20-30%
- **All Other Bonds/Surety:** 30-35%
- **Builders Risk:** 15-18%
- **Property:** 15-22%
- **Inland Marine:** 20-22.5%
- **Ocean Marine:** 15-17.5%
- **Casualty:** 14-15%
- **Commercial Auto:** 12.5-15%
- **Package / Business Owners Package:** 15-16.8%
- **Workers Compensation:** 8-11%
- **All Other Commercial:** 10-20%
- **Executive/Professional Lines:** 15-17.5%
- **Medical Malpractice:** 10-12%

**Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.**

# Kendall County

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 10/28/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Cyber Liability</b>
<input type="checkbox"/> Accept Option 1	Certain underwriters at Lloyd's, London
<input type="checkbox"/> Accept Option 2	Option 1 - \$1M Limit Option 2 - \$3M Limit
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>TRIA - Cyber Liability</b>

### Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

### Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

# Kendall County

By:

\_\_\_\_\_

Print Name (Specify Title)

\_\_\_\_\_

County

\_\_\_\_\_

Signature

Date:

\_\_\_\_\_



# CIRMA CYBER PROPOSAL #2

## **Kendall County**

504 South Main Street  
Yorkville, IL 60560

Effective Date: December 01, 2025

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# Proposal Summary

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions.

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

- Cyber Liability

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules.

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

## **To Bind Coverage:**

Please refer to the attachment document titled, "***Client Authorization to Bind Coverage***":

- Note any changes you desire to be made
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- Return prior to the effective date of coverage

**Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.**

Sincerely,

*Brianna Riske*

Brianna Riske  
Client Service Manager

Enclosure



## Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
<b>Rich Stokluska</b> Area Executive Vice President	Producer	<a href="mailto:rich_stokluska@ajg.com">rich_stokluska@ajg.com</a>	(630) 285 4012
<b>Brianna Riske</b> Client Service Manager	Client Service Manager	<a href="mailto:brianna_riske@ajg.com">brianna_riske@ajg.com</a>	(630) 647 3035
<b>Tim Corr</b> Account Executive	Account Executive	<a href="mailto:tim_corr@ajg.com">tim_corr@ajg.com</a>	(630) 694 5230

# Premium Summary

The estimated program cost for the options are outlined in the following table:

Line of Coverage		Renewal Option 1 \$1M Limit	Renewal Option 2 \$3M Limit
		Certain underwriters at Lloyd's, London	Certain underwriters at Lloyd's, London
<b>Cyber Liability</b>	Premium	\$23,672.00	\$30,412.00
	<b>Estimated Cost*</b>	<b>\$25,335.00</b>	<b>\$32,313.00</b>
<b>Total Cost</b>		<b>\$25,335.00</b>	<b>\$32,313.00</b>

\*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage: Cyber Liability.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Where permitted by law, Gallagher may assess a \$100 Agency Bill Administration Fee on all new and renewal policy placements where Gallagher is responsible for collecting client premium and remitting payment to insurance carriers and other third parties. In connection with such billing obligations, Gallagher assumes additional administrative, financial and compliance obligations that introduce significant risks to Gallagher's business. Should you change to direct bill, where available, or premium finance the transaction, you will not incur the Agency Bill Administration Fee.

## Named Insured

Named Insured	Cyber Liability
Kendall County	X

**Note:** Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

## Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost-effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Cyber Liability	Certain underwriters at Lloyd's, London (A XV)	Quoted	Non-Admitted

\*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\*\*Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from AM Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. AM Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of AM Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

\*\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

# Coverage Highlights

## Cyber Liability

	Recommended Quote
<b>Policy Term</b>	12/01/2025 – 12/01/2026
Carrier Information	Certain underwriters at Lloyd's, London
Payment Plan	Full
Payment Method	Agency
<b>Premium &amp; Exposures</b>	
Cyber Liability	\$23,672.00
Terrorism – TRIA (Included)	\$0.00
Policy Administration Fee	\$575.00
Broker Fee	\$250.00
Surplus Lines Tax	\$829.00
Stamping Fee	\$9.00
<b>Total Cyber Premium</b>	<b>\$25,355.00</b>
Minimum Type	Minimum Earned Premium
Minimum Amount	0%
<b>Core Cyber Coverages</b>	
Reputational Harm Period	12 months
Indemnity Period	12 months
<b>Insuring Clause 1: Cyber Incident Response</b>	
Section A: Incident Response Costs	\$1,000,000 each and every claim
Section B: Legal And Regulatory Costs	\$1,000,000 each and every claim
Section C: It Security And Forensic Costs	\$1,000,000 each and every claim
Section D: Crisis Communication Costs	\$1,000,000 each and every claim
Section E: Privacy Breach Management Costs	\$1,000,000 each and every claim
Section F: Third Party Privacy Breach Management Costs	\$1,000,000 each and every claim
Section G: Post Breach Remediation Costs	\$50,000 each and every claim, subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event
<b>Insuring Clause 2: Cyber Crime</b>	
Section A: Funds Transfer Fraud	\$250,000 each and every claim
Section B: Invoice Manipulation	\$250,000 each and every claim
Section C: New Vendor Fraud	\$250,000 each and every claim
Section D: Physical Goods Fraud	\$250,000 each and every claim
Section E: Theft Of Personal Funds	\$250,000 each and every claim
Section F: Corporate Identity Theft	\$250,000 each and every claim
Section G: Theft Of Funds Held In Escrow	\$250,000 each and every claim
Section H: Theft Of Client Funds	\$50,000 each and every claim
Section I: Customer Payment Fraud	\$50,000 each and every claim
Section J: Telephone Hacking	\$250,000 each and every claim
Section K: Unauthorized Use Of Computer Resources	\$500,000 each and every claim
Insuring Clause 3: Cyber Extortion	\$1,000,000 each and every claim
<b>Insuring Clause 4: System Damage And Business Interruption</b>	
Section A: System Damage And Rectification Costs	\$1,000,000 each and every claim
Section B: Hardware Replacement Costs	\$1,000,000 each and every claim
Section C: Income Loss And Extra Expense	\$1,000,000 each and every claim
Section D: Emergency And Additional Operational Continuity Costs	\$100,000 each and every claim
Section E: Voluntary And Regulatory Shutdown	\$1,000,000 each and every claim
Section F: Dependent Business Interruption	\$1,000,000 each and every claim
Section G: Consequential Reputational Harm	\$1,000,000 each and every claim

Section H: Lost Or Missed Bids	\$1,000,000 each and every claim
Section I: Claim Preparation Costs	\$25,000 each and every claim
Section: Non-Tech Dependent Business Interruption	\$1,000,000 each and every claim
Insuring Clauses 5 And 7 - 9 Combined	\$1,000,000 in the aggregate
<b>Insuring Clause 5: Network Security &amp; Privacy Liability</b>	
Section A: Network Security Liability	\$1,000,000 in the aggregate, including costs and expenses
Section B: Privacy Liability	\$1,000,000 in the aggregate, including costs and expenses
Section C: Management Liability	\$1,000,000 in the aggregate, including costs and expenses
Section D: Regulatory Fines, Penalties And Investigation Costs	\$1,000,000 in the aggregate, including costs and expenses
Section E: PCI Fines, Penalties And Assessments	\$1,000,000 in the aggregate, including costs and expenses
Section F: Contingent Bodily Injury	\$250,000 in the aggregate, including costs and expenses
Section: Corrective Action Plan Costs	\$50,000 in the aggregate
Wrongful Collection And Use Of Personal Data And Data Privacy Regulatory Investigations Sections Combined	\$50,000 in the aggregate, including costs and expenses
Section: Wrongful Collection And Use Of Personal Data	\$50,000 in the aggregate, including costs and expenses
Section: Data Privacy Regulatory Investigation	\$50,000 in the aggregate, including costs and expenses
Insuring Clause 6: Criminal Reward Cover	\$100,000 each and every claim
<b>Insuring Clause 7: Media Liability</b>	
Section A: Defamation	\$1,000,000 in the aggregate, including costs and expenses
Section B: Intellectual Property Rights Infringement	\$1,000,000 in the aggregate, including costs and expenses
Insuring Clause 9: Court Attendance Costs	\$100,000 in the aggregate
Form Type	Claims-Made.
Retroactive Date	Full Prior Acts
Prior & Pending Litigation Date	Refer to policy form
Continuity Date	Refer to policy form
<b>Definition of a Claim</b>	
Refer to policy form	
<b>Incident and Claim Reporting Provisions</b>	
Refer to policy form	
Claims Made Disclaimer	Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is [100]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (12) months of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions
<b>Endorsements including but not limited to:</b>	
AmWINS Special Amendatory Clause	
Policyholder Disclosure Notice Of Terrorism Insurance Coverage	
Optional Extended Reporting Period	
<b>Exclusions including but not limited to:</b>	
Costumer Reimbursement Costs	
War and Cyber War	
Theft of Fund held in Escrow	
<b>Cyber Liability Deductible</b>	
Aggregate Deductible	\$2,500 in the aggregate
Time Franchise	8 hours

<b>Binding Requirements</b>	
Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding)	
Signed version of the application form submitted, dated within 30 days of the required inception date. (14 days post binding)	
Please provide name, position, email and telephone number for the designated contact to receive security related alerts and targeted threat intelligence. (14 days post binding)	

<b>Cyber Liability Option 2</b>	
Limit	\$3,000,000
Deductible	\$10,000
Premium	\$32,313.00

## Claims Reporting By Policy

**Immediately report all claims.** Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

### Reporting Direct to Carrier [Only When Applicable]

Coverage(s): Cyber Liability	Immediately report claims directly to:
<b>Insurer:</b> Certain underwriters at Lloyd's, London	Insurer: Certain underwriters at Lloyd's, London Phone: 402-514-6100 Email: <a href="mailto:claims@mccordclaims.com">claims@mccordclaims.com</a> Web: <a href="https://www.intlxs.com/">https://www.intlxs.com/</a>
<b>Policy Term:</b> 12/01/2025 – 12/01/2026	

### Reporting to Gallagher or Assistance in Reporting

Coverage(s): Cyber Liability	Immediately report claims directly to:
<b>Gallagher Claim Center</b>	Phone: 855-497-0578 Fax: 225-663-3224 Email: <a href="mailto:ggb.nrcclaimscenter@ajg.com">ggb.nrcclaimscenter@ajg.com</a>
<b>Policy Term:</b> 12/01/2025 – 12/01/2026	

## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

### Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, Exclusions including but not limited to:, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

### Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

### TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.

### Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

## **Terms and Conditions**

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these “Terms”) govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the “CAB”) included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

## **Services**

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher’s assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Gallagher is not required to provide Services to you if Gallagher reasonably considers that to do so would put Gallagher in breach of, or would expose Gallagher or its affiliates to fines, penalties or sanctions under any laws, regulations, professional rules or, in Gallagher’s sole opinion, you have breached a term/the terms of the Policies. In such circumstances, Gallagher will be entitled to terminate its Services with immediate effect. In the event that Gallagher exercises its right to terminate its Services with immediate effect, Gallagher will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Please be aware that Gallagher is generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran, including due to significant difficulties in processing payments and other commercial and reputational considerations.

## **Treatment of Information**

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information (including transfers outside the United States in compliance with applicable laws) to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law. The parties agree that confidential information does not include aggregate, anonymized or de-identified data. In addition, we may also utilize your aggregated, anonymized, or de-identified information in connection with benchmarking, risk modeling and other data analytics, service or product improvements, and offerings, and similar business purposes. You further agree we may use your information with artificial intelligence or other automated applications for the purposes of improving or delivering our services to you.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects’ rights, as applicable. To the extent applicable under associated data protection laws, you are a “business” or “controller” and Gallagher is a “service provider” or “data processor.” You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher’s Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

## Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

- A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.
- B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.
- C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

## Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

## Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

## Compensation Disclosure Schedule

**Client Name:** Kendall County

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, Or Intermediary Name <sup>1</sup>	Est. Annual Premium <sup>2</sup>	Gallagher U.S. Owned Wholesaler, MGA, Or Intermediary % And/or Fee
Cyber Liability Option 1	Certain underwriters at Lloyd's, London	Amwins Brokerage	\$23,672.00	\$825.00
Cyber Liability Option 2	Certain underwriters at Lloyd's, London	Amwins Brokerage	\$30,412.00	\$825.00

<sup>1</sup> We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

<sup>2</sup> If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

**Note:** When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- **Accident & Health:** 15-25%
- **Aviation:** 14-15%
- **Contract Bonds:** 20-30%
- **All Other Bonds/Surety:** 30-35%
- **Builders Risk:** 15-18%
- **Property:** 15-22%
- **Inland Marine:** 20-22.5%
- **Ocean Marine:** 15-17.5%
- **Casualty:** 14-15%
- **Commercial Auto:** 12.5-15%
- **Package / Business Owners Package:** 15-16.8%
- **Workers Compensation:** 8-11%
- **All Other Commercial:** 10-20%
- **Executive/Professional Lines:** 15-17.5%
- **Medical Malpractice:** 10-12%

Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 11/7/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
<input type="checkbox"/> <b>Accept</b> <input type="checkbox"/> <b>Reject</b> <input type="checkbox"/> Accept Option 1 <input type="checkbox"/> Accept Option 2	<b>Cyber Liability</b> Certain underwriters at Lloyd's, London Option 1 - \$1M Limit Option 2 - \$3M Limit
<input type="checkbox"/> <b>Accept</b> <input type="checkbox"/> <b>Reject</b>	<b>TRIA - Cyber Liability</b>

### Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

### Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: \_\_\_\_\_  
Print Name (Specify Title)

\_\_\_\_\_  
County

\_\_\_\_\_  
Signature

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

# CIRMA SABOTAGE & TERRORISM COVERAGE PROPOSAL

## **Kendall County**

807 W. John Street, 2nd Floor

Yorkville, IL 60560

Effective Date: December 01,2025

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# Proposal Summary

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions.

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

- Sabotage and Terrorism Including Liability Insurance

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules.

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

## **To Bind Coverage:**

Please refer to the attachment document titled, "***Client Authorization to Bind Coverage***":

- Note any changes you desire to be made
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- Return prior to the effective date of coverage

**Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.**

Sincerely,

*Brianna Riske*

Brianna Riske  
Client Service Manager

Enclosure



## Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
<b>Rich Stokluska</b> Area Executive Vice President	Producer	<a href="mailto:Rich_Stokluska@ajg.com">Rich_Stokluska@ajg.com</a>	(630) 285 4012 (p)
<b>Brianna Riske</b> Client Service Manager	Client Service Manager	<a href="mailto:Brianna_Riske@ajg.com">Brianna_Riske@ajg.com</a>	(630) 647 3035 (p)
<b>Timothy Corr, CLCS</b> Account Executive	Account Executive	<a href="mailto:Tim_Corr@ajg.com">Tim_Corr@ajg.com</a>	(630) 694 5230 (p)

## Premium Summary

The estimated program cost for the options are outlined in the following table:

Line of Coverage		Expiring	Renewal Option
		N/A	Ark syndicate 4020 and Apollo syndicate 1969 via AJG Vehicle B (Manhattan +) on behalf of various insurers in Lloyds
<b>Sabotage and Terrorism</b>	Premium <b>Estimated Cost*</b>	N/A <b>N/A</b>	\$10,000.00 <b>\$10,354.00</b>
<b>Total Cost</b>		<b>N/A</b>	<b>\$10,354.00</b>

\*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage: Sabotage and Terrorism Including Liability Insurance, Equipment Breakdown Public Officials Liability, Law Enforcement Liability, Business Auto, Crime, Equipment Floater - Inland Marine, General Liability, Other Liability, Property, Workers' Compensation, Excess Crime, Excess Liability, Excess Property, Excess Workers Compensation.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Where permitted by law, Gallagher may assess a \$100 Agency Bill Administration Fee on all new and renewal policy placements where Gallagher is responsible for collecting client premium and remitting payment to insurance carriers and other third parties. In connection with such billing obligations, Gallagher assumes additional administrative, financial and compliance obligations that introduce significant risks to Gallagher's business. Should you change to direct bill, where available, or premium finance the transaction, you will not incur the Agency Bill Administration Fee.

## Named Insured

Named Insured	Sabotage and Terrorism Including Liability Insurance
Kendall County	X

**Note:** Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

## Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost-effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Sabotage and Terrorism Including Liability Insurance	Ark syndicate 4020 and Apollo syndicate 1969 via AJG Vehicle B (Manhattan +) on behalf of various insurers in Lloyds (A XV)	Quoted	Non-Admitted

\*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\*\*Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from AM Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. AM Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of AM Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

\*\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

# Coverage Highlights

## Sabotage and Terrorism Including Liability Insurance

	Recommended Quote
Policy Term	12/01/2025 - 12/01/2026
Carrier Information	Ark syndicate 4020 and Apollo syndicate 1969 via AJG Vehicle B (Manhattan +) on behalf of various insurers in Lloyds
Payment Plan	Annual
Payment Method	Agency
<b>Premium &amp; Exposures</b>	
Sabotage and Terrorism Including Liability Insurance Premium	\$10,000.00
Surplus Line Tax	\$350.00
Surplus Lines Taxes & Fees	\$4.00
<b>Estimated Cost</b>	<b>\$10,354.00</b>
<b>Core Sabotage and Terrorism Including Liability Insurance Coverage</b>	
Section C – Damage, Financial Loss and Liability combined:	
Limit	\$50,000,000 any one occurrence for damage and financial loss combined. Sub-limited to \$1,000,000 any one occurrence and in the annual aggregate in respect of liability during the period of insurance. All sub-limits are included within the overall limit of liability, not in addition to. However, the overall limit of liability is inclusive of any day one uplifts contained in the associated policy.
Excess	\$10,000 any one occurrence for damage, financial loss and liability combined.
<b>Endorsements including but not limited to:</b>	
Brand Rehabilitation	
Claims Preparation	
Seepage Contamination and Pollution/Clean up	
<b>Exclusions including but not limited to:</b>	
Excluding Active Assailant	
Attraction Properties	
Nuclear	
<b>Other Significant Terms and Conditions / Restrictions</b>	
Total Declared Values: Damage \$191,127,313 Financial Loss \$2,000,000 Total - \$193,127,313	
<b>Binding Requirements</b>	
Subject To: Confirmation of No Known or Reported Losses, Threats or Hoaxes in the last 5 years, at the time of binding. / confirmation of no known or reported losses, threats of incidents in the last 5 years, at time of binding.	

## Claims Reporting By Policy

**Immediately report all claims.** Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

### Reporting Direct to Carrier [Only When Applicable]

Coverage(s): Sabotage and Terrorism Including Liability Insurance	Immediately report claims directly to:
<b>Insurer:</b> Ark syndicate 4020 and Apollo syndicate 1969 via AJG Vehicle B (Manhattan +) on behalf of various insurers in Lloyds  <b>Policy Term:</b> 12/01/2025 - 12/01/2026	Insurer: Ark syndicate 4020 and Apollo syndicate 1969 via AJG Vehicle B (Manhattan +) on behalf of various insurers in Lloyds Phone: 402-514-6100 Email: <a href="mailto:claims@mccordclaims.com">claims@mccordclaims.com</a> Web: <a href="https://www.intlxs.com/">https://www.intlxs.com/</a>

### Reporting to Gallagher or Assistance in Reporting

Coverage(s): Sabotage and Terrorism Including Liability Insurance	Immediately report claims directly to:
<b>Gallagher Claim Center</b>  <b>Policy Term:</b> 12/01/2025 - 12/01/2026	Phone: 855-497-0578 Fax: 225-663-3224 Email: <a href="mailto:ggb.nrcclaimscenter@ajg.com">ggb.nrcclaimscenter@ajg.com</a>

## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

### Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, Exclusions including but not limited to:, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

### Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

### TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.

### Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

## **Terms and Conditions**

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these “Terms”) govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the “CAB”) included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

## **Services**

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher’s assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Gallagher is not required to provide Services to you if Gallagher reasonably considers that to do so would put Gallagher in breach of, or would expose Gallagher or its affiliates to fines, penalties or sanctions under any laws, regulations, professional rules or, in Gallagher’s sole opinion, you have breached a term/the terms of the Policies. In such circumstances, Gallagher will be entitled to terminate its Services with immediate effect. In the event that Gallagher exercises its right to terminate its Services with immediate effect, Gallagher will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Please be aware that Gallagher is generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran, including due to significant difficulties in processing payments and other commercial and reputational considerations.

## **Treatment of Information**

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information (including transfers outside the United States in compliance with applicable laws) to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law. The parties agree that confidential information does not include aggregate, anonymized or de-identified data. In addition, we may also utilize your aggregated, anonymized, or de-identified information in connection with benchmarking, risk modeling and other data analytics, service or product improvements, and offerings, and similar business purposes. You further agree we may use your information with artificial intelligence or other automated applications for the purposes of improving or delivering our services to you.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects’ rights, as applicable. To the extent applicable under associated data protection laws, you are a “business” or “controller” and Gallagher is a “service provider” or “data processor.” You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher’s Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

## Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

- A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.
- B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.
- C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

## Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

## Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

## Compensation Disclosure Schedule

**Client Name:** Counties of Illinois Risk Management Agency (CIRMA)

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, Or Intermediary Name <sup>1</sup>	Est. Annual Premium <sup>2</sup>	Gallagher U.S. Owned Wholesaler, MGA, Or Intermediary % And/or Fee
Sabotage and Terrorism Including Liability Insurance	Ark syndicate 4020 and Apollo syndicate 1969 via AJG Vehicle B (Manhattan +) on behalf of various insurers in Lloyds	Arthur J. Gallagher (UK) Ltd.	\$10,000.00	12.5%

<sup>1</sup> We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

<sup>2</sup> If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

**Note:** When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- **Accident & Health:** 15-25%
- **Aviation:** 14-15%
- **Contract Bonds:** 20-30%
- **All Other Bonds/Surety:** 30-35%
- **Builders Risk:** 15-18%
- **Property:** 15-22%
- **Inland Marine:** 20-22.5%
- **Ocean Marine:** 15-17.5%
- **Casualty:** 14-15%
- **Commercial Auto:** 12.5-15%
- **Package / Business Owners Package:** 15-16.8%
- **Workers Compensation:** 8-11%
- **All Other Commercial:** 10-20%
- **Executive/Professional Lines:** 15-17.5%
- **Medical Malpractice:** 10-12%

Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 11/17/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	<i>Coverage/Carrier</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<p><b>Sabotage and Terrorism Including Liability Insurance</b></p> <p>Ark syndicate 4020 and Apollo syndicate 1969 via AJG Vehicle B (Manhattan +) on behalf of various insurers in Lloyds</p>

### Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

### Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: \_\_\_\_\_  
Print Name (Specify Title)

\_\_\_\_\_  
County

\_\_\_\_\_  
Signature

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



# Kendall County Agenda Briefing

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**Meeting Type:** Committee of the Whole  
**Meeting Date:** 11/13/2025  
**Subject:** Commuter Rail Study Grant Agreement  
**Prepared by:** Christina Burns, County Administrator  
**Department:** Administration

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**Action Requested:**

Discussion and Forward to County Board for Approval of an Agreement with IDOT for Commuter Rail Study Grant (NEPA Phase 2 and Alternatives Analysis).

**Board/Committee Review:**

NA

**Fiscal impact:**

The study is fully funded by federal and state grants, for which Kendall County serves as the pass-through agency. The grants total \$6,000,000.

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**Background and Discussion:**

Several Kendall County municipalities have been exploring extending commuter rail to Kendall County since the early 2000s. The most recent study, completed in 2021, evaluated commuter rail services, extension length and feasibility. The study demonstrated that commuter rail was feasible for services from Kendall County to Chicago. The Villages of Montgomery and Oswego, and the United City of Yorkville sought to complete the next phase of the study, which includes a review of environmental impacts and alternative methods of delivering commuter rail. The County received \$4.8 million from the Federal Transportation Administration and \$1.2 million in matching funds from the State of Illinois to fund the next phase of the project. Because the study involves multiple municipalities, it made sense for the County to be the grant recipient. No additional County funds will be used for the project, and the project is largely being supported by staff from the municipalities involved.

**Staff Recommendation:**

Authorization to execute an agreement with the Illinois Department of Transportation for Kendall County Commuter Rail Extension Planning and Analysis.

**Attachments:**

IDOT Grant Agreement



**Illinois Department of Transportation**

**Bucksheet**

Reset Form

Under \$250,000     Over \$250,000

Priority

**Normal**

Office: Intermodal Project Implementation    District / CO:    Bureau: Transit

File Subject: Agreements    Amount Range: 6,000,000

**Secretary Explanation**

Subject: Execute subrecipient agreement between the State of Illinois and Kendall County

Project in Relation to: Kendall County Commuter Rail Extension Planning and Analysis

Description of Action: Please sign this grant agreement for federal and state funding to support planning and analysis for of the Kendall County Commuter Rail Extension.

DBE Goal: None     IL Works     Capitol/Stimulus     Notary Required  
 FY Deadline    Fiscal Year Date: 10/31/2025

Consultant Name/Contractor: N/A    Letting Date:

County: Kendall    District:    Job Number:    PTB-Item:

Amount of Agreement: \$6,000,000.00    Route: N/A

Section: N/A    Phase: N/A    Contract Number: N/A    Agreement Number: CAP-24-1276-FED

State Dollars: 1200000.00000000    Federal Dollars: 4800000.00000000    Local Dollars:    Total Dollars: \$6,000,000.00

Source of State Fund: Multi-Modal Transportation Bond Fund    % Reimburse from Feds: 80%

Remarks: The Grantee was awarded \$4,800,000 in Congressionally Directed Spending (CDS) in the Consolidated Appropriations Act, 2023 (Public Law 117-328) Division L, Title I, Highway Infrastructure Programs, and \$1,200,000 in Rebuild Illinois Multi-Modal Bond Fund for "costs associated with the Kendall County Metra Rail Extension." The funding will be used to complete Kendall County Commuter Rail Extension planning and analysis.

**IDOT FEDERAL UNIFORM GRANT AGREEMENT****BETWEEN**

**THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION  
AND  
COUNTY OF KENDALL**

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

**PART ONE - THE UNIFORM TERMS  
RECITALS**

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

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

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

1.1. UEI Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that ES1SZWN9N5 is Grantee's correct UEI, if applicable; Grantee has an active SAM registration; and 366006598 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a **Governmental Unit**.

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

1.2. Amount of Agreement. Grant Funds (check one)  shall not exceed or  are estimated to be \$6,000,000.00, of which \$4,800,000.00 are Federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers: If applicable, the Federal Award Identification Number (FAIN) is IL-2025-030-00

, the federal awarding agency is Federal Transit Administration

, and the Federal Award date is 09/08/2025

If applicable, the Federal Assistance Listing Program Title is Community Project Funding/Congressionally Directed Spending

and the Assistance Listing Number is 20.205. The State Program Title is Multi-Modal Transportation Bond Fund (959-49480-4900-1200). Award is identified as R&D, as defined by 2 CFR 200.1 "Research and Development (R&D)". N/A

1.4. Term. This Agreement shall be effective on 09/08/2025 and shall expire on 03/31/2029 (the "Term"), unless terminated pursuant to this Agreement. The Subaward Budget shall be effective for the same term, unless another term is specifically authorized by the Grantor in **Exhibit C**.

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

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives (evidence of authority shall be supplied no later than the issuance of grant).

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

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

**Illinois Department of Transportation**

**County of Kendall**

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

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

**By:** \_\_\_\_\_  
Signature of First Other Approver, if Applicable  
**Date:** \_\_\_\_\_  
Printed Name: Jason Osborn  
Printed Title: Director, OIPI

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

**By:** \_\_\_\_\_  
Signature of Second Other Approver, if Applicable  
**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

**By:** \_\_\_\_\_  
Signature of Third Other Approver, if Applicable  
**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

**By:** \_\_\_\_\_  
Signature of Fourth Other Approver, if Applicable  
**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

**ARTICLE II**  
**REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200") and are incorporated herein by reference. The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement.

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

### ARTICLE III DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV PAYMENT

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

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

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

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305.

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

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(a) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10),(b)(11).

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

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, that the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 2 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812;).

## **ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

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

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

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

## ARTICLE VI BUDGET

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

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

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

## ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election if the grantee is going to charge indirect costs to the grant.

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

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

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

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

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

(d) A Grantee who does not have a current negotiated rate may elect to charge a de minimis rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state-and-federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9), Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

i. The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

ii. If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit F** of the requirement to submit Personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

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

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

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

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

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

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

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

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

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

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

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

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 500/50-65).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

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

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

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

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

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

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

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

(s) **Federal Funding Accountability and Transparency Act of 2006.** For Federally funded awards, Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

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

## **ARTICLE IX CRIMINAL DISCLOSURE**

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal, or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200.

## **ARTICLE X UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees, and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*);
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*); and

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

## **ARTICLE XI LOBBYING**

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

11.2. Federal Form LLL. If any funds, other than Federally appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Subawards. Grantee must include the language of the **ARTICLE XI** in the Award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.5. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. Records Retention. Grantee shall maintain for six (6) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, or **PART TWO** or **PART THREE**. If any litigation, claim, or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and applicable performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents, and information relevant to the Award. Grantor may make site visits as warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

## **ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file financial reports at the frequency required by Grantor, intervals should be no less frequently than annually nor more frequently than quarterly except in unusual circumstances, describing the expenditure(s) of the funds related thereto. More frequent reporting may be required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit F**. Failure to submit the required financial reports may cause a delay or suspension of funding. 200.328(b).

### 13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

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

## **ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported, at the frequency required by the Grantor. Intervals should be no less frequently than annually nor more frequently than quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit F**. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit F**. Pursuant to 2 CFR 200.329 and periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the reporting period; (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate; and additional information analysis, and explanation of any cost overruns or higher-than-expected units cost. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory,

regulatory, and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit E**, 2 CFR 200.301; 200.210.

## ARTICLE XV AUDIT REQUIREMENTS

15.1. Audit. In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expend at least \$1,000,000.00 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The Grantor is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the Grantor. It is the responsibility of Grantees expending the Federal funds to comply with the requirements and determine whether Grantee is required to have a single audit performed. In order to comply with the requirements, Grantee must provide the following information to Grantor on an annual basis for every year in which Grantee expended funds for costs associated with this project.

1. If Grantee expended at least \$1,000,000.00 in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200 and submit a copy of the report to Grantor within the earlier of 30 days after completion of the single audit or no more than nine months after the end of Grantee's fiscal year end.
2. If Grantee expended less \$1,000,000.00 in Federal awards from all sources, including other agencies, in any fiscal year for which Grantee expended funds for project costs, and were not required to conduct a single audit, Grantee must complete and return the certification statement.
3. If Grantee received multiple awards from Grantor, only one annual submittal of this information is required. Grantee shall submit a copy of its Single Audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation  
Financial Review & Investigation Section, Rm 126  
2300 South Dirksen Parkway  
Springfield, IL 62764  
[DOT.AuditReview@illinois.gov](mailto:DOT.AuditReview@illinois.gov)

The single audit must be comprised of four parts. Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.

4. Independent Auditor's report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which shall be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

Grantee may also submit the information via email to: [DOT.AuditReview@illinois.gov](mailto:DOT.AuditReview@illinois.gov) or via fax at 217/782-5634. For any questions, Grantee is advised to use the following contact information: Audit Coordination Section at 217/782-6041.

15.2. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing Standards or Generally Accepted Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

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

## **ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE**

### 16.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

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

- i. Pursuant to a funding failure under Paragraph 4.1;
- ii. If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award;

iii. If the Award no longer effectuates the program goals or agency priorities, and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO** or **PART THREE**; or

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

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

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342.

16.5. Effects of Suspension and Termination.

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

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

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

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

ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post termination requirements of this Agreement. 2 CFR 200.340(d).

## **ARTICLE XVII SUB-CONTRACTS/ SUB-AWARDS**

17.1. Sub-Contracting/Sub-recipients/Delegation. Grantee may not subcontract nor issue a sub-award for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. Grantee must follow all applicable requirements set forth in 2 CFR 25.332.

17.2. Application of Terms. If Grantee enters into a sub-award Agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the sub-award Agreement. The terms of this Agreement shall apply to all sub-awards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345.

## **ARTICLE XVIII NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), UEI, SAM registration status, Related Parties, or address. If the change anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

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

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

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

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

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

**ARTICLE XX**  
**CONFLICT OF INTEREST**

20.1. Required Disclosures. Grantee shall immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112.

20.2. Prohibited Payments. Payments made by Grantor under this Agreement shall not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$142,740. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1 under *Section 1 of Article VII of the Illinois Constitution [Ill. Const. (1970) Art. VII, § 1]* and includes school districts.

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

**ARTICLE XXI**  
**EQUIPMENT OR PROPERTY**

21.1 Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

21.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds shall not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D and the Illinois State Property Control Act, 30 ILCS 605. Any real property acquired or improved using Grant Funds shall comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Illinois state Property Control Act. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award use, and disposition conditions apply to the property.

21.3. Equipment and Procurement. Grantee shall comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property, and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

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

21.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, the Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

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

22.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use that Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

22.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

### ARTICLE XXIII INSURANCE

23.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

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

### ARTICLE XXIV LAWSUITS AND INDEMNIFICATION

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

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

### ARTICLE XXV MISCELLANEOUS

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

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

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

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

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

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

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

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

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

25.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.11 Precedence.

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

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

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

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

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

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

25.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) audit requirements established in ARTICLE XV; (d) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (e) records related requirements.

25.17. Code of Conduct.

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

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

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

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

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

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

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

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

**EXHIBIT A**

**PROJECT DESCRIPTION**

The Grantee agrees to undertake and complete the Project for the amounts set forth in the approved Uniform Budget, a copy of which is attached hereto, and in accordance with the requirements of this Agreement and all applicable laws. The Project is generally described as:

The Grantee was awarded \$4,800,000 in Congressionally Directed Spending (CDS) in the Consolidated Appropriations Act, 2023 (Public Law 117-328) Division L, Title I, Highway Infrastructure Programs, and \$1,200,000 in Rebuild Illinois Multi-Modal Bond Fund for "costs associated with the Kendall County Metra Rail Extension." The funding will be used to complete Kendall County Commuter Rail Extension planning and analysis.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

The Grantee will follow and comply with all applicable Federal Transit Administration (FTA) circulars (current versions). The Grantee will follow and comply with all requirements in the Illinois Department of Transportation (IDOT) Transit Grants and Procurement Handbook (current version).

**EXHIBIT C****PAYMENT**

Grantee shall receive \$6,000,000.00 under this Agreement.

Enter specific terms of payment here:

A. Requests for payment by the Grantee. The Grantee must submit written requisitions for reimbursement of the State share of eligible costs, and the Grantor will honor any properly submitted requests in the manner set forth in this Exhibit C. In order to receive grant payments pursuant to this Agreement, the Grantee must:

- (1) complete, execute and submit to the Grantor requisition forms supplied by the Department in accordance with the instructions contained therein;
- (2) submit to the Grantor an explanation of the purposes for which costs have been incurred to date are or are reasonably expected to be incurred within the requisition period (not more than 30 days after the date of submission or as otherwise authorized by the Grantor), and vouchers, invoices, or other documentation satisfactory to the Department to substantiate these costs;
- (3) where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with the Grantor payments and any applicable federal payments, to cover all costs to be incurred through the end of the requisition period;
- (4) have submitted all financial and progress reports currently required by the Grantor; and
- (5) have received approval by the Grantor for all budget revisions required to cover all costs to be incurred through the end of the requisition period.

B. Payment by the Grantor. Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of a completed requisition form and the accompanying information in a form acceptable to the Grantor, the Grantor shall process the requisition, provided the Grantee is complying with its obligations pursuant to this Agreement, has satisfied the Grantor of its need for the State funds requested during the requisition period, and is making progress, satisfactory to the Grantor, towards the timely completion of the Project. If all of these circumstances are found to exist, the Grantor shall reimburse apparent allowable costs incurred by the Grantee or reasonably expected to be incurred during the requisition period, from time to time, but not in excess of the maximum amount of the State share as shown in the approved Uniform Budget. Requisitions shall be submitted monthly or more frequently as agreed to by the Department

C. Final determination of cost eligibility. Reimbursement of any cost pursuant to this Exhibit C shall not constitute a final determination by the Grantor of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Grantor will make a final determination as to the allowability only after a final audit of the Project has been conducted.

D. Ineligibility of Grantee. In the event that the Grantor determines that the Grantee is not currently eligible to receive any or all of the State funds requested, it shall promptly notify the Grantee, stating the reasons for such determination.

E. Disallowed Costs. In determining the amount of the Grant, the Grantor will exclude: (i) all Project costs incurred by the Grantee prior to the date of this Agreement, or other date specifically authorized by the Grantor, whichever is earlier; (ii) costs incurred by the Grantee which are not provided for in the latest approved Uniform Budget for the Project; and (iii) except as otherwise provided in Grantor guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing

by the Grantor. Costs of construction performed by employees of the Grantee will also be disallowed as eligible Project costs unless the use of such employees is specifically approved in advance by the Grantor.

Funding Breakdown:

FTA (IL-2025-030): \$4,800,000

Rebuild Illinois Multi-Modal Bond Fund: \$1,200,000

**EXHIBIT D**

**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

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

**GRANTOR CONTACT**

Name Karen Rogulja

Title Bureau Chief

Address 69 W. Washington, Chicago, IL 60602

Phone (312) 793-1460

TTY N/A

Fax N/A

E-mail Karen.Rogulja@illinois.gov

**GRANTEE CONTACT**

Name Christina Burns

Title County Administrator

Address 807 W John Street, Yorkville, Illinois 60560

Phone (630) 553-4142

TTY N/A

Fax N/A

E-mail cburns@kendallcountyil.gov

**EXHIBIT E**

**PERFORMANCE MEASURES AND STANDARDS**

The Grantee shall:

1. Submit accurate and timely reports, as required by this Agreement, or the Illinois Compiled Statutes.
2. Promptly respond to inquiries by the Grantor or Grantor consultants and/or vendors.
3. The Grantee shall provide adequate notice to the Grantor when an FTA triennial review, Procurement System Review (PSR), or Full Scope Financial Management System Review (FMSR) of the Grantee or its subrecipients has been scheduled and will allow Grantor to attend any and all sessions of any scheduled review. Within thirty (30) days of issuance of the final report resulting from any of the reviews listed in this section, the Grantee will provide a copy of the final report to the Grantor.
4. The Grantee agrees to give full opportunity for free, open and competitive bidding for each contract to be let by the Grantee calling for the construction or furnishing of any materials, supplies or equipment to be paid for with Project Funds, and the Grantee shall give such publicity in its advertisements or calls for bids for each subcontract, as will provide for adequate competition.

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

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

**FEDERAL PROVISIONS**

The Grantee shall comply with the following terms and conditions and shall include the following clauses, as applicable, in all contracts with contractors, and will require that its contractors include the following clauses in all subcontracts with subcontractors at each tier.

**NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Grantee acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and does not and shall not have any obligations or liabilities to the Grantee, its subrecipients, or any other entity or person (whether or not a party to that contract).

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS****A. Civil Fraud**

- a. The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project.
- b. By executing of the underlying contract, the Grantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the Federal Government deems appropriate.
- c. The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, penalties under 18 U.S.C. § 1001 will be imposed by the Government as authorized under 49 U.S.C. § 5323, to the extent the Federal Government deems appropriate.

**B. Criminal Fraud.** The Grantee acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Grantee provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

**FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS.**

- A. Transactions Prohibited.** The Recipient agrees that, prior to entering into any Third-party Agreement with any Contractor, the Recipient will obtain certification of the following from the Contractor:
  - a. Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
  - c. If the Contractor cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any

Third-Party Agreement with the Contractor without FTA's written approval.

d. Contractor agrees to require all Third-party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

#### ACCESS TO THIRD PARTY CONTRACT RECORDS

A. The Grantee agrees to require, and assures that each of its Subrecipients will require, its Third Party Contractors at each tier to provide:

a. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third party contract records (at any tier) as required under 49 U.S.C. § 5325(g); and

b. Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.

#### CHANGES TO FEDERAL REQUIREMENTS

A. The Grantee agrees that changed circumstances may occur that may impact the Grantee's ability to comply with the terms and conditions of the Underlying Agreement.

a. Types of Changes. Certain circumstances can cause significant changes in performance of a Project or related activities or adversely affect the Grantee's ability to carry out its Underlying Agreement, such as:

i. A change in federal requirements or guidance;

ii. A change in state, territorial, local, or tribal requirements;

iii. A change in the Grantee's circumstances, including:

1. Its legal, financial, technical, or managerial capacity;

2. Its continuing control of Project property; or

3. Another similar situation; and

iv. Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or knowledge that the Grantee's principal, official, employee, agent, or a Third Party Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Grantee or any Third Party Participant; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.

b. Notice. In the circumstances described above, the Grantee agrees to provide immediate written notice to the Grantor.

#### COMPLIANCE WITH FEDERAL REQUIREMENTS

A. Applicable federal requirements and guidance may be modified from time to time, and will apply to the Grantee, except as FTA determines otherwise in writing.

B. The Grantee agrees that FTA is expressly authorized to conduct oversight of its compliance with federal requirements for safety and security, procurement (including Buy America requirements), management, and finance.

C. General. Grantee will comply with applicable federal requirements, and follow applicable federal guidance.

Compliance with Federal Law and Terms Conditions. - The order entered on June 19, 2025, in California v. U.S. Dep't of Transp., No. 1:25 cv 208 (D.R.I. filed May 13, 2025), prohibits the imposition and enforcement of the Immigration Condition on federal funding as to any Plaintiff State, which includes Illinois, and any subdivision or instrumentality thereof. Submission of any grant applications or awarding of grant funds is not to be construed as a certification to the Immigration Condition nor should it be construed as a waiver of any right by the Illinois

Department of Transportation. Therefore, the Immigration Condition is not enforceable upon the Grantee for the receipt and expenditure of these grant funds.

There is on-going litigation regarding many of the Executive Orders issued in 2025, including court orders enjoining the use of the Executive Orders as grant conditions and the Executive Orders' enforcement. Many of the Executive Orders and conditions are vague and use undefined terminology. To the best of its understanding, the Department complies with federal laws applicable to the grant program, and its use of grant funds and performance of grantee obligations complies with lawful grant conditions and conditions not subject to litigation. The Department has not and cannot certify that compliance with the 2025 Executive Orders is material to any payment decisions for the purposes of False Claims Act liability and understands the Grantee may not make such certifications. Notwithstanding, the Grantee shall not operate any discriminatory or illegal programs.

### THIRD-PARTY CONTRACT CHANGES

After approval thereof by the Grantor, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Grantor guidelines, unless such change or modification is specifically approved in writing by the Grantor.

### CIVIL RIGHTS

A. The Grantee agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Grantee or a federal program, including the Indian Tribe Grantee or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

B. Nondiscrimination in Federal Public Transportation Programs. The Grantee agrees to, and assures that it and each Third Party Participant will:

- a. Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.
- b. Prohibit the:
  - i. Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
  - ii. Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or
  - iii. Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
- c. Follow:
  - i. The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but
  - ii. FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

C. Nondiscrimination - Title VI of the Civil Rights Act. The Grantee agrees to, and assures that each Third Party Participant will:

- a. Prohibit discrimination based on race, color, or national origin,
- b. Comply with:
  - i. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;
  - ii. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and
  - iii. Federal transit law, specifically 49 U.S.C. § 5332; and
- c. Follow:

- i. The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance;
- ii. U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and
- iii. All other applicable federal guidance that may be issued.

D. Equal Employment Opportunity.

- a. Federal Requirements and Guidance. The Grantee agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin, and:
  - i. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
  - ii. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
  - iii. Comply with federal transit law, specifically 49 U.S.C. § 5332;
  - iv. FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and
  - v. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

E. Nondiscrimination on the Basis of Sex. The Grantee agrees to, and assures that each Third Party Participant will, comply with federal prohibitions against discrimination based on sex, including:

- a. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et seq.;
- b. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25; and
- c. Federal transit law, specifically 49 U.S.C. § 5332.

F. Nondiscrimination on the Basis of Age. The Grantee agrees to, and assures that each Third Party Participant will, comply with federal prohibitions against discrimination based on age, including:

- a. The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 - 634, which prohibits discrimination based on age;
- b. U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625;
- c. The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects, and related activities receiving federal assistance;
- d. U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90; and
- e. Federal transit law, specifically 49 U.S.C. § 5332.

G. Nondiscrimination on the Basis of Disability. The Grantee agrees to, and assures that each Third Party Participant will, comply with the following federal prohibitions against discrimination based on disability:

- a. Federal laws, including:
  - i. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
  - ii. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
    - 1. For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
    - 2. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"
  - iii. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
  - iv. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
  - v. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- b. Federal regulations and guidance, including:

- i. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- ii. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- iii. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- iv. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;
- v. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- vi. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- vii. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- viii. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;
- ix. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;
- x. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- xi. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- xii. Other applicable federal civil rights and nondiscrimination regulations and guidance.

H. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Grantee agrees to comply with the confidentiality and civil rights protections of:

- a. The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq.;
- b. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq.; and
- c. The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd- 290dd-2.

I. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Grantee agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.

J. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, and requirements, and failure to follow guidance may be enforced as provided in those federal laws, regulations, requirements, or guidance.

K. Promoting Free Speech and Religious Liberty. The Grantee shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

#### DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. To the extent authorized by applicable federal laws, regulations, or requirements, the Grantee agrees to facilitate, and assure that each Third Party Participant will facilitate participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:

- a. Statutory and Regulatory Requirements. The Grantee agrees to comply with:
  - i. Section 11 IOI(e) of IIJA;
  - ii. U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and
  - iii. Federal transit law, specifically 49 U.S.C. § 5332.
- b. DBE Program Requirements. A Grantee that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program that

is approved by FTA and meets the requirements of 49 CFR Part 26.

c. Special Requirements for a Transit Vehicle Manufacturer (TVM). The Grantee agrees that:

- i. TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR Part 26; and
  - ii. Reporting TVM Awards. Within 30 days of any third party contract award for a transit vehicle purchase, the Grantee must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract using the Transit Vehicle Award Reporting Form on FTA's website. The Grantee must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.
  - iii. The Grantee agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
    1. The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;
    2. The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;
    3. Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(ii) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and
    4. The following remedies, or such other remedy as the Grantee deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.
- d. Remedies. Upon notification to the Grantee of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801, et seq.

## PATENT RIGHTS

A. The Recipient agrees that: (1) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery; (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Underlying Agreement; or (3) When a patent is issued or patented information becomes available, the Recipient will notify FTA immediately and provide a detailed report satisfactory to FTA.

## FTA REQUIRED TERMS AND CONDITIONS

Required Clauses in Third Party Contracts. In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all third party contracts made by the Grantee under the Federal award must contain provisions covering the following, as applicable:

### A. Procurement

a. Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317-200.327. The

simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000.49 U.S.C. § 53230)(13.)

b. Termination. All contracts in excess of \$10,000 must address termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for settlement.

c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, "Equal Employment Opportunity," 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964--1965 Comp., p. 339), as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," (32 Fed. Reg. 14,303) and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

B. Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- i. Complies with federal debarment and suspension requirements; and
- ii. Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

C. Solid Wastes. A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## CARGO PREFERENCE

Cargo Preference-Use of United States-Flag Vessels. At least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference - U.S. Flag Vessels," 46 CFR Part 381. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

## FLY AMERICA

The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices

Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131-301-10.143.

#### PROMPT PAYMENT

- A. The Grantee must establish, as part of their DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Grantee makes to the prime contractor.
- B. The Grantee must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. The Grantee must use one of the following methods to comply with this requirement:
- The Grantee may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
  - The Grantee may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.
  - The Grantee may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after Grantee payment to the prime contractor.
- C. For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Grantee. When a Grantee has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
- D. The Grantee's DBE program must include the mechanisms the Grantee will use for proactive monitoring and oversight of a prime contractor's compliance with subcontractor prompt payment and return of retainage requirements in this part. Reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism.
- E. The Grantee's DBE program must provide appropriate means to enforce the requirements of this section. These means must be described in the Grantee's DBE program and should include appropriate penalties for failure to comply, the terms and conditions of which the Grantee set. The Grantee's program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with the Grantee's prior written approval.
- F. Prompt payment and return of retainage requirements in this part also apply to all lower-tier subcontractors.
- G. The Grantee may also establish, as part of the Grantee's DBE program, any of the following additional mechanisms to ensure prompt payment:
- A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Grantee may specify the nature of such mechanisms.
  - A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
  - Other mechanisms, consistent with 49 CFR 26.29 and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

**ENERGY CONSERVATION**

The Grantee agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C.

**SAFE OPERATION OF MOTOR VEHICLES**

A. Seat Belt Use. The Grantee agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- a. Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
- b. Including a "Seat Belt Use" provision in each third party agreement related to the Award.

B. Distracted Driving, Including Text Messaging While Driving. The Grantee agrees to comply with:

- a. Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
- b. U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and
- c. The following U.S. DOT Special Provision pertaining to Distracted Driving:
  - i. Safety. The Grantee agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Grantee owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
  - ii. Grantee Size. The Grantee agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
  - iii. Extension of Provision. The Grantee agrees to include the preceding two provisions of this section in its third party agreements, and encourage its Third Party Participants to comply with these provisions, and include these provisions in each third party subagreement at each tier supported with federal assistance.

**SPECIAL NOTIFICATION REQUIREMENTS**

A. Types of Information. To the extent required under federal law, the Grantee agrees to provide the following information about federal assistance awarded for its Project, or related activities:

- a. The Identification of FTA as the federal agency providing the federal assistance for the Project;
- b. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for the Project is authorized; and
- c. The amount of federal assistance FTA has provided for the Project.

B. Documents. The Grantee agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT**

A. Grantees and subrecipients are prohibited from obligating or expending grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system,

or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

#### ASSIGNABILITY

Federal Laws, Regulations, Requirements, and Guidance. The Grantee agrees:

- a. To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;
- b. To comply with the applicable U.S. DOT Common Rules; and
- c. To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

#### PROTECTION OF SENSITIVE SECURITY INFORMATION

To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b), with implementing "Protection of Sensitive Security Information", 49 CFR Part 15, with 49 U.S.C. § 114(r) and "Protection of Sensitive Security Information", 49 CFR Part 1520, and any other implementing regulations, requirements or guidelines that the federal government may issue.

#### TRAFFICKING OF PERSONS

To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. § 7104(g), and with "Trafficking Persons: Grants and Cooperative Agreements", 2 CFR Part 175.

The following provisions must be included in all third-party contracts or subawards pursuant to this agreement and exceeding the current FTA micro-purchase threshold (\$10,000):

#### TERMINATIONS

A. Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:

- a. The Grantee has failed to make reasonable progress implementing the Award;
- b. The Federal Government determines that continuing to provide federal assistance to support the Award does

not adequately serve the purposes of the law authorizing the Award; or

c. The Grantee has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.

B. Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Grantee to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.

C. Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

D. Uniform Administrative Requirements. These termination rights are in addition to and in no way limit the Federal Government's rights to terminate described in 2 CFR § 200.340.

## RECYCLED PRODUCTS

To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 45 CFR Part 74.16 codified at 42 U.S.C. § 6962.

The following provisions must be included in all third-party contracts or subawards pursuant to this agreement and exceeding \$25,000:

## DEBARMENT AND SUSPENSION

A. Debarment and Suspension. The Grantee agrees to the following:

a. It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

b. It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Third Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by-

i. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200;

ii. U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and

iii. Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants.

c. It will review the U.S. GSA "System for Award Management- Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

d. It will ensure that its Third Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.

e. If the Grantee suspends, debar, or takes any similar action against a Third Party Participant or individual, the Grantee will provide immediate written notice to the Grantor.

## DISPUTES, BREACHES, DEFAULTS, AND LITIGATION

A. Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Grantee must promptly notify the Grantor. The Grantee must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

a. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c. Additional Notice to US. DOT Inspector General. The Grantee must promptly notify the Grantor if the Grantee has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Grantee and FT A, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Grantee. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Grantee. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Grantee, including divisions tasked with law enforcement or investigatory functions.

The following provisions must be included in all third-party contracts or subawards pursuant to this agreement and exceeding the Simplified Acquisition Threshold (\$100,000 at the time of agreement):

## LOBBYING RESTRICTIONS

A. The Grantee agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

a. Laws, Regulations, Requirements, and Guidance. This includes:

i. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;

ii. U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and

iii. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

b. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Grantee's or Subrecipient's proper official channels.

B. Required clause in third party contracts. The following clause must be required in all third party contracts executed by the Grantee pursuant to this agreement:

a. Restrictions on Lobbying (31 USC§ 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 49 CFR Part 20. Each tier must certify to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be forwarded from tier to tier up to the non-federal award.

#### NONCONSTRUCTION EMPLOYEE PROTECTION – CONTRACT WORK HOURS & SAFETY STANDARDS ACT

The Grantee agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

The following provisions must be included in all third-party contracts or subawards pursuant to this agreement and exceeding \$150,000:

#### CLEAN AIR

Clean Air Act (42 U.S.C. §§ 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 -7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 - 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### OTHER ENVIRONMENTAL LAWS (INCL. CLEAN WATER)

The Grantee agrees to comply or facilitate compliance, and assures that its Third Party Participants will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act (33 U.S.C 1251-1387), Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

A. disability

The following provisions must be included in all third-party contracts or subawards pursuant to this agreement and exceeding \$250,000:

#### DISPUTES, BREACHES, DEFAULTS, AND LITIGATION

A. FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

B. Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Grantee must promptly notify the Grantor. The Grantee must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

a. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c. Additional Notice to US. DOT Inspector General. The Grantee must promptly notify the Grantor and the Grantor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Grantee is located, if the Grantee has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Grantee and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Grantee. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Grantee. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Grantee, including divisions tasked with law enforcement or investigatory functions.

C. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Grantee may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Grantee receives FTA's prior written concurrence.

D. Enforcement. The Grantee must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

The following provisions must be included in all third-party contracts or subawards for the purchase of rolling stock pursuant to this agreement and exceeding \$250,000:

**CONSTRUCTION EMPLOYEE PROTECTIONS – CONTRACT WORK HOURS & SAFETY STANDARDS ACT**  
Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 -3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### CONSTRUCTION PROJECTS (ONLY):

For contracts for construction or construction services, the following provisions apply, as applicable.

The following provisions must be included in all third-party contracts or subawards pursuant to this agreement:

A. Davis-Bacon Act, as amended (40 USC §§ 3141- 3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the contractor must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 - 3144, and 3146 - 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The contractor must report all suspected or reported violations to the owner.

B. Copeland Anti-Kickback Act. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The contractor must report all suspected or reported violations to the owner.

C. Seismic Safety. The Grantee agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701, et seq., and U.S. DOT regulations, "Seismic Safety," 49 CFR Part 41, specifically, 49 C.F.R. § 41.117.

The following provisions must be included in all third-party contracts or subawards pursuant to this agreement and exceeding \$150,000:

- A. Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Grantee agrees and assures that each of its Subrecipients:
  - a. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third- party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
  - b. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

The following provisions must be included in all third-party contracts or subawards pursuant to this agreement and exceeding \$250,000:

**BONDING**

The Grantee agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:

- a. Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Underlying Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.
- b. Activities Not Involving Construction. For each Project or related activities implementing the Underlying Agreement not involving construction, the Grantee will not impose excessive bonding and will follow FTA guidance.

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

(for federal funding > \$100,000)

I, Christina Burns, County Administrator hereby certify  
 (Name and title of official)

On behalf of  Kendall County  that:  
 (Name of Grantee)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Subrecipient: Kendall County

Type or print name: Christina Burns

Signature of authorized representative \_\_\_\_\_ Date \_\_\_\_\_

State Grant Number: CAP-24-1276-FED

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

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

**Audit**

Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantors authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

**Procurement Procedures**

**Procurement of Goods or Services - Federal Funds** - For purchases of products or services with any Federal funds that cost more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if (2) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.320) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition regulation at 48 C.F.R. Subpart 2.1.

**Reporting.** Grantee agrees to submit to periodic financial and performance reporting on the approved IDOT BoBS 2832 form.

Grantee shall file Exempt BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the \_\_\_\_\_ effective date of the agreement. Exempt reports must be submitted no later than 30 calendar days following the period covered by the report.

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

The Grantee must submit the following other required reports: Please specify in addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

Not applicable. BoBS 2832 expenditure reporting is not required for this grant agreement.

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

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

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

None Identified.

### Annual Certification of Audit Type

1. Do not submit this Certification to the Department with your signed contract.
2. This form must be submitted, by the award recipient, yearly, within 60 days of the award recipient's fiscal year end, for the entire length of the contract.
3. You will submit this form to: [DOT.AuditReview@illinois.gov](mailto:DOT.AuditReview@illinois.gov) within 60 days of your fiscal year end.

**The Illinois Department of Transportation (IDOT) is required to obtain and review the Single Audit of all entities that have federally participating funds pass through it.**

#### Section A

The certification applies ONLY to government agencies, local units of government and non-profit agencies expending federal funds. It does not apply to for-profit public or private entities.

The requirements of a Single Audit are as follows:

- In accordance with 2 CFR 200 Uniform Administrative Requirements, non-federal entities are required to have a single audit conducted if the total federal awards expended, from all awarding agencies, in the entity's fiscal year are:
  - **\$750,000.00** or more for fiscal years starting **before October 1, 2024.**
  - **\$1,000,000.00** or more for fiscal years starting **on or after October 1, 2024.**

#### Section B

Certification for fiscal year \_\_\_\_\_ through \_\_\_\_\_

Check the box that applies.

The amount of federal funding our organization expended for our fiscal year, \_\_\_\_\_ through \_\_\_\_\_, meets or exceeds, the Single Audit threshold. Therefore, we are required to have a Single Audit.

The amount of federal funding our organization expended for our fiscal year, \_\_\_\_\_ through \_\_\_\_\_, is below the Single Audit threshold. Therefore, we are not required to have a Single Audit.

#### Section C

Organization Name			Fiscal Year End Date	
Address		City	State	Zip Code
Contact Name		Title		
Phone	E-mail			
FEIN (do not enter a dash)		UEI		

#### Section D

I certify that the above information is correct and in compliance with 2 CFR 200 Uniform Administrative Requirements:

Name		Title
Date		

# OFFICE OF INTERMODAL PROJECT IMPLEMENTATION

## Contract Approval Form

**TO:** Gia Biagi, Secretary

**FROM:** Jason Osborn, Director, Office of Intermodal Project Implementation

**SUBJECT:** Kendall County Extension Environmental Impact Statement  
CAP-24-1276-FED / Contract No. 5480 (Federal Grant temporary number 1177-2024-1)

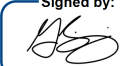
**DATE:** July 30, 2025

Authorization is requested for the Secretary to delegate her signature to the Director of the Office of Intermodal Project Implementation to execute the grant agreement and any future amendment for the project and funding described below:

<u>Grantee</u>	<u>Grantor</u>	<u>Location</u>	<u>Description</u>	<u>FUNDING</u>			
				<u>Federal</u>	<u>State</u>	<u>Total</u>	<u>TDCs</u>
Kendall County	FTA/IDOT	Kendall County, Illinois	Kendall County Metra Extension Environmental Impact Statement	\$4,800,000	\$1,200,000	\$6,000,000	\$0
<b>TOTAL:</b>				<b>\$4,800,000</b>	<b>\$1,200,000</b>	<b>\$6,000,000</b>	<b>\$0</b>

### FOR IDOT SECRETARY USE ONLY

Per Departmental Order 2-2, I delegate my signature to the Director of the Office of Intermodal Project Implementation to execute the grant agreement/amendment referenced above.

Signed by:  
  
 \_\_\_\_\_  
03580F3666F64CB...  
 Gia Biagi  
 Secretary of Transportation

8/8/2025 | 10:24 AM CDT

\_\_\_\_\_  
 Date





# Kendall County Agenda Briefing

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**Meeting Type:** Committee of the Whole  
**Meeting Date:** 11/13/2025  
**Subject:** 2025 Noxious Weed Annual Report  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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**Action Requested:**

Recommendation on 2025 Noxious Weed Annual Report

**Board/Committee Review:**

N/A

**Fiscal impact:**

N/A

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**Background and Discussion:**

Kendall County is required by Illinois law to submit a Noxious Weed Annual Report to the State by December 1st of each year.

During 2025, the Kendall County, Planning, Building and Zoning Department investigated zero (0) complaints of noxious weeds. In 2023, there was one (1) complaint which was closed in 2024. In 2022, 2021, and 2020, the Department received zero (0) complaints.

**Staff Recommendation:**

Approval

**Attachments:**

Proposed Report



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**KENDALL COUNTY  
NOXIOUS WEED ANNUAL REPORT  
2025**

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As required by the Illinois Noxious Weed Law (505 ILCS 100), the County of Kendall submits the following Annual Report from November 1, 2024, to October 31, 2025.

During the reporting period:

1. Kendall County sent letters to each township and municipality located within Kendall County asking that they report noxious weed cases and investigations to the Kendall County Planning, Building and Zoning Department. A copy of the letter is attached.
2. Kendall County received zero (0) complaints of noxious weeds during the reporting period.
3. The Village of Oswego received one hundred eleven (111) complaints of tall grass and weeds within Village limits as outlined in the attached report.
4. Kendall County received zero (0) requests for assistance in the investigation of noxious weed infestations.
5. Kendall County eradicated zero (0) acres of noxious weeds.
6. Kendall County quarantined zero (0) acres of property.
7. Kendall County received zero (0) requests for advice from persons responsible for controlling and eradicating noxious weeds.
8. Kendall County published zero (0) notice to individuals regarding noxious weeds.
9. Kendall County published the General Notice in the Kendall County Record on February 27, 2025. A copy of the Certificate of Publication is attached.
10. Kendall County prepared and adopted a Comprehensive Work Plan for 2026.
11. Kendall County cooperated, when requested, with Federal, State and local authorities in carrying out the provisions of the Illinois Noxious Weed Law.

This Noxious Weed Annual Report was approved by the Kendall County Board on November 18, 2025.

Respectively Submitted,

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Matt Kellogg  
Kendall County Board Chairman

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Date

Encs: August 28, 2025, Letter to Municipalities and Townships  
Village of Oswego Report  
General Notice Certificate of Publication



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**DEPARTMENT OF PLANNING, BUILDING & ZONING**

807 West John Street • Yorkville, IL • 60560  
(630) 553-4141 Fax (630) 553-4179

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August 28, 2025

RE: Illinois Noxious Weed Law

Dear Township Supervisors and Mayors:

Kendall County is preparing to work on its annual report and comprehensive work plan as required by the Illinois Noxious Weed Law (505 ILCS 100). In order to comply with State law, we request that you inform us of any noxious weed cases that you received over the last twelve months, the location of the complaint and if the complaint was resolved. Please send this information to Matthew Asselmeier, Kendall County Planning Director, 807 W. John Street, Yorkville, IL 60560 or [masselmeier@kendallcountyil.gov](mailto:masselmeier@kendallcountyil.gov) by **October 2, 2025**.

**We do not request that you undertake any additional work related to the enforcement of the Illinois Noxious Weed Law or that you alter your procedures for processing noxious weed complaints except that you inform us of noxious weed complaints.**

Kendall County hopes to partner with each township and municipality in order to comply with this law. A list of State of Illinois recognized noxious weeds is included with this letter.

If you have any questions, please contact Mr. Asselmeier at 630-553-4139.

Sincerely,



Matt Kellogg, Chairman  
Kendall County Board

Enc: List of Noxious Weeds

### Section 220.60 Noxious Weeds

The following plants within the sovereign territory of the State of Illinois are designated and declared noxious weeds:

- a) Marihuana (*Cannabis sativa* L.);
- b) Giant Ragweed (*Ambrosia trifida* L.) within the corporate limits of cities, villages, and incorporated towns;
- c) Common Ragweed (*Ambrosia artemisiifolia* L.) within the corporate limits of cities, villages, and incorporated towns;
- d) Canada Thistle (*Cirsium arvense*);
- e) Perennial Sowthistle (*Sonchus arvensis*);
- f) Musk Thistle (*Carduus nutans*);
- g) Perennial members of the sorghum genus, including johnsongrass (*Sorghum halepense*), sorghum alnum, and other johnsongrass X sorghum crosses with rhizomes; and
- h) Kudzu (*Pueraria labata*).

(Source: Amended at 26 Ill. Reg. 14644, effective September 23, 2002)

*Village of Oswego*

Address	Code Case	Opened Date	Closed Date	Status	Code Case Number
1 Faro Ct		6/10/2025	6/12/2025	Closed - Resolved	CODE-000857-2025
100 Daltrey Dr		6/20/2025		<del>In Progress</del>	CODE-000887-2025 - <i>Closed</i>
1008 Douglas Rd		7/3/2025	9/3/2025	Closed - Resolved	CODE-000928-2025
101 Iris Ct		5/22/2025		<del>In Progress</del>	CODE-000792-2025 - <i>Closed</i>
101 Iris Ct		5/20/2025	6/2/2025	Closed - Resolved	CODE-000783-2025
101 Iris Ct		6/6/2025	6/18/2025	Closed - Resolved	CODE-000836-2025
101 Seton Creek Dr		6/5/2025	6/9/2025	Closed - Resolved	CODE-000827-2025
101 Seton Creek Dr		6/20/2025	7/7/2025	Closed - Resolved	CODE-000888-2025
103 Seton Creek Dr		6/5/2025	6/9/2025	Closed - Resolved	CODE-000826-2025
105 Chicago Rd		5/29/2025	6/6/2025	Closed - Resolved	CODE-000814-2025
105 Chicago Rd		8/1/2025	8/5/2025	Closed - Resolved	CODE-001054-2025
105 Seton Creek Dr		6/5/2025	6/9/2025	Closed - Resolved	CODE-000829-2025
108 Chicago Rd		6/6/2025		<del>In Progress</del>	CODE-000843-2025 - <i>Closed</i>
110 Fifth St Unit: UNIT101		8/26/2025	8/26/2025	Closed - Resolved	CODE-001122-2025
110 Fifth St Unit: UNIT101		8/14/2025	9/3/2025	Closed - Resolved	CODE-001107-2025
115 Seton Creek Dr		6/20/2025	6/23/2025	Closed - Resolved	CODE-000889-2025
117 Seton Creek Dr		6/12/2025	6/18/2025	Closed - Resolved	CODE-000863-2025
117 Washington St		5/30/2025	6/2/2025	Closed - Resolved	CODE-000820-2025
118 Wilson Pl		5/22/2025	5/27/2025	Closed - Resolved	CODE-000800-2025
119 Chicago Rd		6/23/2025	6/26/2025	Closed - Resolved	CODE-000892-2025
125 Seton Creek Dr		6/12/2025	7/25/2025	Closed - Resolved	CODE-000866-2025
125 West End Ct		5/29/2025	6/2/2025	Closed - Resolved	CODE-000812-2025
1250 Douglas Rd		6/12/2025		<del>In Progress</del>	CODE-000864-2025 - <i>Closed</i>
132 Oaklawn Ave		7/30/2025		<del>In Progress</del>	CODE-001042-2025 - <i>Closed</i>
133 Seton Creek Dr		6/12/2025	6/19/2025	Closed - Resolved	CODE-000867-2025
135 Seton Creek Dr		6/12/2025	7/23/2025	Closed - Resolved	CODE-000865-2025
143 N Willowwood Dr		6/17/2025	6/24/2025	Closed - Resolved	CODE-000879-2025
157 Linden Dr		5/11/2025	5/19/2025	Closed - Resolved	CODE-001021-2025
157 Linden Dr		8/1/2025	8/5/2025	Closed - Resolved	CODE-001057-2025
169 S Madison St		5/27/2025	5/30/2025	Closed - Resolved	CODE-000807-2025
1700 Route 34		5/22/2025	5/28/2025	Closed - Resolved	CODE-000796-2025
179 N Adams St		6/30/2025	7/25/2025	Closed - Resolved	CODE-000912-2025

197 E Washington St	5/30/2025	Closed - Resolved	6/2/2025	CODE-000819-2025	<i>- Closed</i>
203 Long Beach Rd	8/12/2025	In Progress		CODE-001104-2025	
205 Carlisle Ct	6/6/2025	Closed - Resolved	6/9/2025	CODE-000842-2025	
219 Mondovi Dr	6/6/2025	Closed - Resolved	6/9/2025	CODE-000839-2025	
219 Willington Way	6/9/2025	Closed - Resolved	6/24/2025	CODE-000847-2025	
224 Fox Chase Dr N	7/24/2025	Closed - Resolved	7/24/2025	CODE-000995-2025	
225 Wollmington Dr	7/31/2025	Closed - Resolved	8/1/2025	CODE-001046-2025	
2300 Route 34	5/20/2025	In Progress		CODE-000786-2025	<i>- Closed</i>
238 Fox Chase Dr N	5/10/2025	Closed - Resolved	7/28/2025	CODE-001027-2025	
240 S Concord Dr	7/31/2025	Closed - Resolved	8/5/2025	CODE-001049-2025	
2410 Route 34	7/31/2025	In Progress		CODE-001052-2025	<i>- Closed</i>
252 Isleview Dr	7/25/2025	Closed - Resolved	7/28/2025	CODE-001011-2025	
301 Francesca Ct	7/1/2025	In Progress		CODE-000926-2025	<i>- Closed</i>
301 Francesca Ct	7/30/2025	In Progress		CODE-001044-2025	<i>- Closed</i>
305 Owen Ct	7/25/2025	Closed - Resolved	7/25/2025	CODE-001014-2025	
308 Badger Ct	6/6/2025	Closed - Resolved	6/9/2025	CODE-000838-2025	
308 Badger Ct	8/11/2025	Closed - Resolved	8/11/2025	CODE-001089-2025	
311 Prairieview Dr	6/6/2025	Closed - Resolved	6/9/2025	CODE-000841-2025	
312 Morgan Valley Dr	6/6/2025	Closed - Resolved	6/9/2025	CODE-000840-2025	
319 Chicago Rd	5/29/2025	Closed - Resolved	5/30/2025	CODE-000815-2025	
3201 Orchard Rd	5/27/2025	Closed - Resolved	6/2/2025	CODE-000808-2025	
326 Chicago Rd	7/31/2025	Closed - Resolved	8/5/2025	CODE-001048-2025	
328 Barnaby Dr	6/5/2025	In Progress		CODE-000832-2025	
329 Boulder Hill Pass	5/28/2025	Closed - Resolved	6/2/2025	CODE-000811-2025	
33 Jay St	7/31/2025	Closed - Resolved	8/12/2025	CODE-001045-2025	
361 S Madison St	7/10/2025	Closed - Resolved	7/15/2025	CODE-000963-2025	
369 Essex Ave	5/22/2025	Closed - Resolved	6/11/2025	CODE-000791-2025	
382 Hemlock Ln	7/1/2025	Closed - Resolved	7/7/2025	CODE-000927-2025	
386 S Madison St	5/30/2025	Closed - Resolved	6/12/2025	CODE-000821-2025	
401 Sunshine Ct	5/29/2025	Closed - Resolved	5/30/2025	CODE-000817-2025	
402 Burr Oak Dr	8/7/2025	Closed - Resolved	8/7/2025	CODE-001075-2025	
411 Chicago Rd	8/6/2025	Closed - Resolved	8/6/2025	CODE-001062-2025	
412 Prairieview Dr	5/20/2025	Closed - Resolved	6/9/2025	CODE-000781-2025	

413 Barnaby Dr	6/5/2025	Closed - Resolved	6/9/2025	Closed - Resolved	CODE-000830-2025	
415 Barnaby Dr	6/4/2025	<del>In Progress</del>			CODE-000825-2025	<del>Closed</del>
415 Barnaby Dr	6/6/2025	Closed - Resolved	6/9/2025	Closed - Resolved	CODE-000837-2025	
418 Blue Ridge Dr	6/6/2025	<del>In Progress</del>			CODE-000835-2025	<del>Closed</del>
418 Douglas St	6/16/2025	<del>In Progress</del>			CODE-000873-2025	<del>Closed</del>
42 Ashlawn Ave	4/28/2025	In Progress			CODE-000779-2025	
425 Arboretum Way	6/10/2025	Closed - Resolved	6/18/2025	Closed - Resolved	CODE-000855-2025	
428 Raintree Dr	7/31/2025	<del>In Progress</del>			CODE-001050-2025	<del>Closed</del>
445 Newport Cir	8/14/2025	Closed - Resolved	8/19/2025	Closed - Resolved	CODE-001110-2025	
4500 Route 71	8/6/2025	Closed - Resolved	8/6/2025	Closed - Resolved	CODE-001063-2025	
453 Bower Ln	8/11/2025	Closed - Resolved	8/11/2025	Closed - Resolved	CODE-001091-2025	
458 Bower Ln	8/11/2025	<del>In Progress</del>			CODE-001093-2025	<del>Closed</del>
471 Burr Oak Dr	5/22/2025	Closed - Resolved	5/27/2025	Closed - Resolved	CODE-000794-2025	
471 Gloria Ln	6/12/2025	<del>In Progress</del>			CODE-000859-2025	<del>Closed</del>
477 Barnaby Dr	6/5/2025	Closed - Resolved	6/9/2025	Closed - Resolved	CODE-000831-2025	
505 Rosebush Ln	5/22/2025	Closed - Resolved	6/16/2025	Closed - Resolved	CODE-000790-2025	
508 Chestnut Dr	7/7/2025	Closed - Resolved	7/7/2025	Closed - Resolved	CODE-000947-2025	
529 Heritage Dr	6/9/2025	Closed - Resolved	6/18/2025	Closed - Resolved	CODE-000851-2025	<del>Closed</del>
529 Heritage Dr	8/26/2025	<del>In Progress</del>	9/12/2025	<del>In Progress</del>	CODE-001180-2025	<del>Closed</del>
5763 Route 34	6/24/2025	Closed - Resolved	7/25/2025	Closed - Resolved	CODE-000893-2025	
600 Vista Dr	5/28/2025	Closed - Resolved	6/2/2025	Closed - Resolved	CODE-000810-2025	
605 Carnation Dr	8/7/2025	Closed - Resolved	8/11/2025	Closed - Resolved	CODE-001071-2025	
615 Starling Cir	8/12/2025	<del>In Progress</del>			CODE-001105-2025	<del>Closed</del>
631 Pearces Ford Dr	7/30/2025	Closed - Resolved	8/5/2025	Closed - Resolved	CODE-001043-2025	
637 Carnation Ct	7/8/2025	<del>In Progress</del>			CODE-000952-2025	<del>Closed</del>
6501 Route 34	5/20/2025	Closed - Resolved	5/27/2025	Closed - Resolved	CODE-000784-2025	
674 Manhattan Cir	8/12/2025	Closed - Resolved	8/19/2025	Closed - Resolved	CODE-001096-2025	
683 Churchill Ln	8/8/2025	<del>In Progress</del>			CODE-001087-2025	<del>Closed</del>
684 Churchill Ln	8/12/2025	<del>In Progress</del>			CODE-001097-2025	<del>Closed</del>
708 Bellevue Cir	5/22/2025	Closed - Resolved	6/9/2025	Closed - Resolved	CODE-000795-2025	
710 Juniper St	8/5/2025	<del>In Progress</del>			CODE-001060-2025	<del>Closed</del>
799 Bohannon Cir	6/5/2025	Closed - Resolved	6/12/2025	Closed - Resolved	CODE-000828-2025	
814 Bohannon Cir	8/11/2025	Closed - Resolved	8/11/2025	Closed - Resolved	CODE-001094-2025	

86 Mandy Ln  
902 Bison Ct  
94 Templeton Dr  
94 Templeton Dr

5/22/2025	Closed - Resolved	CODE-000799-2025	
6/10/2025	<del>In Progress</del>	CODE-000854-2025	<b>- Closed</b>
5/22/2025	6/2/2025 Closed - Resolved	CODE-000789-2025	
8/1/2025	8/15/2025 Closed - Resolved	CODE-001056-2025	
6/16/2025	<del>In Progress</del>	CODE-000871-2025	<b>- Closed</b>
6/20/2025	In Progress	CODE-000890-2025	
7/7/2025	<del>In Progress</del>	CODE-000950-2025	<b>- Closed</b>
7/7/2025	7/17/2025 Closed - Resolved	CODE-000951-2025	
8/6/2025	In Progress	CODE-001065-2025	
6/20/2025	8/11/2025 Closed - Resolved	CODE-000883-2025	
8/6/2025	8/13/2025 Closed - Resolved	CODE-001064-2025	
8/14/2025	8/14/2025 Closed - Resolved	CODE-001109-2025	
8/12/2025	8/22/2025 Closed - Resolved	CODE-001101-2025	

Certificate of the Publisher

Kendall County Record

Description:NOXIOUS WEED  
2222922

KENDALL COUNTY PLANNING, BUILDING, ZONING  
ATTN: MATT ASSELMEIER  
807 W JOHN ST  
YORKVILLE IL 60560

Shaw Media certifies that it is the publisher of the Kendall County Record. The Kendall County Record is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Yorkville, County of Kendall, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Kendall County Record, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 02/27/2025

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Laura Shaw, its Publisher, at Yorkville, Illinois, on 27th day of February, A.D. 2025

Shaw Media By:



Laura Shaw, Publisher

Account Number



Amount \$114.70

**PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN PURSUANT TO THE ILLINOIS NOXIOUS WEED LAW to the owners, occupants, agents and public officials in charge or control of any land in Kendall County that they are required to control or eradicate all NOXIOUS WEEDS growing upon land under their control prior to the blooming, maturing of seed or other propagating of such weeds.

**NOXIOUS WEEDS:**

- a) Marijuana (Cannabis sativa L.);
- b) Giant Ragweed (Ambrosia trifida L.) within the corporate limits of cities, villages, and incorporated towns;
- c) Common Ragweed (Ambrosia artemisiifolia L.) within the corporate limits of cities, villages, and incorporated towns;
- d) Canada Thistle (Cirsium arvense);
- e) Perennial Sowthistle (Sonchus arvensis);
- f) Musk Thistle (Carduus nutans);
- g) Perennial members of the sorghum genus, including Johnsongrass (Sorghum halepense), sorghum almum, and other Johnsongrass X sorghum crosses with rhizomes; and
- h) Kudzu (Pueraria lobata).

NOTICE IS FURTHER GIVEN that if the persons responsible for the control of any lands in Kendall County fail to comply with the provisions of the Illinois Noxious Weed Law the Control Authority of Kendall County or the Department of Agriculture of the State of Illinois will take any necessary action to control or eradicate such weeds and the cost thereof will be assessed against the owner of the land involved. If unpaid for 6 months or longer, such assessment shall become a lien upon the property.

Date at Yorkville, Kendall County, Illinois, this 18<sup>th</sup> day of February, 2025.

Signed: /s/Matt Kellogg  
Kendall County Weed Control Authority  
(Published in the Kendall County Record  
February 27, 2025) 2222922



# Kendall County Agenda Briefing

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**Meeting Type:** Committee of the Whole  
**Meeting Date:** 11/13/2025  
**Subject:** Liquor License Updates  
**Prepared by:** Natalia Borowska, Management Analyst  
**Department:** Administration

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**Action Requested:**  
Approve ordinance to incorporate suggested changes to County Liquor Codes.

**Board/Committee Review:**  
N/A

**Fiscal Impact:**  
N/A

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**Background and Discussion:**  
Staff of the Administration Department have reviewed the Kendall County Liquor Code and propose several changes, including: transferring liquor license administration duties from the County Clerk’s Office to the Office of the Local Liquor Control Commissioner and the Administration Department, updating language for modernization and clarity, expanding the holidays in which certain licenses are allowed adjusted hours for liquor sale, and revising the maximum number of certain licenses.

**Staff Recommendation:**  
It is recommended that the Board update the Liquor Codes to reflect the suggestions made in the attachment.

**Attachments:**  
Suggested amendments to the Liquor Codes.

**ORDINANCE NUMBER 2025 – \_\_\_\_\_**

**AMENDMENTS TO THE KENDALL COUNTY CODE PERTAINING TO LIQUOR  
LICENSES**

*WHEREAS*, the Liquor Control Act of 1934 grants the Kendall County Board the authority to adopt regulations pertaining to county Liquor Codes; and

*WHEREAS*, Section 1-6 of the Kendall County Code permits the Kendall County Board to approve amendments to the Liquor Codes and provides the procedure through which amendments are granted; and

*WHEREAS*, the Kendall County Board previously adopted Ordinance 2019-04 which established regulations regarding Liquor Codes; and

*WHEREAS*, the Kendall County Administration Department has reviewed the Kendall County Liquor Code and forwarded to the Kendall County Board a recommendation proposing changes that include transferring liquor license administration duties from the County Clerk’s Office to the Office of the Local Liquor Control Commissioner and the Administration Department, updating language for modernization and clarity, expanding the holidays in which certain licenses are allowed adjusted hours for liquor sale and revising the maximum number of certain licenses; and

WHEREAS, the Kendall County Board has considered the recommendations of the Administration Department, and has determined that the recommended changes are appropriate; and

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

- I. Recitals: The recitals set forth above are incorporated as it fully set forth herein.
- II. Amended Text: The present language contained in Section 4-5 (f) if the Kendall County Code is hereby amended to read as follows:

“The office of the Local Liquor Control Commissioner shall be in the County Administration Office ~~Office of the County Clerk~~, in the County office building in Yorkville, Illinois, or in such other place as the County Board shall designate.”

- III. Amended Text: The present language contained in Section 4-6 (b) (4) if the Kendall County Code is hereby amended to read as follows:

2:00 a.m. and 6:00 a.m. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every holiday of Easter, Mother’s Day, Father’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and New

Year's Day. If the Fourth of July or New Year's Day occur on a Sunday in any given calendar year, the hours of prohibited sale shall be between 2:00 a.m. and 10:00 a.m. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, for that particular occurrence.

IV. Amended Text: The present language contained in Section 4-9 if the Kendall County Code is hereby amended to read as follows:

“It is unlawful for any person, including, but not limited to, any licensee or any associate, member, representative, agent, or employee of such licensee to sell, give, deliver or serve any alcoholic beverage to any person under the age of twenty-one (21) years, ~~or to any intoxicated person, or to any person known by him or her to be incompetent. or to any person known to be a spendthrift, insane, mentally ill, mentally deficient or a habitual drunkard.~~

V. Amended Text: The present language contained in Section 4-56 (a) if the Kendall County Code is hereby amended to read as follows:

At the date of the adoption of the ordinance from which this chapter is derived, the maximum number of licenses for retail sale of alcoholic beverage is as follows:

Class "A"	8 <del>7</del>
Class "B"	3
Class "C"	2
Class "D"	1 <del>2</del>
Class "E"	0
Class "F"	0
Class "G"	No more than 4 during a 12-month period per qualified organization as outlined in § 4-54(a)(7)
Class "H"	2
Class "I"	10
Class "J"	1
Class "K"	1

VI. Amended Text: The present language contained in Section 4-57 (b) if the Kendall County Code is hereby amended to read as follows:

All applications to the Liquor Control Commission shall be filed in duplicate in the Office of the Local Liquor Control Commissioner ~~County Clerk~~ and shall be accompanied by the full amount of the license fee required to be paid for the class of

license applied for. All checks or money orders shall be made payable to the County Liquor Control Commissioner.

- VII. Amended Text: The present language contained in Section 4-54 (7) (a) if the Kendall County Code is hereby amended to read as follows:

Class "G" licenses which authorize the retail sales on the premises specified of beer and wine only for a limited time, which shall be identified on the license as valid for either twenty-four (24), forty-eight (48), or seventy-two (72) continuous hours by such not-for-profit corporations or organizations which provide adequate proof to the Commissioner of the following:

1. Continuous existence in the community for a period of five (5) years preceding the application.
2. Internal Revenue Service reports or such other information as requested by the Commissioner to verify the not-for-profit status of the corporation of organization.

*IN WITNESS OF*, this ordinance has been enacted by a MAJORITY/SUPERMAJORITY vote of the Kendall County Board and is effective this \_\_\_ day of the NOVEMBER, 2025.

Attest:

\_\_\_\_\_  
Kendall County Clerk  
Debbie Gillette

\_\_\_\_\_  
Kendall County Board Chairman  
Matt Kellogg

## Chapter 4 ALCOHOLIC LIQUOR

### ARTICLE I. IN GENERAL

#### Sec. 4-1. Authority.

Whenever reference is herein made to the "State law," it shall mean and refer to an act of the State General Assembly, entitled "Liquor Control Act of 1934," (235 ILCS 5/1-1 et seq.) approved January 31, 1934, as amended.

(Ord. No. 2019-04, art. I, § 1, 3-19-2019; Ord. No. 2020-03, art. I, § 1, 4-21-2020; Ord. No. 2023-03, art. I, § 1, 2-7-2023; Ord. No. 2023-10, art. I, § 1, 3-5-2023; Ord. No. 2023-12, art. I, § 1, 5-2-2023)

#### Sec. 4-2. Definitions.

Unless the context otherwise requires, all other words and phrases used herein shall have the same meaning as the same or similar words or phrases defined and used in the Liquor Control Act of 1934 (235 ILCS 5/1-1 et seq.), approved January 31, 1934, as amended.

(Ord. No. 2019-04, art. I, § 2, 3-19-2019; Ord. No. 2020-03, art. I, § 2, 4-21-2020; Ord. No. 2023-03, art. I, § 2, 2-7-2023; Ord. No. 2023-10, art. I, § 2, 3-5-2023; Ord. No. 2023-12, art. I, § 2, 5-2-2023)

#### Sec. 4-3. Territorial applicability.

The sale, keeping for sale, or offering for sale of alcoholic liquors in all of the territory which lies outside of the corporate limits of any city, village or town and lying within the corporate limits of the County shall be subject to the provisions of this chapter.

(Ord. No. 2019-04, intro. ¶, 3-19-2019; Ord. No. 2020-03, intro. ¶, 4-21-2020; Ord. No. 2023-03, intro. ¶, 2-7-2023; Ord. No. 2023-10, intro. ¶, § 1, 3-5-2023; Ord. No. 2023-12, intro. ¶, 5-2-2023)

#### Sec. 4-4. Fines and penalties.

Whoever violates any of the provisions of this chapter shall, upon conviction, be punished as provided in Section 1-9. In addition to the foregoing, to the extent permitted by State law, whoever violates the provisions of this chapter may be required to pay reasonable reimbursement to the County for the expenses of investigating and prosecuting such violation.

(Ord. No. 2019-04, art. XI, § 1, 3-19-2019; Ord. No. 2020-03, art. XI, 4-21-2020; Ord. No. 2023-03, art. XI, 2-7-2023; Ord. No. 2023-10, art. XI, 3-5-2023; Ord. No. 2023-12, art. XI, 5-2-2023)

#### Sec. 4-5. Local Liquor Control Commissioner.

- (a) The Chairman of the County Board shall be the Local Liquor Control Commissioner of the County and shall be charged with the administration of this chapter; provided, however, that the authority and jurisdiction of said Local Liquor Control Commissioner shall extend only to that area of the County which lies outside of the corporate limits of the cities, villages and incorporated towns therein and shall, under no circumstances,

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extend to any area where the people of any local political subdivision have voted to prohibit the sale of alcoholic liquors in accordance with the terms and provisions of the State law governing the same.

- (b) Said Local Liquor Control Commissioner may appoint a person to assist the Commissioner in the exercise of the powers and the performance of the duties herein provided for such Local Liquor Control Commissioner, or the Commissioner may appoint members of the County Board on a committee to be known as the Local Liquor Control Committee which Committee may assist the Commissioner in the exercise of the powers and the performance of the duties provided for by this chapter.
- (c) Said Local Liquor Control Commissioner shall have the power to appoint or employ such clerks and other employees as may be necessary to carry out the provisions of this chapter or to perform the duties and exercise the powers conferred by this chapter upon the Local Liquor Control Commissioner.
- (d) Said Local Liquor Control Commissioner shall not appoint or employ any clerks or other employees who have been convicted of any violation or any Federal or State law concerning the manufacture or sale of alcoholic liquor prior to or subsequent to the passage of the ordinance from which this chapter is derived or who has paid a fine or penalty in settlement of any prosecution for any violation of such laws or shall have forfeited bond to appear in court to answer charges for any such violation, nor shall any person be appointed who has been convicted of a felony.
- (e) No person shall be appointed to act on said Local Liquor Control Commission who may directly or indirectly, individually or as a member of a partnership or as a shareholder or a corporation, have any interest whatsoever in the manufacture, sale or distribution of alcoholic liquor, nor receive any compensation or profit therefrom, nor have any interest whatsoever in the purchases or sales made by the persons authorized by this chapter, or to purchase or to sell alcoholic liquor as provided for in the State law governing the same.
- (f) The office of the Local Liquor Control Commissioner shall be in the County Administration Office, in the County office building in Yorkville, Illinois, or in such other place as the County Board shall designate.
- (g) The Local Liquor Control Commissioner shall keep a record of the proceedings, transactions, communications and official acts of said Commissioner and any commission appointed by same, which said books and records shall be kept and maintained in the office of the Liquor Control Commissioner.
- (h) The Local Liquor Control Commissioner shall be paid the sum of one thousand two hundred dollars (\$1,200.00) per annum and mileage as provided by ordinance for County officers. The members of any committee or person appointed by the said Commissioner to assist in the exercise of the powers and performance of the duties herein provided for shall receive the sum of twenty-five dollars (\$25.00) and mileage as aforesaid for each day actually spent in the performance of duties.
- (i) The Local Liquor Control Commissioner and all clerks and employees of said Local Liquor Control Commissioner shall be reimbursed for any disbursements incurred or made by them in the discharge of their official duties.
- (j) All charges or expenses or claims or demands incurred either by or against or on behalf of the Local Liquor Control Commissioner by reason of anything or matter in this chapter contained shall be claims against the County and shall be presented and paid or disallowed in the same manner as other claims against the County are allowed and paid or disallowed.
- (k) The Liquor Control Commissioner shall have all the powers and authority granted and delegated to local liquor control commissioners in State law.

(Ord. No. 2019-04, arts. XII, XIII, 3-19-2019; Ord. No. 2020-03, arts. XII, XIII, 4-21-2020; Ord. No. 2023-03, arts. XII, XIII, 2-7-2023; Ord. No. 2023-10, arts. XII, XIII, 3-5-2023; Ord. No. 2023-12, arts. XII, XIII, 5-2-2023)

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#### **Sec. 4-6. Hours of prohibited sale.**

- (a) No licensee hereunder, with the exception of Class A licensees and Class B licensees, shall sell or offer for sale at retail any alcoholic liquor or furnish or give away or allow or permit the same to be consumed on the licensed premises or any other premises under the control directly or indirectly of the licensee during the following hours:
- (1) 1:00 a.m. and 6:00 a.m. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every day from Monday to Saturday of every week.
  - (2) 1:00 a.m. and 10:00 a.m. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every Sunday.
- (b) No Class A licensee or Class B licensee shall sell or offer for sale at retail any alcoholic liquor or furnish or give away or allow or permit the same to be consumed on the licensed premises or any other premises under the control directly or indirectly of the licensee during the following hours:
- (1) 1:00 a.m. and 6:00 a.m. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every day from Monday to Friday of every week.
  - (2) 2:00 a.m. and 6:00 a.m. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every Saturday.
  - (3) 2:00 a.m. and 10:00 a.m. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every Sunday.
  - (4) 2:00 a.m. and 6:00 a.m. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every holiday of Easter, Mother's Day, Father's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and New Year's Day. If the Fourth of July or New Year's Day occur on a Sunday in any given calendar year, the hours of prohibited sale shall be between 2:00 a.m. and 10:00 a.m. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, for that particular occurrence.
- (c) The Local Liquor Control Commissioner may on special occasions extend the time during which a licensee may remain open. Said extensions shall be at the sole discretion of the Commissioner.

(Ord. No. 2019-04, art. IX, 3-19-2019; Ord. No. 2020-03, art. IX, 4-21-2020; Ord. No. 2023-03, art. IX, 2-7-2023; Ord. No. 2023-10, art. IX, 3-5-2023; Ord. No. 2023-12, art. IX, 5-2-2023)

#### **Sec. 4-7. Prohibited interests by manufacturers, distributors or importing distributors of alcoholic liquors.**

It shall be unlawful for licensee hereunder to directly or indirectly receive any financial aid or assistance or to receive as a loan or lease of otherwise any furnishing, fixture, or equipment on the premises of a place of business from any manufacturer, distributor or importing distributor of alcoholic liquors, and it shall be equally unlawful for any such licensee to allow any manufacturer, distributor or importing distributor of alcoholic liquors, directly or indirectly, to be interested in the ownership, conduct or operation of the business of any licensee under this chapter, and it shall be also equally unlawful for any licensee hereunder to permit or allow any manufacturer, distributor or importing distributor to be interested directly or indirectly or as owner or part owner of said premises described in the license or as lessee or lessor thereof.

(Ord. No. 2019-04, art. X, § 1, 3-19-2019; Ord. No. 2020-03, art. X, § 1, 4-21-2020; Ord. No. 2023-03, art. X, § 1, 2-7-2023; Ord. No. 2023-10, art. X, § 1, 3-5-2023; Ord. No. 2023-12, art. X, § 1, 5-2-2023)

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**Sec. 4-8. Loans or advances from manufacturer, distributor or importing distributor of alcoholic liquors for payment of license fee.**

It shall be unlawful for any licensee hereunder to allow or permit any person engaged in the business of manufacturing, importing or distributing alcoholic liquors to pay for or advance, furnish, or lend money, directly or indirectly, for the payment of such license.

(Ord. No. 2019-04, art. X, § 2, 3-19-2019; Ord. No. 2020-03, art. X, § 2, 4-21-2020; Ord. No. 2023-03, art. X, § 2, 2-7-2023; Ord. No. 2023-10, art. X, § 2, 3-5-2023; Ord. No. 2023-12, art. X, § 2, 5-2-2023)

**Sec. 4-9. Sales to underage persons, drunks, or drunkards.**

It is unlawful for any person, including, but not limited to, any licensee or any associate, member, representative, agent, or employee of such licensee to sell, give, deliver or serve any alcoholic beverage to any person under the age of twenty-one (21) years, to any intoxicated person, or to any person known by him or her to be incompetent.

(Ord. No. 2019-04, art. X, § 3, 3-19-2019; Ord. No. 2020-03, art. X, § 3, 4-21-2020; Ord. No. 2023-03, art. X, § 3, 2-7-2023; Ord. No. 2023-10, art. X, § 3, 3-5-2023; Ord. No. 2023-12, art. X, § 3, 5-2-2023)

**Sec. 4-10. Purchases by underage persons.**

It shall be unlawful for any person under the age of twenty-one (21) years to purchase, accept or procure or to attempt to purchase, accept or procure any alcoholic beverage from any liquor dealer or from any other person.

(Ord. No. 2019-04, art. X, § 4, 3-19-2019; Ord. No. 2020-03, art. X, § 4, 4-21-2020; Ord. No. 2023-03, art. X, § 4, 2-7-2023; Ord. No. 2023-10, art. X, § 4, 3-5-2023; Ord. No. 2023-12, art. X, § 4, 5-2-2023)

**Sec. 4-11. Purchase for, or delivery to, underage persons.**

It shall be unlawful for any person to order, to purchase or in any manner to obtain any alcoholic beverage for another person under the age of twenty-one (21) years. It shall be illegal for any person to sell, give or deliver any alcoholic liquor to another person under the age of twenty-one (21) years. It shall be illegal for any person to directly or indirectly have any alcoholic beverage sold, given or delivered to another person less than twenty-one (21) years of age or to permit the sale, gift or delivery of any alcoholic beverage to another person less than twenty-one (21) years of age.

(Ord. No. 2019-04, art. X, § 5, 3-19-2019; Ord. No. 2020-03, art. X, § 5, 4-21-2020; Ord. No. 2023-03, art. X, § 5, 2-7-2023; Ord. No. 2023-10, art. X, § 5, 3-5-2023; Ord. No. 2023-12, art. X, § 5, 5-2-2023)

**Sec. 4-12. Consumption, dispensing or possession by underage persons.**

- (a) It shall be unlawful for any person to whom the sale, gift, delivery or service of any alcoholic liquor is prohibited because of age to consume or to possess in any manner, including by consumption, any such alcoholic liquor, except as otherwise provided by law. The violation referred to in this section which relates to the possession of alcohol after it has been consumed may be identified as illegal possession of alcohol by consumption or by the section number of this chapter. This violation may be proven by evidence which indicates that the breath of the person charged with such offense has a smell associated generally or specifically with any alcoholic liquor, and no additional evidence relating thereto shall be necessary to find

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the defendant to be in violation of this chapter. It shall not be necessary to show that the person charged with an offense hereunder was at the time in question under the influence of any alcoholic liquor in any manner, but such evidence shall be admissible to prove a violation of this chapter.

- (b) The possession and dispensing or consumption by a person under the age of twenty-one (21) years of an alcoholic beverage in the performance of a religious service or ceremony or the consumption of alcoholic liquor by a person under the age of twenty-one (21) years under the direct supervision and direct approval of the parents of such person in the privacy of a home is not prohibited by this chapter, and this provision shall be considered only as a defense for which the burden of proving that it applies to and was reasonably relied upon in a particular case shall be on the person charged with an offense under this section.

(Ord. No. 2019-04, art. X, § 6, 3-19-2019; Ord. No. 2020-03, art. X, § 6, 4-21-2020; Ord. No. 2023-03, art. X, § 6, 2-7-2023; Ord. No. 2023-10, art. X, § 6, 3-5-2023; Ord. No. 2023-12, art. X, § 6, 5-2-2023)

### **Sec. 4-13. Underage persons in licensed premises.**

It shall be unlawful for any intoxicated persons or any person under the age of twenty-one (21) years to be or remain in any premises which are licensed hereunder except that any person under the age of twenty-one (21) years may be or remain on the premises:

- (1) If accompanied by such person's parents or legally appointed guardian;
- (2) If more than fifty (50) percent of the gross business income received therein results from the sale of services or commodities other than alcoholic liquor;
- (3) If legally employed by the license holder of the premises and if the person is actively performing such person's duties as a legal employee at the time in question. Employees of the licensee under age twenty-one (21) shall not draw, mix, pour, nor sell alcoholic beverages, but may carry and deliver said beverages to the patron for consumption; or
- (4) If the premises has a Class "G," "I," or "J" license pursuant to this chapter.

(Ord. No. 2019-04, art. X, § 7, 3-19-2019; Ord. No. 2020-03, art. X, § 7, 4-21-2020; Ord. No. 2023-03, art. X, § 7, 2-7-2023; Ord. No. 2023-10, art. X, § 7, 3-5-2023; Ord. No. 2023-12, art. X, § 7, 5-2-2023)

### **Sec. 4-14. Burden of proof.**

The defendant/respondent in any court or administrative hearing shall have the burden of proving as a defense that Section 4-13(1), (2), or (3) applies to the case and the prosecutor shall have no responsibility to prove that any of said exceptions do not apply herein.

(Ord. No. 2019-04, art. X, § 8, 3-19-2019; Ord. No. 2020-03, art. X, § 8, 4-21-2020; Ord. No. 2023-03, art. X, § 8, 2-7-2023; Ord. No. 2023-10, art. X, § 8, 3-5-2023; Ord. No. 2023-12, art. X, § 8, 5-2-2023)

### **Sec. 4-15. Photographic evidence of age and identity.**

- (a) If a licensee or any officer, associate member, representative, agent or employee of such licensee believes or has any reason whatsoever to suspect or believe that the sale, gift, delivery or service to a prospective recipient of any alcoholic liquor is prohibited by this chapter because of the age of such person, such licensee, officer, associate member, agent or employee shall demand written evidence, and may not rely on oral evidence, of the prospective recipient's age and identity before making such sale, gift, delivery or service.

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- (b) Any person from whom such written evidence is demanded shall forthwith display such person's motor vehicle operator's license, Federal selective service card, Federal Armed Forces identification card or other written and photographic evidence of age and identity issued by a public officer in the performance of such officer's official duties.
  - (c) If any person fails to present such written evidence, such person shall be considered to be an under age person who is not entitled to any such alcoholic liquor. However, if such written and photographic evidence of age and identity is produced and shows the prospective recipient to be of the age required to purchase such alcoholic liquor and if such a sale, gift, delivery or service of alcoholic liquor is made in reasonable reliance thereon, the licensee and the licensee's representatives shall not be subject to the penalty provision of this chapter.
  - (d) The burden of proving that a demand of written and photographic evidence of the age and identity was made, that such written and photographic evidence was shown, the content of the written photographic evidence presented, and the reasonableness of the reliance thereon shall be on the person charged with an offense under this chapter.

(Ord. No. 2019-04, art. X, § 9, 3-19-2019; Ord. No. 2020-03, art. X, § 9, 4-21-2020; Ord. No. 2023-03, art. X, § 9, 2-7-2023; Ord. No. 2023-10, art. X, § 9, 3-5-2023; Ord. No. 2023-12, art. X, § 9, 5-2-2023)

#### **Sec. 4-16. False identification.**

It shall be unlawful for any person to present or offer to any licensee or to any officer, associate, member, representative, agent, or employee of a licensee or to any other person any written, printed or photostatic evidence or such person's age and identity or that of any other person which is false or fraudulent, for the purpose of ordering, purchasing, attempting to purchase, or otherwise procuring or attempting to procure any alcoholic liquor of any kind or description in violation of this chapter, or to have in such person's possession any false or fraudulent written, printed or photostatic evidence of age and identity.

(Ord. No. 2019-04, art. X, § 10, 3-19-2019; Ord. No. 2020-03, art. X, § 10, 4-21-2020; Ord. No. 2023-03, art. X, § 10, 2-7-2023; Ord. No. 2023-10, art. X, § 10, 3-5-2023; Ord. No. 2023-12, art. X, § 10, 5-2-2023)

#### **Sec. 4-17. Barter and credit.**

No person shall sell or furnish alcoholic liquor at retail to any person on credit, or order on a store, or in exchange for any goods, wares or merchandise, or in payment for any services rendered, provided that nothing herein contained shall be construed to prevent any club receiving a license under this chapter, from permitting checks or statement for alcoholic liquor to be signed by members or bona fide guests of members and charged to the account of such members or guests in accordance with the bylaws of said club; and provided, further, that nothing herein contained shall be construed to prevent any hotel from permitting checks or statement for liquor to be signed by regular guests residing at said hotel and charged to the accounts of said guests.

(Ord. No. 2019-04, art. X, § 11, 3-19-2019; Ord. No. 2020-03, art. X, § 11, 4-21-2020; Ord. No. 2023-03, art. X, § 11, 2-7-2023; Ord. No. 2023-10, art. X, § 11, 3-5-2023; Ord. No. 2023-12, art. X, § 11, 5-2-2023)

#### **Sec. 4-18. Curb service.**

It shall be unlawful for any licensee to sell, offer for sale or furnish any alcoholic liquor to any person or patron in what is generally known as curb service. Free dispensing of alcoholic liquor by any licensee is hereby prohibited and unlawful.

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(Ord. No. 2019-04, art. X, § 12, 3-19-2019; Ord. No. 2020-03, art. X, § 12, 4-21-2020; Ord. No. 2023-03, art. X, § 12, 2-7-2023; Ord. No. 2023-10, art. X, § 12, 3-5-2023; Ord. No. 2023-12, art. X, § 12, 5-2-2023)

#### **Sec. 4-19. No sale during prohibited hours.**

It shall be unlawful to keep open for business or to admit the public or patrons or customers or persons to any premises licensed under this chapter for the retail sale of alcoholic liquor during the hours within which sale of such liquor is prohibited, or to permit or allow person, patron, or customer to remain in or about the licensed premises during the hours designated within which the sale and consumption of alcoholic liquors is prohibited on the licensed premises; provided, however, that restaurants, clubs, drug stores and hotels may keep their places of business open, subject only to the provisions that no sale at retail of alcoholic liquors or the consumption by patrons or customers or by the public of alcoholic liquors shall be permitted or allowed on said licensed premises during the hours prohibited.

(Ord. No. 2019-04, art. X, § 13, 3-19-2019; Ord. No. 2020-03, art. X, § 13, 4-21-2020; Ord. No. 2023-03, art. X, § 13, 2-7-2023; Ord. No. 2023-10, art. X, § 13, 3-5-2023; Ord. No. 2023-12, art. X, § 13, 5-2-2023)

#### **Sec. 4-20. Disposal of business.**

Whenever any licensee hereunder shall sell or otherwise dispose of the business conducted on the licensed premises, said licensee shall, with five (5) days thereafter, cause a notice in writing of such fact to be delivered to the County Liquor Control Commissioner. Said statement shall contain full information concerning the same, including the date of such date or disposal of said business and the name of the purchaser, if any. Upon the occurrence of any of the foregoing the license issued hereunder shall be surrendered to the Liquor Control Commission, providing that the Liquor Control Commissioner in the Commissioner's discretion may permit the licensee to maintain said license upon the following circumstances: remodeling, casualty act of God or other business interruption deemed by the Commissioner to be beyond the control of the licensee. The Commissioner is further authorized to approve assignment of said license to a qualifying purchaser. Failure on the part of the licensee to comply with the provisions of this section shall subject said licensee to a fine of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) or by imprisonment in the County jail for not less than thirty (30) days nor more than four (4) months, and such penalties as herein provided in this section shall be in addition to any such penalties mentioned in this chapter for violation of any of the terms and provisions thereof.

(Ord. No. 2019-04, art. X, § 14, 3-19-2019; Ord. No. 2020-03, art. X, § 14, 4-21-2020; Ord. No. 2023-03, art. X, § 14, 2-7-2023; Ord. No. 2023-10, art. X, § 14, 3-5-2023; Ord. No. 2023-12, art. X, § 14, 5-2-2023)

#### **Sec. 4-21. Required records.**

It shall be the duty of every person licensed hereunder to keep complete and accurate records of all sales of liquor, wine or beer, which said records shall be produced by the person holding such a license at the request of the Local Liquor Control Commissioner.

(Ord. No. 2019-04, art. X, § 15, 3-19-2019; Ord. No. 2020-03, art. X, § 15, 4-21-2020; Ord. No. 2023-03, art. X, § 15, 2-7-2023; Ord. No. 2023-10, art. X, § 15, 3-5-2023; Ord. No. 2023-12, art. X, § 15, 5-2-2023)

#### **Sec. 4-22. Sanitation.**

All premises and equipment and utensils or paraphernalia used for the retail sales of alcoholic liquor, or for the storage of such liquor for sale purposes, shall be kept in a clean and sanitary condition and shall have running

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water at any service bar for the purpose of washing and cleaning dishes and glasses and other utensils used in and about the serving of alcoholic liquors, and every licensee hereunder shall install and maintain clean and sanitary toilets or toilet rooms for both sexes and shall keep the licensed premises in full compliance with the State law regulating the conditions of premises used for the storage or sale of food for human consumption. The provisions of this section may be modified by the Commissioner as deemed appropriate by the Commissioner for Class "G" and "J" licenses.

(Ord. No. 2019-04, art. X, § 16, 3-19-2019; Ord. No. 2020-03, art. X, § 16, 4-21-2020; Ord. No. 2023-03, art. X, § 16, 2-7-2023; Ord. No. 2023-10, art. X, § 16, 3-5-2023; Ord. No. 2023-12, art. X, § 16, 5-2-2023)

#### **Sec. 4-23. Disease.**

It shall be unlawful to employ in any premises used for the retail sale of alcoholic liquor any person who is afflicted with, or who is a carrier of, any contagious, infectious or venereal disease, and it shall be unlawful for any person who is afflicted with or a carrier of any such disease to work in or about any premises or to engage in any way in the handling, preparation or distribution of such liquor.

(Ord. No. 2019-04, art. X, § 17, 3-19-2019; Ord. No. 2020-03, art. X, § 17, 4-21-2020; Ord. No. 2023-03, art. X, § 17, 2-7-2023; Ord. No. 2023-10, art. X, § 17, 3-5-2023; Ord. No. 2023-12, art. X, § 17, 5-2-2023)

#### **Sec. 4-24. Prohibited behavior.**

It shall be unlawful for any licensee hereunder to permit or allow any lewd persons or any prostitutes to remain in and about any licensed premises or to allow or permit any soliciting to prostitution or lewdness, idleness, gaming, gambling, fornication or other misbehavior to be conducted on said licensed premises, or to permit or allow any slot machines or other devices used for gambling purposes, to be or to remain in or on or about the licensed premises, with the exception of those properly licensed locations and video gaming terminals as are allowed pursuant to the Illinois Video Gaming Act (230 ILCS 40/1 et seq.).

(Ord. No. 2019-04, art. X, § 18, 3-19-2019; Ord. No. 2020-03, art. X, § 18, 4-21-2020; Ord. No. 2023-03, art. X, § 18, 2-7-2023; Ord. No. 2023-10, art. X, § 18, 3-5-2023; Ord. No. 2023-12, art. X, § 18, 5-2-2023)

#### **Sec. 4-25. Allowing drunks to remain on premises.**

It shall be unlawful for any licensee to allow a person in a drunken condition to remain upon or loiter in and around any licensed premises or to harbor, conceal, aid or assist any person who has committed any criminal offense against the laws of the State, or to refuse to aid or assist the law enforcing officers of the County in the apprehension of a person accused of or suspected of a crime.

(Ord. No. 2019-04, art. X, § 19, 3-19-2019; Ord. No. 2020-03, art. X, § 19, 4-21-2020; Ord. No. 2023-03, art. X, § 19, 2-7-2023; Ord. No. 2023-10, art. X, § 19, 3-5-2023; Ord. No. 2023-12, art. X, § 19, 5-2-2023)

#### **Sec. 4-26. Nuisance declared.**

All places where alcoholic liquor is sold in violation of any of the provisions of this chapter shall be taken and held to be and are hereby declared to be common nuisances and may be abated as such.

(Ord. No. 2019-04, art. X, § 20, 3-19-2019; Ord. No. 2020-03, art. X, § 20, 4-21-2020; Ord. No. 2023-03, art. X, § 20, 2-7-2023; Ord. No. 2023-10, art. X, § 20, 3-5-2023; Ord. No. 2023-12, art. X, § 20, 5-2-2023)

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#### **Sec. 4-27. Disposition of fees.**

All license fees received by the Local Liquor Control Commission shall be paid over to the County Treasurer and credited to the general fund of the County.

(Ord. No. 2019-04, art. X, § 21, 3-19-2019; Ord. No. 2020-03, art. X, § 21, 4-21-2020; Ord. No. 2023-03, art. X, § 21, 2-7-2023; Ord. No. 2023-10, art. X, § 21, 3-5-2023; Ord. No. 2023-12, art. X, § 21, 5-2-2023)

#### **Sec. 4-28. Conduct.**

It shall be unlawful to permit the following kinds of conduct on the premises:

- (1) The performance of act, or simulated act of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts;
- (2) The actual or simulated exhibition, touching, caressing or fondling of the breast, buttocks, pubic hair, anus, vulva, or genitals.

(Ord. No. 2019-04, art. X, § 22, 3-19-2019; Ord. No. 2020-03, art. X, § 22, 4-21-2020; Ord. No. 2023-03, art. X, § 22, 2-7-2023; Ord. No. 2023-10, art. X, § 22, 3-5-2023; Ord. No. 2023-12, art. X, § 22, 5-2-2023)

#### **Sec. 4-29. Lapsed license.**

In the event of the death of the named license holder, said license shall lapse and be of no further effect. Any license which is not used for a period of sixty (60) consecutive days shall be deemed to have lapsed due to such non-use. Any license which has lapsed as defined by this section will be of no further effect unless written waiver of such lapse is granted by the Commissioner, after a hearing held to evaluate the reason for such lapse.

(Ord. No. 2019-04, art. X, § 23, 3-19-2019; Ord. No. 2020-03, art. X, § 23, 4-21-2020; Ord. No. 2023-03, art. X, § 23, 2-7-2023; Ord. No. 2023-10, art. X, § 23, 3-5-2023; Ord. No. 2023-12, art. X, § 23, 5-2-2023)

#### **Sec. 4-30. Record of hearings and proceedings.**

A certified court reporter or certified shorthand reporter shall keep a record of all hearings held under the provisions of this chapter. The cost of such court reporter shall be paid by the applicant or licensee who is the subject of the proceeding. Any appeal taken from a decision of the Commissioner pursuant to the terms of this chapter shall be reviewed on the record of the hearing at which the decision was rendered as taken by and prepared by the certified court reporter or certified shorthand reporter.

(Ord. No. 2019-04, art. X, § 24, 3-19-2019; Ord. No. 2020-03, art. X, § 24, 4-21-2020; Ord. No. 2023-03, art. X, § 24, 2-7-2023; Ord. No. 2023-10, art. X, § 24, 3-5-2023; Ord. No. 2023-12, art. X, § 24, 5-2-2023)

#### **Sec. 4-31. Premises identified on license.**

Any license issued pursuant to this chapter shall specifically identify the location of the authorized premises for the license, and such premises shall be sufficiently identified on the license to make such premises readily identifiable.

(Ord. No. 2019-04, art. X, § 25, 3-19-2019; Ord. No. 2020-03, art. X, § 25, 4-21-2020; Ord. No. 2023-03, art. X, § 25, 2-7-2023; Ord. No. 2023-10, art. X, § 25, 3-5-2023; Ord. No. 2023-12, art. X, § 25, 5-2-2023)

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**Sec. 4-32. No refunds.**

No applicant will be entitled to a refund for an unused license for any reason once a license has been issued.

(Ord. No. 2019-04, art. X, § 27, 3-19-2019; Ord. No. 2020-03, art. X, § 27, 4-21-2020; Ord. No. 2023-03, art. X, § 27, 2-7-2023; Ord. No. 2023-10, art. X, § 27, 3-5-2023; Ord. No. 2023-12, art. X, § 27, 5-2-2023)

**Secs. 4-33—4-52. Reserved.**

**ARTICLE II. LICENSES**

**Sec. 4-53. Required.**

No person shall sell, furnish, deliver, solicit or receive orders for, keep or expose for sale at retail, or keep with intent to sell, or furnish any alcoholic liquor for beverage purposes for sale at retail in any of the territory lying outside of the corporate limits of any city, village or town lying within the corporate limits of the County without first having a valid license issued by the County Liquor Control Commissioner, as hereinafter provided and a valid license issued by the State Liquor Control Commissioner.

(Ord. No. 2019-04, art. II, § 1, 3-19-2019; Ord. No. 2020-03, art. II, § 1, 4-21-2020; Ord. No. 2023-03, art. II, 2-7-2023; Ord. No. 2023-10, art. II, 3-5-2023; Ord. No. 2023-12, art. II, 5-2-2023)

**Sec. 4-54. Classification.**

- (a) The classification of licenses authorized to be issued under this chapter shall be as follows:
- (1) Class "A" license which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor for consumption on the premises and retail sales of alcoholic liquors by original package for consumption off the premises.
  - (2) Class "B" license which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor for consumption on the premises, and the retail sale of package beer only to members of the licensee. Class "B" licenses shall be issued only to clubs as defined in the Liquor Control Act of 1934 (235 ILCS 5/1-1 et seq.), approved January 31, 1934, as amended, and as provided in this chapter, as amended.
  - (3) Class "C" license which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor by original package for consumption off the premises.
  - (4) Class "D" license which shall authorize the retail sale, on the premises specified, of beer and wine by original package for consumption off the premises.
  - (5) Class "E" license which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor for consumption on the premises requiring service, thereof, at tables in conjunction with the primary function of serving food to the public in said premises.
  - (6) Class "F" license which shall authorize the retail sale, on the premises specified, of beer and wine for consumption on the premises, requiring service, thereof, at the tables in conjunction with the primary function of serving food to the public in said premises.
  - (7) Class "G" license.

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- a. Class "G" licenses which authorize the retail sales on the premises specified of beer and wine only for a limited time, which shall be identified on the license as valid for either twenty-four (24), forty-eight (48), or seventy-two (72) continuous hours by such not-for-profit corporations or organizations which provide adequate proof to the Commissioner of the following:
    1. Continuous existence in the community for a period of five (5) years preceding the application.
    2. Internal Revenue Service reports or such other information as requested by the Commissioner to verify the not-for-profit status of the corporation of organization.
  - b. Such licenses, when issued, shall be issued within seven (7) days of its authorized commencement date, and shall automatically expire twenty-four (24), forty-eight (48), or seventy-two (72) hours thereafter as noted on the license. A not-for-profit corporation or organization shall not receive more than four (4) Class "G" licenses during a twelve (12) month period. For purposes of this subsection, the twelve (12) month period shall begin on January 1 and end on December 31 of each calendar year.
  - c. Applicants for a Class "G" License must file the application for said license no less than thirty (30) days prior to the anticipated effective date of said license. Despite the provisions of this chapter, no public hearing shall be required prior to the issuance of a Class "G" license.
- (8) Class "H" licenses which authorize the retail sale, on the premises specified, of beer and wine only for consumption on the premises and retail sales of beer and wine only by original package for consumption off the premises.
- (9) Class "I" licenses which shall authorize the retail sale of alcoholic liquor within the County by a caterer, as defined in the Liquor Control Act of 1934 (235 ILCS 5/1-1 et seq.), as amended, on the premises owned by the County Forest Preserve District commonly known as "Ellis House," "Ken Pickerill Estate House and Grounds," and the "Meadowhawk Lodge" for consumption within two hundred fifty (250) feet of the Ellis House, Ken Pickerill Estate House and Grounds, and the Meadowhawk Lodge buildings owned by the Forest Preserve District during times when food is dispensed for consumption within two hundred fifty (250) feet of the building from which food is dispensed and only as an incidental part of food service that serves prepared meals, which excludes the serving of snacks as the primary meal for private and public functions. Liquor shall not be served nor shall it be consumed inside horse stables of these Forest Preserve District properties. Licensee shall provide proof of general and liquor liability insurance which shall name the County Forest Preserve District as an additional insured. Sale of alcoholic liquor to the licensee shall only be made at the registered office of the licensee. A Class "I" license shall authorize the holder to engage in the retail sale of alcoholic liquor as described above at Ellis House, Ken Pickerill Estate House and Grounds, and the Meadowhawk Lodge without the need to apply for separate licenses.
- (10) Class "J" licenses which authorize the retail sales on the premises specified of all kinds of legalized alcoholic liquor by such not-for-profit corporations or organizations which provide adequate proof to the Commissioner of the following:
- a. Continuous existence in the community for a period of five (5) years preceding the application.
  - b. Internal Revenue Service reports or such other information as requested by the Commissioner to verify the not-for-profit status of the corporation of organization.

Such license shall limit the number of days all kinds of legalized alcoholic liquor may be sold on the premises to seventy-five (75) calendar days each calendar year. For purposes of this Subsection (a)(10), the calendar year shall begin on January 1 and end on December 31 of that same year. The licensee shall submit a list of each day the liquor license was used and nature of event to the Liquor Control Commissioner thirty (30) days after the end of the calendar year.

(11) Class "K" license.

- a. Class "K" licenses which shall authorize the retail sale, on the premises specified, of all kinds of alcoholic liquor for craft brewers/craft distillers, when such liquor has been manufactured on the premises, for consumption on the premises and shall authorize the retail sale of all kinds of alcoholic liquor, when such liquor has been manufactured on the premises, for consumption off the premises. Class "K" licensees may conduct limited beer and liquor tasting activities on the premises.
  - b. A craft distiller under this license shall be allowed to manufacture of up to fifteen thousand (15,000) gallons of spirits by distillation per year and a craft brewer may only manufacture up to four hundred sixty-five thousand (465,000) gallons of beer per year. These amounts may be increased/reduced pursuant to amendment of the Liquor Control Act of 1934 (235 ILCS 5/1-1 et seq.).
  - c. The Class "K" license does not permit the retail sale, either for consumption on the premises or off the premises, of any alcoholic liquor that has been purchased at wholesale nor does the Class "K" license permit the retail sale, either for consumption on the premises or off the premises, of any alcoholic liquor that has been manufactured off the premises.
- (b) All licenses shall be signed by the County Liquor Control Commissioner, and shall state thereon the class or classification for which issued, and shall state thereon the name of the licensee, the address and description of the premises for which granted, together with the date of issuance and expiration thereof. Every renewed license shall be in all respects identical with the original or first license.
- (c) A retailer's license shall allow the licensee to sell and offer for sale at retail, on the premises specified in such license, alcoholic liquor for use or consumption, but not for resale.
- (d) All licenses issued hereunder are limited in use to the premises specified in said licenses and upon cessation in possession thereof, by the licensee, said license shall immediately be rendered null and void.

(Ord. No. 2019-04, art. III, 3-19-2019; Ord. No. 2020-03, art. III, 4-21-2020; Ord. No. 2023-03, art. III, 2-7-2023; Ord. No. 2023-10, art. III, 3-5-2023; Ord. No. 2023-12, art. III, 5-2-2023)

**Sec. 4-55. Fees.**

- (a) The annual license fees for each of the classes of licenses authorized by this chapter to be issued are hereby fixed in the following amounts:

Class "A"	\$2,000.00
Class "B"	\$300.00
Class "C"	\$2,000.00
Class "D"	\$2,000.00
Class "E"	\$2,000.00
Class "F"	\$1,300.00
Class "G"	\$100.00
Class "H"	\$2,000.00
Class "I"	\$100.00
Class "J"	\$300.00
Class "K"	\$2,000.00

- (b) Unless otherwise provided herein, all licenses issued hereunder shall be valid for a period of one (1) year from the date of issuance. No refunds shall be made for cancelled or surrendered licenses, nor shall any license issued hereunder be transferred, except as provided by the provisions of this chapter, or the Liquor Control Act of 1934 (235 ILCS 5/1-1 et seq.), as amended.
- (c) On application for a license hereunder, the applicant shall deposit with the County Liquor Control Commissioner at the time such applicant submits application for a license hereunder, the fee as is in this chapter provided. This shall be by certified check, bank draft or money order made payable to the County Liquor Control Commissioner.

(Ord. No. 2019-04, art. IV, 3-19-2019; Ord. No. 2020-03, art. IV, 4-21-2020; Ord. No. 2023-03, art. IV, 2-7-2023; Ord. No. 2023-10, art. IV, 3-5-2023; Ord. No. 2023-12, art. IV, 5-2-2023)

**Sec. 4-56. Number.**

- (a) At the date of the adoption of the ordinance from which this chapter is derived, the maximum number of licenses for retail sale of alcoholic beverage is as follows:

Class "A"	8
Class "B"	3
Class "C"	2
Class "D"	1
Class "E"	0
Class "F"	0
Class "G"	No more than 4 during a 12-month period per qualified organization as outlined in § 4-54(a)(7)
Class "H"	2
Class "I"	10
Class "J"	1
Class "K"	1

- (b) In the event any license issued hereunder is surrendered, for any reason whatsoever, the maximum number of licenses authorized in that class is accordingly reduced by the number of licenses surrendered. No further licenses may be issued until action of the County Board appropriately increases the maximum number allowed.

(Ord. No. 2019-04, art. V, 3-19-2019; Ord. No. 2020-03, art V, 4-21-2020; Ord. No. 2023-03, art. V, 2-7-2023; Ord. No. 2023-10, art. V, 3-5-2023; Ord. No. 2023-09, exh. A(art. V), 4-5-2023; Ord. No. 2023-11, § 2, 5-2-2023; Ord. No. 2023-12, art. V, 5-2-2023)

**Sec. 4-57. Applications and renewals.**

- (a) Forms of application for a license under this chapter shall be furnished by the County Liquor Control Commissioner, and applicants for a license under this chapter shall secure the necessary forms from the Liquor Control Commissioner, and such application or applications shall be in writing and under oath and shall be filed with the Liquor Control Commissioner and shall contain the following information:
  - 1) The names, date of birth, and address of residence of the applicant or any agent or manager who conducts the business in the case of an individual; in the case of a co-partnership, the names of all

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partners together with their ages and addresses; and, in the case of a corporation or club, the corporate name, the date of incorporation, place of incorporation, the object for which the corporation was organized, the names and addresses of the officers and directors thereof; the name, age and address of any officer, manager, director or any stockholder of said corporation owning more than five (5) percent of the stock in the said corporation and the exact percentage of stock so owned.

- 2) The citizenship of the applicant or any agent or manager who conducts the business, the applicant's place of birth and if naturalized citizen, the time and place of naturalization.
- 3) The location and description of the place of business where the applicant intends to conduct business which shall include the legal description and mailing address thereof.
- 4) Statement whether applicant or any agent or manager who conducts the business has made similar application for a similar other license on premises other than that described in the application and the disposition of such application.
- 5) A statement whether the applicant or any agent or manager who conducts the business has made any other application for liquor license in any other county in the State, and if so, the disposition of such application.
- 6) A statement whether a previous license by any state or subdivision thereof or by the Federal government has been revoked and if so, the reason therefor.
- 7) A statement that the applicant or any agent or manager who conducts the business will not violate any of the laws of the State or of the United States or of the laws or regulations set forth in this chapter in the conduct of business.
- 8) A statement that the applicant has not received or borrowed money or anything of value and that the applicant will not receive or borrow money or anything of value other than merchandising credit in the ordinary course of business for a period not to exceed thirty (30) days as expressly permitted under 235 ILCS 5/6-5, directly or indirectly from any manufacturer, importing distributor or distributors, representatives of any such manufacturer, importing distributor or distributors nor to be a party in any way, directly or indirectly, to any violation by a manufacturer, distributor or importing distributor as set forth in 235 ILCS 5/6-5.
- 9) If such application is made on behalf of a partnership, firm, association, club or corporation, then the same shall be signed and sworn to be at least two members of such partnership or the president and secretary of any such corporation. In the event that the applicant seeks a Class "B," "G" or "J" license, the applicant shall provide, at the time of application for the original license and any renewal thereof, written current verification the tax-exempt status of the applicant, a copy of the applicant's application for tax exempt status filed with the Internal Revenue Service, and the most recently filed tax return filed by the applicant. An applicant for a Class "B," "G," or "J" license which is itself not a tax-exempt organization may still qualify for a Class "B," "G," or "J" license if it proves, to the reasonable satisfaction of the County Liquor Commissioner, that the applicant is wholly owned by a tax-exempt organization which meets the qualifications for a Class "B," "G" or "J" license.
- 10) A statement that said applicant or any co-partner, except in the case of a club or corporation, is a resident of the County stating the date the applicant acquired residence in the County.
- 11) A statement as to whether or not the applicant, or in the event that the applicant is a partnership or corporation, any entity in which the applicant currently or previously held a five (5) percent or more interest, has any unpaid fines in any court of the State, for any violation of any law.
- 12) A statement that the applicant, or any agent or any manager who conducts the business is qualified to receive a license under the laws of the State and that such applicant, agent or manager will not violate nor permit any employees to violate any of the laws of the State or of the United States or of this

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chapter in the conduct of business and shall also state the name and address of the agent or manager in charge of any licensed premises if there is one.

- 13) A statement whether or not the proposed place of business is within 100 feet of any church, school (other than an institution of higher learning), hospital, home for aged or indigent persons or for veterans, their wives, or children or any military or naval station.
- 14) A statement as to whether or not the proposed location is within one-half (½) mile of the territorial limits of any city, village or incorporated town in the County.
- 15) If the applicant does not own the premises for which a license is sought the applicant shall exhibit a true copy of the lease for said premises for the full period for which the license is to be issued. The applicant shall also submit with the application the type of bond such applicant proposed to furnish as is hereinafter required if granted a license.
- 16) A statement that no law enforcing public official, mayor, alderman, trustee, member of a city council or commission, president of a village board of trustees, or president or member of a County board has any interest in any way, directly or indirectly, in the operation of the business for which the license is sought.
- 17) A statement that the applicant is the beneficial owner of the business to be operated by the license.
- 18) A statement that the applicant, any partner, if a co-partnership, any officer, manager, director or shareholder owning five (5) percent or more of the stock in said corporation has not:
  - a. Been convicted of:
    1. A felony under any State or Federal laws;
    2. Keeping a house of ill fame;
    3. Pandering or other crime or misdemeanor opposed to decency and morality;
    4. Violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, subsequent to January 31, 1934, or has forfeited bond to appear in court to answer for any such violation;
    5. Gambling offense as prescribed by Article 28 of the Criminal Code of 2012 (720 ILCS 5/28-1 et seq.).
  - b. Had a license issued under the Liquor Control Act of 1934 (235 ILCS 5/1-1 et seq.) revoked for cause.
  - c. Been issued a Federal gaming device stamp or a Federal wagering stamp by the Federal government for the current tax period.
- 19) Statement that the premises in which the license is to be used has not had a Federal gaming device stamp or a Federal wagering stamp issued for the current tax period.
- 20) Statement if the applicant is a corporation, that no officer, manager, director or stockholder owning more than twenty (20) percent of the stock in the corporation has been issued a Federal gaming stamp or a Federal wagering stamp for the current tax period.
- 21) In the event that any of the information required to be provided pursuant to this article should change during the duration of the said license, the licensee shall notify the Commissioner of such change as soon as practicable, but in any event no later than seventy-two (72) hours after the said change takes effect.
- 22) In the event that the premises for which the license is proposed to be issued is licensed by any State or local health department, proof of said valid license and current health inspection results shall be

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provided at the time of application. In the event that said licensure by the local or State health department should lapse or terminate for any reason, the licensee shall immediately notify the Commissioner of the same, and in no event shall said notice be delayed for more than twenty-four (24) hours.

- (b) All applications to the Liquor Control Commission shall be filed in duplicate in the Office of the Local Liquor Control Commissioner and shall be accompanied by the full amount of the license fee required to be paid for the class of license applied for. All checks or money orders shall be made payable to the County Liquor Control Commissioner.
- (c) At the time of the filing of any application for a license under this chapter, except Class "G" licenses, the applicant shall file a notice of intent to seek liquor license, on a form to be provided to the applicant by the Commissioner, which notice shall be published, in a paper of general circulation in the County, at least once, and which notice shall contain the date, time and location of the public hearing required prior to the issuance of said license. Said publication shall take place no less than seven (7), or more than fifteen (15) days prior to the date of the scheduled public hearing required by the terms of this chapter. Said publication cost shall be paid by the applicant.
- (d) Every renewal license shall be in all respects identical with the original or first license and applications for renewal licenses shall be made in the same manner except that a statement shall be endorsed on the face of the renewal application that such application is for renewal and the hearing process shall be excused upon such renewal application. Submittal of renewal applications must be received in the office of the Local Liquor Control Commissioner no less than thirty (30) days prior to the expiration of the license. Failure to meet submittal deadlines could result in a lapse of liquor license, failure to renew the liquor license and/or a fine pursuant to statute.
- (e) Prior to the determination to grant or deny the issuance of any new license, or the determination as to whether to permit the transfer of a license to a different location, except Class "G" licenses, a public hearing shall be held by the Commissioner, at a date, time and location as identified by the Commissioner. Public notice of said hearing shall be given by means of the publication required in Subsection (c) of this section. The applicant shall also give notice of said public hearing by mailing a copy of said notice to the owners of all property located within two hundred fifty (250) feet of the subject premises, which notice shall be mailed certified mail, return receipt requested. At the time of said hearing, the applicant shall provide proof of the mailing of said notices to the Commissioner, as well as a listing of all persons so notified. For the purposes of this subsection, the mailing of a notice to the individual receiving the current real estate tax bill, as shown by the records of the County Supervisor of Assessments, shall constitute notice to the owner of each premises.
- (f) The County Liquor Control Commissioner shall grant or refuse to grant the application within forty-five (45) days after the required public hearing has been held, and all required documentation has been received by the Commissioner, including any required background or fingerprint checks. The costs of any required background check, including fingerprint checks, shall be paid by the applicant.
- (g) All original or renewal applications for liquor licenses shall be accompanied with proof of completion of a State-certified beverage alcohol sellers and servers education and training (BASSET) program for all persons who sell or serve alcoholic liquor, all management personnel working on the premises, and anyone whose job description entails the checking of identification for the purchase of alcoholic liquor, pursuant to that license. Class "G," "I" or "J" licensees must have a BASSET-trained person on the premises during an event. Class "G" or "I" licensees must provide the name and proof of BASSET training for that person when applying for a Class "G" or "I" license.
- (h) A State-certified BASSET program shall be defined as a BASSET program licensed by the State Liquor Commission as required by 235 ILCS 5/3-12(11.1). All licensed BASSET providers shall be required to have on file all licenses and certificates to prove current qualifications and provide a certificate of course completion and a card to participants as proof of completion. A photocopy of certificates of completion for all owners,

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managers, employees, or agents required to have BASSET training shall be maintained on the premises in a manner that will allow inspection, upon demand, by any designee of both the State or County.

- (i) Any new owner, manager, employee or agent requiring BASSET training shall, within ninety (90) days from the beginning of their employment with that licensee, complete a State Liquor Control Commission BASSET approved seller/server training program and shall until completion of the BASSET program work under the supervision of a person who has completed BASSET training.

(Ord. No. 2019-04, art. VI, 3-19-2019; Ord. No. 2020-03, art VI, 4-21-2020; Ord. No. 2023-03, art. VI, 2-7-2023; Ord. No. 2023-10, art. VI, 3-5-2023; Ord. No. 2023-12, art. VI, 5-2-2023)

#### **Sec. 4-58. Prohibitions.**

- (a) No license under this chapter shall be issued if issuance would be prohibited by section 6-2 of the Liquor Control Act of 1934 (235 ILCS 5/6-2).
- (b) No license shall be issued for the sale at retail of any alcoholic liquor if issuance would be prohibited by section 6-11 of the Liquor Control Act of 1934 (235 ILCS 5/6-11).
- (c) No license shall be issued if issuance would be prohibited by section 6-12 of the Liquor Control Act of 1934 (235 ILCS 5/6-12).

(Ord. No. 2019-04, art. VII, 3-19-2019; Ord. No. 2020-03, art. VII, 4-21-2020; Ord. No. 2023-03, art. VII, 2-7-2023; Ord. No. 2023-10, art. VII, 3-5-2023; Ord. No. 2023-12, art. VII, 5-2-2023)

#### **Sec. 4-59. Bond and insurance requirements.**

- (a) Every licensee hereunder shall furnish a bond to the County executed by such licensee and by good and sufficient corporate surety to be approved by the Local Liquor Control Commissioner, which bond shall be in the same amount as the license fee imposed for the issuance of said license as identified in Section 4-55, and conditioned that the licensee shall faithfully observe and conform to the State law and to all of the provisions of this chapter and any and all amendments hereafter passed during the period of said license, and conditioned further for the payment of any and all fines or penalties levied or assessed against such licensee for the violation of any of the terms and conditions of this chapter and of any amendments thereto or of the State law and shall be further conditioned that the licensee will pay all the necessary costs and charges incurred by reason of any complaint filed for the revocation of a license herein by the Local Liquor Control Commissioner or by any one person entitled to file such complaints before the Local Liquor Control Commissioner, as provided for in this chapter, where the same is occasioned by any violation under the terms and provisions of this chapter or of State law by said licensee, and no license shall be issued by the Local Liquor Control Commissioner until such bond has been fully executed by the principal and surety and duly approved by such Local Liquor Control Commissioner. The amount of bond required for a Class "G," "I" or "J" license shall be a minimum of five hundred dollars (\$500.00).
- (b) No license shall issue, or be renewed, to any applicant unable to furnish evidence of dram shop liability insurance, in the form of a certificate of insurance, issued by an insurance company that is authorized to do business in the State, insuring the applicant, and the owner or lessor of the premises in at least the amount of five hundred thousand dollars (\$500,000.00) per occurrence.

(Ord. No. 2019-04, art. VIII, 3-19-2019; Ord. No. 2020-03, art. VIII, 4-21-2020; Ord. No. 2023-03, art. VIII, 2-7-2023; Ord. No. 2023-10, art. VIII, 3-5-2023; Ord. No. 2023-12, art. VIII, 5-2-2023)

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**Sec. 4-60. Revocation or suspension; fines; appeals.**

- (a) The Liquor Control Commissioner may suspend for not more than thirty (30) days, or may revoke, any liquor license issued by such Commissioner, or may impose a monetary fine as permitted as provided under State law, if the Commissioner determines that the licensee has violated any of the provisions of this chapter or any of the provisions of State law, or of any rule or regulation established by the State Liquor Control Commission which is not inconsistent with law.
- (b) All proceedings for revocation or suspension of licenses issued by the Liquor Control Commissioner, and appeals therefrom, shall be in conformance with the applicable provisions of State law and this chapter.

(Ord. No. 2019-04, art. XIV, 3-19-2019; Ord. No. 2020-03, art. XIV, 4-21-2020; Ord. No. 2023-03, art. XIV, 2-7-2023; Ord. No. 2023-10, art. XIV, 3-5-2023; Ord. No. 2023-12, art. XIV, 5-2-2023)



# Kendall County Agenda Briefing

**Meeting Type:** Committee of the Whole  
**Meeting Date:** 11/13/2025  
**Subject:** Video Game License Discussion  
**Prepared by:** Natalia Borowska, Management Analyst  
**Department:** Administration

**Action Requested:**

Discussion regarding whether the Kendall County Board would like to implement a video gaming license fee for establishments operating video gaming terminals within the County.

**Board/Committee Review:**

N/A

**Fiscal Impact:**

Dependent on the fee structure determined by the Board.

**Background and Discussion:**

Per 230 ILCS 40/65, a non-home rule unit of government may impose a fee for the operation of a video gaming terminal of up to \$250 per year. Kendall County does not currently charge any fees for video gaming.

Of the 15 establishments in Kendall County that hold valid liquor licenses, 4 have reported having video gaming terminals.

Below is a summary of fees charged by Kendall County municipalities and neighboring counties for the operation of video gaming terminals:

Municipality	Cost
<a href="#">Yorkville</a>	\$25 per device
<a href="#">Oswego</a>	ranges by license class from \$750-\$2,500 + \$200-700 license fee + \$50-300 per terminal fee + \$1,000 first-time applicant fee
<a href="#">Plainfield</a>	\$300 per terminal operator license. Establishment pays \$500 + \$300 per terminal.
<a href="#">Montgomery</a>	\$100 per license + \$40 first-time background check fee
County	Cost
<a href="#">DuPage</a>	\$250 per terminal

Kane	Kane County does not issue a video gaming license of their own
Will	\$250 per terminal (split between license establishment and terminal operator)
LaSalle	\$25 per machine
DeKalb	No fee

**Staff Recommendation:**

It is recommended that the Board consider implementing a fee structure between \$25-300 per video gaming terminal.

**Attachments:**

N/A



## Kendall County Agenda Briefing

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**Meeting Type:** Committee of the Whole  
**Meeting Date:** 11/13/2025  
**Subject:** Amendment to Fox Fiber Comprehensive Development Agreement  
**Prepared by:** Christina Burns, County Administrator  
**Department:** Administration

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**Action Requested:**

Discussion and forward to County Board Amendments to the Fox Fiber Comprehensive Development Agreement.

**Board/Committee Review:**

June 3, 2025 County Board Meeting: Approval of a Resolution authorizing a 63-20 Relationship with Fox Fiber and approval of a comprehensive development agreement with Fox Fiber.

**Fiscal impact:**

NA

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**Background and Discussion:**

Staff has been working with the Fox Fiber Board and Pivot Tech to seek bond funding as authorized by the County Board in June. Since that time, based on potential bond holder feedback and refined pricing, the scope of the project has been modified to focus the first phase build on the unserved/underserved areas and reduce a portion of the project planned for already served areas. The project still meets all state grant requirements and project goals of serving unserved/underserved portions of the County and Community Anchor Institutions (schools, governments, library, etc.). While updating the comprehensive development agreement, we are also taking this opportunity to wrap in other miscellaneous updates such as the potential loan to Fox Fiber from the County in the event of cost overruns recently approved, and other updates related to Pivot's agreements with Fox Fiber and their construction company Aecon. Additional details will be presented to the Board during Committee of the Whole.

**Staff Recommendation:**

Discussion and forward to County Board Amendments to the Fox Fiber Comprehensive Development Agreement.

**Attachments:**

NA